

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

RYAN WHELAN, on behalf of
himself and all others similarly
situated;

Plaintiffs,

v.

WESLEY APARTMENT HOMES,
LLC, formerly known as EURAMEX
MANAGEMENT GROUP, LLC;
AVILA REAL ESTATE, LLC; and
TURNER HILL PARTNERS, LLC,

Defendants.

CIVIL ACTION FILE NO.:

NOTICE OF REMOVAL

Defendants Wesley Apartment Homes, LLC formerly known as Euramex Management Group, LLC, Avila Real Estate, LLC, and Turner Hill Partners, LLC (“Defendants”) hereby remove this action from the State Court of DeKalb County to this Court pursuant to 28 U.S.C. §§ 1332, 1441(a) and (b), and 1446. In support of removal, Defendants show the following:

TIMELINESS OF REMOVAL

1.

This civil action was filed on August 28, 2018 and is presently pending in the State Court of DeKalb County, Georgia, under the caption Ryan Whelan, on

behalf of himself and all others similarly situated v. Wesley Apartment Homes, LLC formerly known as Euramex Management Group, LLC, Avila Real Estate, LLC, and Turner Hill Partners, LLC and docketed as Case No. 18A70827 (the “State Court Action”).

2.

Pursuant to 28 U.S.C. §1446(a), Defendants attach hereto as Exhibit A a true and correct copy of the Summons and Complaint filed by Plaintiffs in the State Court Action (the “Complaint”).

3.

In the Complaint, Plaintiff asserts on behalf of himself and all others similarly situated a claim for violations of the Georgia Security Deposit Statute and seeks damages for the named Plaintiff and each Class Member in the amount of three times the alleged unlawfully withheld security deposits and an award of attorney’s fees.

4.

On September 27, 2018, the Parties entered into a Stipulation extending the deadline for Defendants to respond to the Complaint through October 26, 2018. A true and correct copy of the Stipulation is attached hereto as Exhibit B.

5.

On October 26, 2018, Defendants filed their Answer to the Complaint. A true and correct copy of the Answer is attached hereto as Exhibit C.

6.

Shortly after filing their Answer, on November 9, 2018, Defendants served Plaintiff with written discovery, including interrogatories, requests for production, and requests for admissions (the “Written Discovery”), aimed in large part at gathering information to ascertain whether the State Court Action is removable. A true and correct copy of the Written Discovery is attached hereto as Exhibit D.

7.

On December 11, 2018, Defendants filed their First Amended Answer to the Complaint. A true and correct copy of the First Amended Answer is attached hereto as Exhibit E.

8.

On December 12, 2018, Plaintiff served his responses to the Written Discovery. A true and correct copy of Plaintiff’s Responses to the Written Discovery is attached hereto as Exhibit F.

9.

This Notice of Removal is filed within thirty (30) days from the date when Defendants were served a copy of Plaintiff's responses to the Written Discovery, which made it first ascertainable to Defendants that the case is one which is or has become removable. This Notice of Removal is therefore filed within the time period provided by 28 U.S.C. § 1446(b)(3).

JURISDICTION PURSUANT TO THE CLASS ACTION FAIRNESS ACT

10.

28 U.S.C. § 1332(d)(2) reads in relevant part:

The district courts shall have original jurisdiction of any civil action in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and is a class action in which – (A) any member of a class of plaintiffs is a citizen of a State different from any defendant.

11.

In addition, jurisdiction is proper in the federal district courts only where the proposed class involves 100 or more members, or where the primary defendants are not States, State officials, or other governmental entities. 28 U.S.C. § 1332(d)(5).

12.

As set forth below, and based on the allegations set forth in the Complaint by Plaintiff coupled with Plaintiff's responses to Written Discovery and this Notice of Removal, this is a civil action over which this Court has original jurisdiction under 28 U.S.C. § 1332(d), in that it is a civil action filed as a class action involving more than 100 members, the matter in controversy exceeds the sum of \$5,000,000, exclusive of interest and costs, and Plaintiff is a citizen of a state different from at least one of the Defendants. Further Defendants are not a State, State official, or other governmental entity.

DIVERSITY JURISDICTION

13.

The Class Action Fairness Act's ("CAFA") diversity requirement is satisfied when (1) any member of a class of plaintiffs is a citizen of a state different from any defendant; (2) when at least one member of a class of plaintiffs is a citizen of a foreign state and one defendant is a U.S. citizen; or (3) when at least one member of a class of plaintiffs is a U.S. citizen and one defendant is a citizen of a foreign state. 28 U.S.C. § 1332(d)(2)(A)-(C).

14.

While the Complaint omitted any allegation as to Plaintiff's citizenship, Plaintiff admitted in response to Written Discovery that he is not a citizen of the State of Georgia and that he "is a citizen of Maryland." (See Plaintiff's Responses to Turner Hill Partners LLC's First Requests for Admissions ("RFA"), Nos. 1 and 2; Plaintiff's Responses to Turner Hill Partners LLC's First Interrogatories ("ROG"), No. 1.)

15.

Plaintiff alleges in the Complaint that Defendants are Georgia corporations, each with its principal place of business in the State of Georgia. (Compl., ¶¶ 9-12.) Plaintiff's Complaint therefore admits that all Defendants are citizens of Georgia. See 28 U.S.C. § 1332(c).

16.

The diversity element of CAFA removal is satisfied as Plaintiff is a citizen of Maryland and Defendants are citizens of Georgia.

AMOUNT IN CONTROVERSY¹

17.

CAFA, 28 U.S.C. § 1332(d)(2), authorizes the removal of class action cases in which the amount in controversy for all class members exceeds \$5,000,000.

18.

Plaintiff further attempts to circumvent removal by refraining from alleging in the Complaint any specific amount of recovery. (See Compl.) In response to Written Discovery, Plaintiff concedes that the Complaint does not set forth any specific amount in controversy, yet he continues his effort to circumvent removal by refusing to admit or deny whether “plaintiff contends that the amount in controversy in this action exceeds the sum or value of \$5,000,000.” (RFA Nos. 7, 10 and 11.) Hanna v. Miller, 163 F. Supp. 2d 1302, 1306 (D.N.M. 2001) (“courts may consider the substance and nature of the injuries and damages described in the pleadings, any attorney affidavits filed prior to or in connection with the removal notice, a plaintiff’s prior admission in open court that the value of the claim

¹ Defendants deny the validity and merit of all of Plaintiff’s claims, including the legal theories and purported statute of limitations upon which his claims are based, and deny the claims for monetary and other relief that flow from them, and use Plaintiff’s alleged theories of recovery, purported statute of limitations, and the analysis herein only to demonstrate by a preponderance of the evidence that the amount in controversy exceeds \$5,000,000.

exceeds the jurisdictional amount, or even a plaintiff's refusal to stipulate or admit that he or she is not seeking damages in excess of the requisite amount.").

19.

Despite same, the allegations in the Complaint when read in conjunction with Plaintiff's responses to Written Discovery and this Notice of Removal establish that the amount in controversy here is satisfied.

20.

The Complaint is pleaded as a putative class action by which Plaintiff and all other similarly situated tenants, which Plaintiff contends is comprised of "at minimum...thousands" of people from "at least twelve apartment complexes," seek damages for alleged violations of the Georgia Security Deposit Statute. (Compl., ¶¶ 1, 30.) Plaintiff and the Class Members seeks three times the amount of security deposits allegedly improperly withheld pursuant to O.C.G.A. § §44-7-33 and 44-7-35 spanning a "twenty year" period beginning on or after August 28, 1998 and ending July 1, 2018. (Compl., ¶¶ 40-44; ROG No. 35.)

21.

Plaintiff contends that he paid \$300 to Defendants as a security deposit. (Compl., ¶ 15.)

22.

As of January 11, 2019, Wesley Apartment Homes, LLC manages twelve apartment complexes totaling approximately 4,700 units. See Declaration of Jaime Diego attached hereto as Exhibit G. The average turn-over in an apartment community is 65% per year. Id. Without admitting and assuming for purposes of this analysis only that a twenty-year statute of limitations is applicable to Plaintiff's claim under the Georgia Security Deposit Statute, there are conceivably 61,100 departing tenants to be analyzed and considered (4,700 units x .65 x 20 years = 61,100 departing tenants).

23.

Without admitting and assuming for purposes of this analysis and removal only that 10% of departing tenants had their security deposit improperly withheld, and considering Plaintiff's allegation that he paid a \$300 security deposit, which is less than the current average, and Georgia law which allows recovery for three times the amount improperly withheld, the amount in controversy is conceivably \$5,499,000 (\$300 security deposit x 3 x 61,100 departing tenants x .10).

24.

In addition, Plaintiff also claims an unspecified amount in attorney's fees on behalf of himself and each Class member pursuant to O.C.G.A. § 44-7-35. (Compl., ¶¶ 40-44.) In determining whether a complaint meets the amount in controversy threshold for a removal under 28 U.S.C. 1332(a), a court may consider attorneys' fees which are recoverable by statute. Federated Mut. Ins. Co. v. McKinnon Motors, 329 F.3d 805, 808 n.4 (11th Cir. 2003) ("The general rule is that attorneys fees do not count towards the amount in controversy unless they are allowed for by statute or contract.").

25.

For purposes of this analysis only, the amount of attorneys' fees at issue in this matter could amount 25% of the damages awarded to Plaintiffs, or \$1,374,750 (.25 x \$5,499,000). Camden I Condo. Ass'n v. Dunkle, 946 F.2d 768, 775 (11th Cir. 1991).

26.

Therefore, the aggregated claimed damages by Plaintiff and all others similarly situated including attorneys' fees exceeds the jurisdictional amount in controversy.

27.

Based on the foregoing, Defendants establish by a preponderance of the evidence that the aggregate claimed damages by Plaintiff and the Class Members, including attorneys' fees, exceed the \$5,000,000 amount in controversy threshold for removal under CAFA.

NUMEROSITY

28.

CAFA also provides that the district courts shall not have jurisdiction over actions where “the number of members of all proposed plaintiff classes in the aggregate is less than 100.” 28 U.S.C. § 1332(d)(5).

29.

The putative class Plaintiff seeks to represent exceeds 100 members. (Compl., ¶ 30; RFA Nos. 5 and 6.) As such, this Court properly has jurisdiction over this matter, as the class proposed by Plaintiff contains more than 100 members.

VENUE IS PROPER

30.

Pursuant to 28 U.S.C. § 90(a)(2), the United States District Court for the Northern District of Georgia, Atlanta Division, is the district court having

jurisdiction over the geographical area where the State Court Action is pending. Pursuant to 28 U.S.C. § 1446(a), Defendants are entitled to remove this action from the State Court of DeKalb County to this Court.

31.

Defendants have provided written notice of the filing of this Notice of Removal to Plaintiffs and the Clerk of Court for the State Court of DeKalb County, a copy of which is attached hereto as Exhibit H.

32.

Based on the foregoing, Defendants respectfully request that this Court allow removal and assert jurisdiction over the State Court Action.

FREEMAN MATHIS & GARY, LLP

/s/ Michael P. Bruyere

Michael P. Bruyere
Georgia Bar No. 090101
mbruyere@fmglaw.com

A. Ali Sabzevari
Georgia Bar No. 941527
asabzevari@fmglaw.com

Attorneys for Defendants

100 Galleria Parkway
Suite 1600
Atlanta, GA 30339
Telephone: 770-818-0000
Facsimile: 770-937-9960

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing **NOTICE OF REMOVAL** to the Clerk of Court using the CM/ECF system which will automatically send electronic mail notification of such filing to counsel of record who are CM/ECF participants and via first class mail by placing sufficient postage thereon to ensure delivery to:

Michael B. Terry
Naveen Ramachandrappa
BONDURANT, MIXSON & ELMORE LLP
1201 W Peachtree St NW Ste 3900
Atlanta GA 30309

Matthew B. Stoddard
THE STODDARD FIRM
5447 Roswell Road, Suite 204
Atlanta, GA 30342

Bryant T. Lamer
Angus W. Dwyer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106

This 11th day of January, 2019.

/s/ Michael P. Bruyere

Michael P. Bruyere
Georgia Bar No. 090101
Attorney for Defendants

FREEMAN MATHIS & GARY, LLP

100 Galleria Parkway, Suite 1600
Atlanta, GA 30339
Telephone: 770-818-0000
Facsimile: 770-937-9960

JS44 (Rev. 6/2017 NDGA)

CIVIL COVER SHEET

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

<p>I. (a) PLAINTIFF(S) Ryan Whelan, on behalf of himself and all others similarly situated</p>	<p>DEFENDANT(S) Wesley Apartment Hoomes, LLC, formerly known as Euramex Management Group, LLC; Avila Real Estate, LLC; and Turner Hill Partners, LLC</p>
<p>(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF <u>Harford County, Maryland</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p>	<p>COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT <u>Fulton County, Georgia</u> (IN U.S. PLAINTIFF CASES ONLY)</p> <p><small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</small></p>
<p>(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS) Bondurant, Mixson & Elmore, LLP, 1201 W. Peachtree St. NW Ste 3900, Atlanta, GA 30309, 404-881-4100, terry@bmelaw.com; The Stoddard Firm, 5447 Roswell Road, Suite 204, Atlanta, GA 30342, 404-593-2695, matt@thestoddardfirm.com; Spencer Fane LLP, 1000 Walnut St. Ste 1400, Kansas City, MO 64106</p>	<p>ATTORNEYS (IF KNOWN) Freeman Mathis & Gary, LLP 100 Galleria Parkway, Suite 1600 Atlanta, GA 30339 770-818-1435 mbruyere@fmglaw.com</p>

II. BASIS OF JURISDICTION
 (PLACE AN "X" IN ONE BOX ONLY)

<input type="checkbox"/> 1 U.S. GOVERNMENT PLAINTIFF	<input type="checkbox"/> 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
<input type="checkbox"/> 2 U.S. GOVERNMENT DEFENDANT	<input checked="" type="checkbox"/> 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

III. CITIZENSHIP OF PRINCIPAL PARTIES
 (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)
 (FOR DIVERSITY CASES ONLY)

PLF	DEF	PLF	DEF
<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 5
<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6

CITIZEN OF THIS STATE
 CITIZEN OF ANOTHER STATE
 CITIZEN OR SUBJECT OF A FOREIGN COUNTRY
 INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE
 INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE
 FOREIGN NATION

IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

<input type="checkbox"/> 1 ORIGINAL PROCEEDING	<input checked="" type="checkbox"/> 2 REMOVED FROM STATE COURT	<input type="checkbox"/> 3 REMANDED FROM APPELLATE COURT	<input type="checkbox"/> 4 REINSTATED OR REOPENED	<input type="checkbox"/> 5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District)	<input type="checkbox"/> 6 MULTIDISTRICT LITIGATION - TRANSFER	<input type="checkbox"/> 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
<input type="checkbox"/> 8 MULTIDISTRICT LITIGATION - DIRECT FILE						

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Plaintiff asserts on behalf of himself and all others similarly situated a claim for violations of the Georgia Security Deposit Statute. Court has original jurisdiction under 28 U.S.C. § 1332(d), in that it is a civil action filed as a class action involving more than 100 members, the matter in controversy exceeds the sum of \$5,000,000, exclusive of interest and costs, and Plaintiff is a citizen of a state different from at least one of the Defendants. Further Defendants are not a State, State official, or other governmental entity.

(IF COMPLEX, CHECK REASON BELOW)

<input type="checkbox"/> 1. Unusually large number of parties.	<input type="checkbox"/> 6. Problems locating or preserving evidence.
<input type="checkbox"/> 2. Unusually large number of claims or defenses.	<input type="checkbox"/> 7. Pending parallel investigations or actions by government.
<input type="checkbox"/> 3. Factual issues are exceptionally complex.	<input type="checkbox"/> 8. Multiple use of experts.
<input checked="" type="checkbox"/> 4. Greater than normal volume of evidence.	<input type="checkbox"/> 9. Need for discovery outside United States boundaries.
<input checked="" type="checkbox"/> 5. Extended discovery period is needed.	<input type="checkbox"/> 0. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY	AMOUNT \$	APPLYING IFP	MAG. JUDGE (IFP)
RECEIPT #	MAG. JUDGE	NATURE OF SUIT	CAUSE OF ACTION
JUDGE	<i>(Referral)</i>		

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE.
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other
- 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se
- 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT. RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT
- 835 PATENT-ABBREVIATED NEW DRUG APPLICATIONS (ANDA) - a/k/a Hatch-Waxman cases

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395(f))
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
- 376 Qui Tam 31 USC 3729(a)
- 400 STATE REAPPORTIONMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/ICC RATES/ETC.
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 890 OTHER STATUTORY ACTIONS
- 891 AGRICULTURAL ACTS
- 893 ENVIRONMENTAL MATTERS
- 895 FREEDOM OF INFORMATION ACT
- 899 ADMINISTRATIVE PROCEDURES ACT/ REVIEW OR APPEAL OF AGENCY DECISION
- 950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTI TRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMANDS N/A
 JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE N/A DOCKET NO. N/A

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

SIGNATURE OF ATTORNEY OF RECORD

DATE


 1/11/19

EXHIBIT 'A'

STATE COURT OF DEKALB COUNTY
GEORGIA, DEKALB COUNTY

No. 18A70827

Date Summons Issued and Filed 8/28/2018

SUMMONS

/s/ Monica Gay
Deputy Clerk

RYAN WHELAN

Deposit Paid \$ _____

(Plaintiff's name and address)

ANSWER

vs.

JURY

WESLEY APARTMENT HOMES, LLC, formerly known as
EURAMEX MANAGEMENT GROUP, LLC; AVILA REAL
ESTATE, LLC; and TURNER HILL PARTNERS, LLC

(Defendant's name and address)

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of State Court, Suite 230, 2nd Floor, Administrative Tower, DeKalb County Courthouse, 556 N. McDonough Street, Decatur, Georgia 30030 and serve upon the plaintiff's attorney, to wit:

Naveen Ramachandrappa, Ga. Bar No. 422036
Bondurant, Mixson & Elmore, LLP
1201 W. Peachtree St., NW (Name) #3900, Atlanta, GA 30309

(404) 881-4100 (Address)

(Phone Number) (Georgia Bar No.)

an ANSWER to the complaint which is herewith served upon you, within thirty (30) days after service upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. (Plus cost of this action.)

Defendant's Attorney _____

Third Party Attorney _____

Address _____

Address _____

Phone No. _____ Georgia Bar No. _____

Phone No. _____ Georgia Bar No. _____

TYPE OF SUIT

- | | | | |
|-----------------------------------|--|-----------|----------|
| <input type="checkbox"/> Account | <input type="checkbox"/> Personal Injury | Principal | \$ _____ |
| <input type="checkbox"/> Contract | <input type="checkbox"/> Medical Malpractice | Interest | \$ _____ |
| <input type="checkbox"/> Note | <input type="checkbox"/> Legal Malpractice | Atty Fees | \$ _____ |
| <input type="checkbox"/> Trover | <input type="checkbox"/> Product Liability | | |
| | <input checked="" type="checkbox"/> Other | | |

Transferred From _____

(Attach BLUE to Original and WHITE to Service Copy of complaint)

STATE COURT OF
DEKALB COUNTY, GA.
8/28/2018 12:19 PM
E-FILED
BY: Monica Gay

STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

RYAN WHELAN, on behalf of himself and all
others similarly situated;

Plaintiff;

v.

WESLEY APARTMENT HOMES, LLC,
formerly known as EURAMEX
MANAGEMENT GROUP, LLC; AVILA
REAL ESTATE, LLC; and TURNER HILL
PARTNERS, LLC;

Defendants.

Civil Action File No.

18A70827

CLASS ACTION
JURY TRIAL

CLASS ACTION COMPLAINT

Michael B. Terry
Naveen Ramachandrappa
BONDURANT, MIXSON & ELMORE, LLP
1201 W Peachtree St NW Ste 3900
Atlanta, GA 30309

Matthew B. Stoddard
THE STODDARD FIRM
5447 Roswell Road, Suite 204
Atlanta, GA 30342

Bryant T. Lamer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut St Ste 1400
Kansas City, MO 64106
Pro Hac Vice To Be Requested

**Attorneys for Plaintiff
Ryan Whelan**

TABLE OF CONTENTS

Summary 1

Parties 2

Jurisdiction and Venue..... 4

Defendants’ Conduct Regarding Ryan Whelan..... 4

Defendants’ Conduct Regarding the Class 5

The Class 7

Claim for Violation of the Georgia Security Deposit Statute 9

Prayer for Relief..... 10

Demand for Jury Trial..... 11

1. Plaintiff Ryan Whelan, a former tenant at the Wesley Stonecrest apartment complex, on behalf of himself and all other similarly situated tenants of the various Wesley Apartment Homes complexes, files this Class Action Complaint. Plaintiff and the Class assert claims against Defendants Wesley Apartment Homes, LLC (formerly known as Euramex Management Group, LLC), Avila Real Estate, LLC, and Turner Hill Partners, LLC (collectively “Defendants” or “Wesley Apartment”). Plaintiff and the Class seek damages for Wesley Apartment’s systematic violations of the Georgia security deposit statute. Specifically, they allege that Wesley Apartment has violated the Georgia security deposit statute by not providing their tenants with the list of alleged damages done to the premises within the statutorily required three-business-day time period.

Summary

2. This class action seeks to recover on behalf of Wesley Apartment tenants whose rights under the Georgia security deposit statute were violated by Defendants’ systematic violation of the procedures provided for in Code Sections 44-7-30 through 44-7-37, which are designed to protect Georgia residents from landlords unfairly taking their security deposits.

3. Managed and controlled by all or some combination of Defendants, Wesley Apartment has a corporate-wide policy of withholding all or some of the security deposits of its departing tenants in violation of Georgia law by not following, among other things, the procedures set forth in Code Section 44-7-33 (b).

4. Specifically, within three business days of the termination of occupancy, Defendants are required to conduct an inspection of the apartment, prepare a list of any alleged damage done to the premises, and provide that damages list to the departing tenant. *See, e.g.*, O.C.G.A. § 44-7-33 (b). Among other things, providing the tenant with the list of alleged damage done allows tenants if they so choose to conduct a counter-inspection of the premises –

which must be conducted within five business days of the termination of occupancy and which allows tenants to ascertain the accuracy of Defendants' list of alleged damages, assemble their own evidence, or otherwise dispute the accuracy of Defendants' list of alleged damages. *Id.*

5. The security deposit statute provides that "[t]he tenant's claims shall be limited to those items to which the tenant specifically dissented," and so if Defendants comply with the statute and tenants fail to dispute any item on the list prepared by the Defendants, then tenants ordinarily lose their rights to contest the alleged damages. O.C.G.A. § 44-7-33 (c).

6. And by not providing tenants the list of alleged damages done to the premises until after the time tenants have a right to conduct a counter-inspection has already passed, Defendants try to take away tenants' rights to contest any alleged damages while preserving the Defendants' ability to take all or part of tenant's security deposit.

7. However, by violating the requirements of the security deposit statute, Defendants lose their right to withhold any portion of the security deposits of the class members pursuant to Code Sections 44-7-35 (a) and (b), as well as lose any right to bring a claim for damages to the premises. Moreover, Code Section 44-7-35 (c) provides that violation of the security deposit statute results in each tenant receiving three times the amount of the security deposit improperly withheld plus reasonable attorney fees. Plaintiff seeks to recover those damages and attorney fees on behalf of himself and all other similarly situated tenants through this class action.

Parties

8. Plaintiff, and proposed class representative, Ryan Whelan is a resident of Harford County, Maryland, currently residing in Bel Air, Maryland 21015. Plaintiff resided at the Wesley Stonecrest apartment complex, located at 100 Wesley Stonecrest Circle, Lithonia, Georgia 30038, from June 6, 2013 through March 13, 2015.

9. Defendant Turner Hill Partners, LLC is a Georgia domestic limited liability

company with its principal office address at 1010 Huntcliff, Suite 2315, Atlanta, Georgia 30350. Its registered agent is Michael P. Kornheiser, 6400 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339. The DeKalb County Tax Commissioner lists Turner Hill Partners, LLC as an owner of the property where the Wesley Stonecrest apartment complex is located.

10. Defendant Wesley Apartment Homes, LLC is a Georgia domestic limited liability company with its principal office address at 1010 Huntcliff, Suite 2315, Atlanta, Georgia 30350. Its registered agent is Michael P. Kornheiser, 6400 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339. Wesley Apartment Homes, LLC was previously known as Euramex Management Group, LLC. On June 28, 2016, Euramex Management Group, LLC filed with the Georgia Secretary of State a Certificate of Amendment Name Change, effective on the same day, changing its name to Wesley Apartment Homes, LLC (which was previously a name under which Euramex Management Group, LLC did business). Before June 28, 2016, Euramex Management Group, LLC was described some times as an owner of Wesley Stonecrest and other times as an agent for the owner of the Wesley Stonecrest. Euramex Management Group, LLC and now Wesley Apartment Homes, LLC provided management services for all of the various Wesley Apartment Homes complexes, including but not limited to Wesley Stonecrest.

11. Defendant Avila Real Estate, LLC is a Georgia domestic limited liability company with its principal office address at 1010 Huntcliff, Suite 2315, Atlanta, Georgia 30350. Its registered agent is Michael P. Kornheiser, 6400 Powers Ferry Road, Suite 150, Atlanta, Georgia, 30339. Avila Real Estate, LLC is a parent entity which ultimately owns, operates, manages, and controls subsidiary entities, including but not limited to Wesley Apartment Homes, LLC, and Turner Hill Partners, LLC. Avila Real Estate, LLC lists Wesley Stonecrest as just one of its many apartment complexes in Georgia.

Jurisdiction and Venue

12. This Court has personal jurisdiction over Defendants because they are all Georgia corporations, and even if they were not, the cause of action arises from Defendants' transaction of business in Georgia.

13. This Court is also the proper venue for this action because, among other things, DeKalb County is the county where Plaintiff's lease contract was made or to be performed and Defendants have an office and transact business in DeKalb County; DeKalb County is the county where Plaintiff's cause of action originated and Defendants have an office and transact business in DeKalb County; and Defendants are joint tortfeasors each of whom is capable of being sued in a county where any of them resides for purposes of venue.

Defendants' Conduct Regarding Ryan Whelan

14. In or around June 6, 2013, Plaintiff entered into an agreement with one or more Defendants to rent an apartment unit at Wesley Stonecrest, which is an apartment complex owned, managed, and operated by Defendants.

15. Plaintiff's first agreement to rent an apartment unit at Wesley Stonecrest ran from June 6, 2013 through June 8, 2014. For this lease period, Plaintiff paid \$300 to Defendants as a security deposit for this unit.

16. During the term of his original lease, on or about April 2014, Plaintiff renewed his lease at Wesley Stonecrest for a term ending December 21, 2014. Before termination of the renewed lease, Plaintiff informed Defendants that he intended to stay in the apartment on a month-to-month basis until he gave a 30-day notice from his move out date. Plaintiff provided such notice and the effective termination date of his lease was March 13, 2015.

17. Plaintiff did not receive a list of alleged damage done to the premises within three business days of his termination on March 13, 2015.

18. Plaintiff also did not receive any portion of his security deposit for at least a month after termination. Plaintiff eventually received only part of his security deposit, and Defendants retained the remainder of his security deposit on the basis of alleged damage to the done to the premises.

19. Defendants did not comply with the Georgia security deposit statute. Among other things, Defendants did not provide Plaintiff with a list of the alleged damages done to the premises within three business days after termination of the lease.

Defendants' Conduct Regarding the Class

20. Defendants have instituted a policy and procedure that violates the Georgia security deposit statute regarding handling the security deposits of departing tenants and that applies to all Defendants' apartment complexes in Georgia.

21. Specifically, Defendants have the following policy and procedure with regard to departing tenants: (a) not providing departing tenants the damages list that Defendants are required to generate by O.C.G.A. § 44-7-33(b) within the three-business-day deadline; and (b) notwithstanding their failure to comply with the requirements of Georgia law, withholding some or all of the departing tenants' security deposits in violation of O.C.G.A. § 44-7-35.

22. All or some combination of Defendants controls or dominates a family of companies through which it manages its rental real estate business in Georgia.

23. All or some combination of Defendants sets the policy with regard to compliance or lack of compliance with the Georgia security deposit statute that is followed by subsidiaries, affiliated, or related entities ("Wesley Subsidiaries") that operate and participate in the ownership, operation, and management of the Wesley Apartment complexes.

24. All or some monies paid to the Wesley Subsidiaries that operate and participate in the ownership, operation, and management of the Wesley Apartment complexes are forwarded

up the corporate ladder to intermediate subsidiaries and, ultimately, to Wesley Apartment Homes and/or Avila Real Estate, LLC.

25. The purpose of the creation of the Wesley Subsidiaries as legal entities is to separate Wesley Apartment Homes, LLC and Avila Real Estate, LLC from legal liability.

26. For example, although Turner Hill Partners, LLC may be listed as an owner of the real estate where Wesley Stonecrest is located, Turner Hill Partners, LLC and the other Wesley Subsidiaries merely act as agents, alter egos, conduits, and/or participants in a joint venture and subject to the direction and control of Wesley Apartment Homes, LLC and/or Avila Real Estate, LLC (or for other, intermediate Wesley Subsidiaries that are also subject to the direction and control of Wesley Apartment Homes, LLC and/or Avila Real Estate, LLC). Turner Hill Partners, LLC's has very few agents or employees, and those agents or employees are also agents or employees of Wesley Apartment Homes, LLC or Avila Real Estate, LLC. Turner Hill Partners, LLC does not conduct any business, other than holding ownership of the property for the Wesley Stonecrest apartment complex. As a consequence, Turner Hill Partners, LLC is likely undercapitalized and does not have sufficient assets to satisfy claims against it.

27. The same allegations regarding the relationship between Turner Hill Partners, LLC and Wesley Apartment Homes, LLC and/or Avila Real Estate, LLC is true with respect to all of the other Wesley Subsidiaries. There are at least a total of twelve apartment complexes like Wesley Stonecrest operated by Defendants in Georgia.

28. Indeed, the lease forms used for the Wesley Stonecrest apartments prominently use the label "Wesley Apartment Homes" on the first page of its "Resident Handbook" and throughout each page of the lease. Further, the Resident Handbook identifies the "Main Office" of Wesley Apartment Homes as "1010 Huntcliff #2210, Atlanta, GA 30350," while the principal

place of business for Wesley Apartment Homes, LLC and Avila Real Estate, LLC is 1010 Huntcliff, Suite 2315, Atlanta, Georgia 30350. The Resident Handbook also directs tenants to use the resident portal at www.wesleyapartments.com, which is used by tenants of all Wesley Apartment complexes, not just Wesley Stonecrest.

The Class

29. Plaintiff brings this action pursuant to Rule 23 (b)(3) of the Georgia Civil Practice Act 9-11-23 on behalf of himself and a Class defined as follows:

- a. Ryan Whelan and any citizen of Georgia;
- b. who had an agreement for the rental of real property with Defendants or any of its subsidiaries or affiliated entities or persons;
- c. who had all or some of their security deposit not returned within one month of the termination of the lease due at least in part to alleged damage to the premises; and
- d. for whom Defendants did not provide, within three business days of the termination of occupancy, a comprehensive list of any damage done to the premises which is the basis for any charge against the security deposit and the estimated dollar value of such charge;
- e. subject to the applicable statute of limitations period and excluding any claims for security deposits retained after June 30, 2018.

30. Numerosity: The Class is so numerous that joinder of all class members is impracticable. Plaintiff is unable to allege at this time the exact number of class members; however, Plaintiff believes that there are at a minimum hundreds, if not thousands, of Class Members. Defendants operate at least twelve apartment complexes in Georgia. Defendants' records maintained in the ordinary course of business will reasonably identify reveal a more precise number of Class Members.

31. Commonality: Common questions of law and fact predominate in this action. The central question in this dispute – whether Defendants wrongfully withheld departing tenants' security deposits without providing those tenants with the statutorily required damages list – is

applicable to all class members.

32. Typicality: Plaintiff's claims are typical of the claims of other members of the Class, as Plaintiff and other members of the Class suffered the same type of harm arising out of Defendants' failure to comply with Georgia law concerning security deposits.

33. Adequacy: Plaintiff will fairly and adequately represent and protect the interests of the Class and has retained counsel competent and experienced in complex class actions. Plaintiff is a member of the Class, Plaintiff has no interests antagonistic to any other members of the Class, and Defendants have no defenses unduly unique to Plaintiff.

34. Predominance: The questions of law or fact common to the Class Members predominate over any questions affecting only individual members. Defendants' conduct can be litigated without any substantial need for by individual Class Member participation.

35. Superiority: A class action is superior to all other methods for the fair and efficient adjudication of this controversy. This action presents textbook facts and circumstances for the conduct of a class action to afford each individual Class Member a fair and efficient manner by which to prosecute his or her common claims and, likewise, a fair and efficient manner by which Defendants may defend such claims.

36. Individual prosecution of this matter in separate actions is not desirable as each Class Member's damages likely is hundreds of dollars and they will need to incur nearly the same investment to prosecute their individual case as plaintiff in this case will incur to prosecute this case. The interests of individual Class Members are overwhelmingly best served by the conduct of a class action.

37. Individual litigation of this matter would unduly increase expenses to all parties and prolong efficient adjudication given the expected size of the class.

38. There is no other litigation concerning this controversy that has already been commenced by or against members of the class.

39. Class membership is readably identifiable from Defendants' records that they maintain on their tenants such as name, social security number, last known address, electronic mail address, phone number and/or other identifying information.

Claim for Violation of the Georgia Security Deposit Statute

40. Plaintiff expressly incorporates by reference and re-allege as if set forth fully herein the preceding allegations of this complaint, and set forth the following claim.

41. With respect to Plaintiff and each Class Member, Defendants did not provide them with a list of the damages done to the premises they are required to generate under O.C.G.A. § 44-7-33 (b) by the three-business day deadline.

42. In so doing, Defendants did not provide one of the written statements "within the time period specified in O.C.G.A. § 44-7-33." O.C.G.A. § 44-7-35 (b). Therefore, pursuant to Georgia Code Section 44-7-35 (b), Defendants could not withhold any portion of the security deposit and cannot assert any claim against the tenant for damages to the premises.

43. Notwithstanding, Defendants nevertheless withheld all or a portion of the security deposit of each class member and, in so doing, violated Code Sections 44-7-34 and 44-7-35.

44. The withholding of some or all of Plaintiff's and each Class Member's security deposits was intentional and otherwise not the result of a bona fide error that occurred in spite of the existence of procedures reasonably designed to avoid such errors. As a consequence, Plaintiff and each Class Member are entitled to recover three times the amount improperly withheld as well as reasonable attorney fees.

45. To the extent that they are not directly liable as a "landlord" under the security deposit statute, Defendants are liable to the Class Members via veil-piercing and/or through a

joint venture. Defendants have failed to follow corporate formalities and observe the corporate form, have used the Wesley Subsidiaries, including, but not limited to Turner Hill Properties, LLC, as mere instrumentalities to carry out their business and have generally abused the corporate form by establish its subsidiaries as separate legal entities to avoid legal liability and execution of judgments. Consequently, Defendants are liable for the actions of all Wesley Subsidiaries and all involved in the joint venture against the Class Members, and Class Members are entitled to recover from Defendants three times the amount wrongfully withheld as well as reasonable attorney's fees and costs.

46. Moreover, or in the alternative, Defendants procured and/or acted in concert and combination and/or through a joint venture with and through the Wesley Subsidiaries to deprive the Class Members of their rights under Georgia law, and of their security deposits, by failing to provide them the statements within the time period specified in Code Section 44-7-33 but nevertheless withholding some portion of the security deposits of the Class Members. These actions violated the Class Members' rights under Code Sections 44-7-34 and 44-7-35.

47. By virtue of its membership and/or assistance and/or procurement, control, and direction in this joint venture or combination of acts, Defendants are liable for the wrongful acts of the Wesley Subsidiaries.

48. As a consequence, Class Members are entitled to recover three times the amount wrongfully withheld, as well as reasonable attorney fees.

Request for Relief

49. Plaintiff Ryan Whelan, individually and on behalf of the Class, requests:
- a. An order certifying the Class as defined above, appointing Plaintiff as the representative of the Class, and appointing undersigned counsel as Class Counsel;
 - b. A damage award for Plaintiff and each Class Member in the amount of three times the unlawfully withheld security deposit pursuant to Code Sections 44-7-33

and 44-7-35;

- c. An award of reasonable attorney fees to Plaintiff and each Class Member pursuant to Code Section 44-7-35; and
- d. Such further and other relief as the Court deems reasonable and just.

Demand for Jury Trial

50. Plaintiff, on behalf of himself and on behalf of the Class, demands a trial by jury for any and all issues so triable.

Signature page follows.

Plaintiff submits this complaint on August 28, 2018.

/s/ Naveen Ramachandrappa

Michael B. Terry
Ga. Bar No. 702582
Naveen Ramachandrappa
Ga. Bar No. 422036
BONDURANT, MIXSON & ELMORE, LLP
1201 W Peachtree St NW, Ste 3900
Atlanta, GA 30309
Tel: 404-881-4100
Fax: 404-881-4111
terry@bmelaw.com
ramachandrappa@bmelaw.com

Matthew B. Stoddard
Ga. Bar No. 558215
THE STODDARD FIRM
5447 Roswell Road
Suite 204
Atlanta, GA 30342
P: (404) 593-2695
F: (404) 264-1149
matt@thestoddardfirm.com

Bryant T. Lamer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106
Tel: (816) 474-8100
Fax: (816) 474-3216
blamer@spencerfane.com
bsmith@spencerfane.com
pro hac vice to be requested

Attorneys for Plaintiff Ryan Whelan

EXHIBIT 'B'

IN THE STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

RYAN WHELAN, on behalf of himself and
all others similarly situated;

Plaintiffs,

v.

WESLEY APARTMENT HOMES, LLC,
formerly known as EURAMEX
MANAGEMENT GROUP, LLC; AVILA
REAL ESTARTE, LLC; and TURNER HILL
PARTNERS, LLC,

Defendants.

CIVIL ACTION FILE NO.:
18A70827

CLASS ACTION JURY TRIAL

**STIPULATION EXTENDING TIME FOR DEFENDANTS TO ANSWER OR
OTHERWISE RESPOND TO PLAINTIFF'S COMPLAINT**

Pursuant to O.C.G.A. § 9-11-6(b), Plaintiff and Defendants WESLEY APARTMENT HOMES, LLC, *aka* EURAMEX MANAGEMENT GROUP, LLC; AVILA REAL ESTATE, LLC; and TURNER HILL PARTNERS, LLC, ("Defendants") hereby stipulate and agree that the time for Defendants to file an answer or otherwise respond to Plaintiff's complaint is extended through and including October 26, 2018 without being in default. All defenses are reserved.

[SIGNATURES ON NEXT PAGE]

Respectfully submitted this 27th day of September, 2018.

STIPULATED BY:

FREEMAN MATHIS & GARY, LLP

/s/Michael P. Bruyere

Michael P. Bruyere
Georgia Bar No. 090101
mbruyere@fmglaw.com
A. Ali Sabzevari
Georgia Bar No. 941527
asabzevari@fmglaw.com
Attorneys for Defendants

100 Galleria Parkway - Suite 1600
Atlanta, GA 30339
Telephone: 770-818-0000
Facsimile: 770-937-9960

STIPULATED BY:

BONDURANT, MIXSON & ELMORE LLP

/s/Naveen Ramchandrapa
(with express permission from counsel)
Michael B. Terry
Naveen Ramchandrapa
1201 W Peachtree St NW - Ste 3900
Atlanta GA 30309
Attorneys for Plaintiff

THE STODDARD FIRM

/s/Matthew B. Stoddard
(with express permission from counsel)
Matthew B. Stoddard
5447 Roswell Road - Suite 204
Atlanta, GA 30342
Attorneys for Plaintiff

SPENCER FANE LLP

/s/Bryant T. Lamer
(with express permission from counsel)
Bryant T. Lamer
Blake D. Smith
1000 Walnut Street, Suite 1400
Kansas City, MO 64106
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the within and foregoing **STIPULATION EXTENDING TIME FOR DEFENDANTS TO ANSWER OR OTHERWISE RESPOND TO PLAINTIFF'S COMPLAINT** to the Clerk of Court using the *Odyssey eFileGA* e-filing system which will automatically send electronic mail notification of such filing to counsel of record who are *Odyssey eFileGA* system participants, and mailed a paper copy of same mailed by the United States Postal Service, first-class, postage prepaid, to parties and counsel of record who are non- *Odyssey eFileGA* participants, properly addressed upon:

Brian T. Lamer, Esq.
Angus W. Dwyer, Esq.
Blake D. Smith, Esq.
SPENCER FANE LLP
1000 Walnut Street – Suite 1400
Kansas City, MO 64106
Attorneys for Plaintiff:

Matthew B. Stoddard, Esq.
THE STODDARD FIRM
5447 Roswell Road – Suite 204
Atlanta, GA 30342
Attorneys for Plaintiff

Naveen Ramachandrappa, Esq.
Michael B. Terry, Esq.
BONDURANT, MIXON & ELMORE
1201 W. Peachtree Street NW – Ste 3900
Atlanta, GA 30309
Attorneys for Plaintiff:

This 27th day of September, 2018.

FREEMAN MATHIS & GARY, LLP

By: /s/ Michael P. Bruyere
A. ALI SABZEVARI
Georgia Bar No. 941527
MICHAEL P. BRUYERE
Georgia Bar No. 090101
Attorneys for Defendants

100 Galleria Parkway - Suite 1600
Atlanta, Georgia 30339
(770) 818-0000 *Phone*
(770) 937-9960 *Facsimile*

EXHIBIT 'C'

IN THE STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

RYAN WHELAN, on behalf of
himself and all others similarly
situated;

Plaintiffs,

v.

WESLEY APARTMENT HOMES,
LLC, formerly known as EURAMEX
MANAGEMENT GROUP, LLC;
AVILA REAL ESTATE, LLC; and
TURNER HILL PARTNERS, LLC,

Defendants.

CIVIL ACTION FILE NO.:
18A70827

CLASS ACTION JURY TRIAL

**DEFENDANTS' ANSWER AND DEFENSES TO PLAINTIFF'S CLASS
ACTION COMPLAINT**

Defendants Wesley Apartment Homes, LLC formerly known as Euramex Management Group, LLC, Avila Real Estate, LLC, and Turner Hill Partners, LLC (collectively "defendants") hereby file their answer and defenses to plaintiff's class action complaint (the "complaint") as follows:

FIRST DEFENSE

The complaint fails to state a claim against defendants, in whole or in part, on which relief can be granted.

SECOND DEFENSE

The complaint fails to join an indispensable party as an additional plaintiff.

THIRD DEFENSE

To the extent as may be shown by the evidence through discovery, plaintiff's claims are barred by the defense of accord and satisfaction.

FOURTH DEFENSE

To the extent as may be shown by the evidence through discovery, plaintiff's claims against defendants are or may be barred by the doctrines of equitable estoppel, laches, consent, waiver, informed consent, release, ratification, acquiescence, unclean hands, *res judicata*, and/or collateral estoppel.

FIFTH DEFENSE

To the extent as may be shown by the evidence through discovery, plaintiff's damages, if any, were caused by the independent acts and decisions of persons and entities other than defendants and their employees or those over whom defendants had some legal right of control.

SIXTH DEFENSE

To the extent as may be shown by the evidence through discovery, any purported damages sustained by plaintiff were caused in whole or in part by the acts or omissions of plaintiff.

SEVENTH DEFENSE

To the extent as may be shown by the evidence through discovery, plaintiff's claims are barred because plaintiff has not sustained any damages as a result of defendants' actions.

EIGHTH DEFENSE

To the extent as may be shown by the evidence through discovery, defendants assert the affirmative defenses of assumption of the risk, contributory negligence, accord and satisfaction, arbitration and award, discharge in bankruptcy, duress, estoppel, failure of consideration, fraud, illegality, injury by fellow servant, laches, license, payment, release, res judicata, statute of frauds, and waiver.

NINTH DEFENSE

To the extent as may be shown by the evidence through discovery, plaintiff's claims are barred by the applicable statute of limitations.

TENTH DEFENSE

No act or omission of defendants either proximately caused or contributed to any damages allegedly suffered by plaintiff; therefore, plaintiff has no right of recovery against defendants.

ELEVENTH DEFENSE

Without admitting liability for any acts or omissions alleged, any acts or omissions complained of were undertaken or made in good faith, were not

intentional, and resulted from a bona fide error which occurred in spite of the existence of procedures reasonably designed to avoid such errors.

TWELFTH DEFENSE

Plaintiff's claims are barred because defendants have fully complied with their obligations to plaintiff under O.C.G.A. §§ 44-7-33 and 44-7-34.

THIRTEENTH DEFENSE

This case cannot properly be certified as a class action under O.C.G.A. § 9-11-23.

FOURTEENTH DEFENSE

Any claim by plaintiff for equitable relief is barred by the defense of laches.

FIFTEENTH DEFENSE

Subject matter jurisdiction is lacking to the extent the Class Action Fairness Act confers federal subject matter removal jurisdiction over this purported class action.

SIXTEENTH DEFENSE

Defendants reserve the right to amend their answer and plead any additional affirmative defenses, the availability of which may come to light as the action progresses and upon completion of further investigation and discovery.

SEVENTEENTH DEFENSE

Subject to and without waiving any defenses, defendants respond to the specific, numbered paragraphs of plaintiff's complaint as follows:

1.

Defendants admit only that plaintiff is a former tenant at the Wesley Stonecrest apartment complex and that plaintiff filed the complaint against defendants. Defendants deny in the form and manner alleged the remaining allegations contained in paragraph 1 of plaintiff's complaint and specifically deny any and all liability for the claims asserted, deny that they violated the Georgia security deposit statute or engaged in systemic violations of same, and deny that plaintiff is entitled to any of the relief requested.

ANSWER TO SUMMARY

2.

Defendants deny in the form and manner alleged the allegations contained in paragraph 2 of plaintiff's complaint and specifically deny any and all liability for the claims asserted, deny that they violated any procedures set forth in O.C.G.A. §§ 44-7-30 through 44-7-37, and deny that plaintiff is entitled to any of the relief requested.

3.

Responding to the allegations contained in paragraph 3 of plaintiff's complaint, defendants state that O.C.G.A. § 44-7-33(b) speaks for itself. Defendants deny the remaining allegations contained in paragraph 3 of plaintiff's complaint.

4.

Responding to the allegations contained in paragraph 4 of plaintiff's complaint, defendants state that O.C.G.A. § 44-7-33(b) speaks for itself. Defendant deny the remaining allegations contained in paragraph 4 of plaintiff's complaint.

5.

Responding to the allegations contained in paragraph 5 of plaintiff's complaint, defendants state that O.C.G.A. § 44-7-33(c) speaks for itself. Defendants deny in the form and manner alleged the remaining allegations contained in paragraph 5 of plaintiff's complaint.

6.

Defendants deny the allegations contained in paragraph 6 of plaintiff's complaint.

7.

Responding to the allegations contained in paragraph 7 of plaintiff's complaint, defendants state that the provisions and subsections of O.C.G.A. § 44-7-

35 speak for themselves. Defendants deny the remaining allegations contained in paragraph 7 of plaintiff's complaint.

ANSWER TO PARTIES

8.

Defendants admit the allegations contained in the second sentence of paragraph 8 of plaintiff's complaint. Defendants can neither admit nor deny the remaining allegations contained in paragraph 8 of plaintiff's complaint for want of sufficient information to form a belief as to the truth thereof.

9.

Defendants admit the allegations contained in paragraph 9 of plaintiff's complaint.

10.

Defendants admit the allegations contained in the first, second, third, fourth, and sixth sentence of paragraph 10 of plaintiff's complaint. Defendants deny as stated the remaining allegations contained in paragraph 10 of plaintiff's complaint.

11.

Defendants admit the allegations contained in the first and second sentence of paragraph 11 of plaintiff's complaint. Defendants deny as stated the remaining allegations contained in paragraph 11 of plaintiff's complaint.

ANSWER TO JURISDICTION AND VENUE

12.

The allegations contained in paragraph 12 constitute a legal conclusion to which no response is required. To the extent that a response is required, defendants admit that this Court has personal jurisdiction over defendants.

13.

The allegations contained in paragraph 12 constitute a legal conclusion to which no response is required. To the extent that a response is required, defendants admit that venue is proper, but deny that they are joint tortfeasors.

ANSWER TO DEFENDANTS' CONDUCT REGARDING RYAN WHELAN

14.

Responding to the allegations contained in paragraph 14 of plaintiff's complaint, defendants admit that on June 4, 2013, plaintiff signed a Residential Lease Contract to rent an apartment unit at Wesley Stonecrest. Defendants deny as stated the remaining allegations contained in paragraph 14 of plaintiff's complaint.

15.

Responding to the allegations contained in paragraph 15 of plaintiff's complaint, defendants admit that the lease term set forth in the Residential Lease Contract signed by plaintiff began on June 6, 2013 and ended a noon on June 8,

2014. Defendants deny as stated the remaining allegations contained in paragraph 15 of plaintiff's complaint.

16.

Responding to the allegations contained in paragraph 16 of plaintiff's complaint, defendants admit that plaintiff renewed his lease at Wesley Stonecrest for a term ending December 21, 2014 (the "renewed lease"). Defendants further admit that before termination of the renewed lease, plaintiff informed Wesley Stonecrest that he intended to stay in the apartment on a month-to-month basis. Defendants admit that plaintiff provided 30-day notice to vacate to Wesley Stonecrest and the effective termination date of his renewed lease was March 13, 2015. Defendants deny as stated the remaining allegations contained in paragraph 16 of plaintiff's complaint.

17.

Responding to the allegations contained in paragraph 17 of plaintiff's complaint, defendants state that on March 13, 2015, a move-out inspection was performed at the leased premises and plaintiff failed to appear. Moreover, on March 13, 2015, Wesley Stonecrest completed a move-out inspection form and "Security Deposit – Move Out Charges (SODA)" form, both of which identified the damages charges. Defendants deny that Georgia law required that plaintiff receive the list of damages within three business days of termination of the renewed lease.

Nevertheless, defendants state that had plaintiff appeared for the move-out inspection, he would have received the list of damages at that time.

18.

Responding to the allegations contained in paragraph 18 of plaintiff's complaint, defendants admit that the security deposit amount less any damages to the premises was provided to plaintiff within 30 days after move-out. Defendants deny as stated the remaining allegations contained in paragraph 18 of plaintiff's complaint.

19.

Defendants deny the allegations contained in paragraph 19 of plaintiff's complaint.

ANSWER TO DEFENDANTS' CONDUCT REGARDING THE CLASS

20.

Defendants deny the allegations contained in paragraph 20 of plaintiff's complaint.

21.

Defendants deny the allegations contained in paragraph 21 of plaintiff's complaint.

22.

Defendants deny as stated the allegations contained in paragraph 22 of plaintiff's complaint.

23.

Defendants deny as stated the allegations contained in paragraph 23 of plaintiff's complaint.

24.

Defendants deny as stated the allegations contained in paragraph 24 of plaintiff's complaint.

25.

Defendants deny as stated the allegations contained in paragraph 25 of plaintiff's complaint.

26.

Defendants deny as stated the allegations contained in paragraph 26 of plaintiff's complaint.

27.

Defendants deny as stated the allegations contained in paragraph 27 of plaintiff's complaint.

28.

Responding to the allegations contained in paragraph 28 of plaintiff's complaint, defendants state that any lease form and resident handbook speak for themselves. Further responding, defendants deny as stated the allegations contained in paragraph 28 of plaintiff's complaint.

ANSWER TO THE CLASS

29.

Defendants deny in the form and manner alleged the allegations contained in paragraph 29 of plaintiff's complaint and specifically deny that they violated any requirements under Georgia law or that a class should be certified in this case.

30.

Defendants deny the allegations contained in paragraph 30 of plaintiff's complaint.

31.

Defendants deny the allegations contained in paragraph 31 of plaintiff's complaint.

32.

Defendants deny the allegations contained in paragraph 32 of plaintiff's complaint.

33.

Defendants deny the allegations contained in paragraph 33 of plaintiff's complaint.

34.

Defendants deny the allegations contained in paragraph 34 of plaintiff's complaint.

35.

Defendants deny the allegations contained in paragraph 35 of plaintiff's complaint.

36.

Defendants deny the allegations contained in paragraph 36 of plaintiff's complaint.

37.

Defendants deny the allegations contained in paragraph 37 of plaintiff's complaint.

38.

Defendants can neither admit nor deny the allegations contained in paragraph 38 of plaintiff's complaint for want of sufficient information to form a belief as to the truth thereof.

39.

Defendants deny the allegations contained in paragraph 39 of plaintiff's complaint.

**ANSWER TO CLAIM FOR VIOLATION OF THE GOERGIA SECURITY
DEPOSIT STATUTE**

40.

Defendants hereby incorporate by reference as if fully set forth verbatim herein their answers and defenses previously made to paragraphs 1 through 39 above.

41.

Defendants deny the allegations contained in paragraph 41 of plaintiff's complaint.

42.

Defendants deny the allegations contained in paragraph 42 of plaintiff's complaint.

43.

Defendants deny the allegations contained in paragraph 43 of plaintiff's complaint.

44.

Defendants deny the allegations contained in paragraph 44 of plaintiff's complaint.

45.

Defendants deny the allegations contained in paragraph 45 of plaintiff's complaint.

46.

Defendants deny the allegations contained in paragraph 46 of plaintiff's complaint.

47.

Defendants deny the allegations contained in paragraph 47 of plaintiff's complaint.

48.

Defendants deny the allegations contained in paragraph 48 of plaintiff's complaint.

ANSWER TO REQUEST FOR RELIEF

49.

Defendants deny the allegations contained in paragraph 49 of plaintiff's complaint, including all subparagraphs thereof, and specifically deny that plaintiff or any class is entitled to any of the relief requested from them in form, type, or amount, under any theory at law or in equity.

ANSWER TO DEMAND FOR JURY TRIAL

50.

Defendants deny the allegations contained in paragraph 50 of plaintiff's complaint.

51.

Except as expressly admitted, defendants deny all allegations contained in plaintiff's complaint.

WHEREFORE, having fully listed their defenses and having fully answered the complaint, defendants pray as follows:

- (a) That judgment be entered in favor of defendants and against plaintiff on the complaint;
- (b) That the costs of this action, including attorneys fees, be cast against plaintiff; and
- (c) That the Court grant such other and further relief as it may deem just and proper.

**DEFENDANTS DEMAND TRIAL BY
JURY ON ALL ISSUES SO TRIABLE.**

FREEMAN MATHIS & GARY, LLP

/s/ Michael P. Bruyere

Michael P. Bruyere

Georgia Bar No. 090101

mbruyere@fmglaw.com

A. Ali Sabzevari

- 16 -

STATE COURT OF
DEKALB COUNTY, GA.
10/26/2018 8:50 AM
E-FILED
BY: Michelle Cheek

Georgia Bar No. 941527
asabzevari@fmglaw.com

Attorneys for Defendants

100 Galleria Parkway
Suite 1600
Atlanta, GA 30339
Telephone: 770-818-0000
Facsimile: 770-937-9960

CERTIFICATE OF SERVICE

I hereby certify that I have this day electronically submitted the foregoing **DEFENDANTS' ANSWER AND DEFENSES TO PLAINTIFF'S CLASS ACTION COMPLAINT** to the Clerk of Court using the *Odyssey eFileGA* e-filing system which will automatically send electronic mail notification of such filing to the following counsel of record

Bryant T. Lamer
Michael B. Terry
Naveen Ramachandrappa
BONDURANT, MIXSON & ELMORE LLP
1201 W Peachtree St NW Ste 3900
Atlanta GA 30309

Matthew B. Stoddard
THE STODDARD FIRM
5447 Roswell Road
Suite 204
Atlanta, GA 30342

Bryant T. Lamer
Angus W. Dwyer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106

This 26th day of October, 2018.

/s/ Michael P. Bruyere
Michael P. Bruyere
Georgia Bar No. 090101
Attorney for Defendants

FREEMAN MATHIS & GARY, LLP
100 Galleria Parkway
Suite 1600
Atlanta, GA 30339
Telephone: 770-818-0000
Facsimile: 770-937-9960

EXHIBIT 'D'

IN THE STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

RYAN WHELAN, on behalf of himself
and all others similarly situated;
Plaintiffs,

v.

WESLEY APARTMENT HOMES,
LLC, formerly known as EURAMEX
MANAGEMENT GROUP, LLC;
AVILA REAL ESTATE, LLC; and
TURNER HILL PARTNERS, LLC,

Defendants.

CIVIL ACTION FILE NO.:
18A70827

CLASS ACTION JURY TRIAL

**DEFENDANT TURNER HILL PARTNERS, LLC'S FIRST REQUESTS
FOR ADMISSIONS TO PLAINTIFF**

Defendant Turner Hill Partners, LLC (“defendant”) serves the following Requests for Admissions on Plaintiff pursuant to O.C.G.A. § 9-11-36. Plaintiff is directed to respond to each statement separately in writing and to admit or deny the truth thereof.

1.

Admit that at the time the instant action was commenced, Ryan Whelan was not a citizen of the State of Georgia.

2.

Admit that Ryan Whelan is not a citizen of the State of Georgia.

3.

Admit that less than two-thirds of the members of the proposed class are citizens of the State of Georgia.

4.

Admit that none of the members of the proposed class are citizens of the State of Georgia.

5.

Admit that plaintiff's proposed class involves 100 or more members.

6.

Admit that plaintiff seeks to establish a class that contains 100 or more members.

7.

Admit that plaintiff contends that the amount in controversy in this action exceeds the sum or value of \$5,000,000, exclusive of interest and costs.

8.

Admit that the United States District Court for the Northern District of Georgia has original jurisdiction over this action.

9.

Admit that venue is proper in the United States District Court for the Northern District of Georgia.

10.

Admit that plaintiff's complaint does not set forth a specific monetary amount which plaintiff and the proposed class seeks to recover.

11.

Admit that plaintiff's complaint on its face does not specifically allege that "the matter in controversy exceeds the sum or value of \$5,000,00."

FREEMAN MATHIS & GARY, LLP



Michael P. Bruyere
Georgia Bar No. 090101
A. Ali Sabzevari
Georgia Bar No. 941527

Attorneys for Defendants

100 Galleria Parkway
Suite 1600
Atlanta, Georgia 30339
(770) 818-0000 *Phone*
(770) 937-9960 *Facsimile*

CERTIFICATE OF SERVICE

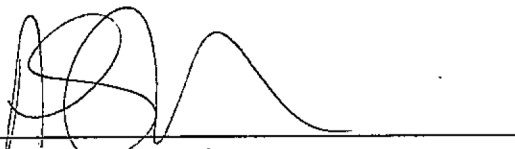
This is to certify that I have this day served a copy of the foregoing
**DEFENDANT TURNER HILL PARTNERS, LLC'S FIRST REQUESTS FOR
ADMISSIONS TO PLAINTIFF** via first class mail by placing sufficient postage
thereon to ensure delivery, and properly addressed to:

Michael B. Terry
Naveen Ramachandrappa
BONDURANT, MIXSON & ELMORE LLP
1201 W Peachtree St NW Ste 3900
Atlanta GA 30309

Matthew B. Stoddard
THE STODDARD FIRM
5447 Roswell Road
Suite 204
Atlanta, GA 30342

Bryant T. Lamer
Angus W. Dwyer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106

This 9th day of November, 2018.



A. Ali Sabzevari
Georgia Bar No. 941527

FREEMAN MATHIS & GARY, LLP

100 Galleria Parkway

Suite 1600

Atlanta, Georgia 30339

(770) 818-0000 *Phone*

(770) 937-9960 *Facsimile*

IN THE STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

RYAN WHELAN, on behalf of
himself and all others similarly
situated;

Plaintiffs,

v.

WESLEY APARTMENT HOMES,
LLC, formerly known as EURAMEX
MANAGEMENT GROUP, LLC;
AVILA REAL ESTATE, LLC; and
TURNER HILL PARTNERS, LLC,

Defendants.

CIVIL ACTION FILE NO.:
18A70827

CLASS ACTION JURY TRIAL

**DEFENDANT WESLEY APARTMENT HOMES, LLC'S FIRST
INTERROGATORIES TO PLAINTIFF**

Defendant Wesley Apartment Homes, LLC (“defendant”) serves the following Interrogatories on Plaintiff. Pursuant to O.C.G.A. §§ 9-11-26 and 33, Plaintiff is required to respond in writing and under oath, and in accordance with the Definitions and Instructions below, within thirty (30) days after service of these Interrogatories.

INSTRUCTIONS

For purposes of these Interrogatories, the following instructions shall apply:

1. If any of these Interrogatories cannot be answered in full, you shall answer to the extent possible and specify the reason(s) for your inability to answer the remainder, and you shall also state whatever information or knowledge you do have concerning the unanswered portion. For example, in answering any Interrogatory

concerning witnesses or documents, you should identify as many witnesses or documents as possible rather than stating “unknown at this time.”

2. As used herein, “concern” or “concerning” shall mean containing, relating to, referring to, reflecting, resulting from, embodying, identifying, stating, describing, evidencing, constituting, consisting of, or dealing with.

3. In responding to these Interrogatories, you shall furnish such information that is known or is available to you, regardless of whether the information is obtained directly by, or known to, your attorneys, agents, or representatives.

4. If you claim that any information or documents are privileged or otherwise protected from discovery, you should state the basis for such claim and, with respect to documents, you should identify any such document.

5. With respect to oral communications, you should identify: (a) the name of the person making the communication; (b) the name of the person(s) present while the communication was made; (c) the relationship of the person(s) present; (d) the date and place of the communication; and (e) the general subject matter of the communication.

6. The Interrogatories shall be answered in writing and under oath. Any separately numbered or lettered subpart of each Interrogatory requires a separate answer thereto.

DEFINITIONS

1. **“Plaintiff,” “you,” and “your”** means Plaintiff Ryan Whelan on behalf of himself and others similarly situated and any employee, agent, or representative of Ryan Whelan and any other person acting for, or on behalf of Ryan Whelan or under Ryan Whelan’s authority or control.
2. **“Person” or “party”** refers to and includes an individual, firm, partnership, corporation, association, or any other organization or entity (government or otherwise) and his, her, its or their agents and employees.
3. The terms **“Document” or “Documents”** are used in the broadest sense permitted by the Civil Practice Act and embrace the original and any non-identical copy of not only all printed or written materials but also all electronically-stored information (including, without limitation, information stored on smartphones and other hand-held devices or tablets) and any other means of data compilation from which information may be obtained or translated into reasonably usable or readable form, whether claimed to be privileged or otherwise excludable from discovery, including, but not limited to: emails, notes, text messages, instant messages, social media posts (e.g., Twitter or FaceBook), internet blogs, correspondence, communications, internal company communications, ledgers, books of account, purchase orders, invoices, statements, drafts, spreadsheets, memoranda, summaries, logs, writings, database entries, bulletins, agendas, interviews, reports or summaries

of interviews, account statements, articles, diaries, calendars, appointment books, reports, instructions, charts, labels, drawings, graphs, minutes or records of meetings, photographs, emails, reports and/or summaries of investigations, opinions or reports of consultants, opinions of counsel, contracts, offers, acceptances, agreements, letters, assignments, licenses, notebooks, electronic mail, surveys, reports or summaries of negotiations, reports or summaries of conversations, catalogs, brochures, pamphlets, advertisements, circulars, press releases, periodicals, receipts, freight bills, bids, transcripts, manuals, videos, audio recordings, films, computer tapes, computer discs, computer programs, drafts of documents, revisions of drafts of documents, Post-it notes, and all attachments to any documents in your actual or constructive possession, custody, or control.

4. **“Communication(s)”** includes every manner of transmitting or receiving facts from one or more persons to another, whether orally, by documents, electronically, or by any other means or method.

INTERROGATORIES

1.

If you denied Request No. 3 contained in Defendant Turner Hill Partners LLC’s First Requests For Admissions to Plaintiff, please state the following:

a. An explanation concerning what is believed to be inaccurate about the request and the reasons for your denial.

b. A description of all documents and/or evidence that support the factual basis for your denial.

2.

If you denied Request No. 4 contained in Defendant Turner Hill Partners LLC's First Requests For Admissions to Plaintiff, please state the following:

a. An explanation concerning what is believed to be inaccurate about the request and the reasons for your denial.

b. A description of all documents and/or evidence that support the factual basis for your denial.

3.

If you denied Request No. 5 contained in Defendant Turner Hill Partners LLC's First Requests For Admissions to Plaintiff, please state the following:

a. An explanation concerning what is believed to be inaccurate about the request and the reasons for your denial.

b. A description of all documents and/or evidence that support the factual basis for your denial.

4.

If you denied Request No. 6 contained in Defendant Turner Hill Partners LLC's First Requests For Admissions to Plaintiff, please state the following:

a. An explanation concerning what is believed to be inaccurate about the request and the reasons for your denial.

b. A description of all documents and/or evidence that support the factual basis for your denial.

5.

If you denied Request No. 7 contained in Defendant Turner Hill Partners LLC's First Requests For Admissions to Plaintiff, please state the following:

a. An explanation concerning what is believed to be inaccurate about the request and the reasons for your denial.

b. A description of all documents and/or evidence that support the factual basis for your denial.

6.

If you denied Request No. 8 contained in Defendant Turner Hill Partners LLC's First Requests For Admissions to Plaintiff, please state the following:

a. An explanation concerning what is believed to be inaccurate about the request and the reasons for your denial.

b. A description of all documents and/or evidence that support the factual basis for your denial.

7.

If you denied Request No. 9 contained in Defendant Turner Hill Partners LLC's First Requests For Admissions to Plaintiff, please state the following:

a. An explanation concerning what is believed to be inaccurate about the request and the reasons for your denial.

b. A description of all documents and/or evidence that support the factual basis for your denial.


FREEMAN MATHIS & GARY, LLP

Michael P. Bruyere
Georgia Bar No. 090101
A. Ali Sabzevari
Georgia Bar No. 941527

Attorneys for Defendants

100 Galleria Parkway
Suite 1600
Atlanta, Georgia 30339
(770) 818-0000 *Phone*
(770) 937-9960 *Facsimile*

CERTIFICATE OF SERVICE

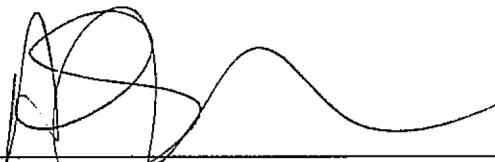
This is to certify that I have this day served a copy of the foregoing
DEFENDANT WESLEY APARTMENT HOMES, LLC'S FIRST
INTERROGATORIES TO PLAINTIFF via first class mail by placing sufficient
postage thereon to ensure delivery, and properly addressed to:

Michael B. Terry
Naveen Ramachandrappa
BONDURANT, MIXSON & ELMORE LLP
1201 W Peachtree St NW Ste 3900
Atlanta GA 30309

Matthew B. Stoddard
THE STODDARD FIRM
5447 Roswell Road
Suite 204
Atlanta, GA 30342

Bryant T. Lamer
Angus W. Dwyer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106

This 9th day of November, 2018.



A. Ali Sabzevari
Georgia Bar No. 941527

FREEMAN MATHIS & GARY, LLP

100 Galleria Parkway

Suite 1600

Atlanta, Georgia 30339

(770) 818-0000 *Phone*

(770) 937-9960 *Facsimile*

IN THE STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

RYAN WHELAN, on behalf of
himself and all others similarly
situated;

Plaintiffs,

v.

WESLEY APARTMENT HOMES,
LLC, formerly known as EURAMEX
MANAGEMENT GROUP, LLC;
AVILA REAL ESTATE, LLC; and
TURNER HILL PARTNERS, LLC,

Defendants.

CIVIL ACTION FILE NO.:
18A70827

CLASS ACTION JURY TRIAL

**DEFENDANT TURNER HILL PARTNERS, LLC'S FIRST
INTERROGATORIES TO PLAINTIFF**

Defendant Turner Hill Partners, LLC ("defendant") serves the following Interrogatories on Plaintiff. Pursuant to O.C.G.A. §§ 9-11-26 and 33, Plaintiff is required to respond in writing and under oath, and in accordance with the Definitions and Instructions below, within thirty (30) days after service of these Interrogatories.

INSTRUCTIONS

For purposes of these Interrogatories, the following instructions shall apply:

1. If any of these Interrogatories cannot be answered in full, you shall answer to the extent possible and specify the reason(s) for your inability to answer the remainder, and you shall also state whatever information or knowledge you do have concerning the unanswered portion. For example, in answering any Interrogatory

concerning witnesses or documents, you should identify as many witnesses or documents as possible rather than stating “unknown at this time.”

2. As used herein, “concern” or “concerning” shall mean containing, relating to, referring to, reflecting, resulting from, embodying, identifying, stating, describing, evidencing, constituting, consisting of, or dealing with.

3. In responding to these Interrogatories, you shall furnish such information that is known or is available to you, regardless of whether the information is obtained directly by, or known to, your attorneys, agents, or representatives.

4. If you claim that any information or documents are privileged or otherwise protected from discovery, you should state the basis for such claim and, with respect to documents, you should identify any such document.

5. With respect to oral communications, you should identify: (a) the name of the person making the communication; (b) the name of the person(s) present while the communication was made; (c) the relationship of the person(s) present; (d) the date and place of the communication; and (e) the general subject matter of the communication.

6. The Interrogatories shall be answered in writing and under oath. Any separately numbered or lettered subpart of each Interrogatory requires a separate answer thereto.

DEFINITIONS

1. **“Plaintiff,” “you,” and “your”** means Plaintiff Ryan Whelan on behalf of himself and others similarly situated and any employee, agent, or representative of Ryan Whelan and any other person acting for, or on behalf of Ryan Whelan or under Ryan Whelan’s authority or control.
2. **“Person” or “party”** refers to and includes an individual, firm, partnership, corporation, association, or any other organization or entity (government or otherwise) and his, her, its or their agents and employees.
3. The terms **“Document” or “Documents”** are used in the broadest sense permitted by the Civil Practice Act and embrace the original and any non-identical copy of not only all printed or written materials but also all electronically-stored information (including, without limitation, information stored on smartphones and other hand-held devices or tablets) and any other means of data compilation from which information may be obtained or translated into reasonably usable or readable form, whether claimed to be privileged or otherwise excludable from discovery, including, but not limited to: emails, notes, text messages, instant messages, social media posts (e.g., Twitter or FaceBook), internet blogs, correspondence, communications, internal company communications, ledgers, books of account, purchase orders, invoices, statements, drafts, spreadsheets, memoranda, summaries, logs, writings, database entries, bulletins, agendas, interviews, reports or summaries

of interviews, account statements, articles, diaries, calendars, appointment books, reports, instructions, charts, labels, drawings, graphs, minutes or records of meetings, photographs, emails, reports and/or summaries of investigations, opinions or reports of consultants, opinions of counsel, contracts, offers, acceptances, agreements, letters, assignments, licenses, notebooks, electronic mail, surveys, reports or summaries of negotiations, reports or summaries of conversations, catalogs, brochures, pamphlets, advertisements, circulars, press releases, periodicals, receipts, freight bills, bids, transcripts, manuals, videos, audio recordings, films, computer tapes, computer discs, computer programs, drafts of documents, revisions of drafts of documents, Post-it notes, and all attachments to any documents in your actual or constructive possession, custody, or control.

4. “**Communication(s)**” includes every manner of transmitting or receiving facts from one or more persons to another, whether orally, by documents, electronically, or by any other means or method.

INTERROGATORIES

1.

Identify yourself by stating your full name; all other names by which you have been known (including, but not limited to, aliases and nicknames); your state of citizenship; your date and place of birth; and your Social Security Number (if you have used more than one, include each number and the dates on which you used it).

2.

Identify (by name, address, and telephone number) each person answering or assisting in the preparation of responses to these discovery requests.

3.

For each member in the proposed or purported class, please identify their name, current state of citizenship, and state of citizenship on the date this action was filed.

4.

Identify all persons who you believe have knowledge of any facts related to any claim or defense in this matter.

5.

Identify all lawsuits you have filed in any court and for each, identify each party you sued, the date the lawsuit was filed, the court in which it was filed, and your counsel for the lawsuit.

6.

Identify all members of the putative class and provide their dates of birth, the amount of the security deposit which they contend was improperly withheld, the reason they contend the security deposit was improperly withheld, the name of the apartment complex at which they were a tenant, the reason why they moved-out, and the dates of their tenancy.

7.

Identify any person who may be a member of the putative class as alleged in the Complaint with whom you have communicated.

8.

Identify any person, including Defendant, with whom Plaintiff or Plaintiff's representative has had contact regarding the things and matters referred to in Plaintiff's Complaint and (a) describe fully the names of the individuals involved in the communication, (b) the time and date of the communication, (c) the substance of all information or knowledge concerning the communication, and (d) whether any such person gave a written statement or account.

9.

Describe with reasonable particularity all documents relevant to the issues in this lawsuit that relate to Plaintiff's contentions and give the name and address of the person or persons having possession, custody or control of each thing.

10.

Identify all evidence plaintiff intends to use in support of any motion for class certification.

11.

Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the

allegation in Paragraph 30 of the Complaint that the putative class is so numerous that the joinder of the class is impracticable.

12.

Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 31 of the Complaint that the putative class is subject to common questions of fact and law.

13.

Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 32 of the Complaint that the putative class is subject to claims typical of the claims of other members and that the members of the putative class suffered the same harm arising out of this alleged failure to comply with the law.

14.

Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 33 of the Complaint that Plaintiff will fairly and adequately represent and protect the interests of the putative class.

15.

Describe in detail all facts and circumstances, and identify all evidence and any

individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 34 of the Complaint that the questions of law or fact common to the putative class members predominate over questions affecting only individual members.

16.

Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 35 of the Complaint that a class action is superior to all other methods for the fair and efficient adjudication of this controversy.

17.

Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 2 of the Complaint that “Wesley Apartment tenants...rights under the Georgia security deposit statute were violated by Defendants’ systemic violation of the procedures provided for in Code Section 44-7-30 through 44-7-37.”

18.

Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 3 of the Complaint that “Wesley Apartment has a corporate-wide policy of withholding all or some of the security deposits of its departing tenants

in violation of Georgia law.”

19.

Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 18 of the Complaint that plaintiff “did not receive any portion of his security deposit for at least a month after termination.”

20.

Describe in detail each and every damage, cost or expense which Plaintiff contends that each putative class members incurred or will incur as a result or consequence of the alleged unlawful acts of Defendant, with said description to include without limitation, a full explanation of how each such damage, cost or expense was incurred or will be incurred, and the amount of each such damage, cost or expense.

21.

Describe the fee arrangement between Plaintiff and Plaintiff’s attorney and state the amount of attorney’s fees and expenses incurred by Plaintiff to the date of the responses to these interrogatories in connection with Plaintiff’s pursuit of all claims against Defendant and identify all documents that refer, relate to or pertain to such agreements, fees and/or expenses. The answer to this interrogatory should include, but not be limited to, the attorney performing the work, the amount of hours expended and the hourly rate for each attorney.

22.

State your current address and each location where you have resided during the past fifteen years (including the street address, apartment or unit number, city, state, and zip code and the dates you resided at each address); and for each, identify every person (and your relationship to that person) with whom you resided.

23.

Describe your employment history during the past fifteen years; and for each job that you have held, include the name and address of the employer, the dates of employment, your position or title, your salary or compensation, and the reason you left.

24.

Identify each and every statement (oral, written, recorded, or videotaped) made by any person who has knowledge of the alleged failure to comply with the Georgia Security Deposit Statute (O.C.G.A. § 44-7-30, *et seq.*), or the claims in your Complaint; and for each, state the date on which the statement was made and identify (a) the person who gave the statement, (b) the person who took or received the statement, and (c) the person who has possession, custody, or control of the statement.

25.

Identify each and every person who has knowledge of the alleged failure to comply with the Georgia Security Deposit Statute (O.C.G.A. § 44-7-30, *et seq.*), or the claims in your Complaint and provide the knowledge they possess and their last known contact information.

26.

State whether plaintiff or any class member has had any communication with the Defendants named in this action, including, but not limited to, any of their current or former agents, employees, or representatives; if so, state the date and place of each communication, identify each person who participated in the communication, identify any memorialization of that communication, and describe the substance of each communication.

27.

State the name and address of every person known to you, your agents, or your attorneys, who has knowledge about, or possession, custody, or control of, any model, plat, map, drawing, motion picture, videotape, or photograph pertaining to any allegation in your Complaint; and describe as to each, what item such person has, the name and address of the person who took or prepared it, and the date it was taken or prepared.

28.

Please identify all oral and written communications that any employee or agent of Defendant had with each class member including but not limited to voicemail messages, and for each such communication, please state the time and date of the communication, the individuals who participated in the conversation or left a voicemail message, and describe in detail the substance of each communication cited.

29.

Has any court denied a motion for class certification filed by Plaintiff's counsel? If your answer is yes, please identify the case style (plaintiff, defendant, civil action number and name of court), the date of the order denying class certification and the name of the judge who entered the order.

30.

State all facts and identify all evidence supports your contention that this case should be maintained as a Class Action.

31.

Does Plaintiff plan on calling at the class certification hearing any witnesses to testify? If so, state in detail: (1) The names, addresses and telephone numbers of each person whom you expect to call; and (2) The subject matter about which each witness is expected to or may testify.

32.

Identify each and every person, document, writing, recording, or other tangible item which supports your contention that any named plaintiff or member of the putative class was not paid monies purportedly due them under the law of Georgia, and provide the name, address, phone number, and anticipated area of knowledge of each person identified herein.

33.

Define the geographical area in which members of the class sought to be represented are located, state in detail the factual and legal basis for any contention that the given geographical area is appropriate, and identify all documents that support your contention.

34.

Define the time period spanned that Plaintiff contends to be appropriate by all class claims, stating the factual and legal basis for the contention that the given time period is appropriate and identify all documents that support that contention.

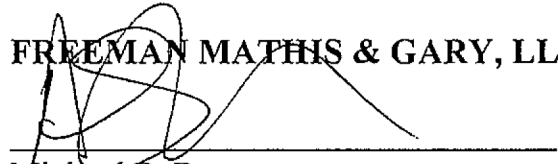
35.

State each and every criteria, policy, procedure or practice utilized by the defendants which you contend violated the law.

36.

Identify each person who may testify or provide opinions as an expert witness at class certification or the trial of this case. Please state the subject matter on which each expert witness is expected to testify, the substance of the facts, findings and opinions about which each expert witness is expected to testify, and give a summary of the grounds for each opinion.

FREEMAN MATHIS & GARY, LLP



Michael P. Bruyere
Georgia Bar No. 090101
A. Ali Sabzevari
Georgia Bar No. 941527

Attorneys for Defendants

100 Galleria Parkway
Suite 1600
Atlanta, Georgia 30339
(770) 818-0000 *Phone*
(770) 937-9960 *Facsimile*

CERTIFICATE OF SERVICE

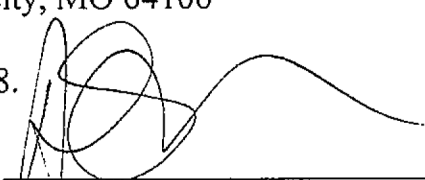
This is to certify that I have this day served a copy of the foregoing
DEFENDANT TURNER HILL PARTNERS, LLC'S FIRST
INTERROGATORIES TO PLAINTIFF via first class mail by placing sufficient
postage thereon to ensure delivery, and properly addressed to:

Michael B. Terry
Naveen Ramachandrappa
BONDURANT, MIXSON & ELMORE LLP
1201 W Peachtree St NW Ste 3900
Atlanta GA 30309

Matthew B. Stoddard
THE STODDARD FIRM
5447 Roswell Road
Suite 204
Atlanta, GA 30342

Bryant T. Lamer
Angus W. Dwyer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106

This 9th day of November, 2018.



A. Ali Sabzevari
Georgia Bar No. 941527

FREEMAN MATHIS & GARY, LLP

100 Galleria Parkway

Suite 1600

Atlanta, Georgia 30339

(770) 818-0000 *Phone*

(770) 937-9960 *Facsimile*

IN THE STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

RYAN WHELAN, on behalf of
himself and all others similarly
situated;

Plaintiffs,

v.

WESLEY APARTMENT HOMES,
LLC, formerly known as EURAMEX
MANAGEMENT GROUP, LLC;
AVILA REAL ESTATE, LLC; and
TURNER HILL PARTNERS, LLC,

Defendants.

CIVIL ACTION FILE NO.:
18A70827

CLASS ACTION JURY TRIAL

**DEFENDANT TURNER HILL PARTNERS, LLC'S FIRST REQUESTS
FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF**

Defendant Turner Hill Partners, LLC ("defendant") serves the following Requests for Production of Documents on Plaintiff. Pursuant to O.C.G.A. §§ 9-11-26 and 34, Plaintiff is required to produce for inspection and copying the following documents and things within thirty (30) days after service of these Requests for Production.

INSTRUCTIONS

For purposes of these Requests for Production, the following instructions shall apply:

1. If you cannot comply with any of the following Requests for Production in full after exercising due diligence to secure the information, so state and answer to

the extent possible, specifying the reason for your inability to respond to the remainder, and stating any information or knowledge that you have concerning the unanswered items.

2. Responsive documents shall be produced as they are kept in the usual course of business or organized and labeled to correspond with the Request Nos. in these Requests for Production. Documents shall be produced in full and unexpurgated form. Electronically stored information shall be produced in the form in which such information is ordinarily maintained or in a reasonably usable and searchable format. Documents created and/or stored in Microsoft Excel format shall be produced “natively,” e.g., as documents that, subsequent to production, may be opened and reviewed in Microsoft Excel.

3. As used herein, “concern” or “concerning” means containing, relating to, referring to, reflecting, resulting from, embodying, identifying, stating, describing, evidencing, constituting, consisting of, or dealing with.

4. In responding to these Requests for Production, you shall furnish such information that is known or is available to you, regardless of whether the information is obtained directly by, or known to, your attorneys, agents, or representatives. These Requests for Production include not only responsive documents within your possession, custody, or control, but also any responsive documents in the possession, custody, or control of your agents, attorneys,

accountants, employees, consultants, representatives, and other persons from whom such documents may be obtained.

5. If you claim that any information or documents are privileged or otherwise protected from discovery, you should state the basis for such claim and, with respect to documents, you should identify any such document.

6. If any documents or parts of documents responsive to these Requests for Production have been destroyed, discarded, or otherwise disposed of, a list shall be furnished setting forth as to each document the following information: (a) the title of the document; (b) the nature of the document; (c) the name, address, occupation, title, and business affiliation of each person who prepared, received, or viewed the document; (d) the date of the document; (e) a description of the subject matter of the document; (f) the date of destruction or disposition of the document; (g) a statement of the reasons for destruction or other disposition; (h) the identity of the person(s) who authorized its destruction or other disposition; and (i) the identity of the person(s) who destroyed or otherwise disposed of the document.

DEFINITIONS

1. **“Plaintiff,” “you,” and “your”** means Plaintiff Ryan Whelan on behalf of himself and others similarly situated and any employee, agent, or representative of Ryan Whelan and any other person acting for, or on behalf of Ryan Whelan or under Ryan Whelan’s authority or control.

2. **“Person”** or **“party”** refers to and includes an individual, firm, partnership, corporation, association, or any other organization or entity (government or otherwise) and his, her, its or their agents and employees.

3. The terms **“Document”** or **“Documents”** are used in the broadest sense permitted by the Civil Practice Act and embrace the original and any non-identical copy of not only all printed or written materials but also all electronically-stored information (including, without limitation, information stored on smartphones and other hand-held devices or tablets) and any other means of data compilation from which information may be obtained or translated into reasonably usable or readable form, whether claimed to be privileged or otherwise excludable from discovery, including, but not limited to: emails, notes, text messages, instant messages, social media posts (e.g., Twitter or FaceBook), internet blogs, correspondence, communications, internal company communications, ledgers, books of account, purchase orders, invoices, statements, drafts, spreadsheets, memoranda, summaries, logs, writings, database entries, bulletins, agendas, interviews, reports or summaries of interviews, account statements, articles, diaries, calendars, appointment books, reports, instructions, charts, labels, drawings, graphs, minutes or records of meetings, photographs, emails, reports and/or summaries of investigations, opinions or reports of consultants, opinions of counsel, contracts, offers, acceptances, agreements, letters, assignments, licenses, notebooks, electronic mail, surveys,

reports or summaries of negotiations, reports or summaries of conversations, catalogs, brochures, pamphlets, advertisements, circulars, press releases, periodicals, receipts, freight bills, bids, transcripts, manuals, videos, audio recordings, films, computer tapes, computer discs, computer programs, drafts of documents, revisions of drafts of documents, Post-it notes, and all attachments to any documents in your actual or constructive possession, custody, or control.

4. **“Communication(s)”** includes every manner of transmitting or receiving facts from one or more persons to another, whether orally, by documents, electronically, or by any other means or method.

REQUESTS

1.

All documents you reviewed, relied upon, or otherwise considered in preparing your answers to Turner Hill Partners, LLC’s First Interrogatories to Plaintiff, including those documents identified therein.

2.

All documents you reviewed, relied upon, or otherwise considered in preparing your answers to Wesley Apartment Homes, LLC’s First Interrogatories to Plaintiff, including those documents identified therein.

3.

All documents you reviewed, relied upon, or otherwise considered in preparing your answers to Turner Hill Partners, LLC's First Requests for Admissions to Plaintiff.

4.

All documents you have obtained from any third party that in any way support, contradict, or are inconsistent with Plaintiff's allegations in this lawsuit, including any documents that you have obtained by subpoena or third-party document request in this lawsuit.

5.

All documents that evidence, refer to, reflect, or quantify in any way any item of damages you claim in this lawsuit.

6.

All statements of any kind (i.e., oral, written, recorded, or videotaped) from each person who has knowledge relating to your claims in this lawsuit.

7.

All statements (written, recorded, or videotaped) made by any person who has knowledge of the alleged failure to comply with the Georgia Security Deposit Statute (O.C.G.A. § 44-7-30, *et seq.*), or the claims in your Complaint.

8.

All communications including, but not limited to, e-mail communications or text messages, with the Defendants named in this action, which includes but is not limited to, communications with any current or former agents, employees, or representatives, involving the claims in this action.

9.

All documents supporting or contradicting your allegations in Paragraph 30 of the Complaint that the putative class is so numerous that the joinder of the class is impracticable.

10.

All documents supporting or contradicting your allegations in Paragraph 30 of the Complaint that “Plaintiff believes that there are at a minimum hundreds, if not thousands, of Class members.”

11.

All documents supporting or contradicting your allegations in Paragraph 31 of the Complaint that the putative class is subject to common questions of fact and law.

12.

All documents supporting or contradicting your allegations in Paragraph 32 of the Complaint that the putative class is subject to claims typical of the claims of

other members and that the members of the putative class suffered the same harm arising out of this alleged failure to comply with the law.

13.

All documents supporting or contradicting your allegations in Paragraph 33 of the Complaint that Plaintiff will fairly and adequately represent and protect the interests of the putative class.

14.

All documents supporting or contradicting your allegations in Paragraph 34 of the Complaint that the questions of law or fact common to the putative class members predominate over questions affecting only individual members.

15.

All documents supporting or contradicting your allegations in Paragraph 35 of the Complaint that a class action is superior to all other methods for the fair and efficient adjudication of this controversy.

16.

All writings, notes, memoranda, or documents which support your contention that any named plaintiff or member of the putative class was not paid monies purportedly due them under the law of Georgia.

17.

All communications including, but not limited to, e-mail communications or text messages, between or among the putative class members named in this action.

18.

All documents reflecting the fee arrangement between Plaintiff and Plaintiff's attorney.

19.

All documents referable or pertaining in any way to, or which refer to, any of the matters and things made the subject of the Complaint in this action.

20.

All documents that support or tend to support plaintiff's allegation in paragraph 2 of the Complaint that "Wesley Apartment tenants...rights under the Georgia security deposit statute were violated by Defendants' systemic violation of the procedures provided for in Code Section 44-7-30 through 44-7-37."

21.

All documents that support or tend to support plaintiff's allegation in paragraph 3 of the Complaint that "Wesley Apartment has a corporate-wide policy of withholding all or some of the security deposits of its departing tenants in violation of Georgia law."

22.

All documents that support or tend to support plaintiff's allegation in paragraph 18 of the Complaint that plaintiff "did not receive any portion of his security deposit for at least a month after termination."

23.

All documents that support or tend to support plaintiff's allegation in paragraph 20 of the Complaint that "Defendants have instituted a policy and procedure that violates the Georgia security deposit statute."

24.

All documents that support or tend to support plaintiff's allegations in paragraph 22 of the Complaint.

25.

All documents that support or tend to support plaintiff's allegations in paragraph 23 of the Complaint.

26.

All documents that support or tend to support plaintiff's allegations in paragraph 24 of the Complaint.

27.

All documents that support or tend to support plaintiff's allegations in paragraph 25 of the Complaint.

28.

All documents that support or tend to support plaintiff's allegations in paragraph 26 of the Complaint.

29.

All documents that support or tend to support plaintiff's allegations in paragraph 27 of the Complaint.

30.

All documents that support or tend to support plaintiff's allegations in paragraph 41 of the Complaint.

31.

All documents that support or tend to support plaintiff's allegations in paragraph 42 of the Complaint.

32.

All documents that support or tend to support plaintiff's allegations in paragraph 43 of the Complaint.

33.

All documents that support or tend to support plaintiff's allegations in paragraph 44 of the Complaint.

34.

All documents that support or tend to support plaintiff's allegations in paragraph

45 of the Complaint.

35.

All documents that support or tend to support plaintiff's allegations in paragraph 46 of the Complaint.

36.

All documents that support or tend to support plaintiff's allegations in paragraph 47 of the Complaint.

37.

All documents, in native format, referred to or described in Plaintiff's Complaint.

38.

Any photographs, audio recordings, or video recordings that relate to any matters that are the subject of this civil action.

39.

All written or recorded statements of any person with knowledge of the allegations in the Complaint or the defenses raised by Defendants.

40.

All evidence of your attorneys' fees and costs of litigation as sought to be recovered in the Complaint.

41.

All evidence to show the citizenship of each member of plaintiff's proposed class.

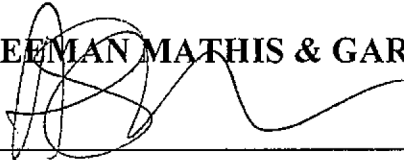
42.

Produce all documents submitted to and/or prepared by each person whom you expect to call as an expert witness, in person or by deposition, at class certification or any trial of this action.

43.

Produce a current curriculum vitae for each of your expert witnesses.

FREEMAN MATHIS & GARY, LLP



Michael P. Bruyere
Georgia Bar No. 090101
A. Ali Sabzevari
Georgia Bar No. 941527

Attorneys for Defendants

100 Galleria Parkway
Suite 1600
Atlanta, Georgia 30339
(770) 818-0000 *Phone*
(770) 937-9960 *Facsimile*

CERTIFICATE OF SERVICE

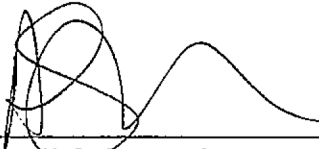
This is to certify that I have this day served a copy of the foregoing **DEFENDANT TURNER HILL PARTNERS, LLC'S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS TO PLAINTIFF** via first class mail by placing sufficient postage thereon to ensure delivery, and properly addressed to:

Michael B. Terry
Naveen Ramachandrappa
BONDURANT, MIXSON & ELMORE LLP
1201 W Peachtree St NW Ste 3900
Atlanta GA 30309

Matthew B. Stoddard
THE STODDARD FIRM
5447 Roswell Road
Suite 204
Atlanta, GA 30342

Bryant T. Lamer
Angus W. Dwyer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106

This 9th day of November, 2018.



A. Ali Sabzevari
Georgia Bar No. 941527

FREEMAN MATHIS & GARY, LLP

100 Galleria Parkway

Suite 1600

Atlanta, Georgia 30339

(770) 818-0000 *Phone*

(770) 937-9960 *Facsimile*

IN THE STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

RYAN WHELAN, on behalf of
himself and all others similarly
situated;

Plaintiffs,

v.

WESLEY APARTMENT HOMES,
LLC, formerly known as EURAMEX
MANAGEMENT GROUP, LLC;
AVILA REAL ESTATE, LLC; and
TURNER HILL PARTNERS, LLC,

Defendants.

CIVIL ACTION FILE NO.:
18A70827

CLASS ACTION JURY TRIAL

**DEFENDANTS WESLEY APARTMENT HOMES, LLC AND TURNER
HILL PARTNERS, LLC'S RULE 5.2 CERTIFICATE OF SERVICE OF
DISCOVERY**

I hereby certify that I am counsel for Defendants Wesley Apartment Homes, LLC and Turner Hill Partners, LLC, and that I have on this day served the following discovery upon Plaintiff:

1. Defendant Wesley Apartment Homes, LLC's First Interrogatories to Plaintiff;
2. Defendant Turner Hill Partners, LLC's First Interrogatories to Plaintiff;
3. Defendant Turner Hill Partners, LLC's First Requests for Admissions to Plaintiff, and
4. Defendant Turner Hill Partners, LLC's First Requests for Production of Documents to Plaintiff;

by depositing a copy of the same in the United States Mail, with adequate postage

affixed thereon and properly addressed to:

Michael B. Terry
Naveen Ramachandrappa
BONDURANT, MIXSON & ELMORE LLP
1201 W Peachtree St NW Ste 3900
Atlanta GA 30309

Matthew B. Stoddard
THE STODDARD FIRM
5447 Roswell Road
Suite 204
Atlanta, GA 30342

Bryant T. Lamer
Angus W. Dwyer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106

This 9th day of November, 2018.

FREEMAN MATHIS & GARY, LLP

/s/ A. Ali Sabzevari
A. Ali Sabzevari
Georgia Bar No. 941527
asabzevari@fmglaw.com

FREEMAN MATHIS & GARY, LLP

100 Galleria Parkway
Suite 1600
Atlanta, Georgia 30339
(770) 818-0000 *Phone*
(770) 937-9960 *Facsimile*

STATE COURT OF
DEKALB COUNTY, GA.
11/9/2018 2:32 PM
E-FILED
BY: Michelle Cheek

CERTIFICATE OF SERVICE

I hereby certify that I have this day electronically submitted the foregoing **RULE 5.2 CERTIFICATE OF SERVICE OF DISCOVERY MATERIALS** to the Clerk of Court using the *Odyssey eFileGA* system which will automatically send electronic mail notification of such filing to counsel of record who are *Odyssey eFileGA* system participants, and mailed a paper copy of same by the United States Postal Service, first-class, postage prepaid, to parties and counsel of record who are non-*Odyssey eFileGA* participants, properly addressed upon:

Michael B. Terry
Naveen Ramachandrappa
BONDURANT, MIXSON & ELMORE LLP
1201 W Peachtree St NW Ste 3900
Atlanta GA 30309

Matthew B. Stoddard
THE STODDARD FIRM
5447 Roswell Road
Suite 204
Atlanta, GA 30342

Bryant T. Lamer
Angus W. Dwyer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106

This 9th day of November, 2018.

FREEMAN MATHIS & GARY, LLP

/s/ A. Ali Sabzevari
A. Ali Sabzevari
Georgia Bar No. 941527
asabzevari@finglaw.com

FREEMAN MATHIS & GARY, LLP

100 Galleria Parkway
Suite 1600
Atlanta, Georgia 30339
(770) 818-0000 *Phone*
(770) 937-9960 *Facsimile*

EXHIBIT 'E'

IN THE STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

RYAN WHELAN, on behalf of
himself and all others similarly
situated;

Plaintiffs,

v.

WESLEY APARTMENT HOMES,
LLC, formerly known as EURAMEX
MANAGEMENT GROUP, LLC;
AVILA REAL ESTATE, LLC; and
TURNER HILL PARTNERS, LLC,

Defendants.

CIVIL ACTION FILE NO.:
18A70827

CLASS ACTION JURY TRIAL

**DEFENDANTS' FIRST AMENDED ANSWER AND DEFENSES TO
PLAINTIFF'S CLASS ACTION COMPLAINT**

Defendants Wesley Apartment Homes, LLC formerly known as Euramex Management Group, LLC, Avila Real Estate, LLC, and Turner Hill Partners, LLC (collectively "defendants") hereby file their first amended answer and defenses to plaintiff's class action complaint (the "complaint") as follows:

FIRST DEFENSE

The complaint fails to state a claim against defendants, in whole or in part, on which relief can be granted.

SECOND DEFENSE

The complaint fails to join an indispensable party as an additional plaintiff.

THIRD DEFENSE

To the extent as may be shown by the evidence through discovery, plaintiff's claims are barred by the defense of accord and satisfaction.

FOURTH DEFENSE

To the extent as may be shown by the evidence through discovery, plaintiff's claims against defendants are or may be barred by the doctrines of equitable estoppel, laches, consent, waiver, informed consent, release, ratification, acquiescence, unclean hands, *res judicata*, and/or collateral estoppel.

FIFTH DEFENSE

To the extent as may be shown by the evidence through discovery, plaintiff's damages, if any, were caused by the independent acts and decisions of persons and entities other than defendants and their employees or those over whom defendants had some legal right of control.

SIXTH DEFENSE

To the extent as may be shown by the evidence through discovery, any purported damages sustained by plaintiff were caused in whole or in part by the acts or omissions of plaintiff.

SEVENTH DEFENSE

To the extent as may be shown by the evidence through discovery, plaintiff's claims are barred because plaintiff has not sustained any damages as a result of defendants' actions.

EIGHTH DEFENSE

To the extent as may be shown by the evidence through discovery, defendants assert the affirmative defenses of assumption of the risk, contributory negligence, accord and satisfaction, arbitration and award, discharge in bankruptcy, duress, estoppel, failure of consideration, fraud, illegality, injury by fellow servant, laches, license, payment, release, res judicata, statute of frauds, and waiver.

NINTH DEFENSE

To the extent as may be shown by the evidence through discovery, plaintiff's claims are barred by the applicable statute of limitations.

TENTH DEFENSE

No act or omission of defendants either proximately caused or contributed to any damages allegedly suffered by plaintiff; therefore, plaintiff has no right of recovery against defendants.

ELEVENTH DEFENSE

Without admitting liability for any acts or omissions alleged, any acts or omissions complained of were undertaken or made in good faith, were not

intentional, and resulted from a bona fide error which occurred in spite of the existence of procedures reasonably designed to avoid such errors.

TWELFTH DEFENSE

Plaintiff's claims are barred because defendants have fully complied with their obligations to plaintiff under O.C.G.A. §§ 44-7-33 and 44-7-34.

THIRTEENTH DEFENSE

This case cannot properly be certified as a class action under O.C.G.A. § 9-11-23.

FOURTEENTH DEFENSE

Any claim by plaintiff for equitable relief is barred by the defense of laches.

FIFTEENTH DEFENSE

Subject matter jurisdiction is lacking to the extent the Class Action Fairness Act confers federal subject matter removal jurisdiction over this purported class action.

SIXTEENTH DEFENSE

Defendants reserve the right to amend their answer and plead any additional affirmative defenses, the availability of which may come to light as the action progresses and upon completion of further investigation and discovery.

SEVENTEENTH DEFENSE

Subject to and without waiving any defenses, defendants respond to the specific, numbered paragraphs of plaintiff's complaint as follows:

1.

Defendants admit only that plaintiff is a former tenant at the Wesley Stonecrest apartment complex and that plaintiff filed the complaint against defendants. Defendants deny in the form and manner alleged the remaining allegations contained in paragraph 1 of plaintiff's complaint and specifically deny any and all liability for the claims asserted, deny that they violated the Georgia security deposit statute or engaged in systemic violations of same, and deny that plaintiff is entitled to any of the relief requested.

ANSWER TO SUMMARY

2.

Defendants deny in the form and manner alleged the allegations contained in paragraph 2 of plaintiff's complaint and specifically deny any and all liability for the claims asserted, deny that they violated any procedures set forth in O.C.G.A. §§ 44-7-30 through 44-7-37, and deny that plaintiff is entitled to any of the relief requested.

3.

Responding to the allegations contained in paragraph 3 of plaintiff's complaint, defendants state that O.C.G.A. § 44-7-33(b) speaks for itself. Defendants deny the remaining allegations contained in paragraph 3 of plaintiff's complaint.

4.

Responding to the allegations contained in paragraph 4 of plaintiff's complaint, defendants state that O.C.G.A. § 44-7-33(b) speaks for itself. Defendant deny the remaining allegations contained in paragraph 4 of plaintiff's complaint.

5.

Responding to the allegations contained in paragraph 5 of plaintiff's complaint, defendants state that O.C.G.A. § 44-7-33(c) speaks for itself. Defendants deny in the form and manner alleged the remaining allegations contained in paragraph 5 of plaintiff's complaint.

6.

Defendants deny the allegations contained in paragraph 6 of plaintiff's complaint.

7.

Responding to the allegations contained in paragraph 7 of plaintiff's complaint, defendants state that the provisions and subsections of O.C.G.A. § 44-7-

35 speak for themselves. Defendants deny the remaining allegations contained in paragraph 7 of plaintiff's complaint.

ANSWER TO PARTIES

8.

Defendants admit the allegations contained in the second sentence of paragraph 8 of plaintiff's complaint. Defendants can neither admit nor deny the remaining allegations contained in paragraph 8 of plaintiff's complaint for want of sufficient information to form a belief as to the truth thereof.

9.

Defendants admit the allegations contained in paragraph 9 of plaintiff's complaint.

10.

Defendants admit the allegations contained in the first, second, third, fourth, and sixth sentence of paragraph 10 of plaintiff's complaint. Defendants deny as stated the remaining allegations contained in paragraph 10 of plaintiff's complaint.

11.

Defendants admit the allegations contained in the first and second sentence of paragraph 11 of plaintiff's complaint. Defendants deny as stated the remaining allegations contained in paragraph 11 of plaintiff's complaint.

ANSWER TO JURISDICTION AND VENUE

12.

The allegations contained in paragraph 12 constitute a legal conclusion to which no response is required. To the extent that a response is required, defendants admit that this Court has personal jurisdiction over defendants.

13.

The allegations contained in paragraph 12 constitute a legal conclusion to which no response is required. To the extent that a response is required, defendants admit that venue is proper, but deny that they are joint tortfeasors.

ANSWER TO DEFENDANTS' CONDUCT REGARDING RYAN WHELAN

14.

Responding to the allegations contained in paragraph 14 of plaintiff's complaint, defendants admit that on June 4, 2013, plaintiff signed a Residential Lease Contract to rent an apartment unit at Wesley Stonecrest. Defendants deny as stated the remaining allegations contained in paragraph 14 of plaintiff's complaint.

15.

Responding to the allegations contained in paragraph 15 of plaintiff's complaint, defendants admit that the lease term set forth in the Residential Lease Contract signed by plaintiff began on June 6, 2013 and ended a noon on June 8,

2014. Defendants deny as stated the remaining allegations contained in paragraph 15 of plaintiff's complaint.

16.

Responding to the allegations contained in paragraph 16 of plaintiff's complaint, defendants admit that plaintiff renewed his lease at Wesley Stonecrest for a term ending December 21, 2014 (the "renewed lease"). Defendants further admit that before termination of the renewed lease, plaintiff informed Wesley Stonecrest that he intended to stay in the apartment on a month-to-month basis. Defendants admit that plaintiff provided 30-day notice to vacate to Wesley Stonecrest and the effective termination date of his renewed lease was March 13, 2015. Defendants deny as stated the remaining allegations contained in paragraph 16 of plaintiff's complaint.

17.

Defendants deny the allegations contained in paragraph 17 of plaintiff's complaint. Further responding, defendants state that on March 13, 2015, a move-out inspection was performed at the leased premises. Moreover, on March 13, 2015, Wesley Stonecrest completed a move-out inspection form and "Security Deposit – Move Out Charges (SODA)" form, both of which identified the damages charges. The move-out inspection form was executed by management certifying that "Move-Out inspection results delivered to resident" on March 13, 2015.

18.

Responding to the allegations contained in paragraph 18 of plaintiff's complaint, defendants admit that the security deposit amount less any damages to the premises was provided to plaintiff within 30 days after move-out. Defendants deny as stated the remaining allegations contained in paragraph 18 of plaintiff's complaint.

19.

Defendants deny the allegations contained in paragraph 19 of plaintiff's complaint.

ANSWER TO DEFENDANTS' CONDUCT REGARDING THE CLASS

20.

Defendants deny the allegations contained in paragraph 20 of plaintiff's complaint.

21.

Defendants deny the allegations contained in paragraph 21 of plaintiff's complaint.

22.

Defendants deny as stated the allegations contained in paragraph 22 of plaintiff's complaint.

23.

Defendants deny as stated the allegations contained in paragraph 23 of plaintiff's complaint.

24.

Defendants deny as stated the allegations contained in paragraph 24 of plaintiff's complaint.

25.

Defendants deny as stated the allegations contained in paragraph 25 of plaintiff's complaint.

26.

Defendants deny as stated the allegations contained in paragraph 26 of plaintiff's complaint.

27.

Defendants deny as stated the allegations contained in paragraph 27 of plaintiff's complaint.

28.

Responding to the allegations contained in paragraph 28 of plaintiff's complaint, defendants state that any lease form and resident handbook speak for themselves. Further responding, defendants deny as stated the allegations contained in paragraph 28 of plaintiff's complaint.

ANSWER TO THE CLASS

29.

Defendants deny in the form and manner alleged the allegations contained in paragraph 29 of plaintiff's complaint and specifically deny that they violated any requirements under Georgia law or that a class should be certified in this case.

30.

Defendants deny the allegations contained in paragraph 30 of plaintiff's complaint.

31.

Defendants deny the allegations contained in paragraph 31 of plaintiff's complaint.

32.

Defendants deny the allegations contained in paragraph 32 of plaintiff's complaint.

33.

Defendants deny the allegations contained in paragraph 33 of plaintiff's complaint.

34.

Defendants deny the allegations contained in paragraph 34 of plaintiff's complaint.

35.

Defendants deny the allegations contained in paragraph 35 of plaintiff's complaint.

36.

Defendants deny the allegations contained in paragraph 36 of plaintiff's complaint.

37.

Defendants deny the allegations contained in paragraph 37 of plaintiff's complaint.

38.

Defendants can neither admit nor deny the allegations contained in paragraph 38 of plaintiff's complaint for want of sufficient information to form a belief as to the truth thereof.

39.

Defendants deny the allegations contained in paragraph 39 of plaintiff's complaint.

**ANSWER TO CLAIM FOR VIOLATION OF THE GOERGIA SECURITY
DEPOSIT STATUTE**

40.

Defendants hereby incorporate by reference as if fully set forth verbatim herein their answers and defenses previously made to paragraphs 1 through 39 above.

41.

Defendants deny the allegations contained in paragraph 41 of plaintiff's complaint.

42.

Defendants deny the allegations contained in paragraph 42 of plaintiff's complaint.

43.

Defendants deny the allegations contained in paragraph 43 of plaintiff's complaint.

44.

Defendants deny the allegations contained in paragraph 44 of plaintiff's complaint.

45.

Defendants deny the allegations contained in paragraph 45 of plaintiff's complaint.

46.

Defendants deny the allegations contained in paragraph 46 of plaintiff's complaint.

47.

Defendants deny the allegations contained in paragraph 47 of plaintiff's complaint.

48.

Defendants deny the allegations contained in paragraph 48 of plaintiff's complaint.

ANSWER TO REQUEST FOR RELIEF

49.

Defendants deny the allegations contained in paragraph 49 of plaintiff's complaint, including all subparagraphs thereof, and specifically deny that plaintiff or any class is entitled to any of the relief requested from them in form, type, or amount, under any theory at law or in equity.

ANSWER TO DEMAND FOR JURY TRIAL

50.

Defendants deny the allegations contained in paragraph 50 of plaintiff's complaint.

51.

Except as expressly admitted, defendants deny all allegations contained in plaintiff's complaint.

WHEREFORE, having fully listed their defenses and having fully answered the complaint, defendants pray as follows:

- (a) That judgment be entered in favor of defendants and against plaintiff on the complaint;
- (b) That the costs of this action, including attorneys fees, be cast against plaintiff; and
- (c) That the Court grant such other and further relief as it may deem just and proper.

**DEFENDANTS DEMAND TRIAL BY
JURY ON ALL ISSUES SO TRIABLE.**

FREEMAN MATHIS & GARY, LLP

/s/ Michael P. Bruyere _____

Michael P. Bruyere

Georgia Bar No. 090101

mbruyere@fmglaw.com

A. Ali Sabzevari

Georgia Bar No. 941527

asabzevari@fmglaw.com

Attorneys for Defendants

100 Galleria Parkway
Suite 1600
Atlanta, GA 30339
Telephone: 770-818-0000
Facsimile: 770-937-9960

CERTIFICATE OF SERVICE

I hereby certify that I have this day electronically submitted the foregoing **DEFENDANTS' FIRST AMENDED ANSWER AND DEFENSES TO PLAINTIFF'S CLASS ACTION COMPLAINT** to the Clerk of Court using the *Odyssey eFileGA* e-filing system which will automatically send electronic mail notification of such filing to the following counsel of record

Michael B. Terry
Naveen Ramachandrappa
BONDURANT, MIXSON & ELMORE LLP
1201 W Peachtree St NW Ste 3900
Atlanta GA 30309

Matthew B. Stoddard
THE STODDARD FIRM
5447 Roswell Road
Suite 204
Atlanta, GA 30342

Bryant T. Lamer
Angus W. Dwyer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106

This 10th day of December, 2018.

/s/ Michael P. Bruyere
Michael P. Bruyere
Georgia Bar No. 090101
Attorney for Defendants

FREEMAN MATHIS & GARY, LLP
100 Galleria Parkway
Suite 1600
Atlanta, GA 30339
Telephone: 770-818-0000
Facsimile: 770-937-9960

EXHIBIT 'F'

STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

RYAN WHELAN, on behalf of himself and all
others similarly situated;

Plaintiff;

v.

WESLEY APARTMENT HOMES, LLC,
formerly known as EURAMEX
MANAGEMENT GROUP, LLC; AVILA
REAL ESTATE, LLC; and TURNER HILL
PARTNERS, LLC;

Defendants.

Civil Action File No. 18A70827

CLASS ACTION
JURY TRIAL

**PLAINTIFF RYAN WHELAN'S RESPONSES TO
DEFENDANT TURNER HILL PARTNERS LLC'S
FIRST REQUESTS FOR ADMISSION**

Plaintiff Ryan Whelan responds to the following requests:

REQUEST NO. 1: Admit that at the time the instant action was commenced, Ryan Whelan was not a citizen of the State of Georgia.

RESPONSE: Admitted.

REQUEST NO. 2: Admit that Ryan Whelan is not a citizen of the State of Georgia.

RESPONSE: Admitted.

REQUEST NO. 3: Admit that less than two-thirds of the members of the proposed class are citizens of the State of Georgia.

RESPONSE: Denied.

REQUEST NO. 4: Admit that none of the members of the proposed class are citizens of the State of Georgia.

RESPONSE: Denied.

REQUEST NO. 5: Admit that plaintiff's proposed class involves 100 or more members.

RESPONSE: Plaintiff has made a reasonable inquiry and the information known or readily obtainable by him is insufficient to enable him to admit or deny this request. Plaintiff believes the proposed class may involve 100 or more, but, at this time, he lacks sufficient information to admit or deny that fact. Plaintiff notes that Defendants' records should allow them to determine whether the Class involves 100 or more members.

REQUEST NO. 6: Admit that plaintiff seeks to establish a class that contains 100 or more members.

RESPONSE: Plaintiff has made a reasonable inquiry and the information known or readily obtainable by him is insufficient to enable him to admit or deny this request. Plaintiff believes the proposed class may involve 100 or more, but, at this time, he lacks sufficient information to admit or deny that fact. Plaintiff notes that Defendants' records should allow them to determine whether the Class involves 100 or more members. Plaintiff further notes that he seeks to establish a class that is supported by the evidence.

REQUEST NO. 7: Admit that plaintiff contends that the amount in controversy in this action exceeds the sum or value of \$5,000,000, exclusive of interest and costs.

RESPONSE: Plaintiff has made a reasonable inquiry and the information known or readily obtainable by him is insufficient to enable him to admit or deny this request. Plaintiff notes that Defendants' records should allow them to determine the amount in controversy.

REQUEST NO. 8: Admit that the United States District Court for the Northern District of Georgia has original jurisdiction over this action.

RESPONSE: Denied.

REQUEST NO. 9: Admit that venue is proper in the United States District Court for the Northern District of Georgia.

RESPONSE: Denied.

REQUEST NO. 10: Admit that plaintiff's complaint does not set forth a specific monetary amount which plaintiff and the proposed class seeks to recover.

RESPONSE: Admitted in part and denied in part. Admitted that Plaintiff's complaint does not set forth a single, specific monetary amount for the total amount Plaintiff and the Class seek to recover. However, Plaintiff's complaint sets forth that they seek to recover three times the amount of the wrongfully withheld deposits and reasonable attorney fees.

REQUEST NO. 11: Admit that plaintiff's complaint on its face does not specifically allege that "the matter in controversy exceeds the sum or value of \$5,000.00."

RESPONSE: Admitted.

/s/ Bryant T. Lamer
Michael B. Terry
Ga. Bar No. 702582
Naveen Ramachandrappa
Ga. Bar No. 422036
BONDURANT, MIXSON & ELMORE, LLP
1201 W Peachtree St NW, Ste 3900
Atlanta, GA 30309
Tel: 404-881-4100
Fax: 404-881-4111
terry@bmelaw.com
ramachandrappa@bmelaw.com

Matthew B. Stoddard
Ga. Bar No. 558215
THE STODDARD FIRM
5447 Roswell Road
Suite 204

Atlanta, GA 30342
P: (404) 593-2695
F: (404) 264-1149
matt@thestoddardfirm.com

Bryant T. Lamer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106
Tel: (816) 474-8100
Fax: (816) 474-3216
blamer@spencerfane.com
bsmith@spencerfane.com
pro hac vice to be requested

Attorneys for Plaintiff Ryan Whelan

**STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA**

RYAN WHELAN, on behalf of himself and all
others similarly situated;

Plaintiff;

v.

WESLEY APARTMENT HOMES, LLC,
formerly known as EURAMEX
MANAGEMENT GROUP, LLC; AVILA
REAL ESTATE, LLC; and TURNER HILL
PARTNERS, LLC;

Defendants.

Civil Action File No. 18A70827

CLASS ACTION
JURY TRIAL

CERTIFICATE OF SERVICE

I hereby certify that on December 12, 2018, I served a true and correct copy of the foregoing Plaintiff Ryan Whelan's Responses to Defendant Turner Hill Partners LLC's First Request for Admissions by Electronic Mail upon the following:

Michael P. Bruyere (mbruyere@fmglaw.com)
A. Ali Sabzevari (asabzevari@fmglaw.com)
Freeman Mathis & Gary LLP
100 Galleria Parkway, Suite 1600
Atlanta GA 30339
Attorneys for Defendants

Respectfully submitted, this 12th day of December, 2018.

/s/ Bryant T. Lamer

STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

RYAN WHELAN, on behalf of himself and all
others similarly situated;

Plaintiff;

v.

WESLEY APARTMENT HOMES, LLC,
formerly known as EURAMEX
MANAGEMENT GROUP, LLC; AVILA
REAL ESTATE, LLC; and TURNER HILL
PARTNERS, LLC;

Defendants.

Civil Action File No. 18A70827

CLASS ACTION
JURY TRIAL

**PLAINTIFF RYAN WHELAN'S ANSWERS TO
DEFENDANT WESLEY APARTMENT HOMES, LLC'S FIRST INTERROGATORIES**

Plaintiff Ryan Whelan answers the following interrogatories:

INTERROGATORY NO. 1: If you denied Request No. 3 contained in Defendant

Turner Hill Partners LLC's First Requests for Admissions to Plaintiff, please state the following:

- a. An explanation concerning what is believed to be inaccurate about the request and the reasons for your denial.
- b. A description of all documents and/or evidence that support the factual basis for your denial.

ANSWER: Turner Hill Partner's request for admission no. 3 is not accurate because Whelan believes that two-thirds or more of the proposed Class are citizens of Georgia. This belief is based on and supported by the definition of the Class contained in Whelan's complaint, which defines the Class as Ryan Whelan and any citizen of Georgia. It is also based on and supported by the publicly available documents and evidence regarding the number of apartment complexes Defendants operate in Georgia. See <https://www.wesleyapartments.com/>. As long as there are at least three Class members (Ryan Whelan, and two other persons), then at least two-thirds of the Class will be citizens

of Georgia, because Ryan Whelan is the only member of the Class, by definition, who is not a citizen of Georgia; anyone else who is in the Class is and must necessarily be a Georgia citizen. Whelan also notes that additional documents and evidence supporting Whelan's denial are found in Defendants' records, and Whelan will supplement consistent with the Civil Practice Act. Beyond this response, Whelan objects to answering as to "all documents" because such documents would include documents generated by Whelan's attorneys, and such documents are presumptively, if not conclusively, privileged, and Whelan will therefore also not provide a privilege log for such documents.

INTERROGATORY NO. 2: If you denied Request No. 4 contained in Defendant Turner Hill Partners LLC's First Requests for Admissions to Plaintiff, please state the following:

- a. An explanation concerning what is believed to be inaccurate about the request and the reasons for your denial.
- b. A description of all documents and/or evidence that support the factual basis for your denial.

ANSWER: Turner Hill Partner's request for admission no. 4 is not accurate because Whelan believes there are members of the Class who are Georgia citizens. This belief is based on and supported by the definition of the Class contained in Whelan's complaint, which defines the Class as Ryan Whelan and any citizen of Georgia. It is also based on and supported by the publicly available documents and evidence regarding the number of apartment complexes Defendants operate in Georgia. See <https://www.wesleyapartments.com/>. As long as there are at least three Class members (Ryan Whelan, and two other persons), then at least two-thirds of the Class will be citizens of Georgia, because Ryan Whelan is the only member of the Class, by definition, who is not a citizen of Georgia; anyone else who is in the Class is and must necessarily be a Georgia citizen. Whelan also notes that additional documents and evidence supporting Whelan's

denial are found in Defendants' records, and Whelan will supplement consistent with the Civil Practice Act. Beyond this response, Whelan objects to answering as to "all documents" because such documents would include documents generated by Whelan's attorneys, and such documents are presumptively, if not conclusively, privileged, and Whelan will therefore also not provide a privilege log for such documents.

INTERROGATORY NO. 3: If you denied Request No. 5 contained in Defendant Turner Hill Partners LLC's First Requests for Admissions to Plaintiff, please state the following:

- a. An explanation concerning what is believed to be inaccurate about the request and the reasons for your denial.
- b. A description of all documents and/or evidence that support the factual basis for your denial.

ANSWER: Because Whelan was without sufficient information to admit or deny that request, no response to this interrogatory is required.

INTERROGATORY NO. 4: If you denied Request No. 6 contained in Defendant Turner Hill Partners LLC's First Requests for Admissions to Plaintiff, please state the following:

- a. An explanation concerning what is believed to be inaccurate about the request and the reasons for your denial.
- b. A description of all documents and/or evidence that support the factual basis for your denial.

ANSWER: Because Whelan was without sufficient information to admit or deny that request, no response to this interrogatory is required.

INTERROGATORY NO. 5: If you denied Request No. 7 contained in Defendant Turner Hill Partners LLC's First Requests for Admissions to Plaintiff, please state the following:

- a. An explanation concerning what is believed to be inaccurate about the request and the reasons for your denial.
- b. A description of all documents and/or evidence that support the factual basis for your denial.

ANSWER: Because Whelan was without sufficient information to admit or deny that request, no response to this interrogatory is required.

INTERROGATORY NO. 6: If you denied Request No. 8 contained in Defendant Turner Hill Partners LLC's First Requests for Admissions to Plaintiff, please state the following:

- a. An explanation concerning what is believed to be inaccurate about the request and the reasons for your denial.
- b. A description of all documents and/or evidence that support the factual basis for your denial.

ANSWER: Turner Hill Partner's request for admission no. 8 is not accurate because Whelan believes that the United States District Court for the Northern District of Georgia lacks subject matter jurisdiction over this action. This belief is based on and supported by the definition of the Class contained in Whelan's complaint, which defines the Class as Ryan Whelan and any citizen of Georgia. It is also based on and supported by the publicly available documents and evidence regarding the number of apartment complexes Defendants operate in Georgia. See <https://www.wesleyapartments.com/>. As long as there are at least three Class members (Ryan Whelan, and two other persons), then at least two-thirds of the Class will be citizens of Georgia, because Ryan Whelan is the only member of the Class, by definition, who is not a citizen of Georgia; anyone else who is in the Class is and must necessarily be a Georgia citizen. Whelan also notes that additional documents and evidence supporting Whelan's denial are found in Defendants' records, and Whelan will supplement consistent with the Civil Practice Act.

Whelan also states that he lacks sufficient knowledge or information to determine whether the amount in controversy involves \$5 million in the aggregate, and whether there are 100 or more class members, and lacking evidence to establish such information there

would also be no basis for subject matter jurisdiction by the United States District Court for the Northern District of Georgia.

Whelan also objects that this request asks for answers involving a legal question that must be determined by a federal court, even where the parties stipulated to jurisdiction. Therefore, Whelan does not waive or forfeit any arguments with regard to jurisdiction, regardless of what is said or not said in this response,

Beyond this response, Whelan objects to answering as to “all documents” because such documents would include documents generated by Whelan’s attorneys, and such documents are presumptively, if not conclusively, privileged, and Whelan will therefore also not provide a privilege log for such documents.

INTERROGATORY NO. 7: If you denied Request No. 9 contained in Defendant Turner Hill Partners LLC's First Requests for Admissions to Plaintiff, please state the following:

- a. An explanation concerning what is believed to be inaccurate about the request and the reasons for your denial.
- b. A description of all documents and/or evidence that support the factual basis for your denial.

ANSWER: Turner Hill Partner’s request for admission no. 9 is not accurate because Whelan believes that the United States District Court for the Northern District of Georgia lacks subject matter jurisdiction over this action and, therefore, venue cannot be proper in a court that lacks subject matter jurisdiction. This belief is based on and supported by the definition of the Class contained in Whelan’s complaint, which defines the Class as Ryan Whelan and any citizen of Georgia. It is also based on and supported by the publicly available documents and evidence regarding the number of apartment complexes Defendants operate in Georgia. See <https://www.wesleyapartments.com/>. As long as there are at least three Class members (Ryan Whelan, and two other persons), then

at least two-thirds of the Class will be citizens of Georgia, because Ryan Whelan is the only member of the Class, by definition, who is not a citizen of Georgia; anyone else who is in the Class is and must necessarily be a Georgia citizen. Whelan also notes that additional documents and evidence supporting Whelan's denial are found in Defendants' records, and Whelan will supplement consistent with the Civil Practice Act.

Whelan also states that he lacks sufficient knowledge or information to determine whether the amount in controversy involves \$5 million in the aggregate, and whether there are 100 or more class members, and lacking evidence to establish such information there would also be no basis for subject matter jurisdiction by the United States District Court for the Northern District of Georgia.

Whelan also objects that this request asks for answers involving a legal question that must be determined by a federal court, even where the parties stipulated to jurisdiction. Therefore, Whelan does not waive or forfeit any arguments with regard to jurisdiction, regardless of what is said or not said in this response,

Beyond this response, Whelan objects to answering as to "all documents" because such documents would include documents generated by Whelan's attorneys, and such documents are presumptively, if not conclusively, privileged, and Whelan will therefore also not provide a privilege log for such documents.

/s/ Bryant T. Lamer
Michael B. Terry
Ga. Bar No. 702582
Naveen Ramachandrappa
Ga. Bar No. 422036
BONDURANT, MIXSON & ELMORE, LLP
1201 W Peachtree St NW, Ste 3900
Atlanta, GA 30309
Tel: 404-881-4100

Fax: 404-881-4111
terry@bmelaw.com
ramachandrappa@bmelaw.com

Matthew B. Stoddard
Ga. Bar No. 558215
THE STODDARD FIRM
5447 Roswell Road
Suite 204
Atlanta, GA 30342
P: (404) 593-2695
F: (404) 264-1149
matt@thestoddardfirm.com

Bryant T. Lamer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106
Tel: (816) 474-8100
Fax: (816) 474-3216
blamer@spencerfane.com
bsmith@spencerfane.com
pro hac vice to be requested

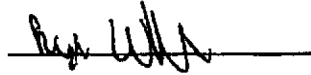
Attorneys for Plaintiff Ryan Whelan

VERIFICATION

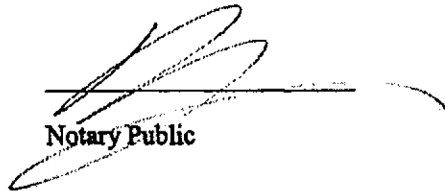
STATE OF MARYLAND)
) ss.
COUNTY OF HARFORD)

Ryan Whelan, of lawful age, being first duly sworn, states that he has read the above and foregoing, understands the contents thereof, and the statements contained therein are true and correct to the best of his present knowledge and understanding.

Subscribed and sworn to before me a notary public this 12 day of December, 2018.



Ryan Whelan



Notary Public

My Commission Expires:

ROBIN CHRISTINE JOY
NOTARY PUBLIC
HARFORD COUNTY
MARYLAND
My Commission Expires 08/31/2021

**STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA**

RYAN WHELAN, on behalf of himself and all
others similarly situated;

Plaintiff;

v.

WESLEY APARTMENT HOMES, LLC,
formerly known as EURAMEX
MANAGEMENT GROUP, LLC; AVILA
REAL ESTATE, LLC; and TURNER HILL
PARTNERS, LLC;

Defendants.

Civil Action File No. 18A70827

CLASS ACTION
JURY TRIAL

CERTIFICATE OF SERVICE

I hereby certify that on December 12, 2018, I served a true and correct copy of the foregoing Plaintiff Ryan Whelan's Answers to Defendant's Wesley Apartment Homes, LLC's First Interrogatories by Electronic Mail upon the following:

Michael P. Bruyere (mbruyere@fmglaw.com)
A. Ali Sabzevari (asabzevari@fmglaw.com)
Freeman Mathis & Gary LLP
100 Galleria Parkway, Suite 1600
Atlanta GA 30339
Attorneys for Defendants

Respectfully submitted, this 12th day of December, 2018.

/s/ Bryant T. Lamer

STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

RYAN WHELAN, on behalf of himself and all
othiss similarly situated;

Plaintiff;

v.

WESLEY APARTMENT HOMES, LLC,
formerly known as EURAMEX
MANAGEMENT GROUP, LLC; AVILA
REAL ESTATE, LLC; and TURNER HILL
PARTNERS, LLC;

Defendants.

Civil Action File No. 18A70827

CLASS ACTION
JURY TRIAL

**PLAINTIFF RYAN WHELAN'S ANSWERS TO
DEFENDANT TURNER HILL PARTNERS LLC'S FIRST INTERROGATORIES**

Plaintiff Ryan Whelan answers the following interrogatories:

INTERROGATORY NO. 1: Identify yourself by stating your full name; all other names by which you have been known (including, but not limited to, aliases and nicknames); your state of citizenship; your date and place of birth; and your Social Security Number (if you have used more than one, include each number and the dates on which you used it).

ANSWER: Whelan objects to providing his social security number and date of birth until an agreement from Defendants that they will keep his social security number and date of birth (and any discovery response or document that contains that information) confidential, not disclose it publicly, and not make any publicly-accessible filings with his social security number. Whelan's full name is Ryan Saint Patrick Fenton Whelan. He is a citizen of Maryland. His place of birth is Buffalo, New York.

INTERROGATORY NO. 2: Identify (by name, address, and telephone number) each person answering or assisting in the preparation of responses to these discovery requests.

ANSWER: Ryan Whelan, with the assistance of his counsel of record. His current

He may be contacted only through counsel of record.

INTERROGATORY NO. 3: For each member in the proposed or purported class, please identify their name, current state of citizenship, and state of citizenship on the date this action was filed.

ANSWER: Ryan Whelan is a member of the proposed class. *See* Compl. ¶ 29 (“Plaintiff brings this action ... on behalf of himself and a Class defined as follows ... Ryan Whelan and any citizen of Georgia ...”). His current state of citizenship is Maryland, and his state of citizenship on the date this action was filed was also Maryland. He is producing a redacted copy of his driver’s license. *See* Whelan_00031.

All other members of the proposed class are citizens of Georgia. *See id.* (“Plaintiff brings this action ... on behalf of himself and a Class defined as follows ... Ryan Whelan and any citizen of Georgia ...”). As for their names, Whelan lacks sufficient information to provide the names because Defendants have possession of the documents and information that are needed to answer this interrogatory, and those documents and information have not yet been produced to Whelan. Whelan will supplement his response consistent with the Civil Practice Act.

INTERROGATORY NO. 4: Identify all persons who you believe have knowledge of any facts related to any claim or defense in this matter.

ANSWER: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (*italics added*). “[U]ntil the court has issued its written decision regarding

certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Maintaining that objection, Whelan responds that he believes the following persons have knowledge related to this action: Ryan Whelan, plaintiff; his wife, Rosemarie Whelan (who lived with him from 2013 to 2015 at 05203 Wesley Stonecrest Circle #5203, Lithonia, Georgia 30038); Dwayne Jones, the property manager; a black male named “Ty”, whose job title and last name is unknown to Whelan, but someone that Whelan believe to be an agent and/or employee of Defendants while he resided at Wesley Stonecrest; a black female, whose name and job title Whelan cannot recall, but someone that Whelan believe to be an agent and/or employee of Defendants while he resided at Wesley Stonecrest; a white female, whose name and job title Whelan cannot recall, but someone that Whelan believe to be an agent and/or employee of Defendants while he resided at Wesley Stonecrest; Kayla Hermey, a former employee of Euramex Management Group, LLC; and certain other employees, agents, officers, members, and other representatives of Defendants not yet known to Whelan. As for any names not provided, Whelan lacks sufficient information to provide the names because Defendants have possession of the documents and information that are needed to answer this interrogatory, and those documents and information have not yet been produced to Whelan. Whelan will supplement his response consistent with the Civil Practice Act.

INTERROGATORY NO. 5: Identify all lawsuits you have filed in any court and for each, identify each party you sued, the date the lawsuit was filed, the court in which it was filed, and your counsel for the lawsuit.

ANSWER: Whelan sued a contractor who performed work on his house in small claims court in Maryland. He was not represented by counsel. The case number is D-09-CV-18-001800. The suit was initiated in June 2018. At a November 2018 hearing, the judge asked the two parties to meet in a room and attempt to resolve the dispute before presenting any evidence. The dispute was resolved during that meeting.

INTERROGATORY NO. 6: Identify all members of the putative class and provide their dates of birth, the amount of the security deposit which they contend was improperly withheld, the reason they contend the security deposit was improperly withheld, the name of the apartment complex at which they were a tenant, the reason why they moved-out, and the dates of their tenancy.

ANSWER: Ryan Whelan is a member of the proposed class. *See Compl.* ¶ 29 (“Plaintiff brings this action ... on behalf of himself and a Class defined as follows ... Ryan Whelan and any citizen of Georgia ...”). Whelan objects to providing his date of birth until an agreement from Defendants that they will keep it (and any discovery response or document contain that information) confidential, not disclose it publicly, and not make any publicly-accessible filings with it.

At this time, Whelan is unsure of the precise amount of his security deposit that was withheld. He is making reasonable efforts to determine the amount and will supplement when it is discovered. Whelan’s security deposit was improperly withheld because Defendants did not properly comply with the Georgia security deposit statute, and

therefore, they were not entitled to withhold the security deposit. Whelan was a tenant at the Wesley Stonecrest apartment complex. Whelan moved out because he found a new job and needed to relocate. The dates for Whelan's tenancy was June 6, 2013 through June 8, 2014, then renewed through December 21, 2014, and then continued on a month-to-month basis until March 13, 2015.

As for all other members of the proposed class, Whelan lacks sufficient information to provide the names, the amount of the security deposit which they contend was improperly withheld, the name of the apartment complex at which they were a tenant, and the dates of their tenancy because Defendants have possession of the documents and information that are needed to answer this interrogatory, and those documents and information have not yet been produced to Whelan. Whelan will supplement his response consistent with the Civil Practice Act.

Whelan also lacks sufficient information to provide the dates of birth and the reason why they moved-out with respect to all other members of the proposed class because Defendants have possession of the documents and information that are needed to answer this interrogatory, and those documents and information have not yet been produced to Whelan. Moreover, Whelan objects to providing such information because it has no relevance to any issue in the case and is not reasonably calculated to lead to the discovery of admissible evidence; and it imposes an undue burden on Whelan, particularly when Defendants have possession of this information already and Whelan does not.

INTERROGATORY NO. 7: Identify any person who may be a member of the putative class as alleged in the Complaint with whom you have communicated.

ANSWER: Whelan is not aware of any such persons (other than general pleasantries exchanged with neighbors, whose names he cannot remember).

INTERROGATORY NO. 8: Identify any person, including Defendant, with whom Plaintiff or Plaintiff's representative has had contact regarding the things and matters referred to in Plaintiff's Complaint and (a) describe fully the names of the individuals involved in the communication, (b) the time and date of the communication, (c) the substance of all information or knowledge concerning the communication, and (d) whether any such person gave a written statement or account.

ANSWER: This request includes communications between Whelan and his lawyers and among his lawyers. Therefore, Whelan objects to and will not produce such information on the basis of the attorney-client privilege and work product doctrine. Moreover, Whelan objects to and will not provide a privilege log for all such communications, as it would be unduly burdensome to log every communication between Whelan and his lawyers and among his lawyers and it would not be reciprocal as it seems unlikely Defendants would do the same.

Whelan further objects because the phrase "had contact regarding the things and matters referred to in Plaintiff's Complaint" is vague and overly broad, and therefore he cannot properly frame a response to the request as written. For example, one of the matters referred to in Plaintiff's Complaint is that he is a resident of Harford County, Maryland. Information about every communication Whelan has had about living in Harford County is overly broad.

Moreover, the answer to most of this multi-part interrogatory – most of which is cumulative with Interrogatory No. 25 – can be ascertained from the records to be provided

by Whelan in response to Defendant's request for documents, records which came from Defendants' to begin within, and the burden of ascertaining the answer from the records is less on Defendants than it is for Whelan under O.C.G.A. § 9-11-33 (c). *See Whelan_00001-00030*. Whelan notes that he is producing all written statements he has of Defendants' agents in response to Document Request Nos. 6 and 8.

Whelan also objects to the part of this request that asks for discovery "directed *solely* to the merits of the claims or defenses in the action." O.C.G.A. § 9-11-23 (f)(2) (*italics added*). "[U]ntil the court has issued its written decision regarding certification of the class," any discovery that is *solely* merits related shall be stayed, unless "good cause" is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Maintaining those objections, Whelan will provide the following response based on his and his counsel's reasonable and good faith understanding of the material aspects of Plaintiff's complaint, and based on Whelan's memory of the relevant persons and communications.

Whelan believes he communicated with Dwayne Jones in or around the time he signed his original lease (around June 6, 2013), when he renewed his lease through December 21, 2014 (which occurred around April 7, 2014), when he communicated his desire to continue living at the premises on a month-to-month basis, and when he provided notice of his intent to vacate. He also interacted with agents and/or employees of Defendants when he returned his keys and provided his forwarding address, [REDACTED] [REDACTED] to Defendants (which he believes was a

few days before March 13, 2015). He also communicated with an agent/employee of Defendants over the phone after he moved out regarding his security deposit (in or around a month after he moved out). During the time he lived at 05203 Wesley Stonecrest Circle #5203, Lithonia, Georgia 30038, he also communicated with a black male named Ty, a black female, and a white female (Whelan believes that all three were agents and/or employees of Defendants). He does not recall the specifics of any conversations with them (or when the specific conversations took place), but he generally remembers those conversations concerning maintenance of the leased premises. Any other communications would have been via the Wesley Portal, which he no longer has access to. He still has some emails in his possession, custody, or control that he received from the Wesley Portal, and those are being produced.

Whelan's attorney, Matt Stoddard, communicated with Kayla Hermev on or around July 19, 2018. The content of the communications concerned the following: 1) she is a former employee of Euramex Management Group, LLC; 2) her phone number is 4 [REDACTED] [REDACTED] 3) she lived at Wesley Stonecrest; 4) when she was an employee, she was provided an apartment at a discounted rate; 5) she paid a \$100 security deposit and does not believe it was returned; 6) she has personal knowledge related to the company being understaffed and behind on work orders; 7) she believes that, as a matter of course, the company did not give move-out inspection forms to departing tenants within 3 business days of the termination of their occupancy; 8) she believes it often took months for the company to inspect an apartment after a tenant moved out; and 9) she claims that her company consistently withheld some

portion of almost every tenants' security deposit. She did not give a written statement during this meeting.

INTERROGATORY NO. 9: Describe with reasonable particularity all documents relevant to the issues in this lawsuit that relate to Plaintiff's contentions and give the name and address of the person or persons having possession, custody or control of each thing.

ANSWER: This request includes documents containing communications between Whelan and his lawyers and among his lawyers, and it also includes documents containing work product of Whelan's lawyers. Therefore, Whelan objects to and will not produce such information on the basis of the attorney-client privilege and work product doctrine. Moreover, Whelan objects to and will not provide a privilege log for all such communications, as it would be unduly burdensome to log every communication between Whelan and his lawyers and among his lawyers and every document containing work product of Whelan's lawyers, and it would not be reciprocal as it seems unlikely Defendants would do the same.

Whelan also objects to the part of this request that asks for discovery "directed *solely* to the merits of the claims or defenses in the action." O.C.G.A. § 9-11-23 (f)(2) (italics added). "[U]ntil the court has issued its written decision regarding certification of the class," any discovery that is *solely* merits related shall be stayed, unless "good cause" is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan further objects because the phrase "relate to Plaintiff's contentions" is vague and overly broad, and therefore he cannot properly frame a response to the request

as written. For example, one of the contentions in Plaintiff's Complaint is that he is a resident of Harford County, Maryland. Information about every document relating to Whelan's contention that lives in Harford County is overly broad.

Maintaining those objections, Whelan will provide the following response based on his and his counsel's reasonable and good faith understanding of the material aspects of Plaintiff's contentions Whelan responds that he is producing to Defendants documents Bates numbered Whelan_00001 – 000174. Whelan has had possession, custody, or control of these documents; his attorneys now also have possession, custody, or control of these documents; and because these documents came from Defendants, Whelan believes that Defendants also have possession, custody, or control. Pursuant to Rule 33 (c), any additional answers to this interrogatory "may be derived or ascertained" from these documents, and the burden of deriving or ascertaining the answer is greater on Whelan than Defendants, or at a minimum, substantially the same, given that these documents came from Defendants to begin with.

Moreover, he has made reasonable efforts to locate other documents that he believes might be relevant to this action, but, after a reasonable inquiry, he does not believe that they are in his possession, custody, or control. These documents include but are not limited to: bank records from his account at the Credit Union of Atlanta, which he used while he lived at 05203 Wesley Stonecrest Circle #5203, Lithonia, Georgia 30038, which he believes would show rent payments he made to Defendants (he no longer has access to this account); bank records from his account at the Navy Federal Credit Union, which is the account in which he deposited the check that Defendants sent to him that contained his partial security deposit return (he can only access those records back to December 2015).

Whelan further believes that Defendants have documents in their possession, custody, or control related to this action.

INTERROGATORY NO. 10: Identify all evidence plaintiff intends to use in support of any motion for class certification.

ANSWER: Whelan objects to the phrase “intends to use.” Among other things, Whelan and his counsel will not have formed an intent as to the evidence they will use in support of any motion for class certification until they actually file the class certification motion, at which point Defendants will have Whelan’s class certification motion and therefore no longer need Whelan to provide a response to this discovery request. Also, “intent” to use certain documents is protected by the attorney work product doctrine, and such “intent” cannot be logged, as doing so would reveal the very protected “intent.”

Maintaining that objection, Whelan will respond based on his and his counsel’s understanding of the evidence that is in his possession, custody, or control and that he “may use to support” any class certification motion. *See Fed. R. Civ. P. 26 (a)(1)(A)(ii).*

Whelan states that around June 6, 2013, he entered into an agreement with one or more Defendants to rent an apartment unit at Wesley Stonecrest. The address was 05203 Wesley Stonecrest Circle #5203, Lithonia, Georgia 30038. The lease term was June 6, 2013 through June 8, 2014. Whelan paid \$300 as a security deposit. Whelan may use evidence relating to these issues in support of his motion for class certification.

Whelan states that, during the term of the first lease (around April 2014), Whelan renewed his lease at Wesley Stonecrest for a term ending December 21, 2014. Before the renewed lease was terminated, Whelan told an agent of one of the defendants, whose name he cannot recall with certainty but who he believes was Dwayne Jones, that he intended to

stay in the apartment on a month-to-month basis until he gave 30-days' notice of his move-out date. Whelan gave such notice and his lease terminated on March 13, 2015. Before vacating the premises, he cleaned the apartment, returned his keys to the management office, and gave them a forwarding address, [REDACTED]

[REDACTED] Whelan may use evidence relating to these issues in support of his motion for class certification.

Whelan states that Defendants did not give Whelan a list of alleged damages done to the premises within three business days of March 13, 2015. Whelan did not receive any of his security deposit until at least a month after March 13, 2015. And even then, he only received part of his security deposit. Defendants retained the remainder of his security deposit on the basis of alleged damage done to the premises. He spoke on the phone with someone he believes to have been an agent and/or employee of the Defendants, and this person advised Whelan that a portion of his security deposit was being withheld because the refrigerator was allegedly dirty. Whelan cannot recall whether that conversation took place before or after he received the check with his partial security deposit – i.e., whether he called and then they sent the check; or whether they sent the check and then he called.

Whelan may use evidence relating to these issues in support of his motion for class certification.

Whelan states that, almost every time Whelan interacted with Defendants, it was via Dwayne Jones, the property manager. Whelan may use evidence relating to these issues in support of his motion for class certification.

Further, Whelan states that the Wesley Apartment Homes website lists 12 apartment complexes in Georgia. <https://www.wesleyapartments.com/searchlisting.aspx>.

Whelan also states that the Wesley Apartment Homes website says that, “[w]ith more than 13 apartment communities strategically located throughout the city.” <https://www.wesleyapartments.com/custompage.aspx?sectionid=728206>. Whelan may use evidence relating to these issues in support of his motion for class certification.

In addition, Ms. Hermei has information related to the following: 1) she is a former employee of Euramex Management Group, LLC; 2) her phone number is [REDACTED] and she lives at [REDACTED]; 3) she lived at Wesley Stonecrest; 4) when she was an employee, she was provided an apartment at a discounted rate; 5) she paid a \$100 security deposit and does not believe it was returned; 6) she has personal knowledge related to the company being understaffed and behind on work orders; 7) she believes that, as a matter of course, the company did not give move-out inspection forms to departing tenants within 3 business days of the termination of their occupancy; 8) she believes it often took months for the company to inspect an apartment after a tenant moved out; and 9) she claims that her company consistently withheld some portion of almost every tenants’ security deposit.

Whelan also notes that it is likely that a significant amount of the evidence he may use in support of his motion for class certification will come from evidence to be later produced by Defendants. As such, Whelan will supplement his response consistent with the Civil Practice Act.

INTERROGATORY NO. 11: Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 30 of the Complaint that the putative class is so numerous that the joinder of the class is impracticable.

ANSWER: Whelan states that the Wesley Apartment Homes website lists 12 apartment complexes in Georgia, which is a fact, circumstance, and evidence relating to Whelan's allegations in Paragraph 30 that "Defendants operate at least twelve apartment complexes in Georgia." Compare <https://www.wesleyapartments.com/searchlisting.aspx> with Compl. ¶ 30.

Whelan also states that the Wesley Apartment Homes website says that, "[w]ith more than 13 apartment communities strategically located throughout the city," which is a fact, circumstance, and evidence relating to Whelan's allegations in Paragraph 30 that "Defendants operate at least twelve apartment complexes in Georgia." <https://www.wesleyapartments.com/custompage.aspx?sectionid=728206>; Compl. ¶ 30.

Whelan believes that certain employees, agents, or officials of Defendants have knowledge of these same facts, given that these facts come from Defendants' website.

And as for additional facts, circumstances, and evidence, Defendants have possession of the documents and information that are needed to answer this interrogatory, and those documents and information have not yet been produced to Whelan. Whelan will supplement his response consistent with the Civil Practice Act. Indeed, Whelan's complaint alleges that "Defendants' records maintained in the ordinary course of business will reasonably identify [and] reveal a more precise number of Class Members."

INTERROGATORY NO. 12: Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 31 of the Complaint that the putative class is subject to common questions of fact and law.

ANSWER: Whelan objects because this interrogatory seeks work product and information protected by attorney-client privilege. Whelan further objects because this interrogatory is needlessly cumulative with information he has provided or will provide in response to Interrogatory No. 10. Maintaining those objections, Whelan states that Defendants have possession of the documents and information that are needed to answer this interrogatory, and those documents and information have not yet been produced to Whelan. Whelan anticipates those documents will show that there are common questions of fact and law with respect to Defendants' policies, practices, and procedures in improperly withholding tenants' security deposits. Whelan will supplement his response consistent with the Civil Practice Act.

INTERROGATORY NO. 13: Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 32 of the Complaint that the putative class is subject to claims typical of the claims of other members and that the members of the putative class suffered the same harm arising out of this alleged failure to comply with the law.

INTERROGATORY NO. 14: Whelan objects because this interrogatory seeks work product and information protected by attorney-client privilege. Whelan further objects because this interrogatory is needlessly cumulative with information he has provided or will provide in response to Interrogatory No. 10. Maintaining those objections, Whelan states that Defendants have possession of the documents and information that are needed to answer this interrogatory, and those documents and information have not yet been produced to Whelan. Whelan anticipates those documents will show that Whelan's claims are typical of the defined class with respect to Defendants' policies, practices, and

procedures in improperly withholding tenants' security deposits, and that the defined class did, in fact, suffer the same harm as Whelan in that their security deposits were improperly withheld. Whelan will supplement his response consistent with the Civil Practice Act.

INTERROGATORY NO. 15: Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 33 of the Complaint that Plaintiff will fairly and adequately represent and protect the interests of the putative class.

ANSWER: Whelan objects because this interrogatory seeks work product and information protected by attorney-client privilege. Whelan further objects because this interrogatory is needlessly cumulative with information he has provided or will provide in response to Interrogatory No. 10. Maintaining those objections, Whelan states that he is unaware of any conflict of interest between himself and the class. He further believes that his claim is representative of the class's claims in that Defendants' had policies, practices, and procedures that resulted in them improperly withholding tenants's security deposits. Whelan also states that he is ready, willing, and able to carry forward the class claims. And he has hired competent counsel who is experienced in handling complex class actions to prosecute the class's claims.

INTERROGATORY NO. 16: Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 34 of the Complaint that the questions of law or fact common to the putative class members predominate over questions affecting only individual members.

ANSWER: Whelan objects because this interrogatory seeks work product and information protected by attorney-client privilege. Whelan further objects because this interrogatory is needlessly cumulative with information he has provided or will provide in response to Interrogatory No. 10. Maintaining those objections, Whelan states that Defendants have possession of the documents and information that are needed to answer this interrogatory, and those documents and information have not yet been produced to Whelan. Whelan anticipates those documents will show that Defendants' policies, practices, and procedures in improperly withholding tenants' security deposits will predominate over any questions affecting individual members. Whelan will supplement his response consistent with the Civil Practice Act.

INTERROGATORY NO. 17: Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 35 of the Complaint that a class action is superior to all other methods for the fair and efficient adjudication of this controversy.

ANSWER: Whelan objects because this interrogatory seeks work product and information protected by attorney-client privilege. Whelan further objects because this interrogatory is needlessly cumulative with information he has provided or will provide in response to Interrogatory No. 10. Maintaining those objections, Whelan states that Defendants have possession of the documents and information that are needed to answer this interrogatory, and those documents and information have not yet been produced to Whelan. Whelan anticipates those documents will show, among other things, that Defendants' policies, practices, and procedures in improperly withholding tenants' security deposits resulted in a large number of tenants incurring damages in amount that make it

superior to pursue their claims on a class-wide basis than on an individual basis. Whelan will supplement his response consistent with the Civil Practice Act.

INTERROGATORY NO. 18: Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 2 of the Complaint that "Wesley Apartment tenants . . . rights under the Georgia security deposit statute were violated by Defendants' systemic violation of the procedures provided for in Code Section 44-7-30 through 44-7-37."

ANSWER: Whelan objects because this interrogatory seeks work product and information protected by attorney-client privilege. Whelan further objects because this interrogatory is needlessly cumulative with information he has provided or will provide in response to Interrogatory No. 10. Whelan also lacks sufficient information at this time to fully answer this interrogatory because Defendants have possession of the documents and information that are needed to answer this interrogatory, and those documents and information have not yet been produced to Whelan.

Maintaining those objections, Whelan states that Kayla Hermey, a former employee of one of the Defendants, has knowledge concerning the following: 1) she is a former employee of Euramex Management Group, LLC; 2) her phone number is [REDACTED] and she lives at [REDACTED]; 3) she lived at Wesley Stonecrest; 4) when she was an employee, she was provided an apartment at a discounted rate; 5) she paid a \$100 security deposit and does not believe it was returned; 6) she has personal knowledge related to the company being understaffed and behind on work orders; 7) she believes that, as a matter of course, the company did not give move-out inspection forms to departing tenants within 3 business days of the termination of their

occupancy; 8) she believes it often took months for the company to inspect an apartment after a tenant moved out; and 9) she claims that her company consistently withheld some portion of almost every tenants' security deposit.

Whelan will supplement his response consistent with the Civil Practice Act.

INTERROGATORY NO. 19: Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 3 of the Complaint that "Wesley Apartment has a corporate-wide policy of withholding all or some of the security deposits of its departing tenants in violation of Georgia law."

ANSWER: Whelan objects because this interrogatory seeks work product and information protected by attorney-client privilege. Whelan further objects because this interrogatory is needlessly cumulative with information he has provided or will provide in response to Interrogatory No. 10. Whelan also lacks sufficient information at this time to fully answer this interrogatory because Defendants have possession of the documents and information that are needed to answer this interrogatory, and those documents and information have not yet been produced to Whelan.

Maintaining those objections, Whelan states that Kayla Hermey, a former employee of one of the Defendants, has knowledge concerning the following: 1) she is a former employee of Euramex Management Group, LLC; 2) her phone number is [REDACTED] and she lives at [REDACTED]; 3) she lived at Wesley Stonecrest; 4) when she was an employee, she was provided an apartment at a discounted rate; 5) she paid a \$100 security deposit and does not believe it was returned; 6) she has personal knowledge related to the company being understaffed and behind on work

orders; 7) she believes that, as a matter of course, the company did not give move-out inspection forms to departing tenants within 3 business days of the termination of their occupancy; 8) she believes it often took months for the company to inspect an apartment after a tenant moved out; and 9) she claims that her company consistently withheld some portion of almost every tenants' security deposit.

Whelan will supplement his response consistent with the Civil Practice Act.

INTERROGATORY NO. 20: Describe in detail all facts and circumstances, and identify all evidence and any individuals with knowledge thereof, supporting, relating to or contradicting the allegation in Paragraph 18 of the Complaint that plaintiff "did not receive any portion of his security deposit for at least a month after termination."

ANSWER: Whelan objects because this interrogatory is needlessly cumulative with information he has provided or will provide in response to Interrogatory No. 10. Maintaining that objection, Whelan states that he terminated his occupancy of the premises on March 13, 2015 and did not receive any of his security deposit until at least April 13, 2015. And even then, he did not receive the full amount. He cannot recall the exact amount that was withheld and, at this time, has not located any documents in his possession, custody, or control that show the amount that was withheld. Whelan will supplement his response consistent with the Civil Practice Act once he determines the amount.

INTERROGATORY NO. 21: Describe in detail each and every damage, cost or expense which Plaintiff contends that each putative class members incurred or will incur as a result or consequence of the alleged unlawful acts of Defendant, with said description to include

without limitation, a full explanation of how each such damage, cost or expense was incurred or will be incurred, and the amount of each such damage, cost or expense.

ANSWER: Whelan objects to this interrogatory to the extent it asks for a specific amount of certain damages that are not yet ascertained. Subject to and without waiving that objection, Whelan states that he is entitled to three times the amount of his security deposit that was wrongfully withheld from his security deposit and reasonable attorney fees. He cannot recall the exact amount that was withheld and, at this time, has not located any documents in his possession, custody, or control that show the amount that was withheld. Whelan will supplement his response consistent with the Civil Practice Act once he determines the amount.

As for all other members of the proposed class, Whelan lacks sufficient information to provide this information because Defendants have possession of the documents and information that are needed to answer this interrogatory, and those documents and information have not yet been produced to Whelan. Whelan will supplement his response consistent with the Civil Practice Act.

INTERROGATORY NO. 22: Describe the fee arrangement between Plaintiff and Plaintiffs attorney and state the amount of attorney's fees and expenses incurred by Plaintiff to the date of the responses to these interrogatories in connection with Plaintiffs pursuit of all claims against Defendant and identify all documents that refer, relate to or pertain to such agreements, fees and/or expenses. The answer to this interrogatory should include, but not be limited to, the attorney performing the work, the amount of hours expended and the hourly rate for each attorney.

ANSWER: As to Defendant's request to "describe the fee agreement between Plaintiff and Plaintiffs attorney," Whelan is producing the fee agreement between he and his attorneys, and so the answer to this request be derived or ascertained from such agreement, *see* Whelan_000162-000167, and the burden of deriving or ascertaining the answer is less on Defendant than Whelan or at a minimum is substantially the same.

As to the attorney fees and expenses incurred by Whelan to the date of these responses, because the fee agreement is a contingency fee agreement, and no recovery has been made, Whelan is not obligated to pay any attorney fees and expenses as of the date of these responses. Whelan's attorneys have performed work and advanced expenses that, in the event of a recovery, would be compensable, whether from the recovery to Whelan or the recovery to the Class. But, again, no such recoveries have taken place.

As to the request that the responses should include information about "the attorney performing the work [and] the amount of hours expended" and "the amount of ... expenses," Whelan objects to providing such information at this time because doing so would reveal information protected by the attorney work product doctrine and attorney client privilege, and Defendants have no reasonable need for such information at this time. Indeed, such information would have no relevance, or extremely limited relevance, until after the Court has decided class certification (or in the event of certification of a settlement class, during such consideration) or just prior to a jury trial on the merits. If Defendants' attorneys wish to confer with Whelan's attorneys about a schedule for *each side* mutually exchanging attorney fees and expense information, Defendants should request such conferral, so that the parties can discuss an appropriate schedule, as is customary in cases involving claims of attorney fees and expenses.

While maintaining the preceding objections, Whelan's attorneys also state that Matt Stoddard of The Stoddard Firm does not charge clients by the hour, and so he does not have an hourly rate charged to clients to provide in response to this interrogatory. Michael Terry of Bondurant, Mixson & Elmore, LLP has an hourly rate that is charged to clients for 2018 of \$815 per hour, and Naveen Ramachandrappa of Bondurant, Mixson & Elmore, LLP has an hourly rate that is charged to clients for 2018 of \$500 per hour. Bryant Lamer of Spencer Fane LLP has an hourly rate that is charged to clients for 2018 of \$550 per hour, and Blake Smith of Spencer Fane LLP has an hourly rate that is charged to clients for 2018 of \$350 per hour. Whelan notes, however, that, because he has a contingency fee agreement with his attorneys and because Georgia law provides for a percentage-of-the-fund approach in class action cases, hours and hourly rates are likely irrelevant to the amount of recoverable attorney fees.

INTERROGATORY NO. 23: State your current address and each location where you have resided during the past fifteen years (including the street address, apartment or unit number, city, state, and zip code and the dates you resided at each address); and for each, identify every person (and your relationship to that person) with whom you resided.

ANSWER: Whelan objects that the requested time period of fifteen years is overly broad, unduly burdensome, designed to harass or annoy, and is not reasonably calculated to lead to admissible information – especially considering that Whelan's claims arise from a security deposit withheld in 2015 and Whelan is 31 years old, and so going back fifteen years goes into a time period when Whelan was a minor.

Whelan will respond based on a seven-year period of time, which is a common period of time used for employer-background checks and is more than sufficient for any

purposes in this case. From July/August 2017 through the present, Whelan has lived at his current address of [REDACTED]. From March 2015 to July/August of 2017, he lived in an apartment located at [REDACTED]. From 2013 to 2015, he lived at [REDACTED]. And from around 2011 to 2013, he lived at [REDACTED] (where he lived during the school year while he attended Rider University in Lawrenceville, New Jersey) and [REDACTED] (this was his parents' house, where he lived in-between the school year).

As for persons he resided with during those time periods and locations, Whelan objects to providing such information for locations not owned by Defendants. Such information is not reasonably calculated to lead to admissible information, and identifying such persons is designed to or would have the effect of harassing Whelan and other class representatives with the threat of deposing every person they lived with in the last 15 years.

As for the person or persons Whelan resided with while living at locations owned by Defendants, Whelan does not concede the relevance of such information either; however, Whelan states that lived with his wife, Rosemarie Whelan, at Wesley Stonecrest Apartments starting in June 2013 and ending in March 2015.

INTERROGATORY NO. 24: Describe your employment history during the past fifteen years; and for each job that you have held, include the name and address of the employer, the dates of employment, your position or title, your salary or compensation, and the reason you left.

ANSWER: Whelan objects because this interrogatory is overly broad, unduly burdensome, not reasonably calculated to lead to admissible information, and is calculated to annoy, harass, and oppress him. 15 years is an arbitrary time period designed to harass and annoy him. And asking for information such as his compensation is wholly irrelevant to the claims and defenses in this action. Subject to and without waiving those objections, he did marketing research for ORC International in Prince New Jersey from 2012 to 2013 (his annual salary was between \$35,500 to \$37,500). At the same time, he worked as a banquet server at Forsgate Country Club in Monroe, New Jersey (2011 to 2013) (he received \$2.15/hour plus tips). From 2013 to 2015, he was employed as a police officer with the Atlanta Police Department (roughly 2013 to 2015) (his annual salary was \$42,128). From 2015 to the present, he has worked as a police officer with the Metropolitan PD in Washington, D.C. (his annual salary is around \$67,000 plus any earned overtime, which is generally around an additional \$20,000).

INTERROGATORY NO. 25: Identify each and every statement (oral, written, recorded, or videotaped) made by any person who has knowledge of the alleged failure to comply with the Georgia Security Deposit Statute (O.C.G.A. § 44-7-30, et seq.), or the claims in your Complaint; and for each, state the date on which the statement was made and identify (a) the person who gave the statement, (b) the person who took or received the statement, and (c) the person who has possession, custody, or control of the statement.

ANSWER: This request includes statements made between Whelan and his lawyers and among his lawyers. Therefore, Whelan objects to and will not produce such information on the basis of the attorney-client privilege and work product doctrine. Moreover, Whelan objects to and will not provide a privilege log for all such statements, as

it would be unduly burdensome to log every statement between Whelan and his lawyers and among his lawyers and it would not be reciprocal as it seems unlikely Defendants would do the same.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because, among other things, it does not limit the subject matter regarding “each and every statement.” For example, Whelan is a “person who has knowledge of the alleged failure to comply with the Georgia Security Deposit Statute,” and so pursuant to this request, Defendant is asking Whelan to “[i]dentify each and every statement” he has made, without any limitation as to whether those statements are supposed to relate to the Security Deposit claims in this case, class certification, or his personal life. It just says “each and every statement.”

Maintaining those objections, Whelan will provide the following response regarding statements not subject to the attorney-client privilege and work product doctrine and that are related to Defendants’ failure to comply with the Georgia Security Deposit Statute. Whelan states that he is an individual with such knowledge. Whelan has made the following oral communications, which may be considered “statements”: Whelan believes he communicated with Dwayne Jones in or around the time he signed his original lease (around June 6, 2013), when he renewed his lease through December 21, 2014 (which occurred around April 7, 2014), when he communicated his desire to continue living at the premises on a month-to-month basis, and when he provided notice of his intent to vacate. He also interacted with agents and/or employees of Defendants when he returned his keys and provided his forwarding address [REDACTED]

[REDACTED] He also communicated with an agent/employee of Defendants over the phone

after he moved out regarding his security deposit. During the time he lived at 05203 Wesley Stonecrest Circle #5203, Lithonia, Georgia 30038, he also communicated with a black male named Ty, a black female, and a white female (all three Whelan believes were agents and/or employees of Defendants). He does not recall the specifics of any conversation with them (or when the specific conversations took place), but he generally remembers those conversations concerning maintenance of the leased premises.

Also on July 19, 2018, Ms. Hermey stated to Matt Stoddard, Whelan's attorney, that: 1) she is a former employee of Euramex Management Group, LLC; 2) her phone number is [REDACTED]; 3) she lived at Wesley Stonecrest; 4) when she was an employee, she was provided an apartment at a discounted rate; 5) she paid a \$100 security deposit and does not believe it was returned; 6) she has personal knowledge related to the company being understaffed and behind on work orders; 7) she believes that, as a matter of course, the company did not give move-out inspection forms to departing tenants within 3 business days of the termination of their occupancy; 8) she believes it often took months for the company to inspect an apartment after a tenant moved out; and 9) she claims that her company consistently withheld some portion of almost every tenants' security deposit.

As for written communications, the answer can be ascertained from the records to be provided by Whelan in response to Defendant's request for documents, records which came from Defendants to begin within, and the burden of ascertaining the answer from the records is less on Defendants than it is for Whelan under O.C.G.A. § 9-11-33 (c). *See Whelan_00001-00030*. Whelan notes that he is producing all written statements he has of Defendants' agents in response to Document Request Nos. 6 and 8.

INTERROGATORY NO. 26: Identify each and every person who has knowledge of the alleged failure to comply with the Georgia Security Deposit Statute (O.C.G.A. § 44-7-30, et seq.), or the claims in your Complaint and provide the knowledge they possess and their last known contact information.

ANSWER: Whelan objects to this interrogatory as unduly burdensome because he cannot possibly state all the knowledge he has related to this action, nor can he possibly state (or know) all the knowledge another individual may possess related to this action. Whelan also objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (*italics added*). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Maintaining those objections, Whelan states: Ryan Whelan, plaintiff; his wife, Rosemarie Whelan (who lived with him from 2013 to 2015 at 05203 Wesley Stonecrest Circle #5203, Lithonia, Georgia 30038); Dwayne Jones, the property manager; a black male named “Ty”, whose job title and last name is unknown to Whelan; a black female, whose name and job title Whelan cannot recall; a white female, whose name and job title Whelan cannot recall; Kayla Hermey, a former employee of Euramex Management Group, LLC; and certain other employees, agents, officers, members, and other representatives of Defendants not yet known to Whelan. As for any names not provided, Whelan lacks sufficient information to provide the names because Defendants have possession of the

documents and information that are needed to answer this interrogatory, and those documents and information have not yet been produced to Whelan. Whelan will supplement his response consistent with the Civil Practice Act.

Whelan believes that their knowledge stems from the following: Whelan believes he communicated with Dwayne Jones in or around the time he signed his original lease (around June 6, 2013), when he renewed his lease through December 21, 2014 (which occurred around April 7, 2014), when he communicated his desire to continue living at the premises on a month-to-month basis, and when he provided notice of his intent to vacate. He also interacted with agents and/or employees of Defendants when he returned his keys and provided his forwarding address [REDACTED]

[REDACTED] He also communicated with an agent/employee of Defendants over the phone after he moved out regarding his security deposit. During the time he lived at 05203 Wesley Stonecrest Circle #5203, Lithonia, Georgia 30038, he also communicated with a black male named Ty, a black female, and a white female (all three Whelan believes were agents and/or employees of Defendants). He does not recall the specifics of any conversation with them (or when the specific conversations took place), but he generally remembers those conversations concerning maintenance of the leased premises.

Also on July 19, 2018, Ms. Hermei stated to Matt Stoddard, Whelan's attorney, that: 1) she is a former employee of Euramex Management Group, LLC; 2) [REDACTED]; 3) [REDACTED]; 3) she lived at Wesley Stonecrest; 4) when she was an employee, she was provided an apartment at a discounted rate; 5) she paid a \$100 security deposit and does not believe it was returned; 6) she has personal knowledge related to the company being understaffed

and behind on work orders; 7) she believes that, as a matter of course, the company did not give move-out inspection forms to departing tenants within 3 business days of the termination of their occupancy; 8) she believes it often took months for the company to inspect an apartment after a tenant moved out; and 9) she claims that her company consistently withheld some portion of almost every tenants' security deposit.

As for any additional "knowledge" of an individual that can be derived from documents, the answer can be ascertained from the records to be provided by Whelan in response to Defendant's request for documents, records which came from Defendants to begin within, and the burden of ascertaining the answer from the records is less on Defendants than it is for Whelan under O.C.G.A. § 9-11-33 (c). *See Whelan_00001-00161; 000168-000174.* Whelan notes that he is producing all written statements he has of Defendants' agents in response to Document Request Nos. 6 and 8.

INTERROGATORY NO. 27: State whether plaintiff or any class member has had any communication with the Defendants named in this action, including, but not limited to, any of their current or former agents, employees, or representatives; if so, state the date and place of each communication, identify each person who participated in the communication, identify any memorialization of that communication, and describe the substance of each communication.

ANSWER: Whelan objects to the part of this request that asks for discovery "directed *solely* to the merits of the claims or defenses in the action." O.C.G.A. § 9-11-23 (f)(2) (*italics added*). "[U]ntil the court has issued its written decision regarding certification of the class," any discovery that is *solely* merits related shall be stayed, unless "good cause" is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide

responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because, among other things, it does not limit the subject matter regarding “any communication with the Defendants.” So, for example, if Whelan said “good morning” to one of Defendants’ employees or “how in the world did the Falcons lose?” such communications would be covered by Defendants’ request.

Maintaining those objections, Whelan will provide the following response limited to matters that have some connection to class certification issues. Whelan states that Whelan believes he communicated with Dwayne Jones in or around the time he signed his original lease (around June 6, 2013), when he renewed his lease through December 21, 2014 (which occurred around April 7, 2014), when he communicated his desire to continue living at the premises on a month-to-month basis, and when he provided notice of his intent to vacate. He also interacted with agents and/or employees of Defendants when he returned his keys and provided his forwarding address [REDACTED]

[REDACTED] He also communicated with an agent/employee of Defendants over the phone after he moved out regarding his security deposit. During the time he lived at 05203 Wesley Stonecrest Circle #5203, Lithonia, Georgia 30038, he also communicated with a black male named Ty, a black female, and a white female (all three Whelan believes were agents and/or employees of Defendants). He does not recall the specifics of any conversation with them (or when the specific conversations took place), but he generally remembers those conversations concerning maintenance of the leased premises.

As for written communications, the answer can be ascertained from the records to be provided by Whelan in response to Defendant's request for documents, record which came from Defendants' to begin within, and the burden of ascertaining the answer from the records is less on Defendants than it is for Whelan under O.C.G.A. § 9-11-33 (c). *See* Whelan_00001-00030. Whelan notes that he is producing all written statements he has of Defendants' agents in response to Document Request Nos. 6 and 8.

Whelan also states that other class members had communications with Defendants that relate to class certification issues, such as a communication by Defendants that they are withholding a class member's security deposit, even though Defendants did not provide a damages list to the class members within three business days. As for the details of such communications, such information is not in Whelan's possession, custody, or control, and it is instead within the possession, custody, or control of Defendants.

Kayla Hermey also likely had communications with Defendants, although Whelan is unaware of any specific communications and so he cannot provide the date and time of the communication, who participated in the communication, whether it was memorialized, and the substance of it.

INTERROGATORY NO. 28: State the name and address of every person known to you, your agents, or your attorneys, who has knowledge about, or possession, custody, or control of, any model, plat, map, drawing, motion picture, videotape, or photograph pertaining to any allegation in your Complaint; and describe as to each, what item such person has, the name and address of the person who took or prepared it, and the date it was taken or prepared.

ANSWER: Whelan objects to the part of this request that asks for discovery "directed *solely* to the merits of the claims or defenses in the action." O.C.G.A. § 9-11-23

(f)(2) (italics added). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Maintaining that objection, Whelan responds that, as to issues with some connection to class certification issues, he is not aware of any responsive information at this time.

INTERROGATORY NO. 29: Please identify all oral and written communications that any employee or agent of Defendant had with each class member including but not limited to voicemail messages, and for each such communication, please state the time and date of the communication, the individuals who participated in the conversation or left a voicemail message, and describe in detail the substance of each communication cited.

ANSWER: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 **(f)(2) (italics added).** “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because, among other things, it does not limit the subject matter regarding

“any communication with the Defendants.” So, for example, if Whelan said “good morning” to one of Defendants’ employees or “how in the world did the Falcons lose?” such communications would be covered by Defendants’ request.

Maintaining those objections, Whelan will provide the following response limited to matters that have some connection to class certification issues. Whelan states that Whelan believes he communicated with Dwayne Jones in or around the time he signed his original lease (around June 6, 2013), when he renewed his lease through December 21, 2014 (which occurred around April 7, 2014), when he communicated his desire to continue living at the premises on a month-to-month basis, and when he provided notice of his intent to vacate. He also interacted with agents and/or employees of Defendants when he returned his keys and provided his forwarding address [REDACTED]

[REDACTED] He also communicated with an agent/employee of Defendants over the phone after he moved out regarding his security deposit. During the time he lived at 05203 Wesley Stonecrest Circle #5203, Lithonia, Georgia 30038, he also communicated with a black male named Ty, a black female, and a white female (all three Whelan believes were agents and/or employees of Defendants). He does not recall the specifics of any conversation with them (or when the specific conversations took place), but he generally remembers those conversations concerning maintenance of the leased premises.

As for written communications, the answer can be ascertained from the records to be provided by Whelan in response to Defendant’s request for documents, record which came from Defendants’ to begin within, and the burden of ascertaining the answer from the records is less on Defendants than it is for Whelan under O.C.G.A. § 9-11-33 (c). *See*

Whelan_00001-00030. Whelan notes that he is producing all written statements he has of Defendants' agents in response to Document Request Nos. 6 and 8.

Kayla Hermei also likely had communications with Defendants, although Whelan is unaware of any specific communications and so he cannot provide the time and date of the communication, whether it was by voicemail, and the substance of such voicemail.

INTERROGATORY NO. 30: Has any court denied a motion for class certification filed by Plaintiff's counsel? If your answer is yes, please identify the case style (plaintiff, defendant, civil action number and name of court), the date of the order denying class certification and the name of the judge who entered the order.

ANSWER: Whelan objects that this request contains no time period, and certain of Whelan's counsel have been practicing law for over 30 years. Whelan also objects that the phrase "Plaintiff's counsel" is ambiguous, as it could refer to the entire law firms or just the named attorneys in this case.

Maintaining those objections, Whelan will provide a response limited to a seven-year time period and based on the lead counsel in this case from each of the law firms representing Whelan (*i.e.*, Naveen Ramachandrappa, Bryant Lamer, and Matt Stoddard).

With those parameters, Whelan's answer is yes. In *Gold v. DeKalb County School District*, Civil Action File No. 11CV3657, Superior Court of DeKalb, County, Judge Gregory A. Adams denied as moot a motion for class certification filed, with other counsel, by Naveen Ramachandrappa as counsel for the plaintiffs and proposed class in *Gold*. Judge Adams denied the motion as moot because he granted the defendants' motion for summary judgment and denied the plaintiffs' motion for partial summary judgment. On appeal, the Court of Appeals reversed the grant of the defendants' motion for summary judgment,

reversed the denial of the plaintiffs' motion for partial summary judgment, and remanded the case for consideration of the issues found to be moot, *e.g.*, the plaintiffs' motion for class certification. *See Gold v. DeKalb Cty. Sch. Dist.*, 346 Ga. App. 108, 115 (2018) ("Because the trial court considered any other issues or motions pending below moot in light of its summary judgment in favor of the District, we vacate the remainder of the court's order and remand the case for reconsideration in light of our holding in Division 1.").

In three related class actions filed by Naveen Ramachandrappa as counsel for the plaintiffs, along with other counsel, the district court judge, Judge Ursula Ungaro granted settlement class certification of one class and denied class certification of the other two classes. *See Dorado v. Bank of Am., N.A.*, 1:16-CV-21147-UU (S.D. Fla. Mar. 24, 2017) (granting class certification); *Miller v. Wells Fargo*, 1:16-CV-21145-UU (S.D. Fla. Feb. 22, 2017) (denying class certification); *Smith v. U.S. Bank, N.a.*, 1:16-CV-21156-UU (S.D. Fla. Feb. 22, 2017) (denying class certification). The *Miller* and *Smith* actions were later settled before an appeal of the denial of class certification was filed.

INTERROGATORY NO. 31: State all facts and identify all evidence supports your contention that this case should be maintained as a Class Action.

Whelan states that the facts supporting his contention that this case should be maintained as a Class Action are those facts in his Complaint, and which pursuant to Rule 15 may be amended at any time as of right, before the entry of the pretrial order. As to the evidence supporting Whelan's contention that this case should be maintained as a Class Action, Whelan states that around June 6, 2013, he entered into an agreement with one or more Defendants to rent an apartment unit at Wesley Stonecrest. The lease term was June

6, 2013 through June 8, 2014. Whelan paid \$300 as a security deposit. Whelan may use evidence relating to these issues in support of his motion for class certification.

Whelan states that around June 6, 2013, he entered into an agreement with one or more Defendants to rent an apartment unit at Wesley Stonecrest. The address was 05203 Wesley Stonecrest Circle #5203, Lithonia, Georgia 30038. The lease term was June 6, 2013 through June 8, 2014. Whelan paid \$300 as a security deposit. Whelan may use evidence relating to these issues in support of his motion for class certification.

Whelan states that, during the term of the first lease (around April 2014), Whelan renewed his lease at Wesley Stonecrest for a term ending December 21, 2014. Before the renewed lease was terminated, Whelan told an agent of one of the defendants, whose name he cannot recall, that he intended to stay in the apartment on a month-to-month basis until he gave 30-days' notice of his move-out date. Whelan gave such notice and his lease terminated on March 13, 2015. Before vacating the premises, he cleaned the apartment, returned his keys to the management office, and gave them a forwarding address. Whelan may use evidence relating to these issues in support of his motion for class certification.

Whelan states that Defendants did not give Whelan a list of alleged damages done to the premises within three business days of March 13, 2015. Whelan did not receive any of his security deposit until at least a month after March 13, 2015. And even then, he only received part of his security deposit. Defendants retained the remainder of his security deposit on the basis of alleged damage done to the premises. He spoke on the phone with someone he believes to have been an agent and/or employee of the Defendants, and this person advised Whelan that a portion of his security deposit was being withheld because the refrigerator was allegedly dirty. Whelan cannot recall whether that conversation took

place before or after he received the check with his partial security deposit – i.e., whether he called and then they sent the check; or whether they sent the check and then he called. Whelan may use evidence relating to these issues in support of his motion for class certification.

Whelan states that, almost every time Whelan interacted with Defendants, it was via Dwayne Jones, the property manager. Whelan may use evidence relating to these issues in support of his motion for class certification.

Further, Whelan states that the Wesley Apartment Homes website lists 12 apartment complexes in Georgia. <https://www.wesleyapartments.com/searchlisting.aspx>. Whelan also states that the Wesley Apartment Homes website says that, “[w]ith more than 13 apartment communities strategically located throughout the city.” <https://www.wesleyapartments.com/custompage.aspx?sectionid=728206>. Whelan may use evidence relating to these issues in support of his motion for class certification.

In addition, Ms. Hermey has information related to the following: 1) she is a former employee of Euramex Management Group, LLC; 2) her phone number is [REDACTED] and she lives at [REDACTED] 3) she lived at Wesley Stonecrest; 4) when she was an employee, she was provided an apartment at a discounted rate; 5) she paid a \$100 security deposit and does not believe it was returned; 6) she has personal knowledge related to the company being understaffed and behind on work orders; 7) she believes that, as a matter of course, the company did not give move-out inspection forms to departing tenants within 3 business days of the termination of their occupancy; 8) she believes it often took months for the company to inspect an apartment

after a tenant moved out; and 9) she claims that her company consistently withheld some portion of almost every tenants' security deposit.

Whelan also notes that it is likely that a significant amount of the evidence that will support that this action should be maintained as a class action will come from evidence to be later produced by Defendants. As such, Whelan will supplement his response consistent with the Civil Practice Act.

INTERROGATORY NO. 32: Does Plaintiff plan on calling at the class certification hearing any witnesses to testify? If so, state in detail: (1) The names, addresses and telephone numbers of each person whom you expect to call; and (2) The subject matter about which each witness is expected to or may testify.

ANSWER: At this time, Whelan does not plan on calling any witnesses to provide live testimony at a class certification hearing. However, Whelan notes that he does plan on submitting written, affidavit testimony in support of his motion for class certification. Whelan also notes that no scheduling order has been entered in this case as of this response, and such scheduling order will likely contain a schedule for disclosure of witnesses, including but not limited to disclosure of expert witnesses. Whelan therefore will supplement pursuant to the Civil Practice Act and any scheduling order.

INTERROGATORY NO. 33: Identify each and every person, document, writing, recording, or other tangible item which supports your contention that any named plaintiff or member of the putative class was not paid monies purportedly due them under the law of Georgia, and provide the name, address, phone number, and anticipated area of knowledge of each person identified herein.

ANSWER: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (italics added). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Maintaining those objections, Whelan states: Ryan Whelan, plaintiff; his wife, Rosemarie Whelan (who lived with him from 2013 to 2015 at 05203 Wesley Stonecrest Circle #5203, Lithonia, Georgia 30038); Dwayne Jones, the property manager; a black male named “Ty”, whose job title and last name is unknown to Whelan; a black female, whose name and job title Whelan cannot recall; a white female, whose name and job title Whelan cannot recall; Kayla Hermeiy, a former employee of Euramex Management Group, LLC; and certain other employees, agents, officers, members, and other representatives of Defendants not yet known to Whelan. As for any names not provided, Whelan lacks sufficient information to provide the names because Defendants have possession of the documents and information that are needed to answer this interrogatory, and those documents and information have not yet been produced to Whelan. Whelan will supplement his response consistent with the Civil Practice Act.

Whelan believes that their knowledge stems from the following: Whelan believes he communicated with Dwayne Jones in or around the time he signed his original lease (around June 6, 2013), when he renewed his lease through December 21, 2014 (which

occurred around April 7, 2014), when he communicated his desire to continue living at the premises on a month-to-month basis, and when he provided notice of his intent to vacate. He also interacted with agents and/or employees of Defendants when he returned his keys and provided his forwarding address ([REDACTED]

[REDACTED] He also communicated with an agent/employee of Defendants over the phone after he moved out regarding his security deposit. During the time he lived at 05203 Wesley Stonecrest Circle #5203, Lithonia, Georgia 30038, he also communicated with a black male named Ty, a black female, and a white female (all three Whelan believes were agents and/or employees of Defendants). He does not recall the specifics of any conversation with them (or when the specific conversations took place), but he generally remembers those conversations concerning maintenance of the leased premises.

Also on July 19, 2018, Ms. Hermey stated to Matt Stoddard, Whelan's attorney, that: 1) she is a former employee of Euramex Management Group, LLC; 2) her phone number is [REDACTED] and she lives at [REDACTED]; 3) she lived at Wesley Stonecrest; 4) when she was an employee, she was provided an apartment at a discounted rate; 5) she paid a \$100 security deposit and does not believe it was returned; 6) she has personal knowledge related to the company being understaffed and behind on work orders; 7) she believes that, as a matter of course, the company did not give move-out inspection forms to departing tenants within 3 business days of the termination of their occupancy; 8) she believes it often took months for the company to inspect an apartment after a tenant moved out; and 9) she claims that her company consistently withheld some portion of almost every tenants' security deposit.

As for documents, the answer can be ascertained from the records to be provided by Whelan in response to Defendant's request for documents, record which came from Defendants' to begin within, and the burden of ascertaining the answer from the records is less on Defendants than it is for Whelan under O.C.G.A. § 9-11-33 (c). *See Whelan_00001-00174*. Whelan notes that he is producing all written statements he has of Defendants' agents in response to Document Request Nos. 6 and 8.

Moreover, he has made reasonable efforts to locate other documents that he believes might be relevant to this action, but that he does not believe are in his possession, custody, or control. These documents include but are not limited to: bank records from his account at the Credit Union of Atlanta, which he used while he lived at 05203 Wesley Stonecrest Circle #5203, Lithonia, Georgia 30038, which he believes would show rent payments he made to Defendants (he no longer has access to this account); bank records from his account at the Navy Federal Credit Union, which is the account in which he deposited the check that Defendants sent to him that contained his partial security deposit return (he can access those records back to only December 2015).

INTERROGATORY NO. 34: Define the geographical area in which members of the class sought to be represented are located, state in detail the factual and legal basis for any contention that the given geographical area is appropriate, and identify all documents that support your contention.

ANSWER: As set forth in the class definition found at paragraph 29 of Plaintiff's complaint, and subject to any future amendments to the class definition or to a future motion for class certification of any kind, the proposed Class currently consists "Ryan Whelan and any citizen of Georgia." Compl. ¶ 29. At the time of filing and at the time of

these responses, Ryan Whelan lives in Bel Air, Maryland. The proposed Class at this time does not include any other citizens of Maryland. Ryan Whelan is the only member of the Class that is not a citizen of Georgia.

The basis for the proposed Class is that, as “master of the complaint,” Plaintiff Ryan Whelan is entitled to represent a Class as he and his counsel deem appropriate, and the complaint supports that contention. Beyond this response, Whelan objects to providing “all documents that support your contention,” especially given the request purports to include any “legal basis,” because this covers information protected by the attorney-client privilege and work product doctrine. Whelan will not provide a privilege log for such documents, as such legal research by attorneys is clearly protected material. Moreover, interrogatories are for discovery of facts, contentions, and evidence, not legal authority.

INTERROGATORY NO. 35: Define the time period spanned that Plaintiff contends to be appropriate by all class claims, stating the factual and legal basis for the contention that the given time period is appropriate and identify all documents that support that contention.

ANSWER: As set forth in the class definition found at paragraph 29 of Plaintiff’s complaint, and subject to any future amendments to the class definition or to a future motion for class certification of any kind, the proposed Class period is currently “the applicable statute of limitations and excluding any claims for security deposits retained after June 30, 2018.” Compl. ¶ 29. The applicable statute of limitation period is twenty years. As such, the Class Period begins with any security deposits withheld on or after August 28, 1998 and ends with any security deposits withheld beginning on or after July 1, 2018.

The basis for the proposed Class period is that Whelan and the Class assert claims under the Georgia security deposit statute, which does not provide a statute of limitation period, and so it is subject to the twenty-year statute of limitation period provided for by the General Assembly for such statutory claims. Beyond this response, Whelan objects to providing “all documents that support your contention,” especially given the request purports to include any “legal basis,” because this covers information protected by the attorney-client privilege and work product doctrine. Whelan will not provide a privilege log for such documents, as such legal research by attorneys is clearly protected material. Moreover, interrogatories are for discovery of facts, contentions, and evidence, not legal authority.

INTERROGATORY NO. 36: State each and every criteria, policy, procedure or practice utilized by the defendants which you contend violated the law.

ANSWER: Defendants’ criteria, policy, procedure, or practice of withholding security deposits for, whether in part or in whole, alleged damage done to the premises, when Defendants have not provided and given a damages list to the tenant within three business days after termination of occupancy, violates the Georgia Security Deposit statute. Beyond this response, Whelan objects to providing additional responses to this overly broad and unduly burdensome request, which requires Whelan to answer whether Defendants have violated any law, including for example whether Defendants have violated employment discrimination laws in their hiring and employment decisions. Whelan’s response will be limited to the claims has asserted or may later assert in this case.

INTERROGATORY NO. 37: Identify each person who may testify or provide opinions as an expert witness at class certification or the trial of this case. Please state the subject

matter on which each expert witness is expected to testify, the substance of the facts, findings and opinions about which each expert witness is expected to testify, and give a summary of the grounds for each opinion.

ANSWER: At this time, Whelan has not retained any expert witness in this case. Whelan also notes that no scheduling order has been entered in this case as of this response, and such scheduling order will likely contain a schedule for disclosure of witnesses, including but not limited to disclosure of expert witnesses. Whelan therefore will supplement pursuant to the Civil Practice Act and any scheduling order.

/s/ Bryant T. Lamer
Michael B. Terry
Ga. Bar No. 702582
Naveen Ramachandrappa
Ga. Bar No. 422036
BONDURANT, MIXSON & ELMORE, LLP
1201 W Peachtree St NW, Ste 3900
Atlanta, GA 30309
Tel: 404-881-4100
Fax: 404-881-4111
terry@bmelaw.com
ramachandrappa@bmelaw.com

Matthew B. Stoddard
Ga. Bar No. 558215
THE STODDARD FIRM
5447 Roswell Road
Suite 204
Atlanta, GA 30342
P: (404) 593-2695
F: (404) 264-1149
matt@thestoddardfirm.com

Bryant T. Lamer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106
Tel: (816) 474-8100
Fax: (816) 474-3216

blamer@spencerfane.com
bsmith@spencerfane.com
pro hac vice admitted

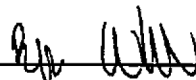
Attorneys for Plaintiff Ryan Whelan

VERIFICATION

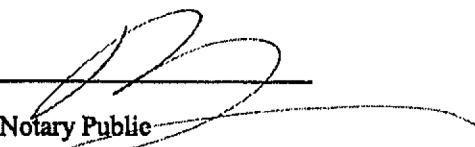
STATE OF Maryland)
) ss.
COUNTY OF Harford)

Ryan Whelan, of lawful age, being first duly sworn, states that he has read the above and foregoing, understands the contents thereof, and the statements contained therein are true and correct to the best of his present knowledge and understanding.

Subscribed and sworn to before me a notary public this 12 day of December, 2018.



Ryan Whelan



Notary Public

My Commission Expires:

ROBIN CHRISTINE JOY
NOTARY PUBLIC
HARFORD COUNTY
MARYLAND
My Commission Expires 08/31/2021

**STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA**

RYAN WHELAN, on behalf of himself and all
othiss similarly situated;

Plaintiff;

v.

WESLEY APARTMENT HOMES, LLC,
formerly known as EURAMEX
MANAGEMENT GROUP, LLC; AVILA
REAL ESTATE, LLC; and TURNER HILL
PARTNERS, LLC;

Defendants.

Civil Action File No. 18A70827

CLASS ACTION
JURY TRIAL

CERTIFICATE OF SERVICE

I hereby certify that on December 12, 2018, I served a true and correct copy of the foregoing Plaintiff Ryan Whelan's Answers to Turner Hill Partners, LLC's First Interrogatories by Electronic Mail upon the following:

Michael P. Bruyere (mbruyere@fnqlaw.com)
A. Ali Sabzevari (asabzevari@fnqlaw.com)
Freeman Mathis & Gary LLP
100 Galleria Parkway, Suite 1600
Atlanta GA 30339
Attorneys for Defendants

Respectfully submitted, this 12th day of December 2018.

/s/ Bryant T. Lamer

STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

RYAN WHELAN, on behalf of himself and all
others similarly situated;

Plaintiff;

v.

WESLEY APARTMENT HOMES, LLC,
formerly known as EURAMEX
MANAGEMENT GROUP, LLC; AVILA
REAL ESTATE, LLC; and TURNER HILL
PARTNERS, LLC;

Defendants.

Civil Action File No. 18A70827

CLASS ACTION
JURY TRIAL

**PLAINTIFF RYAN WHELAN'S RESPONSES TO
DEFENDANT TURNER HILL PARTNERS LLC'S
FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS**

Plaintiff Ryan Whelan responds to the following requests:

REQUEST NO. 1: All documents you reviewed, relied upon, or otherwise considered in preparing your answers to Turner Hill Partners, LLC's First Interrogatories to Plaintiff, including those documents identified therein.

RESPONSE: Because the definitions for Defendants' request define "you" as including "any person acting for, or on behalf of Ryan Whelan," this request covers all documents reviewed by Whelan's attorneys, including but not limited to documents protected by the attorney-client privilege and work product doctrine, and the review itself is protected by the work product doctrine. Based on privilege, Whelan will not provide documents reviewed, relied upon, or otherwise considered by his attorneys, nor will he provide a privilege for such documents, as providing the privilege log would reveal the review itself which is protected by the work product doctrine.

Maintaining those objections, Whelan will produce all non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 2: All documents you reviewed, relied upon, or otherwise considered in preparing your answers to Wesley Apartment Homes, LLC's First Interrogatories to Plaintiff, including those documents identified therein.

RESPONSE: Because the definitions for Defendants' request define "you" as including "any person acting for, or on behalf of Ryan Whelan," this request covers all documents reviewed by Whelan's attorneys, including but not limited to documents protected by the attorney-client privilege and work product doctrine, and the review itself is protected by the work product doctrine. Based on privilege, Whelan will not provide documents reviewed, relied upon, or otherwise considered by his attorneys, nor will he provide a privilege for such documents, as providing the privilege log would reveal the review itself which is protected by the work product doctrine.

Maintaining those objections, Whelan will produce all non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 3: All documents you reviewed, relied upon, or otherwise considered in preparing your answers to Turner Hill Partners, LLC's First Requests for Admissions to Plaintiff.

RESPONSE: Because the definitions for Defendants' request define "you" as including "any person acting for, or on behalf of Ryan Whelan," this request covers all documents reviewed by Whelan's attorneys, including but not limited to documents protected by the attorney-client privilege and work product doctrine, and the review itself is protected by the work product doctrine. Based on privilege, Whelan will not provide

documents reviewed, relied upon, or otherwise considered by his attorneys, nor will he provide a privilege for such documents, as providing the privilege log would reveal the review itself which is protected by the work product doctrine.

Maintaining those objections, Whelan will produce all non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 4: All documents you have obtained from any third party that in any way support, contradict, or are inconsistent with Plaintiff's allegations in this lawsuit, including any documents that you have obtained by subpoena or third-party document request in this lawsuit.

RESPONSE: Because the definitions for Defendants' request define "you" as including "any person acting for, or on behalf of Ryan Whelan," this request covers all documents reviewed by Whelan's attorneys, including but not limited to documents protected by the attorney-client privilege and work product doctrine, and the review itself is protected by the work product doctrine. Moreover, "documents you have obtained from any third party" would include cases and opinions downloaded from WestLaw (a third party). Based on privilege, Whelan will not provide documents reviewed, relied upon, or otherwise considered by his attorneys, nor will he provide a privilege for such documents, as providing the privilege log would reveal the review itself which is protected by the work product doctrine.

Maintaining those objections, Whelan has no responsive, non-privileged documents in his possession, custody, or control.

REQUEST NO. 5: All documents that evidence, refer to, reflect, or quantify in any way any item of damages you claim in this lawsuit.

RESPONSE: Because “[a]ll documents that evidence, refer to, reflect, or quantify in any way any item of damages you claim in this lawsuit” contains no limitations, this request covers all documents maintained by Whelan’s attorneys that reference damages, including documents protected by the attorney-client privilege and work product doctrine. Based on privilege, Whelan will not provide documents created or generated by his attorneys that refer to, reflect, or quantify in any way any item of damages claimed in this lawsuit, nor will he provide a privilege log for such documents, as documents created or generated by Whelan’s attorneys are presumptively, if not conclusively, privileged.

Whelan also objects that, because attorney fees and expenses are an item of his damages, this request Whelan objects to providing such information at this time because doing so would reveal information protected by the attorney work product doctrine and attorney client privilege, and Defendants have no reasonable need for such information at this time. Indeed, such information would have no relevance, or extremely limited relevance, until after the Court has decided class certification (or in the event of certification of a settlement class, during such consideration) or just prior to a jury trial on the merits. If Defendants’ attorneys wish to confer with Whelan’s attorneys about a schedule for *each side* mutually exchanging attorney fees and expense information, Defendants should request such conferral, so that the parties can discuss an appropriate schedule, as is customary in cases involving claims of attorney fees and expenses.

Maintaining those objections, Whelan will produce all non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 6: All statements of any kind (i.e., oral, written, recorded, or videotaped) from each person who has knowledge relating to your claims in this lawsuit.

RESPONSE: This request includes statements made between Whelan and his lawyers and among his lawyers. Therefore, Whelan objects to and will not produce such information on the basis of the attorney-client privilege and work product doctrine. Moreover, Whelan objects to and will not provide a privilege log for all such statements, as it would be unduly burdensome to log every statement between Whelan and his lawyers and among his lawyers and it would not be reciprocal as it seems unlikely Defendants would do the same.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because, among other things, it does not limit the subject matter regarding “[a]ll statements of any kind.” For example, Whelan is a “person who has knowledge relating to [his] claims in this lawsuit,” and so pursuant to this request, Defendant is asking Whelan to produce “[a]ll statements of any kind” he has made, without any limitation as to whether those statements are supposed to relate to the Security Deposit claims in this case, class certification, or his personal life. It just says “[a]ll statements of any kind.”

Maintaining those objections, Whelan will produce documents regarding statements not subject to the attorney-client privilege and work product doctrine and that are related to Defendants’ failure to comply with the Georgia Security Deposit Statute.

REQUEST NO. 7: All statements (written, recorded, or videotaped) made by any person who has knowledge of the alleged failure to comply with the Georgia Security Deposit Statute (O.C.G.A. § 44-7-30, et seq.), or the claims in your Complaint.

RESPONSE: This request includes statements made between Whelan and his lawyers and among his lawyers. Therefore, Whelan objects to and will not produce such information on the basis of the attorney-client privilege and work product doctrine.

Moreover, Whelan objects to and will not provide a privilege log for all such statements, as it would be unduly burdensome to log every statement between Whelan and his lawyers and among his lawyers and it would not be reciprocal as it seems unlikely Defendants would do the same.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because, among other things, it does not limit the subject matter regarding “[a]ll statements of any kind.” For example, Whelan is a “person who has knowledge relating to [his] claims in this lawsuit,” and so pursuant to this request, Defendant is asking Whelan to produce “[a]ll statements of any kind” he has made, without any limitation as to whether those statements are supposed to relate to the Security Deposit claims in this case, class certification, or his personal life. It just says “[a]ll statements of any kind.”

Maintaining those objections, Whelan will produce documents regarding statements not subject to the attorney-client privilege and work product doctrine and that are related to Defendants’ failure to comply with the Georgia Security Deposit Statute.

REQUEST NO. 8: All communications including, but not limited to, e-mail communications or text messages, with the Defendants named in this action, which includes but is not limited to, communications with any current or former agents, employees, or representatives, involving the claims in this action.

RESPONSE: Whelan objects that, given Defendant’s instructions, this request covers statements made by Whelan’s attorneys (who are agents or representatives of Whelan) to Defendants’ attorneys (who are agents or representatives of Whelan. Whelan will not produce such communications, given that Defendants’ counsel necessarily received

such communications. Maintaining those objections, Whelan will produce documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 9: All documents supporting or contradicting your allegations in Paragraph 30 of the Complaint that the putative class is so numerous that the joinder of the class is impracticable.

RESPONSE: Because “[a]ll documents supporting or contradicting your allegations in Paragraph 30 of the Complaint” contains no limitations, this request covers all documents maintained by Whelan’s attorneys that reference numerosity. Based on privilege, Whelan will not provide documents created or generated by his attorneys that support or contradict numerosity, nor will he provide a privilege log for such documents, as documents created or generated by Whelan’s attorneys are presumptively, if not conclusively, privileged.

Maintaining those objections, Whelan will produce all non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 10: All documents supporting or contradicting your allegations in Paragraph 30 of the Complaint that "Plaintiff believes that there are at a minimum hundreds, if not thousands, of Class members."

RESPONSE: Because “[a]ll documents supporting or contradicting your allegations in Paragraph 30 of the Complaint” contains no limitations, this request covers all documents maintained by Whelan’s attorneys that reference numerosity. Based on privilege, Whelan will not provide documents created or generated by his attorneys that support or contradict numerosity, nor will he provide a privilege log for such documents,

as documents created or generated by Whelan's attorneys are presumptively, if not conclusively, privileged.

Maintaining those objections, Whelan will produce all non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 11: All documents supporting or contradicting your allegations in Paragraph 31 of the Complaint that the putative class is subject to common questions of fact and law.

RESPONSE: Because "[a]ll documents supporting or contradicting your allegations in Paragraph 31 of the Complaint" contains no limitations, this request covers all documents maintained by Whelan's attorneys that reference common questions of fact and law in this case. Based on privilege, Whelan will not provide documents created or generated by his attorneys that support or contradict this subject matter, nor will he provide a privilege log for such documents, as documents created or generated by Whelan's attorneys are presumptively, if not conclusively, privileged.

Maintaining those objections, Whelan will produce all non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 12: All documents supporting or contradicting your allegations in Paragraph 32 of the Complaint that the putative class is subject to claims typical of the claims of other members and that the members of the putative class suffered the same harm arising out of this alleged failure to comply with the law.

RESPONSE: Because "[a]ll documents supporting or contradicting your allegations in Paragraph 32 of the Complaint" contains no limitations, this request covers all documents maintained by Whelan's attorneys that reference typicality. Based on

privilege, Whelan will not provide documents created or generated by his attorneys that support or contradict this subject matter, nor will he provide a privilege log for such documents, as documents created or generated by Whelan’s attorneys are presumptively, if not conclusively, privileged.

Maintaining those objections, Whelan will produce all non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 13: All documents supporting or contradicting your allegations in Paragraph 33 of the Complaint that Plaintiff will fairly and adequately represent and protect the interests of the putative class.

RESPONSE: Because “[a]ll documents supporting or contradicting your allegations in Paragraph 33 of the Complaint” contains no limitations, this request covers all documents maintained by Whelan’s attorneys that reference adequacy. Based on privilege, Whelan will not provide documents created or generated by his attorneys that support or contradict this subject matter, nor will he provide a privilege log for such documents, as documents created or generated by Whelan’s attorneys are presumptively, if not conclusively, privileged.

Maintaining those objections, Whelan will produce all non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 14: All documents supporting or contradicting your allegations in Paragraph 34 of the Complaint that the questions of law or fact common to the putative class members predominate over questions affecting only individual members.

RESPONSE: Because “[a]ll documents supporting or contradicting your allegations in Paragraph 34 of the Complaint” contains no limitations, this request covers

all documents maintained by Whelan’s attorneys that reference predominance. Based on privilege, Whelan will not provide documents created or generated by his attorneys that support or contradict this subject matter, nor will he provide a privilege log for such documents, as documents created or generated by Whelan’s attorneys are presumptively, if not conclusively, privileged.

Maintaining those objections, Whelan will produce all non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 15: All documents supporting or contradicting your allegations in Paragraph 35 of the Complaint that a class action is superior to all other methods for the fair and efficient adjudication of this controversy.

RESPONSE: Because “[a]ll documents supporting or contradicting your allegations in Paragraph 35 of the Complaint” contains no limitations, this request covers all documents maintained by Whelan’s attorneys that reference superiority. Based on privilege, Whelan will not provide documents created or generated by his attorneys that support or contradict this subject matter, nor will he provide a privilege log for such documents, as documents created or generated by Whelan’s attorneys are presumptively, if not conclusively, privileged.

Maintaining those objections, Whelan will produce all non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 16: All writings, notes, memoranda, or documents which support your contention that any named plaintiff or member of the putative class was not paid monies purportedly due them under the law of Georgia.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (italics added). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Because “[a]ll ... documents which support your contention that any named plaintiff or member of the putative class was not paid monies purportedly due them” contains no limitations, this request covers all documents created by Whelan’s attorneys that support liability, including documents protected by the attorney-client privilege and work product doctrine. Based on privilege, Whelan will not provide documents created or generated by his attorneys that support liability claimed in this lawsuit, nor will he provide a privilege log for such documents, as documents created or generated by Whelan’s attorneys are presumptively, if not conclusively, privileged.

Maintaining those objections, Whelan will produce all non-privileged documents that are responsive to this request in his possession, custody, or control and that support his contention that he was not paid money due to him under Georgia law by Defendants.

REQUEST NO. 17: All communications including, but not limited to, e-mail communications or text messages, between or among the putative class members named in this action.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (*italics added*). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because, among other things, it does not limit the subject matter regarding “[a]ll communications ... between or among the putative class members named in this action.” So, for example, if Whelan said “good morning” to another class member, such communications would be covered by Defendants’ request.

Whelan further objects that the phrase “the putative class members named in this action” is ambiguous. “Named” class members typically refers to the named class representative, whereas putative class members typically refers to “absent” class members.

Maintaining those objections, Whelan will provide a response limited to communications with other class members that relate to his Georgia security deposit claims. Within those parameters, Whelan has no responsive documents in his possession, custody, or control.

REQUEST NO. 18: All documents reflecting the fee arrangement between Plaintiff and Plaintiffs attorney.

RESPONSE: Whelan objects that this request is overly broad, vague, and unduly burdensome because it requests “[a]ll documents reflecting the fee arrangement,” which would include any emails among Whelan’s counsel discussing the fee agreement, and such communications are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively privileged. Maintaining those objections, Whelan will produce the fee arrangement between Whelan and his attorneys.

REQUEST NO. 19: All documents referable or pertaining in any way to, or which refer to, any of the matters and things made the subject of the Complaint in this action.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (*italics added*). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because it literally asks for all documents relating to this case, which would include communications are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so

would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively privileged.

Whelan will not produce any documents in response to this request unless Defendants identify the specific categories of documents they seek.

REQUEST NO. 20: All documents that support or tend to support plaintiffs allegation in paragraph 2 of the Complaint that "Wesley Apartment tenants... rights under the Georgia security deposit statute were violated by Defendants' systemic violation of the procedures provided for in Code Section 44-7-30 through 44-7-37."

RESPONSE: Whelan objects that this request is overly broad, vague, and unduly burdensome because it requests "[a]ll documents that support or tend to support," which would include documents generated by Whelan's counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 21: All documents that support or tend to support plaintiffs allegation in paragraph 3 of the Complaint that "Wesley Apartment has a corporate-wide policy of withholding all or some of the security deposits of its departing tenants in violation of Georgia law."

RESPONSE: Whelan objects that this request is overly broad, vague, and unduly burdensome because it requests "[a]ll documents that support or tend to support," which would include documents generated by Whelan's counsel, and such documents are

protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 22: All documents that support or tend to support plaintiff's allegation in paragraph 18 of the Complaint that plaintiff "did not receive any portion of his security deposit for at least a month after termination."

RESPONSE: Whelan objects to the part of this request that asks for discovery "directed *solely* to the merits of the claims or defenses in the action." O.C.G.A. § 9-11-23 (f)(2) (*italics added*). "[U]ntil the court has issued its written decision regarding certification of the class," any discovery that is *solely* merits related shall be stayed, unless "good cause" is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because it requests "[a]ll documents that support or tend to support," which would include documents generated by Whelan's counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively

privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 23: All documents that support or tend to support plaintiff's allegation in paragraph 20 of the Complaint that "Defendants have instituted a policy and procedure that violates the Georgia security deposit statute."

RESPONSE: Whelan objects that this request is overly broad, vague, and unduly burdensome because it requests "[a]ll documents that support or tend to support," which would include documents generated by Whelan's counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 24: All documents that support or tend to support plaintiff's allegations in paragraph 22 of the Complaint.

RESPONSE: Whelan objects to the part of this request that asks for discovery "directed *solely* to the merits of the claims or defenses in the action." O.C.G.A. § 9-11-23 (f)(2) (*italics added*). "[U]ntil the court has issued its written decision regarding certification of the class," any discovery that is *solely* merits related shall be stayed, unless "good cause" is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because it requests “[a]ll documents that support or tend to support,” which would include documents generated by Whelan’s counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 25: All documents that support or tend to support plaintiff’s allegations in paragraph 23 of the Complaint.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (*italics added*). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because it requests “[a]ll documents that support or tend to support,” which would include documents generated by Whelan’s counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly

burdensome and unnecessary given that they are presumptively, if not conclusively privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 26: All documents that support or tend to support plaintiff's allegations in paragraph 24 of the Complaint.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (*italics added*). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because it requests “[a]ll documents that support or tend to support,” which would include documents generated by Whelan’s counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 27: All documents that support or tend to support plaintiff's allegations in paragraph 25 of the Complaint.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (*italics added*). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because it requests “[a]ll documents that support or tend to support,” which would include documents generated by Whelan’s counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 28: All documents that support or tend to support plaintiff’s allegations in paragraph 26 of the Complaint.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (*italics added*). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will

not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because it requests “[a]ll documents that support or tend to support,” which would include documents generated by Whelan’s counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 29: All documents that support or tend to support plaintiff’s allegations in paragraph 27 of the Complaint.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (*italics added*). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because it requests “[a]ll documents that support or tend to support,” which

would include documents generated by Whelan's counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 30: All documents that support or tend to support plaintiff's allegations in paragraph 41 of the Complaint.

RESPONSE: Whelan objects to the part of this request that asks for discovery "directed *solely* to the merits of the claims or defenses in the action." O.C.G.A. § 9-11-23 (f)(2) (*italics added*). "[U]ntil the court has issued its written decision regarding certification of the class," any discovery that is *solely* merits related shall be stayed, unless "good cause" is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because it requests "[a]ll documents that support or tend to support," which would include documents generated by Whelan's counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively

privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 31: All documents that support or tend to support plaintiff's allegations in paragraph 42 of the Complaint.

RESPONSE: Whelan objects to the part of this request that asks for discovery "directed *solely* to the merits of the claims or defenses in the action." O.C.G.A. § 9-11-23 (f)(2) (*italics added*). "[U]ntil the court has issued its written decision regarding certification of the class," any discovery that is *solely* merits related shall be stayed, unless "good cause" is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because it requests "[a]ll documents that support or tend to support," which would include documents generated by Whelan's counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 32: All documents that support or tend to support plaintiff's allegations in paragraph 43 of the Complaint.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (*italics added*). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because it requests “[a]ll documents that support or tend to support,” which would include documents generated by Whelan’s counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 33: All documents that support or tend to support plaintiff’s allegations in paragraph 44 of the Complaint.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (*italics added*). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will

not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because it requests “[a]ll documents that support or tend to support,” which would include documents generated by Whelan’s counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 34: All documents that support or tend to support plaintiff’s allegations in paragraph 45 of the Complaint.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (*italics added*). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because it requests “[a]ll documents that support or tend to support,” which

would include documents generated by Whelan’s counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 35: All documents that support or tend to support plaintiffs allegations in paragraph 46 of the Complaint.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (*italics added*). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because it requests “[a]ll documents that support or tend to support,” which would include documents generated by Whelan’s counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively

privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 36: All documents that support or tend to support plaintiffs allegations in paragraph 47 of the Complaint.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (*italics added*). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that this request is overly broad, vague, and unduly burdensome because it requests “[a]ll documents that support or tend to support,” which would include documents generated by Whelan’s counsel, and such documents are protected by the attorney-work product doctrine and attorney client privilege, and Whelan will not provide a privilege log for such documents, as to do so would be unduly burdensome and unnecessary given that they are presumptively, if not conclusively privileged. Maintaining those objections, Whelan will produce non-privileged documents that are responsive to this request in his possession, custody, or control.

REQUEST NO. 37: All documents, in native format, referred to or described in Plaintiffs Complaint.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (italics added). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues.

Whelan also objects that “[a]ll documents ... referred to or described in Plaintiffs Complaint” is overly broad and unduly burdensome. Among other things, Plaintiff’s Complaint refers to public documents, such as the DeKalb County Tax Commissioner; public documents created by Defendants, such as www.wesleyapartments.com, and legal authorities, such as the Georgia Constitution. Whelan will not produce public documents, public documents created by Defendants, and legal authorities.

Maintaining those objections, Whelan will produce non-privileged, non-public documents referred to or described in his complaint and that have some connection to class certification issues.

REQUEST NO. 38: Any photographs, audio recordings, or video recordings that relate to any matters that are the subject of this civil action.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23 (f)(2) (italics added). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless

“good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues. Whelan also objects to the extent that this request asks for photographs, audio recordings, or video recordings that are protected by the attorney-client privilege or work product doctrine or other privileges.

That said, Whelan has no responsive documents in his possession, custody, or control, even without considering Whelan’s objections. Whelan provides these objections so that, to the extent such documents come into his possession, custody, or control, he has reserved his right to make such objections.

REQUEST NO. 39: All written or recorded statements of any person with knowledge of the allegations in the Complaint or the defenses raised by Defendants.

RESPONSE: Whelan objects because this request is overly broad and unduly burdensome as it is not limited in temporal scope or subject matter. As written, this request seeks any statement ever made by any person who has knowledge related to this action, whether the particular statement relates to this action or not. Whelan will not produce any documents in response to this request. Whelan notes that, to the extent this request seeks relevant communications, those are covered by other requests and Whelan is producing documents in response to those requests.

REQUEST NO. 40: All evidence of your attorneys’ fees and costs of litigation as sought to be recovered in the Complaint.

RESPONSE: Whelan objects to the part of this request that asks for discovery “directed *solely* to the merits of the claims or defenses in the action.” O.C.G.A. § 9-11-23

(f)(2) (*italics added*). “[U]ntil the court has issued its written decision regarding certification of the class,” any discovery that is *solely* merits related shall be stayed, unless “good cause” is shown. *Id.* Therefore, unless Defendants provide good cause, Whelan will not, at this time, provide responses that are *solely* merits related. Whelan will provide responses that relate to class certification issues or overlap between merits and class certification issues. Specifically, Whelan is producing his fee agreement.

As to the attorney fees and expenses incurred by Whelan to the date of these responses, because the fee agreement is a contingency fee agreement, and no recovery has been made, Whelan is not obligated to pay any attorney fees and expenses as of the date of these responses. Whelan’s attorneys have performed work and advanced expenses that, in the event of a recovery, would be compensable, whether from the recovery to Whelan or the recovery to the Class. But, again, no such recoveries have taken place.

Whelan also objects to providing attorney hours and expenses at this time because doing so would reveal information protected by the attorney work product doctrine and attorney client privilege, and Defendants have no reasonable need for such information at this time. Indeed, such information would have no relevance, or extremely limited relevance, until after the Court has decided class certification (or in the event of certification of a settlement class, during such consideration) or just prior to a jury trial on the merits. If Defendants’ attorneys wish to confer with Whelan’s attorneys about a schedule for *each side* mutually exchanging attorney fees and expense information, Defendants should request such conferral, so that the parties can discuss an appropriate schedule, as is customary in cases involving claims of attorney fees and expenses.

REQUEST NO. 41: All evidence to show the citizenship of each member of plaintiffs proposed class.

RESPONSE: Whelan objects that this request is overly broad, vague, and unduly burdensome because, among other things, “[a]ll evidence” would mean every utility bill, every identification document, every piece of mail, and all other evidence of where someone lives; and “citizenship” is a legal conclusion that is proved based on evidence of “residence” and other items (*e.g.*, there is no document establishing someone is a citizen of a state, rather than a country).

Maintaining those objections, Whelan will produce a redacted version of his current driver’s license in response to this request, which is sufficient to establish his citizenship. At this time he has no responsive documents in his possession, custody, or control regarding the citizenship of other members of the Class – other than the fact that the Class is defined to include only Georgia citizens. Whelan further notes that Defendants’ records contain evidence of forwarding addresses for class members and other information that would establish the citizenship of other class members.

REQUEST NO. 42: Produce all documents submitted to and/or prepared by each person whom you expect to call as an expert witness, in person or by deposition, at class certification or any trial of this action.

RESPONSE: At this time, Whelan has not retained any expert witness in this case. Whelan also notes that no scheduling order has been entered in this case as of this response, and such scheduling order will likely contain a schedule for disclosure of witnesses, including but not limited to disclosure of expert witnesses. Whelan therefore will supplement pursuant to the Civil Practice Act and any scheduling order.

REQUEST NO. 43: Produce a current curriculum vitae for each of your expert witnesses.

RESPONSE: At this time, Whelan has not retained any expert witness in this case. Whelan also notes that no scheduling order has been entered in this case as of this response, and such scheduling order will likely contain a schedule for disclosure of witnesses, including but not limited to disclosure of expert witnesses. Whelan therefore will supplement pursuant to the Civil Practice Act and any scheduling order.

/s/ Bryant T. Lamer
Michael B. Terry
Ga. Bar No. 702582
Naveen Ramachandrappa
Ga. Bar No. 422036
BONDURANT, MIXSON & ELMORE, LLP
1201 W Peachtree St NW, Ste 3900
Atlanta, GA 30309
Tel: 404-881-4100
Fax: 404-881-4111
terry@bmelaw.com
ramachandrappa@bmelaw.com

Matthew B. Stoddard
Ga. Bar No. 558215
THE STODDARD FIRM
5447 Roswell Road
Suite 204
Atlanta, GA 30342
P: (404) 593-2695
F: (404) 264-1149
matt@thestoddardfirm.com

Bryant T. Lamer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106
Tel: (816) 474-8100

Fax: (816) 474-3216
blamer@spencerfane.com
bsmith@spencerfane.com
pro hac vice to be requested

Attorneys for Plaintiff Ryan Whelan

**STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA**

RYAN WHELAN, on behalf of himself and all
others similarly situated;

Plaintiff;

v.

WESLEY APARTMENT HOMES, LLC,
formerly known as EURAMEX
MANAGEMENT GROUP, LLC; AVILA
REAL ESTATE, LLC; and TURNER HILL
PARTNERS, LLC;

Defendants.

Civil Action File No. 18A70827

CLASS ACTION
JURY TRIAL

CERTIFICATE OF SERVICE

I hereby certify that on December 12, 2018, I served a true and correct copy of the foregoing Plaintiff Ryan Whelan’s Responses to Defendant Turner Hill Partners, LLC’s First Requests for Production of Documents by Electronic Mail upon the following:

Michael P. Bruyere (mbruyere@fmglaw.com)
A. Ali Sabzevari (asabzevari@fmglaw.com)
Freeman Mathis & Gary LLP
100 Galleria Parkway, Suite 1600
Atlanta GA 30339
Attorneys for Defendants

Respectfully submitted, this 12th day of December, 2018.

/s/ Bryant T. Lamer

**STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA**

RYAN WHELAN, on behalf of himself and all
others similarly situated;

Plaintiff;

v.

WESLEY APARTMENT HOMES, LLC,
formerly known as EURAMEX
MANAGEMENT GROUP, LLC; AVILA
REAL ESTATE, LLC; and TURNER HILL
PARTNERS, LLC;

Defendants.

Civil Action File No.
18-A-70827-7

CLASS ACTION
JURY TRIAL

**Plaintiff Ryan Whelan's Rule 5.2 Certificate Of Service For
Responses To Defendant Wesley Apartment Homes, LLC's First Interrogatories And
Responses To Defendant Turner Hill Partners LLC's First Requests For Admission, First
Interrogatories, And First Requests For Production**

Michael B. Terry
Naveen Ramachandrappa
BONDURANT, MIXSON & ELMORE, LLP
1201 W Peachtree St NW Ste 3900
Atlanta, GA 30309

Matthew B. Stoddard
THE STODDARD FIRM
5447 Roswell Road, Suite 204
Atlanta, GA 30342

Bryant T. Lamer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut St Ste 1400
Kansas City, MO 64106
Pro Hac Vice To Be Requested

**Attorneys for Plaintiff
Ryan Whelan**

Plaintiff Ryan Whelan gives notice that, on December 12, 2018, he served the following discovery responses on opposing counsel of record in accordance with the certificates of service attached with those requests:

- Plaintiff Ryan Whelan's Answers To Defendant Wesley Apartment Homes, LLC's First Interrogatories;
- Plaintiff Ryan Whelan's Responses to Defendant Turner Hill Partners LLC's First Requests For Admission;
- Plaintiff Ryan Whelan's Answers to Defendant Turner Hill Partners LLC's First Interrogatories; and
- Plaintiff Ryan Whelan's Responses to Defendant Turner Hill Partners LLC's First Requests for Production of Documents.

Signature and certificate of service pages follow.

Plaintiff submits this notice on December 13, 2018.

/s/ Naveen Ramachandrappa

Michael B. Terry
Ga. Bar No. 702582
Naveen Ramachandrappa
Ga. Bar No. 422036
BONDURANT, MIXSON & ELMORE, LLP
1201 W Peachtree St NW, Ste 3900
Atlanta, GA 30309
Tel: 404-881-4100
Fax: 404-881-4111
terry@bmelaw.com
ramachandrappa@bmelaw.com

Matthew B. Stoddard
Ga. Bar No. 558215
THE STODDARD FIRM
5447 Roswell Road
Suite 204
Atlanta, GA 30342
P: (404) 593-2695
F: (404) 264-1149
matt@thestoddardfirm.com

Bryant T. Lamer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106
Tel: (816) 474-8100
Fax: (816) 474-3216
blamer@spencerfane.com
bsmith@spencerfane.com
pro hac vice to be requested

STATE COURT OF
DEKALB COUNTY, GA.
12/13/2018 11:02 AM
E-FILED
BY: Jewel Baldwin

Attorneys for Plaintiff Ryan Whelan

CERTIFICATE OF SERVICE PAGE

I certify that, on December 13, 2018, I served a copy of **Plaintiff Ryan Whelan's Rule 5.2 Certificate Of Service For Responses To Defendant Wesley Apartment Homes, LLC's First Interrogatories And Responses To Defendant Turner Hill Partners LLC's First Requests For Admission And First Interrogatories And First Requests For Production** by United States Mail delivery on the following counsel for Defendants:

Michael P. Bruyere (mbruyere@finglaw.com)
A. Ali Sabzevari (asabzevari@finglaw.com)
Freeman Mathis & Gary LLP
100 Galleria Parkway, Suite 1600
Atlanta GA 30339

Attorneys for Defendants

/s/ Naveen Ramachandrapa

EXHIBIT 'G'

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

RYAN WHELAN, on behalf of
himself and all others similarly
situated;

Plaintiffs,

v.

WESLEY APARTMENT HOMES,
LLC, formerly known as EURAMEX
MANAGEMENT GROUP, LLC;
AVILA REAL ESTATE, LLC; and
TURNER HILL PARTNERS, LLC,

Defendants.

DECLARATION OF JAIME DIEGO

1.

My name is Jaime Diego. I am over the age of eighteen (18) years and am suffering under no legal disability that would prevent me from providing this declaration made pursuant to 28 U.S.C. § 1746. I make this declaration having personal knowledge of the facts stated herein, and with the understanding that it will be used in the above-styled action.

2.

I am a Principal with Avila Real Estate, LLC. I have had over 30 years of experience in the apartment rental business and am a member of the National

Apartment Association, Atlanta Apartment Association, and Georgia Apartment Association.

3.

As of January 11, 2019, Wesley Apartment Homes, LLC manages twelve apartment complexes totaling approximately 4,700 units and the average security deposit is approximately \$500.

4.

Based on my experience and knowledge in the apartment rental industry, the average turn-over in an apartment community is 65% per year.

Executed under penalty of perjury on this 11 day of January, 2019.

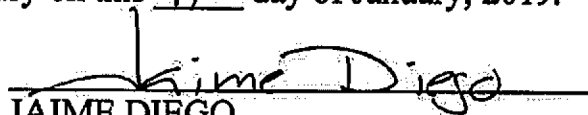

JAIME DIEGO

EXHIBIT 'H'

IN THE STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

RYAN WHELAN, on behalf of
himself and all others similarly
situated;

Plaintiffs,

v.

WESLEY APARTMENT HOMES,
LLC, formerly known as EURAMEX
MANAGEMENT GROUP, LLC;
AVILA REAL ESTATE, LLC; and
TURNER HILL PARTNERS, LLC,

Defendants.

CIVIL ACTION FILE NO.:
18A70827

CLASS ACTION JURY TRIAL

NOTICE OF FILING OF NOTICE OF REMOVAL

TO: CLERK, STATE COURT OF DEKALB COUNTY
556 N. McDonough Street
Decatur, Georgia 30030

PLEASE TAKE NOTICE that Defendants Wesley Apartment Homes, LLC formerly known as Euramex Management Group, LLC, Avila Real Estate, LLC, and Turner Hill Partners, LLC, by and through their counsel of record, have on this date filed their Notice of Removal to the United States District Court for the Northern District of Georgia, Atlanta Division, a copy of which is attached hereto as Exhibit "A."

FREEMAN MATHIS & GARY, LLP

/s/ Michael P. Bruyere

Michael P. Bruyere

Georgia Bar No. 090101
mbruyere@fmglaw.com
A. Ali Sabzevari
Georgia Bar No. 941527
asabzevari@fmglaw.com

Attorneys for Defendants

100 Galleria Parkway
Suite 1600
Atlanta, GA 30339
Telephone: 770-818-0000
Facsimile: 770-937-9960

EXHIBIT

“A”

CERTIFICATE OF SERVICE

I hereby certify that I have this day electronically submitted the foregoing **NOTICE OF FILING OF NOTICE OF REMOVAL** to the Clerk of Court using the *Odyssey eFileGA* e-filing system which will automatically send electronic mail notification of such filing to the following counsel of record

Michael B. Terry
Naveen Ramachandrappa
BONDURANT, MIXSON & ELMORE LLP
1201 W Peachtree St NW Ste 3900
Atlanta GA 30309

Matthew B. Stoddard
THE STODDARD FIRM
5447 Roswell Road, Suite 204
Atlanta, GA 30342

Bryant T. Lamer
Angus W. Dwyer
Blake D. Smith
SPENCER FANE LLP
1000 Walnut Street, Suite 1400
Kansas City, MO 64106

This 11th day of January, 2019.

/s/ Michael P. Bruyere

Michael P. Bruyere
Georgia Bar No. 090101
Attorney for Defendants

FREEMAN MATHIS & GARY, LLP
100 Galleria Parkway, Suite 1600
Atlanta, GA 30339
Telephone: 770-818-0000
Facsimile: 770-937-9960

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Former Wesley Stonecrest Tenant Claims Security Deposit Was Unlawfully Withheld](#)
