

19. Landlord then visited the Premises for purposes of inspection and to determine whether the Defendants were still present.

20. The Landlord observed that the Premises remained abandoned and closed for business.

21. The Landlord posted a notice on the door advising the Defendants that the locks were changed to secure the Premises.

22. On Friday, April 3, 2015, counsel for the Defendants contacted the undersigned counsel stating that landlord had utilized self-help by changing the locks, that the eviction was moot, and requesting the Plaintiff dismiss the eviction as moot.¹

23. Further, on suggestion of the undersigned, counsel for the Defendants offered to mail the keys to the Plaintiff and again insisted this matter was moot.

24. Undersigned counsel for the Plaintiff requested the Defendants advise if they had any personal effects remaining within the Premises as it was Landlord's understanding that Tenants' belongings had already been removed in their entirety and the Premises abandoned.

25. Further, Landlord offered to provide access to the Defendants for purposes of securing any additional effects remaining within the Premises.

26. On April 6, 2015, approximately two days before the court ordered hearing to determine rent payable into the court's registry, the Defendants filed a "Notice of Mootness and Request that Action be Dismissed."

1. Numerous emails between the party's attorneys were exchanged at this time and subsequently thereafter. The undersigned counsel can prepare as Exhibits all such emails to support said motion immediately if requested by the Court and/or if Defendant sets this matter for Hearing. The undersigned counsel is proceeding to file this motion in an abundance of caution on the eve of a Hearing to Determine Funds as it is believed Defendants' counsel intends to present argument on his Notice of Mootness filed April 6, 2015, for hearing only two days later on April 8, 2015.