

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

TELWELL, INC.	:	AUGUST TERM, 2011
	:	
Plaintiff,	:	NO. 02204
	:	
v.	:	COMMERCE PROGRAM
	:	
GRANDBRIDGE REAL ESTATE	:	Control No.: 15021818
CAPITAL LLC.	:	

TELWELL, INC.	:	OCTOBER TERM, 2013
	:	
Plaintiff,	:	NO. 02327
	:	
v.	:	COMMERCE PROGRAM
	:	
GRANDBRIDGE REAL ESTATE	:	
CAPITAL LLC.	:	

APRIL 30, 2015

GLAZER, J.

OPINION

Plaintiff, Telwell, Inc. (“Telwell”), borrowed money from Public School Employees’ Retirement System (“PSERS”) which was memorialized in a Balloon Mortgage Note between Telwell and PSERS (the “Loan”). Defendant Grandbridge Real Estate Capital LLC (Grandbridge”) was the Loan servicer who collected the monthly payments of capital and interest from Telwell, paid over the capital and interest to PSERS, and retained for itself a set monthly servicing fee of \$279.16.¹

Telwell alleges in these consolidated actions that it was overcharged, and that it overpaid, interest on the Loan. Telwell asserted claims against Grandbridge for breach of contract, and Grandbridge file a Motion for Summary Judgment as to those claims. Grandbridge was never

¹ Grandbridge also collected escrow and paid taxes on the mortgaged property. *See* Complaint in Case No. 131002327, ¶ 7. *See also*, Grandbridge’s Supplemental Brief Regarding Unjust Enrichment, Ex. C (Monthly Printouts).

expressly made a party to the Balloon Mortgage Note, and there is no evidence that Grandbridge purchased the Note from PSERS, or was the assignee of PSERS with respect to the Note.

Therefore, Telwell's claim for breach of contract against Grandbridge must be dismissed.

This court asked the parties to file supplemental briefs addressing whether Telwell could make out a claim for unjust enrichment based on the facts gleaned in discovery.

The elements of unjust enrichment [are] benefits conferred on defendant by plaintiff, appreciation of such benefits by defendant, and acceptance and retention of such benefits under such circumstances that it would be inequitable for defendant to retain the benefit without payment of value.²

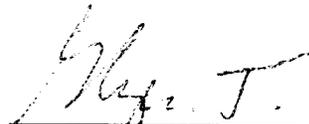
Telwell apparently conferred a benefit in the form of overpayment of interest, but Grandbridge did not retain such benefit; it conveyed the interest, including any overpayments, to PSERS.

Since Grandbridge's servicing fee did not vary based on the amount it collected for PSERS on the Loan, Grandbridge was not unjustly enriched by Telwell's alleged overpayment of interest on the Loan.

CONCLUSION

For all the foregoing reasons, Grandbridge's Motion for Summary Judgment is granted and judgment is entered in favor of Grandbridge on all of Telwell's claims.

BY THE COURT,


GLAZER, J.

² Schenck v. K.E. David, Ltd., 446 Pa. Super. 94, 97, 666 A.2d 327, 328 (1995).