

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

DMITRY KARAGODSKY

*Plaintiff*

v.

VLAD POLLACK  
and

ALLEN ALEXANDER

and

FAMILY DENTAL OFFICE, LLC

and

ALLCARE DENTAL GROUP, LLC.

*Defendants*

February Term, 2014

Case No. 01728

**DOCKETED**

**APR 23 2014**

**C. HART  
CIVIL ADMINISTRATION**

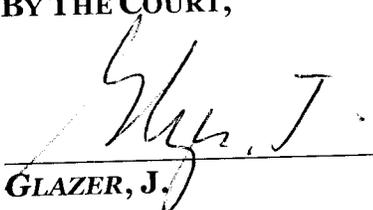
Commerce Program

Control No. 14032917

ORDER

AND NOW, this 23<sup>rd</sup> day of April, 2014, upon consideration of defendants' petition to strike or open judgment entered by confession and for stay of execution, and plaintiff's response in opposition, it is **ORDERED** that the petition is **GRANTED** and judgment by confession in this action is **STRICKEN**. Plaintiff's execution proceedings are **STAYED**.

BY THE COURT,

  
GLAZER, J.

Karagodsky Vs Pollack E-ORDOP



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

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<b>DMITRY KARAGODSKY</b>	:	February Term, 2014
<i>Plaintiff</i>	:	Case No. 01728
<b>v.</b>	:	
<b>VLAD POLLACK</b>	:	
and	:	
<b>ALLEN ALEXANDER</b>	:	Commerce Program
and	:	
<b>FAMILY DENTAL OFFICE, LLC</b>	:	
and	:	
<b>ALLCARE DENTAL GROUP, LLC.</b>	:	Control No. 14032917
<i>Defendants</i>	:	

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**MEMORANDUM OPINION**

On February 19, 2014, plaintiff filed a complaint in confession of judgment against defendants. Attached to that complaint is a Mutual Release and Settlement Agreement (the “Agreement,”) executed by the parties to this action. Pursuant to the terms of the Agreement, defendants were required to pay plaintiff the sum of \$80,000 in monthly payments, commencing November 1, 2013 and ending in June 2014, as required under paragraph 5(a) thereof.<sup>1</sup> The Agreement contained a provision empowering plaintiff to confess judgment against defendants in the event of default. That specific provision states:

**DEFAULTING PERSONS ... HEREBY AUTHORIZE AND  
EMPOWER THE PROTHONOTARY OR CLERK OR ANY  
ATTORNEY OF ANY COURT OF RECORD, UPON THE  
OCCURRENCE OF AN EVENT OF DEFAULT, TO APPEAR FOR**

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<sup>1</sup> Mutual Release and Settlement Agreement, ¶ 5(a), attached to the complaint in confession of judgment as Exhibit A.

**AND CONFESS JUDGMENT AGAINST DEFAULTING PERSONS  
OR ANY OF THEM....<sup>2</sup>**

According to the complaint, defendants defaulted by failing to timely pay their obligations under paragraph 5(a) of the Agreement.<sup>3</sup> The complaint in confession of judgment contains the signature of plaintiff, Dmitry Karagodsky, acting “*pro se*.”<sup>4</sup> On February 21, 2014, plaintiff filed *praecipes* for writ of execution against defendants and two banks identified as garnishees.

On March 21, 2014, defendants filed their petition to strike or open confession by judgment and for stay of execution. In their petition, defendants ask the court to strike the confessed judgment on the grounds that plaintiff failed to comply with the Pennsylvania Rules of Civil Procedure. Specifically, defendants assert that under the Rules, “a *pro se* party, who is not a member of the bar, may not validly appear on behalf of a defendant to confess judgment under [Pa. R.C.P.] 2951(b).”<sup>5</sup> Defendants improperly rely on Pa. R.C.P. 2951(b) because that rule, as of December 29, 2008, does not address the issue presented above. Rather, Pa. R.C.P. 2951(b) addresses an issue irrelevant hereto. It states:

[i]f the instrument is more than twenty years old, judgment may be entered only by leave of court after notice and the filing of a complaint.<sup>6</sup>

Even though Defendants improperly rely on Pa. R.C.P. 2951(b) in support of their argument, this court is aware of Pa. R.C.P. 2955(b) which states:

[t]he attorney for plaintiff may sign the confession as attorney for the defendant unless an Act of Assembly or the

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<sup>2</sup> *Id.*, ¶ 5(d).

<sup>3</sup> Complaint in confession of judgment, ¶ 10.

<sup>4</sup> *Id.*, p. 3.

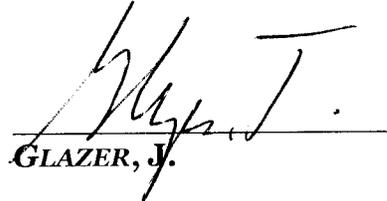
<sup>5</sup> Petition of defendants to strike or open judgment by confession and for stay of execution, ¶ 41.

<sup>6</sup> Pa. R.C.P. 2951(b).

instrument provides otherwise.<sup>7</sup>

In this case, there appears to be no Act of Assembly allowing the instant confession of judgment to be signed by plaintiff acting *pro se*. In addition, the Agreement executed by the parties specifically states that the “Defaulting persons ... hereby authorize ... any **Attorney** of any Court of Record ... to appear for and confess judgment....”<sup>8</sup> Based on the foregoing, the petition to strike judgment by confession is granted, the confessed judgment filed by plaintiff is stricken, and execution proceedings thereof are stayed.

BY THE COURT,



GLAZER, J.

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<sup>7</sup> Pa. R.C.P. 2955(b).

<sup>8</sup> Mutual Release and Settlement Agreement, ¶ 5(a), attached to the complaint in confession of judgment as Exhibit A (emphasis supplied).