

Commerce Program Synopsis of Cases Transferred

To provide guidance to the Bar concerning the types of cases that fall within the criteria for the Commerce Case Management Program, this descriptive list of cases that have been transferred out of the program will be published periodically.

Quality Builders v. Boulevard Offices, December 1999, No. 2295 (Case transferred to Arbitration by Request of Counsel) Transferred to Arbitration 1/13/2000

Brody, M. D., American Rehab., P.T. et al. v. SEPTA, January 2000, 1761 (Class Action of providers of medical services asserting claims against SEPTA, as self-insurer, for failing to provide the benefits required within 30 days by the MVFRL) Class action transferred to consolidate with previously filed case at request of parties 1/20/2000

First Union Bank v. Agnes Ogletree, January 2000, No. 304 (Mortgage foreclosure case transferred because it does not involve a dispute between or among two business enterprises since defendant Ogletree was sued in her individual capacity) Transferred to Non-Jury Program 2/1/2000

TJAA Mechanical Inc., t/a Ambrosini Plumbing & Heating v. Rayner Enter.Inc. et al., January 2000, No. 592 (Breach of contract action by plumbers against general contractor transferred because amount in controversy is under \$50,000) Transferred to Arbitration 2/1/2000

Zdzslaw & Danuta Piorkowski, h/w v. Danuta Gawrych, January 2000, No. 1144 (Writ suggests that this case does not involve a dispute between or among two business enterprises) Transferred to Non-Jury Program 2/1/2000

Santoro Assocs. Inc. v. Charles Rose, January 2000, No. 1665 (Writ suggests that this case does not involve a dispute between or among two business enterprises since defendant was sued in his individual capacity) Transferred to Non-Jury Program 1/27/2000

Harvey Reese v. Calvin Sternberg, et al., January 2000, No. 1875 (This case does not involve a dispute between or among two business enterprises because plaintiff brought suit as individual) Transferred to Non-Jury Program 1/27/2000

Biddle Company, Inc. v. Superior Moving and Storage, Inc., February 2000, No. 952 (Plaintiff is seeking damages under \$50,000) Transferred to Arbitration 2/25/2000

Radnor Leasing Corp. v. Nicholas Pelis, February 2000, No. 1091 (This case is transferred because plaintiff is suing defendant in his individual capacity for wrongfully refusing to return equipment in this action of replevin) Transferred to Non-Jury Program 2/25/2000

Charles Burkle v. Lawndale Insurance Agency, Edward Frey and Heritage Services, Inc., February 2000, No. 3378 (Plaintiff's allegations, inter alia, of fraud and slander/defamation against defendant insurance company that succeeded his prior employer do not fall within the criteria of the Commerce Program) Transferred to Major Jury Program 3/10/2000

Kaloustian v. McDevitt, P.C., March 2000, No. 395 (Action by individual attorney against former law firm does not fall within criteria of the Commerce Program) Transferred to the Non-Jury Program 3/15/2000

Ernest Bock & Sons, Inc. v. Applewood Enterprises, March 2000, No. 2060 (Plaintiff general contractor is suing subcontractor for breach of contract seeking damages less than \$50,000) Transferred to Arbitration 3/24/2000

TCB Electrical Contracting Corp. v. Westrum Development, January 2000, No. 3949 (Electrical contractor is suing defendants corporation and limited partnerships to recover payment for labor performed on theories of breach of contract, unjust enrichment and civil conspiracy, and intentional interference with contract. Case transferred after CMC because damages sought are under \$50,000) Transferred to Arbitration 4/13/2000

Max Parangi, as natural parent and guardian of Aria Parangi, and Max Parangi in his own right v. Metropolitan Life Insurance Co., March 2000, No. 3268 (Declaratory judgment and breach of contract action brought by father against insurance company issuing a policy covering his children was transferred because this case does not involve a dispute between or among two business enterprises) Transferred to Major Non-Jury Program 4/14/2000

American Pioneer Federal Credit Union v. AADCO Collision and Repairs, Inc., April 2000, No. 1902 (Plaintiff credit union brought action in replevin to recover automobile valued at \$12,000 that is presently in the possession of defendant repair company) Transferred to Arbitration 4/28/2000

First Union Commercial Corporation v. Valore Law Offices, April 2000, No. 2780 (Plaintiff corporation is suing defendant law firm for breach of equipment lease agreement seeking \$20,113.62 plus future late charges as they become due) Transferred to Arbitration 4/28/2000

Godreau v. Aauahab, L.P. and Littman Group, Inc., April 2000, No. 534 (Tennis pro is suing defendant companies for breach of employment contract, invasion of privacy, appropriation of plaintiff's name and unfair competition. This case is transferred because it does not involve a dispute between or among two or more business enterprises) Transferred to Major Jury Program 4/28/2000

Stanley Seidman v. Stuart Seidman, April 2000, No. 1732 (Individual suing another individual to recover amount due under a Note. This case is transferred because it does not involve a dispute between or among two or more business enterprises) Transferred to Major Non-Jury Program 4/28/2000

Ernest Bock & Sons, Inc. v. Certified Master Builders, February 2000, No. 2559 (General contractor is suing subcontractor for breach of contract to install fixtures. Case was transferred after CMC because damages sought are under \$50,000) Transferred to Arbitration 5/11/2000

Lustig et al. v. Snyder Moore Agencies, February 2000, No. 1713 (Writ of Summons. Case transferred after CMC) Transferred to Major Non-Jury Program 5/11/2000

William Weis v. Warner Lambert, April 2000, No. 1518 (Class action brought by plaintiff on his own behalf and for those who took the drug Rezulin between March 1, 1997 and March 22, 2000 against Warner Lambert which tested, marketed and sold this drug allegedly without notice of risks of serious liver damage or cardiovascular problems. This class action raises issues of personal injury and/or products liability that do not fall within the criteria for a Commerce Program class action) Transferred 5/20/2000

United Insurance Co. and Reliance Surety Co. v. Insurance Company of North America, May 2000, No. 756 (Plaintiff seeks a declaratory judgment to recover \$25,000 from INA for payments mistakenly made on a bond) Transferred to Arbitration 5/15/2000

Donat Inc. v. Coolair Climate Co., Inc., April 2000, No. 3846 (Contractor is suing air conditioning company for breach of contract seeking damages under \$50,000) Transferred to Arbitration 5/15/2000

Disposal Corp. of America v. Philly Wide Construction, Inc., May 2000, No. 1866 (Waste hauling and disposal corporation is suing defendant corporation for breach of hauling contract seeking damages of \$41,851.89 plus attorney fees and costs) Transferred to Arbitration 5/19/2000

First Union National Bank v. City Bank, Kapalama Branch, Honolulu, April 2000, No. 2376 (Bank is suing bank for improperly forwarding a check that had been forged, seeking damages of \$37,900) Transferred to Arbitration 5/26/2000

Flanagan Electric, Inc. v. Colonial Electric Supply, Co., May 2000, No. 2542 (Electrical contractor is suing defendant supplier for breach of contract, breach of warranty and negligence in selling allegedly defective and dangerous fixtures, seeking damages "in excess of \$25,000") Transferred to Arbitration 5/26/2000

H.A. Steen Industries Inc. v. Center for Stroke Prevention, Inc., January 2000, No. 1245 (Confession of Judgment transferred to Nonjury through Consolidation) Transferred to Nonjury 6/8/2000

Creative Print Group, Inc. v. Country Music Live, Inc., May 2000, No. 283 (Equity action by plaintiff printing company for breach of contract to use plaintiff as exclusive print agency, seeking "an amount less than \$50,000") Transferred to Arbitration 6/13/2000

Interstate Welding v. GEM Laundry Services, May 2000, No. 4702 (Contract action for welding and related products and services, seeking damages of \$22,540) Transferred to Arbitration 6/19/2000

William Batoff v. The Cassidy Companies, June 2000, No. 2766 (Writ indicates that this case does not involve a dispute among or between two business enterprises) Transferred to Non-Jury Program 8/7/2000

M. F. Stein Corp. v. Philly Wide Construction Inc., et al., July Term 2000, No. 2874 (Breach of Contract action by plaintiff contractor to recover fees totaling less than \$50,000) Transferred to Arbitration 8/7/2000

Sandra Pohl v. NGK Metals Corp., July 2000, No. 733 (Class Action by specified residents of Reading premised on injuries suffered from exposure to beryllium dust created during defendant's manufacturing processes entails personal injury claims) Transferred to Class Action Program and placed in status of "waiting to list status conference" 8/7/2000

State Street Bank & Trust Co. v. Dennis Sigovich, July 2000, No. 3500 (Complaint in mortgage foreclosure by plaintiff bank against individual does not involve a dispute between or among two business enterprises) Transferred to Non Jury Program 8/7/2000

Cleartran, LLC. v. Philcom, Ltd., May 2000, No. 3402 (Corporation and Limited Liability Company are suing Defendant for Breach of Tower License Agreement to supply transmission line, seeking injunctive relief, specific performance and monetary damages) Transferred to Arbitration upon review by Judge Sheppard 8/22/2000

J. Kinderman & Sons, Inc. v. Mingrino, t/a A & J Distributors, August 2000, No. 0327 (Plaintiff seeks eviction of tenant and payment of unpaid electric bills, seeking damages of \$10,564.63) Transferred to Arbitration 8/25/2000

Joseph A. Ciarone, Inc. v. Gerald Masgai & Sons, Inc., August 2000, No. 1600 (Contracting company is suing defendant for failure to pay for construction of masonry wall, seeking damages of \$46,512 plus interest and penalties) Transferred to Arbitration 8/25/2000

Provident Mutual Life Insurance Co. v. Robert Kloss, Edward Book, et al., July 2000, No. 0788 (Derivative action on behalf of Provident Mutual Insurance Company asserting breach of fiduciary duty by directors, officers and management personnel who allegedly developed a plan to convert Provident from mutual insurance company to a stock corporation for their own benefit but to the detriment of the company and its shareholders) Transferred to Class Action/Statutory Appeals Program at request of parties to coordinate with previously filed case 8/29/2000

Bryant Development Corp. v. Atlantic Financial Mortgage Co., August 2000, No. 3113 (Corporate landlord is suing mortgage company for breach of commercial lease, seeking a total of \$22,834.86 in unpaid and accelerated rent) Transferred to Arbitration 9/8/2000

Bowser & Weaver v. Keystone Brewing Inc., June 2000, No. 615 (Law firm is suing for balance due of \$46,783.72 in legal services) Transferred to Arbitration 9/19/2000

Fidelity Burglar & Fire Alarm Co., Inc. v. William DeFazio, June 2000, No. 3060 (Burglar Alarm Company is suing a former employee and seller of business seeking injunctive relief and asserting claims, inter alia, for breach of contract, conversion, tortious interference with contractual relations) Transferred to Arbitration 9/26/2000

James Baillis v. William Essick and Delaware Valley Limousine, Inc., May 2000, No. 1561 (Limousine driver, shareholder and officer of "Yo Limo Inc." is suing co-shareholder and officer for an accounting, breach of contract, unjust enrichment, tortious interference with contractual relations, fraud, conversion, civil conspiracy after Plaintiff was shut out of the business operations of "Yo") Transferred to Arbitration 10/4/2000

Alfred Harvey-Davis, Assignee of Elizabeth Brown v. Zurich American Insurance Co., September 2000, No. 624 (Declaratory Judgment Action by Individual against Insurer who issued a "reservation of rights" letter claiming lack of coverage for car accident where plaintiff was driving employer's vehicle) Transferred to Non Jury Program 10/12/2000

Richard Burns & Co., Inc. v. JHE Construction Co., September 2000, No. 3026 (Company for disposal of construction debris is suing defendant company for breach of contract in failing to pay for disposal of containers, seeking damages of \$9,525) Transferred to Arbitration 10/12/2000

Getty Properties Inc. v. Nathan Simon and Leon Simon, September 2000, No. 3535 (Action in ejectment by realty corporation against individual defendants for failure to pay rent, seeking unspecified amount in damages though attached documents indicate rental amount due of \$28,576) Transferred to Non Jury Program 10/12/2000

Ivan Supply Co., LLC v. Hudecheck Roofing Co., Inc. and Media Real Estate, September 2000, No. 3792 (Limited Liability Company is suing defendant companies for breach of contract and an accounting for failure to pay for roofing supplies, seeking damages of \$46,250.12) Transferred to Arbitration 10/12/2000

Rickards v. SmithKline Beecham Corp., September 2000, No. 1604 Transferred to Class Action Program 11/6/2000

Friends Rehabilitation Program, Inc. v. Brake and Clutch Co., October 2000, No. 840 (Non-profit corporation is suing defendant corporations for conversion and punitive damages for failure to return \$23,000 deposited pursuant to an agreement of sale for real estate after an environmental review allegedly was unsatisfactory) Transferred to Arbitration 10/20/2000

John Rothgerber v. Marc Garber and Haussman Pharmacy, October 2000, No. 2118 (Individual is suing former employer to recover wages that were never paid for excessive hours as well as a share in the proceeds from the sale of a pharmacy, asserting claims premised on Violation of the Pennsylvania Wage Payment and Collection Law, Violation of the Fair Labor Standards Act, Unjust Enrichment, Fraud and Breach of Contract for damages in excess of \$377,587) Transferred to Major Jury 10/20/2000

Telamerica Media Inc. v. SAS Group, October 2000, No. 2364 (Marketing Company is seeking to recover damages not in excess of \$50,000--and approximately \$11,000-- for services provided) Transferred to Arbitration 11/3/2000

Bildex Corporation v. Adeline Lipton, October 2000, No. 1112 (Corporation is suing landlord for specific performance and declaratory judgment due to landlord's failure to acknowledge plaintiff's exercise of lease option to extend leasehold to 2099, alleging damages in excess of \$300,000) Transferred to Major Nonjury 11/14/2000

Hoyle Morris & Kerr, LLP v. Steven Worthington, October 2000, No. 3002 (Law firm is suing former client for breach of contract to recover \$68,000 in unpaid fees) Transferred to Major Nonjury 11/20/2000

FNF Capital Inc. v. D'Amato Enterprises & Anthony D'Amato, September 2000, No. 165 (Corporation is suing corporation for breach of a lease of a Gas Analyzer and Dyno Engine Analyzer MT, seeking to recover \$44,724; it is also asserting a replevin claim for equipment valued at \$6,000) Transferred to Arbitration 12/5/2000

Bell v. Jose Pinto et al., September 2000, No. 1192 Transferred to Class Action Program 12/18/2000

Black & Gerngross, P.C. v. Conseco Finance Vendor Services, Corp., September 2000, No. 811 (Corporation is seeking to enjoin defendants from suing it in Minnesota for breach of contract to lease copier machine. It is also asserting a claim for breach of contract, covenant of good faith and fraud seeking damages "not in excess of \$50,000" but probably for \$15,000 as set forth in wherefore clauses of Counts II-V) Transferred to Arbitration 1/16/2001

Resources for Human Development Inc. v. Larry Pedullo, Individually, December 2000, No. 1550 (Nonprofit corporation is suing individual who operates a construction company for intentional misrepresentation in claiming payment for construction work that had not, in fact, been completed) Transferred to Major Jury 1/16/2001

PIDC Local Development Corp. v. Leonid Shokh and Alex Lebedinsky, November 2000, No. 876 (PIDC is seeking a judgment against two individuals for failure to make payments pursuant to a promissory note, seeking damages of \$400,000) Transferred to Major Nonjury 1/16/2001

Elliot-Lewis Corp. v. Dr. Arnold Berman, January 2001, No. 402 (Plaintiff corporation is seeking to enforce mechanics lien of \$60,000 in response to defendant's failure to pay monies owed pursuant to construction contract) Transferred to Major Nonjury 1/16/01

Martinez v. Russo, Formed Steel Inc. and Harding, March 2000, No. 1943 (Individual plaintiff is suing defendants for breach of arbitration award/agreement that required monthly payments in compensation of plaintiff's sale of stock to defendants) Transferred to Arbitration 1/18/2001

Peco Energy Co. v. Philadelphia Suburban Water Co., January 2001, No. 575 (PECO is suing Water Company for negligence, negligent trespass and intentional trespass in allowing a water pipe at 54th and City Line to erupt with such force that it damaged nearby gas pipelines, interrupting service and damaging property of PECO's customers) Transferred to Major Jury 3/2/01

Binaurishvili, M.D., P.C. d/b/a Princeton Neuroscience Group v. Nationwide Property & Casualty Co., January 2001, No. 3208 (Professional Medical Corporation is bringing declaratory judgment action against Insurance Company for breach of businessowner policy in failing to provide coverage for damages caused to business when roof collapsed due to excessive rain, seeking actual damages of only \$10,000) Transferred to Arbitration 3/2/2001

Pay USA, Inc. v. Cathedral of Faith Church of the Living God Child Care and Christian Academy, February 2001, No. 1205 (Payroll Services Company is suing Childcare Company to recoup \$10,000, plus interest, for defendant's failure to remit proper amount after plaintiff processed defendant's employee paychecks) Transferred to Arbitration 3/2/2001

Coin Automatic Laundry Equipment Co. v. Park Heights, LP, February 2001, No. 1921 (Corporation that provides self-service laundry machines is suing landlord for breach of lease in threatening to remove laundry machines from laundry room, seeking damages of \$10,731 or a sum "not in excess of the limits of arbitration") Transferred to Arbitration 3/21/2001

Joseph Barton and Joseph Smylie v. Carman Corporation, February 2001, No. 1956 (Individual plaintiffs are suing defendant, which is in the insurance procuring business, for failing to obtain a valid insurance policy for the business premises where one of the plaintiffs was injured, thereby causing both plaintiffs to incur expenses when the injured plaintiff brought a lawsuit against the other property owning plaintiff) Transferred to Nonjury 3/21/2001

Code Inspections Inc. v. Mather & Co., June 2000, No. 3139 (Subrogation action transferred to Major Jury through consolidation with 9705-2116 by Judge Moss) Transferred to Major Jury 3/22/2001

First Union v. Jay H. Schwartz, D.C., March 2001, No. 1268 (Plaintiff is suing individual chiropractor and individual guarantor for breach of equipment lease) Transferred to Nonjury 4/2/2001

Certain Underwriters at Lloyds v. Aguilera, March 2001, No. 2116 (Declaratory Judgment action on homeowners' insurance policy not a business or commercial policy) Transferred to Nonjury 4/2/2001

1515 Market Street Associates v. Orionfinancial Servs., Inc., March 2001, No. 3134 (Landlord is suing tenants for breach of commercial lease, seeking damages of \$27,728 plus interest) Transferred to Arbitration 4/2/2001

Frank Caccuro t/a JOFRA, Inc. v. American Family Brands, Inc., September 2000, No. 761 (Corporation and its president are suing two corporate defendants for breach of sale agreement in failing to disclose that environmental studies of property at issue had revealed that a storage tank had been removed earlier without requisite approval or remediation) Transferred to Arbitration 4/5/2001

Bun Patch Supply Corp. v. Drexel Institute of Technology, March 2001, No. 4300 (Plaintiff filed a mechanic's lien claim against defendant for \$5,000) Transferred to Arbitration 4/30/2001

Bun Patch Supply Corp. v. Drexel Institute of Technology, March 2001, No. 4302 (Plaintiff filed a mechanic's lien claim against defendant for \$3,231.46) Transferred to Arbitration 4/30/2001

Rite Aid v. Haines & Kibblehouse, Inc., April 2001, No. 75 (Rite Aid is bringing declaratory judgment action against contractor and its insurer for breach of indemnification agreement concerning a personal injury action brought by individual injured by a temporary fence leased for construction project) Transferred to Nonjury 4/30/2001

Rittereiser and Ashton Technology Group v. Cummins and John Does, April 2001, No. 2722 (Plaintiffs are suing defendants for libel and business defamation for statements on a "bulletin board" Internet posting) Transferred to Nonjury 5/11/2001

Crusader Saving Bank v. Kenneth and Susan Tepper, April 2001, No. 3696 (Bank is suing individuals for breach of contract/promissory note) Transferred to Nonjury 5/11/2001

Philadelphia Federal Credit Union v. Alonzo Roberts, May 2001, No. 3820 (Credit Union is bringing action in mortgage foreclosure against individual for damages of \$22,091) Transferred to Arbitration 5/11/2001

Mars Financial Services LLC v. Belmont Treatment Center, May 2001, NO. 3421 (Financial Services "organization" is suing Belmont Treatment Center for breach of a contract for billing and collecting patient fees, seeking \$46,422) Transferred to Arbitration 6/11/2001

Mars Financial Services LLC v. Albert Einstein Medical Center, May 2001, No. 3425 (Financial Services "organization" is suing Albert Einstein Medical Center for breach of a contract for billing and collecting patient fees, seeking \$23,000) Transferred to Arbitration 6/11/2001

Walter Smith and North American Roofers, Inc. v. Underwriters at Lloyd's London, May 2001, No. 320 (Individual and roofing corporation are suing three out-of-state surplus lines insurance companies for breach of "all risk insurance policy") Transferred to Arbitration 6/11/2001

Pilot Financial Corp. v. John Schekel, May 2001, No. 862 (Mortgage foreclosure action by bank against individual) Transferred to Nonjury 6/11/2001

DeMaio Development Inc. v. 10 South Front Street Associates & John Frankowski, May 2001, No. 2964 (Construction company is suing Restaurant partnership for breach of contract in the renovation of an individual's rowhouse) Transferred to Nonjury 6/11/2001

CNA Commercial Ins. Co. v. Midco Construction Co., April 2000, No. 1325 (Subrogation action transferred to Major Nonjury through consolidation with 0103-0939 by Judge McInerney) Transferred to Nonjury 6/25/2001

McLean Packaging Corp. v. Bed, Bath & Beyond, June 2001, No. 1084 (Corporation is suing corporation for unpaid goods, seeking \$1,346) Transferred to Arbitration 7/23/2001

Osama Swais v. Sameeh Husni Altayeh, June 1339 (Individual is suing individual for breach of loan agreement, seeking \$101,206) Transferred to Nonjury 7/23/2001

Doty v. Merchants Insurance Group, July 2001, No. 3376 (Individuals are seeking declaratory judgment on commercial insurance policy) Transferred to Nonjury 8/23/2001

Quinn Construction v. National Union Fire Insurance Co., July 2001, No. 3786 (Third party indemnification claims against insurance company) Transferred to Nonjury 8/23/2001

Graybar Electric Co. v. Ray Communications, Inc., August 2001, No. 1274 (Plaintiff seeks payment for electrical equipment with no specification of damages) Transferred to Arbitration 8/23/2001

Cerebe et al. v. First Union National Bank, August 2001, NO. 1578 (Action by individual plaintiffs) Transferred to Major Jury 8/23/2001

Progress Bank v. Donald Nardi, January 2001, No. 4293 (Plaintiff federally chartered savings bank is bringing mortgage foreclosure action on commercial property against individual defendants, seeking damages of \$723,314) Transferred to Major Jury 9/5/2001

Travelers Indemnity & Travelers Property Casualty Co. and Fisher Development, Inc. v. B & K Construction Inc., March 2001, No. 0443 (Insurer is suing various defendants for indemnification of damages it paid due to defendant's negligence in renovating leased premises) Transferred to Arbitration 9/13/2001

Americacredit Financial Servs. v. Winner Lincoln Mercury Inc. et al., August 2001, No. 3238 (Corporation is suing corporation and its officers for breach of dealer agreement, seeking damages of \$29,173) Transferred to Arbitration 9/27/2001

Bary Sandrow v. Nathan Zinberg, August 2001, No. 2265 (Individual in the business of leasing commercial properties is suing individual who was his leasing agent for breach of fiduciary duty related to withdrawals of funds from management accounts) Transferred to Nonjury 9/27/2001

Don Trachtenberg, DDS v. Unum Life Insurance Co., August 2001, No. 3664 (Prosthodontist is bringing declaratory judgment action against two insurers for declaration that he is entitled to coverage for the disability he suffered allegedly during physical therapy regimen) Transferred to Major Jury 9/27/2001

Great Northern Insurance Co. v. PA Energy Co. et al., September 2001, No. 2747 (Insurance Company is suing PECO and contractors on behalf of its individual insured for damages to his home caused by fire that broke out after relocation of utility lines) Transferred to Major Jury 10/19/2001

William O'Brien v. Living Strategies, Inc. et al., October 2001, No. 3989 (Individual is suing defendant company and individuals for breach of his employment contract in failing to pay agreed upon severance pay and commissions in excess of \$50,000) Transferred to Nonjury 11/13/2001

Michael Babiarz v. Bell Atlantic-Pennsylvania Inc. et al., August 2000, No. 1863 (Employee is suing defendant for allegedly "stealing" his idea for a system for certifying phone systems for new home) Transferred to Municipal Court 11/20/2001

American Future Systems, Inc. v. Better Business Bureau, November 2001, No. 520 (Publisher of Business newsletters is suing the Better Business Bureau for Defamation) Transferred to Major Jury 11/26/2001

Vandeventer v. City of Philadelphia, October 2001, No. 2947 (Class action challenging the constitutionality of the personal property tax and seeking restitution of taxes collected by the City of Philadelphia) Transferred to Class Action Program 11/26/01

Finova Capital Corp. v. Regal Pharmacy et al., July 2001, No. 369 (Delaware Corporation is suing various pharmacies and their guarantors for breach of equipment leases that plaintiff acquired after original lessor entered bankruptcy) Transferred to Arbitration 12/13/2001

Zaslavsky v. Zaslavsky et al., December 2000, No. 3330 (Plaintiff/husband, a 50% shareholder of GPN Flowers, seeks to restrain defendant/wife from removing assets from the company and from competing with her new company, Natalie's flowers) Transferred to Arbitration 12/17/2001

Jonathan Quinn v. Clair Odell Insurance Agency, November 2001, No. 3601 (Plaintiff is suing former employer for breach of employment agreement by reducing base salary) Transferred to Major Jury 1/29/2002

PECO v. Mercy-Douglass Human Servs. Corp., 4511 Walnut Street, December 2001, No. 1567 (PECO issuing to recover \$18,000 in unpaid utility bills) Transferred to Arbitration 1/29/2002

PECO v. Mercy Douglass Center, 4000 West Girard Avenue, December 2001, No. 3853 (PECO is suing defendant to recover \$36,000 in unpaid utility bills) Transferred to Arbitration 1/29/2002