DOCKETED
SEP - 4 2015
R. POSTELL
COMMERCE PROGRAM

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY

FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION—CIVIL

RORVIK GENERAL CONTRACTING SERVICES	:	June Term, 2015
Plaintiff	:	Case No. 02959
v.	:	
COMPASS POINTE HEALTHCARE SYSTEMS d/b/a **THE RIDGE AT WHITEMARSH HEALTH & REHABILITATION**	:	Commerce Program
Defendant	:	Control Nos. 15090429

ORDER

AND NOW, this 7th day of September, 2015, upon consideration of defendant's motion for reconsideration and accompanying *memorandum* of law, it is **ORDERED** that the motion is **DENIED**.[1]

BY THE COURT,

GLAZER, J.

[1] As docketed, the motion for reconsideration lacks paragraphs 2—5; in addition, paragraphs 1, 6 are incomplete. Nevertheless, the substance of the incomplete motion is articulated in the accompanying *memorandum* of law which defendant filed simultaneously therewith. The motion and *memorandum* argue that defendant did not waive its due process rights because the language in the warrant of attorney was rendered vague by the use of small-case lettering. In its motion for reconsideration, defendant relies on Midwest Financial Acceptance Corp. v. Lopez, 78 A.3d 614, 619 (Pa. Super. 2013), for the proposition that "courts have taken notice of confession of judgment provisions which were prominent, bolded, and capitalized, versus a confession of judgment clause like the one at issue [in this action]." See *memorandum* of law, ¶ IV. The court rejects this argument because the afore-cited case does not stand for the proposition that warrants of attorney are invalid merely by being printed in small text. Finally, the court has already noted that the warrant of attorney in this case, though printed in small-case type, is readable, sufficiently explicit, and located on the same page bearing the signatures of both parties. For these reasons, the motion for reconsideration is denied.

Rorvik General Contract-ORDER

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