

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

TRINA DANIELS,	:		
	:		
<i>Plaintiff,</i>	:		
	:		
v.	:		JULY TERM, 2018
	:		No. 127
	:		
	:		
JENNIFER RANDO & UNBROKEN DESIGNS LLC,	:		COMMERCE PROGRAM
	:		
<i>Defendants.</i>	:		579 EDA 2026

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OPINION

Djerassi, J.

October 9, 2026,

I. INTRODUCTION

This is an appeal by defendant/appellant Jennifer Rando (“Rando”) following a Commerce Court bench trial on July 15, 2022. The case involves a members’ dispute between plaintiff/appellee Trina Daniels (“Daniels”) and Rando involving Unbroken Designs LLC (“Unbroken Designs”), a company which marketed and sold jewelry, and which they owned. The parties met at a cross-training gym in California and their prime business targets were athletes identifying with the national cross-training community.

Before trial Rando’s attorney failed to submit a pre-trial conference memorandum and its required identification of proposed trial witnesses and exhibits. No explanation was offered and neither Rando nor her attorney appeared for the pre-trial conference itself. A preclusion order was entered.

A trial date was set but the day before trial began, Rando filed for Unbroken Designs’

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bankruptcy in federal court in Philadelphia. The case proceeded against Rando individually, and she failed to appear. Her attorney was present.

Rando was found liable for breach of fiduciary duty and conversion. She was found not liable for breach of contract.

II. PROCEDURAL HISTORY

On July 2, 2018, Daniels filed a civil action against Rando and Unbroken Designs. She raised claims for breach of fiduciary duty, breach of contract, and conversion, and demanded an accounting. Rando filed a motion for summary judgment which was denied.

At discovery, Daniels filed a request for production of documents, but these were not delivered. There was no discovery litigation as Daniels did not file a motion to compel.

A pre-trial conference was scheduled, and pre-trial memoranda were ordered requiring identification of potential trial witnesses and exhibits. Our Order dated May 4, 2022, directed “both parties shall be present on the Zoom call.”

The May 4, 2022, Order also included the following caution: “Counsel shall include a list of pre-trial prospective witnesses, a list of exhibits and all evidentiary stipulations. Failure to identify potential witnesses and exhibits before Friday, June 17, 2022, may result in preclusion at trial. The pre-trial memoranda are now due on or before Friday, June 17, 2022, and shall be electronically filed.”

Rando’s attorney did not file a pre-trial memorandum, and both Rando and her attorney failed to appear at the pre-trial conference itself. There was no explanation and an evidentiary preclusion was entered. Trial was scheduled for July 15, 2022 at Philadelphia City Hall.

On July 14, 2022, Rando, as member of Unbroken Designs LLC, but claiming to be its managing member, filed for the company’s bankruptcy in federal court in Philadelphia. An

automatic stay was issued for Unbroken Designs as named debtor, and this case proceeded to trial the next day with Rando as sole defendant. Her attorney was present but she herself was absent.

On December 13, 2022, the court filed Findings of Fact and Conclusions of Law in favor of Daniels and against Rando in the sum of \$97,696.00 for breach of fiduciary duty and conversion.

On December 22, 2022, Rando filed post-trial motions which were denied on June 8, 2023. The court did not enter judgment; Daniels entered judgment by praecipe on January 23, 2026.

Rando filed a notice of appeal a day late on February 24, 2026. Jurisdictional review has been deferred by the appellate court, though after initially requesting a quash, this court takes no position now.

This opinion follows appellant's statement of matters:

III. STATEMENT OF FACTS

In 2011, Daniels and Rando formed a limited liability corporation in California called Unbroken Designs LLC. No operating agreements were signed.ⁱ Accordingly, under 15 Pa. C.S. § 8847, we acknowledge error in our Findings of Facts and Conclusions of Law at Paragraph 19 when finding that Rando was the company's Managing Member. She is not; no valid operating agreement exists.

ⁱ No contract was signed and Daniels testified she could not persuade Rando to sign an agreement, thereby confirming that there was no meeting of the minds to give rise to a contract. Contract was not a basis for her recovery here.

Documents listed member Rando with 60% ownership and member Daniels with 40%.ⁱⁱ N.T. 7/15/22, pp. 31, 32, 42-49; Findings of Fact 12/13/2022. At the end of 2014, Unbroken Designs LLC was moved to Pennsylvania where it was registered as a domestic corporation and the 60%-40% ownership division was maintained.ⁱⁱⁱ N.T. 07/15/2022, pp. 43, 44, 48, 88-90, 126.

The transfer to Pennsylvania occurred just as the business was beginning to succeed, but problems had developed between Daniels and Rando. Their conflict came to a head after a sales exhibition in Ohio in late 2014. Unbroken Designs made \$20,000, but this profit was not shared according to Daniels' testimony.

In early 2015, the conflict evolved into mutual mistrust and Daniels opened her own business called Vail Spirit and Rando did the same by opening Unbroken Designs II. There was no formal closing or dissolution of Unbroken Designs LLC and there has never been an accounting by either member of the disposition of company assets.

Daniels explained why she could not prepare an accounting as she testified credibly that by mid-2015, she was shut out of all Unbroken Designs LLC's bank assets, receipts, and assets. N.T. 07/15/2022, pp.60, 65, 99. Daniels testified credibly that when she was shut out, Unbroken Designs had \$54,000.00 in its bank account and owned \$100,000 in tangible assets, primarily jewelry products that had been specially manufactured to meet sales orders received by Unbroken Designs. The court believed Daniels' testimony that she was personally familiar with the company's jewelry purchases through mid-2015. N.T. 07/15/2022, pp. 34, 37.

The court concludes that Rando breached her fiduciary duty as a member of a limited liability company and harmed Daniels by converting Daniels' 40 % share of company assets to

ii Plaintiff's Exhibit 1; 2014 Form 2065, document captioned "Information on partners owning 50% or more of the partnership."

iii Plaintiff' Exhibit 1; Document captioned "Membership Certificates of Jennifer Rando and Trina Daniels."

herself or to unknown persons without Daniels' permission. No accounting was given to Daniels by Rando explaining how Unbroken Designs' assets of mid-July 2015 allegedly vanished to bankruptcy in July 2022.

The total loss for Daniels was 40% of the \$20,000 profit in Ohio and 40% of Unbroken Designs' bank account and 40% of its jewelry assets at the time she was locked out. The numbers respectively are: \$8, 000. + \$21,600 + \$40,000. The sum is \$69,600. Added is pre-judgment interest going back to 2016 through the date of our Finding of Facts and Conclusions to Law in the amount of \$18,096 for an aggregate total of \$87,696, not counting attorney fees.^{iv} Daniels testified credibly that she paid her attorney \$10,000 to represent her in this case.^v N.T. 07/15/2022, p. 74.

On January 23, 2026, judgment was entered and Rando filed a notice of appeal. The court is not privy to reasons for the delay in entry of judgment.

IV. ANALYSIS

A. Preclusion of evidence was necessary following bad faith conduct

Rando complains that the court overstepped bounds by precluding evidence after she failed to submit a required pre-trial memorandum with identification of trial witnesses and exhibits and failing to appear at a scheduled required pre-trial conference.

Our preclusion order follows a four-pronged rule set forth in *Feingold v. SEPTA*, 339 Pa. Super. 15, 21, 488 A.2d 284, 287 (1985), aff'd *Feingold v. SEPTA*, 512 Pa. 567, 517 A.2d 1270 (1986). Rando's lawyer's failure to file the pre-trial memorandum identifying proposed witnesses and exhibits, and subsequent failure of both counsel and Jennifer Rando herself to attend the

^{iv} The court notes that the amount of prejudgment interest may be greater today.

^v Attorney fees were awarded based on wanton misconduct.

scheduled pre-trial conference was conduct that meets all four *Feingold* considerations on which to decide the severity of preclusion sanctions.

The considerations set by our Supreme Court are listed at *Feingold*, 517 A.2d 1270, 1273:

- (1) the prejudice or surprise of the party against whom the excluded witnesses would have testified;
- (2) the ability of that party to cure the prejudice;
- (3) the extent to which waiver of the rule against calling unlisted witnesses would disrupt the orderly and efficient trial of the case or of other cases in the court; and
- (4) bad faith or willfulness in failing to comply with the court's order.

Here, the record shows that Daniels' trial presentation was affected by Rando's non-response to Daniels' discovery request for production of documents. N.T. 7/15/22, pp. 57, 66, 72,76, 80 and 117.^{vi} Without knowing before trial what evidence Rando intended to present, Daniels was restricted in her ability to prepare for Rando's case and would have been vulnerable to complete surprise absent preclusion.

In addition to its effect on Daniels, Rando's non-compliance defied the court's interest in maintaining order in civil trials. Had we waived sanctions by allowing unlisted witnesses to testify, we would be inviting more non-compliance and litigation over our enforcement of pre-trial memorandum requirements for party disclosure of documents and witnesses.

Rando is right, of course, that the severity of sanctions must be appropriate to the violation--- but here the *Feingold* fourth prong is decisive----“bad faith or wilfulness in failing to comply with the court's order”. Counsel's and Jennifer Rando's brazen conduct at pre-trial

^{vi} Plaintiff/appellant counsel presented a copy at trial of Daniels' First Request for Production Directed to Jennifer Rando. There was no response from Rando's attorney, but plaintiff's attorney did not file a motion to compel.

conference proceedings were willful violations of a court order, and this bad faith was sealed by Rando's unilateral Unbroken Design's bankruptcy filing a day before trial as if she were a Manager Member.

B. Rando waived her right to be present at trial

Defendant Rando contends that we erred by conducting trial in Rando's absence. Defense counsel never requested continuance. While a defendant has a right to be present at her trial, this can be waived by defendant's own choices and actions. See *Commonwealth v. Africa*, 466 Pa. 603, 353 A.2d 855 (1976).

C. There was no violation of the automatic stay provisions of the Bankruptcy Code^{vii}

Generally, when a petition for bankruptcy is filed in federal court, an automatic stay is lodged in all courts where judicial proceedings are taking place involving the debtor. Bankruptcy Code 11 U.S.C. § 362. This automatic stay serves two purposes. First, it gives the debtor relief pending reorganization or liquidation. *In re Thomas* 529 B.R. 628 (Bankr. W.D. Pa. 2015) citing *In re University Medical Center v. Sullivan* (Univ. Med. Ctr.), 973 F.2d 1065, 1074 (3d Cir. 1982). Second and related, it helps limit races to the courthouse by the bankrupt's creditors. *Id.* Section 362 of the Bankruptcy Code defines the scope of an automatic stay which broadly includes voluntary, joint, and involuntary bankruptcy petitions. 11 U.S.C. § 362 (a). Under Subsection 362 (a) (1) and Subsection 362 (a) (3), an automatic stay is enforced in all actions brought against the debtor, against property of the debtor, and against the property of the debtor's estate.^{viii}

^{vii} See *Pollack v. Karagodsky*, DDS, No. 1404016071, 2018 WL 1136202 (Com. Pl. Phila. Djerassi, J. February 5, 2018), *aff'd Pollack v. Karagodsky*, 304 EDA 2018, 2018 WL 59613014 (Pa. Super. November 14, 2018) *rearg denied* 201 A.3d 847 (Pa. Super. 2019).

^{viii} 11 U.S.C. § 362(a) provides in full that:

In *Maritime Electric Co. v. United Jersey Bank*, 959 F.2d 1194, 1205 (3d Cir.1992), the Court held the “the automatic stay is not available to non-bankrupt co-defendants of a debtor even if they are in a similar legal or factual nexus with the debtor.”^{ix} The Court explained:

All proceedings in a single case are not lumped together for purposes of automatic stay analysis. Even if the first claim filed in a case was originally brought against the debtor, section 362 does not necessarily stay all other claims in the case. Within a single case, some actions may be stayed, others not. Multiple claim and multiple party litigation must be disaggregated so that claims, counterclaims, cross claims and third-party claims are treated **independently** when determining which of their respective proceedings are subject to the bankruptcy filing.

Likewise in Pennsylvania, “absent extraordinary circumstances, the automatic stay protections afforded a debtor under 11 U.S.C. § 362 do not apply to non-debtor third parties.” *Tobyhanna Army Depot Fed. Credit Union v. Monroe City Tax Claim Bureau*, 30 A.3d 1246, 1248 (Pa. Cmwlth 2011) citing *McCartney v. Integra National Bank North*, 106 F.3d 506 (3d Cir. 1997).

(a) Except as provided in subsection (b) of this section, a petition filed under section 301, 302, or 303 of this title, or an application filed under section 5(a)(3) of the Securities Investor Protection Act of 1970, operates as a stay, applicable to all entities, of—

- (1) the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title;
- (2) the enforcement, against the debtor or against property of the estate, of a judgment obtained before the commencement of the case under this title;
- (3) any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate;
- (4) any act to create, perfect, or enforce any lien against property of the estate;
- (5) any act to create, perfect, or enforce against property of the debtor any lien to the extent that such lien secures a claim that arose before the commencement of the case under this title;
- (6) any act to collect, assess, or recover a claim against the debtor that arose before the commencement of the case under this title;
- (7) the setoff of any debt owing to the debtor that arose before the commencement of the case under this title against any claim against the debtor; and
- (8) the commencement or continuation of a proceeding before the United States Tax Court concerning a tax liability of a debtor that is a corporation for a taxable period the bankruptcy court may determine or concerning the tax liability of a debtor who is an individual for a taxable period ending before the date of the order for relief under this title.

^{ix} Citing *Lynch v. Johns–Manville Sales Corp.*, 710 F.2d 1194, 1196–97 (6th Cir. 1983) (“[i]t is universally acknowledged that an automatic stay of proceedings accorded by § 362 may not be invoked by entities such as sureties, guarantors, co-obligors, or others with a similar legal or factual nexus to the ... debtor”)

Courts extend the stay provisions of Section 362 to non-debtors only under “unusual circumstances” as when “there is such identity between the debtor and the third-party defendant that the debtor may be said to be the real party defendant and that a judgment against the third-party defendant will in effect be a judgment or finding against the debtor,” or when “protection is essential to the debtor's efforts of reorganization.”^x In such cases, a bankruptcy court may be petitioned to enjoin a state trial court from proceeding against a non-debtor under Section 105 of the Bankruptcy Code. The non-debtor third party must file this petition with the Bankruptcy Court where the original petition for bankruptcy was filed.

Rando never applied to the Bankruptcy Court for extension of Unbroken Designs’ automatic stay to include her individually. While it is unlikely a bankruptcy court would have found unusual circumstances, the key is Rando never asked Bankruptcy Court to extend its automatic stay to include her proceedings in this case.

D. Our conclusion that Jennifer Rando violated her fiduciary duty to Trina Daniels as a member of Unbroken Designs is statutory based.

This Court has observed that “[LLCs] are creatures of statute,” such that “their members are subject to only those duties that are authorized by statute.” *Retina Associates of Greater Philadelphia, Ltd. v. Retinovitreous Associates, Ltd.*, 2017 Pa. Super 380, 176 A.3d 263, 271 (2017). Under 15 Pa. C.S. § 8847, Unbroken Designs is a member-managed company; it is not a

^x *McCartney v. Integra Nat. Bank N.*, 106 F.3d 506, 510 (3d Cir. 1997); see e.g., *A.H. Robins v. Piccinin*, 788 F.2d 994, 999 (4th Cir. 1986) (concluding that stay should be extended where “there is such identity between the debtor and the third-party defendant that debtor may be said to be the real party defendant and a judgment against the third-party defendant will in effect be a judgment or finding against the debtor”). But there is no such identity between debtor Unbroken Designs and Rando as Rando is individually responsible for her own breach of fiduciary duty and conversion; Unbroken Designs is not liable. A limited liability company does not owe fiduciary duties to itself; these belong to its members.

manager managed company because there is no valid operating agreement stating the company to be manager managed, nor testimony supporting the existence of an operating agreement. ^{xi} In her voluntary federal petition for Unbroken Designs' bankruptcy, Rando misrepresented her legal authority role certifying that she is the company's Managing Member. She is not. ^{xii}

Under the Pennsylvania Uniform Limited Liability Company Act of LLCs, members of an LLC have a fiduciary duty of loyalty and a separate duty of care to each other and the company regardless of whether they are Managers according to an operating agreement that is valid under the law. As a member, Jennifer Rando breached both duty of loyalty and duty of care.

15 Pa. C.S. § 8849.1 sets forth these duties as standards of conduct. In pertinent part, they are as follows:

A) 15 Pa. C.S. § 8849.1 (b) ---Duty of Loyalty---The fiduciary duty of loyalty of a member in a member-managed limited liability company includes the duties:

- (1) to account to the company and to hold as trustee for it any property, profit or benefit derived by the member:
 - (i) In the conduct or winding up of the company's activities and affairs;
 - (ii) From a use by the member of the company's property; or
 - (iii) From the appropriation of a company opportunity.

xi 15 Pa. C.S. Section 8847 provides in pertinent part that:
(a) Determination of management of company---A limited liability company is a member-managed liability company unless the operating agreement:
(1) expressly provides that:
(i) the company is or will be manager managed;
(ii) the company is or will be managed by managers; or
(iii) management of the company is or will be vested in managers; or
(2) includes words of similar import.

xii Paragraph 19 of our Findings of Facts and Conclusions of Law contains error.

B) 15 Pa. C.S. § 8849.1 (c)---Duty of Care---The duty of care of a member of a member-managed limited liability company in the conduct or winding up of the company's activities and affairs is to refrain from engaging in gross negligence, recklessness, wilful misconduct or knowing violation of law.

The court finds that Rando's filing for Unbroken Designs' bankruptcy via misrepresentation to the federal court that she was the company's Managing Member was willful misconduct ---a breach of duty of care.^{xiii} We find Rando's failure to account for her use (or anyone else's use) of the company's property was a failure of a member's duty of loyalty.^{xiv} And we find Rando breached her duty of loyalty by failing to account for her use of company property---to wit---the money in the company's bank account and the jewelry in its inventory at the time Rando shut out Daniels and---without proof to the contrary---appropriating these sums from opportunities that would otherwise benefit the LLC.

E. The elements of conversion were made out against Rando

Under Pennsylvania law, elements of tortious conversion are: (1) deprivation of another's right of property in, or use or possession of, (2) a chattel, (3) without the owner's consent, and (4) without lawful justification.” *Stevenson v. Economy Bank of Ambridge*, 413 Pa. 442, 197 A.2d 721, 726 (Pa.1964). “A conversion is the deprivation of another's right of property in, or use or possession of, a chattel, or other interference therewith, without the owner's consent and without

^{xiii} In her Suggestion of Bankruptcy for Unbroken Designs LLC docketed in the Court of Common Pleas on July 14, 2022, the day before trial, Jennifer Rando included her four-page Voluntary Petition for Non-Individuals for Bankruptcy in which she declared to the federal bankruptcy court on penalty of perjury that she is Unbroken Designs LLC's Managing Member.

^{xiv} At the time Rando closed access to Daniels, the company had assets. When Rando filed for Unbroken Designs' bankruptcy, she had already converted the company's assets. The court found Rando had indeed failed to pay Daniels her share of the company's \$20,000 profit from the Ohio exhibition, or tender to Daniels her 40% share of bank deposits and jewelry assets.

lawful justification.’ *Gottesfeld v. Mechanics and Traders Insurance Co.*, 196 Pa. Super. 109, 115, 173 A.2d 763, 766 (1961). A conversion may be committed by “unreasonably withholding possession from one who has the right to it.” Prosser, *Torts* § 15 (2d ed. 1955). See *Lankard v Laurel Mountain Midstream Operating, LLC*, 2017 WL 2539844 (Pa. Super. 2017).

A plaintiff has a cause of action for conversion when she has an immediate right to possess a chattel at the time of the alleged conversion. *Eisenhauer v. Clock Towers Associates*, 399 Pa. Super. 238, 243, 582 A.2d 33, 36 (1990). We found this was Daniels’ situation. She had a right to share Unbroken Designs’ profits and assets, but she was deprived of these by Rando.

Daniels had a possessory right to her 40% share of Unbroken Designs’ assets. These were converted by Rando without explanation or recourse.

F. Pre-judgment interest was appropriate

With respect to the award of pre-judgment interest,

” Our courts have generally regarded the award of [pre-judgment] interest as not only a legal right, but also as an equitable remedy awarded to an injured party at the discretion of the trial court. While the general rule is that a successful litigant is entitled to interest beginning only on the date of the verdict, it is nonetheless clear that pre-judgment interest may be awarded when a defendant holds money or property which belongs in good conscience to the plaintiff, and the objective of the court is to force disgorgement of his unjust enrichment. Pre-judgment interest in such cases is a part of the restitution necessary to avoid injustice.” *Linde v. Linde*, 2019 Pa. Super. 305, 220 A.3d 1119 (2019) citing *Kaiser v. Old Republic Ins. Co.* 1999 Pa. Super 271, 741 A.2d 748, 755 (Pa. Super. 1999); citing *Dasher v Dasher*, 374 Pa. Super. 96, 542 A.2d 164, 165 (1988).

G. The court is uncertain on the award of attorney's fees

Rando complains that this court should not have awarded attorney's fees. On review, we are uncertain. Even as fraud has been ruled insufficient to prompt an attorney's fee award, there is sensible and strong case dicta that would award attorney fees in cases when a losing party's conduct was malicious, vindictive and in wanton disregard of others. *Pittsburgh Live, Inc. v. Servov*, 419 Pa. Super. 423, 615 A.2d 438, 441-442 (1992) cited by *Nebrosho v. Appeal of Brown*, 2004 Pa. Super. 83, 846 A.2d 721 (2024). Rando's conduct, including her egregious misrepresentation of authority in bankruptcy court rises to the level of wanton disregard. There was trial testimony from Daniels that she and Rando had contemplated signing an operating agreement but could not agree and this was corroborated by the admission of an unsigned propose operating agreement. We find that Rando wantonly assumed authority she did not have in her filing before the bankruptcy court and in her disposition of company assets.

H. The damages in this case were reasonably certain

Damages are recoverable when they are not speculative and are established with reasonable certainty. *Spang & Co. v. U.S. Steel Corp.*, 519 Pa. 14, 545 A.2d 861, 866 (Pa. 1988). As discussed earlier, evidence supports our finding that Daniels experienced liquidated damages. She testified credibly from personal knowledge and stated specific amounts and was firm on cross-examination. Daniels has a 40% share of the \$54,000 that was in Unbroken Designs' bank account when she was cut off; 40 % of the \$100,000 in company jewelry inventory when she was cut off; and 40 % of the \$20,000 in Unbroken Designs' profits at the 2015 Ohio exhibition.^{xv} These numbers are reasonably certain for an award of liquidated damages.

^{xv} Again, the aggregate liquidated loss experienced by Daniels was 40% of the \$20,000.00 profit in Ohio: 40% of the bank account and 40% of the jewelry assets. The numbers respectively are: \$8, 000.00 + \$21,600 + \$40,000.00. The sum is \$69,600 plus pre-judgment interest going back to 2016 in the amount of \$18,096.00.

I. Rando's claim that the court took an adverse inference for discovery deficiencies is inaccurate

Rando's claim that we erred by drawing adverse inferences is meritless because no adverse inferences were drawn. Review of the trial transcript shows we were asked to draw an adverse inference by plaintiff's attorney for discovery omissions, but when reminded by defendant's counsel that there had not been a motion to compel, we did not grant an adverse inference. Our Findings of Fact and Conclusion do not apply any adverse inferences. N.T. 7/15/22, p. 73, 140-142, p. 73, 140-142.

Even if a motion to compel discovery had been filed by plaintiff, this court would not have applied adverse inferences against a party case whose evidence had already been precluded. We note the irony, though, that Rando now claims that more documentary evidence was necessary to support Daniels' damages testimony. It was not the absence of discoverable evidence, however, that this court considered. It was Daniels' credible testimony that was the basis of our findings and conclusions.

J. The entry of judgment by praecipe was appropriate

In her statement of matters, Rando appears to suggest that Daniels' entry of judgment in this case on June 23, 2026, was somehow invalid because it was entered *pro se* by plaintiff Daniels' praecipe. We may be amiss, but we have failed to identify a civil procedure rule that proscribes *pro se* filing of a final judgment.

We note nonetheless that Trina Daniels complied with Pa.R.C.P. 237 which provides as follows:

“No praecipe for entry of judgment upon a nonsuit by the court, a verdict of a jury or a decision of a judge following a trial without a jury shall be accepted by the prothonotary unless it includes a

certificate that a copy has been mailed to each other party who has appeared in the action or to the attorney of record for each party.”

This was done by Trina Daniels on January 23, 2026, and the proof is Rando’s notice of appeal was docketed by the prothonotaries of both the Common Pleas and Superior Courts.

Disputes over the role and parameters of *pro se* parties in criminal courts and family courts are common and almost always resolved in favor of counsel--- usually for reasons of legal clarity and economy for judges handling criminal and family court cases. Also, due process considerations to safeguard a party’s constitutional rights explain many court decisions supporting attorneys in conflict with their *pro se* clients. See *Commonwealth v. Reid*, 537 Pa. 167, 642 A.2d 453, 463 (1994). *Pro se* filings by a represented criminal defendant party are usually considered to be legal nullities because they may present a conflict between lawyer and client. *Commonwealth v. Jette*, 611 Pa. 166, 23 A.3d 1032 (2011); *Commonwealth v. Ali*, 608 Pa. 71, 10 A.3d 282 (2011).

This is not the situation in this civil business case. Here, the winner of the case entered a civil judgment herself three years after her lawyer, for whatever reason, had failed to do so. The prothonotary of the Common Pleas Court accepted and docketed the judgment and then, the prothonotary of the Superior Court accepted and docketed defendant’s notice of appeal. Both courts “regard as done what ought to have been done”. See *Sereda v. Ctr. City Acquisitions, LLC*, 2019 Pa. Super. 337, 222 A.3d 1164 n.1 (2019) quoting *Johnston the Florist, Inc. v. TERDCO Constr. Corp.*, 441 Pa. Super. 281, 657 A.3d 511, 514, 515 (1995).

VI. CONCLUSION

The Court is respectfully asked to affirm judgment with remand, if on review, this court awarded attorney's fees in error.

BY THE COURT



RAMY I. DJERASSI, J.