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

BIG BITE REAL ESTATE, LLC, both individually and derivatively on behalf of ILERA HOLDINGS, LLC, and SHANNON HEXTER **Plaintiff/Appellee** **vs.** **ILERA HOLDINGS, LLC, GREG ROCHLIN, ZOLTAN KEREKES, TORSTEN GEERS, OSAGIE IMASOGIE, LISA GRAY, ILERA HOLDINGS II, LLC, ILERA HEALTHCARE LLC, and IHC REAL ESTATE LP,** **Defendant/Appellant**	**PHILADELPHIA COUNTY COURT OF COMMON PLEAS** **Case No. 201000441** **148 EDA 2025** **COMMERCE PROGRAM**

OPINION

Patrick, J.

April 9, 2025

Defendant/Appellant, Ilera Holdings, LLC (Ilera I); Greg Rochlin; Zoltan Kerekes; Torsten Geers; Osagie Imasogie; Lisa Gray; and Ilera Holdings II, LLC (Ilera II), defendants above named, filed an appeal from this Court's Order dated December 23, 2024. On September 6, 2024, the Court ruled against all Defendants and in favor of Plaintiffs/Appellees both in its individual capacity and derivatively on behalf of Ilera I, and Shannon Hexter ("Hexter", and collectively with Big Bite LLC, the "Plaintiffs"), awarding Plaintiffs $24,515,407 in damages together with prejudgment interest, plus attorneys' fees and costs. Defendants-Appellants filed a Motion to Strike on November 7, 2024. On December 23, 2024, the Court denied Appellants' Motion to Strike or Reduce the Judgment. This Court now submits the following Opinion in support of its ruling and in accordance with the requirements of Rule 1925(a) of the Pennsylvania Rules of Appellate Procedure. For the reasons set forth below, this Court's decision should be affirmed.

FACTUAL/PROCEDURAL HISTORY

This appeal concerns the Court's order entered on December 23, 2024. On October 4, 2020, Appellees/Plaintiffs filed their initial Complaint against Defendants Ilera Holdings, LLC ; Greg Rochlin; Zoltan Kerekes; Torsten Geers; Osagie Imasogie; Lisa Gray; and Ilera Holdings II, LLC ("Appellants"). Plaintiff brought claims for the following: (1) Breach of Fiduciary Duty and Good Faith, brought derivatively by Plaintiffs on behalf of Ilera I against the Individual Defendants; (2) Breach of the Implied Covenant of Good Faith and Fair Dealing, brought by Big Bite against Individual Defendants; (3) Fraud, brought by Big Bite LLC against Individual Defendants; (4) Declaratory Judgment against Ilera I and IHC; (5) Civil Conspiracy, brought by Big Bite against Ilera II and Individual Defendants; (6) Unjust Enrichment, brought by Big Bite against Individual Defendants; (7) Accounting, brought by Big Bite against the Individual Defendants and Ilera I; (8) Conversion, brought by Hexter against Rochlin; (9) Tortious Interference with Contract, brought by Big Bite against Ilera II; and (10) Constructive Trust, brought by Big Bite against Individual Defendants.[1] Plaintiff filed its First Amended Complaint ("FAC") on November 9, 2020.[2] Counts II (Breach of the Implied Covenant of Good Faith and Fair Dealing) and IV (Declaratory Judgment) were dismissed on Summary Judgement.[3] Count VIII for conversion was dismissed at trial.

Trial commenced on July 8th, 2024 and concluded on July 11th, 2024, after Defendants declined to call their expert and rested their case.[4] The Court directed the parties to submit their findings of fact and conclusions of law within seven (7) days of receiving the transcript.[5] Both

[1] *See* Dkt. 10/04/2020 Plaintiffs' Initial Complaint
[2] *See* Dkt. 11/09/2020.Pl's First Amended Complaint
[3] *See* 01/04/2021 Order; *See* 2/28/2023 Order
[4] *See* Day 4 (July 11, 2024) PM Transcript at 4:5-10.
[5] *See* Day 4 (July 11, 2024) PM Transcript at 10:14-25.

parties filed their Proposed Findings of Fact and Conclusions of Law on August 22, 2024. This Court adopted Plaintiff's Proposed Facts and Conclusions of Law and issued its ruling in favor of Plaintiffs and against Defendants on September 6, 2024.[6] The Court directed Defendants to file its response within fourteen (14) days of the order. Defendants-Appellants filed a Motion for Post-Trial Relief on September 16, 2024. On October 1, 2024, this Court denied Appellants' Post-Trial Motion for Relief. This Court entered Judgement in favor of Plaintiffs/Appellees both in its individual capacity and derivatively on behalf of Ilera I, and Shannon Hexter ("Hexter", and collectively with Big Bite LLC, the "Plaintiffs") and against Defendants/Appellants on October 31, 2024. Defendants-Appellants filed a Motion to Strike on November 7, 2024. On December 23, 2024, the Court denied Appellants' Motion to Strike. Appellant filed a Notice of Appeal to the Superior Court of Pennsylvania on January 2, 2025. On January 7, 2025, this Court ordered Appellant to file a Concise Statement of Matters Complained of On Appeal pursuant to Pa.R.A.P. 1925(b).

ISSUES

1. The trial court erred by denying Defendants' Emergency Motion to Strike the Judgment or Alternatively to Reduce Amount of Security ("Motion to Strike") because the judgment was void to the extent it included prejudgment interest. The amount of prejudgment interest to be awarded in this case was within the trial court's discretion, Plaintiffs never requested that the trial court award a specific amount of prejudgment interest, and the trial court never exercised its discretion to set a specific amount of prejudgment interest. It exceeded the Prothonotary's authority to enter judgment by praecipe under those circumstances.
2. The trial court erred by granting attorney's fees in connection with the Motion to Strike because Plaintiffs lack any entitlement to recover on their claims against Defendants and because the decisions on the merits entered in Plaintiffs' favor on September 6, 2024, and October 1, 2024, were in error.
3. The trial court erred by granting attorney's fees in connection with the Motion to Strike because Plaintiffs did not prevail on any breach of contract claim against Defendants and, therefore, cannot recover their attorney's fees pursuant to the Amended Operating Agreement for Ilera Holdings, LLC.

[6] *See* 09/06/2024 Order

4. The trial court erred by ruling that Plaintiffs are entitled to attorneys' fees in connection with the Motion to Strike because there was no contractual, statutory, or other legal basis for fees to be awarded.

DISCUSSION

I. THE COURT PROPERLY DENIED THE MOTION TO STRIKE THE JUDGMENT BECAUSE THE TRIAL COURT DID EXERCISE ITS DISCRETION IN AWARDING PREJUDGMENT INTEREST AND SETTING A SPECIFIC AMOUNT WAS NOT REQUIRED (ISSUE 1)

Pennsylvania Courts do not commit an abuse of discretion for mere errors of judgment, rather, an abuse of discretion occurs where, "in reaching a conclusion the law is overridden or misapplied, or where it exercises judgment that is "manifestly unreasonable or the result of partiality, prejudice, bias, or ill-will as shown by the evidence of record." *Com. ex rel. Levy v. Levy*, 361 A.2d 781, 785 (Pa. Super. 1976); *Hanrahan v. Bakker*, 186 A.3d 958, 966 (Pa. 2018); *Commonwealth v. Davido*, 106 A.3d 611, 645 (Pa. 2014). A finding of abuse of discretion is only made upon a showing of clear and convincing evidence. *Com. ex rel. McQuiddy v. McQuiddy*, 358 A.2d 102 (Pa. Super. 1976).

In tort cases, "prejudgment interest is awardable at the discretion of the trial court," as opposed to contract cases wherein prejudgment is mandatory. *Century Indem. Co. v. OneBeacon Ins. Co.*, 173 A.3d 784, 810 (Pa. Super. Ct. 2017) (quoting *Ely v. Susquehanna Aquacultures, Inc.*, 130 A.3d 6, 15 (Pa. Super. Ct. 2015)). However, upon award of prejudgment interest, it is not required for the trial court to set the specific amount of prejudgment interest. This is expressly codified in 41 Pa. Stat. §202, stating: "[R]eference in any document to an obligation to pay a sum of money 'with interest' without specification of the applicable rate shall be construed to refer to the rate of interest of six per cent per annum." *See also East Steel Constructors, Inc. v. Int'l Fid. Ins. Co.*, 282 A.3d 827, 858 (Pa. Super. Ct. 2022) ("[P]rejudgment interest, as determined by the trial court, is as provided for under 41 P.S. §202, that provides for 6% interest if a rate *is not*

otherwise specified.") (emphasis added). Regarding the determination of a start-date, "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." *In re Estate of Alexander*, 758 A.2d 182, 190 (Pa. Super. Ct. 2000). To this end, "there are three possible dates from which interest could be assessed." *Id.* "The first is the date of the original [improper] distribution...The second is the date on which [Appellants] were on notice of [Appellees'] claims," i.e., the date of the action's commencement. *Id.* "A third possibility...is to award interest from the [verdict] date." *Id.*

In *re Estate of Alexander*, this court held that Appellants were obligated to pay prejudgment interest "the date on which [Appellants] were on notice of [Appellees'] claims," despite Appellants not even realizing they had unjustly deprived Appellee's funds until well after litigation commenced. *Id.* "A person who, non-tortiously and without notice that another has the beneficial ownership of it, acquires property...wrongfully...is, upon discovery of the facts, under a duty to account." *Id.* "Here, the 'discovery of the facts'...occurred...when counsel for [Appellee] notified the [Appellants] of their claims and, therefore, triggered the duty to make restitution." *Id.* Having an established start date and percentage rate, "[c]omputation of [prejudgment] interest becomes a 'simple clerical matter based upon dates and amounts appearing on the face of the record. No factfinding is required or permitted.'" *Metro. Edison Co. v. Old Home Manor*, 482 A.2d 1062, 1065 (Pa. Super. Ct. 1984) (quoting *Fish v. Gosnell*, 463 A.2d 1042, 1052 (Pa. Super. Ct. 1983)).

On appeal, Appellants claim "the trial court erred by denying [Appellants'] Emergency Motion to Strike the Judgement or Alternatively to Reduce Amount of Security" because of the prejudgment interest. "It exceeded the Prothonotary's authority to enter [pre]judgment" given that Appellees "never requested that the trial court award a specific amount of prejudgment interest,

and the trial court never exercised its discretion to set a specific amount of prejudgment interest." This claim must fail. The trial court acted within its discretion to grant prejudgment interest in its September 6, 2024 Order. Setting a specific amount was unrequired, as the calculation formula is already laid out by statute and precedent. In its September 6, 2024 Order, the trial court exercised its discretion by entering in this tort case "[j]udgment...in favor of Plaintiffs and against all Defendants...together with prejudgment interest..."[7] Given that this order does not specify any different rate, 41 Pa. Stat. §202's six percent interest rate controlled. *See also East Steel Constructors, Inc.*, 282 A.3d at 858. Finally, prejudgment interest totaled "in the amount of $5,761,120.64 [with] Interest calculated as of 10/8/20, the date the action was commenced."[8] Unlike *In re Estate of Alexander*, Appellants were not 'non-tortious and without notice' of the unjust enrichment. Rather, Appellants have been found liable for intentional fraud and breach of fiduciary duty. Nevertheless, Appellees elected to take "the most conservative approach by calculating prejudgment interest from the commencement of this action" regardless. *See* Appellees' November 26, 2024 Opposition to Emergency Motion to Strike. It is clear from the face of the record that Appellants' claim is contravened by the statute, precedent, and the trial court's express order. Nor was any trial court discretion abused or Prothonotary's authority exceeded to perform a clerical calculation.

Additionally, Appellants alternatively request to "reduce the amount of security...[to] exclud[e] prejudgment interest. Rule of Appellate Procedure 1737 permits this Court to 'increase, decrease, eliminate, or otherwise alter the amount or type of any security...upon cause shown for the modification." However, Appellants have not shown cause to modify the prejudgment

[7] *See* 09/06/2025 Order.
[8] *See* Dkt. 10/31/2024 Praecipe to Enter Judgment.

interest's exclusion. In fact, Appellants have consistently failed to allege any specific error in how the prejudgment interest was calculated, besides that the trial court did not specifically calculate it itself, which is unrequired. This decision was not based on partiality, prejudice, bias, or ill-will. Rather, it is beyond the trial court's power to speculate on what calculation error Appellant takes specific issue with, making modification inappropriate. Because the Court ruled in accordance with Pennsylvania law and the Individual Defendants have failed to demonstrate clear and convincing evidence, there was no abuse of discretion.

For these stated reasons, Appellants' argument under Issue one (1) must fail.

II. THE COURT PROPERLY AWARDED ATTORNEYS FEES UNDER THE OPERATING AGREEMENT BECAUSE THE FEE SHIFTING PROVISION BROADLY APPLIES TO THE FRAUD, UNJUST ENRICHMENT, AND FIDUCIARY DUTY CLAIMS (ISSUE 3)

"Whether to award attorney fees and costs incurred in bringing an action is within the discretion of the trial court, and [the appellate court] will not reverse a trial court's decision on the matter in the absence of an abuse of discretion.'" *Vinculum, Inc. v. Goli Techs., LLC*, 310 A.3d 231, 239 (Pa. 2024) (quoting *Regis Ins. Co. v. Wood*, 852 A.2d 347, 349-50 (Pa. Super. 2004)). Pennsylvania Courts do not commit an abuse of discretion for mere errors of judgment, rather, an abuse of discretion occurs where, "in reaching a conclusion the law is overridden or misapplied, or where it exercises judgment that is "manifestly unreasonable or the result of partiality, prejudice, bias, or ill-will as shown by the evidence of record." *Com. ex rel. Levy v. Levy*, 361 A.2d 781, 785 (Pa. Super. 1976); *Hanrahan v. Bakker*, 186 A.3d 958, 966 (Pa. 2018); *Commonwealth v. Davido*, 106 A.3d 611, 645 (Pa. 2014). A finding of abuse of discretion is only made upon a showing of clear and convincing evidence. *Com. ex rel. McQuiddy v. McQuiddy*, 358 A.2d 102 (Pa. Super. 1976).

Generally, the parties to litigation are responsible for their own counsel fees and costs unless otherwise provided by statutory authority, agreement of parties, or some other recognized exception. *Chatham Communications, Inc. v. General Press Corp.*, 344 A.2d 837, 842 (Pa. 1975). Trial courts have great latitude and discretion in awarding attorney fees when authorized by contract. *See First Pa. Bank, N.A. v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa.*, 580 A.2d 799, 803 (Pa. Super. 1990). Pennsylvania courts routinely enforce contractual provisions entitling a prevailing party to the recovery of its attorneys' fees. *See Bayne v. Smith*, 965 A.2d 265, 270 (Pa. Super. 2009) ("the instant fee-shifting provision for the prevailing party is enforceable as it is neutral in its application and is intended as an indemnification for reasonable attorney's fees incurred."); *Bert Co. v. Turk*, 257 A.3d 93 (Pa. Super. 2021), aff'd, 298 A.3d 44 (2023).

"The duty to scrutinize an attorney fee award is less demanding when an award of attorney fees arises from a bargained-for contract clause rather than from a common fund or statute." *Vinculum, Inc. v. Goli Techs., LLC*, 310 A.3d 231, 245 (Pa. 2024). If a party does not prevail on a contract claim, they are generally not entitled to attorney fees under a fee-shifting provision unless the contract explicitly provides otherwise. *See Slomowitz v. Kessler*, 268 A.3d 1081, 1107–08 (Pa. Super. 2021). "[W]here a court has already decided an issue, that ruling is the law of the case and cannot be re-litigated." *Carmen Enters., Inc. v. Murpenter, LLC*, 185 A.3d 380, 394 (Pa. Super. 2018). Pennsylvania courts are "not permitted to deviate from the plain language of an unambiguous contract under the guise of construction[,] whether in wisdom or folly, expressly agreed." *Vinculum, Inc.*, 310 A.3d at 247 (Pa. 2024). "Contract language is unambiguous when we can ascertain its meaning 'without any guide other than a knowledge of the simple facts on which, from the nature of the language in general, its meaning depends.'" *Bert Co.*, 257 A.3d at 117.

Here, Appellants argue that because the breach of contract claim was dismissed upon

summary judgment that the Amended Operating Agreement (hereinafter "Agreement")'s attorney's fees provision does not apply and cannot be the basis to recover under the American Rule. While this statement is generally consistent with Pennsylvania law, it cannot be applied here. *See Vinculum, Inc.*, 310 A.3d at 242–43. (Pennsylvania Supreme Court finding that the prevailing party was entitled to fees for each breach of the operating agreement); *See Slomowitz*, 268 A.3d at 1107-8 (Denying attorney's fees to a party who did not prevail on their claims, reinforcing the prevailing party requirement). As a threshold matter, the fee-shifting provision unambiguously applies to the fees incurred "in connection" with the Defendants' Motion to Strike, because the Motion is part of the proceedings in which the Court ruled in favor of Plaintiffs.[9] The Agreement requires that fees be awarded for all suits brought interpreting, enforcing, or protecting to the rights established in the agreement.[10]

Specifically, the language reads "If any [action] is brought to enforce...or to protect the rights obtained hereunder... if successful in whole or in part... [T]he prevailing party or parties... shall be entitled to recover from the non-prevailing party or parties hereto any and all of the costs of suit and reasonable attorneys' fees." *Id.* Plaintiffs brought and prevailed on an action to protect their rights and against Defendants' breach of fiduciary duty and unjust enrichment, both of which arose from the ownership rights originated in the Agreement. *Schott v. Westinghouse Elec. Corp.*, 436 Pa. 279, 290, 259 A.2d 443, 448 (Pa. 1969) (An action based on unjust enrichment is an action which sounds in quasi-contract or contract implied in law). Plaintiffs' breach claim enforces the

[9] See 09/06/2024 Order (Decision rendering the suit successful and Plaintiffs the prevailing parties).

[10] Section 14.16 of the Operating Agreement states: If any action, suit or proceeding is brought to enforce or interpret the terms of this Agreement or to protect the rights obtained hereunder, or to recover damages for breach of this Agreement, then, if successful in whole or in part in such action, the prevailing party or parties in such action, suit or proceeding shall be entitled to recover from the non-prevailing party or parties hereto any and all of the costs of suit and reasonable attorneys' fees incurred by the prevailing party or parties in connection therewith, including attorneys' fees on appeal, costs and disbursements, in addition to such other relief to which any such prevailing party or parties may be entitled. Plaintiffs' Proposed Finding of Fact and Proposed Conclusions of Law ("Pls.' PFFCL"), ¶ 295.

fiduciary duties that arise "under" the Agreement. 15 Pa. C.S. §§ 8849.1(d), 8849.2(d). From the text of the fee-shifting provision and the "simple fact[]" that Members and Managers of limited liability companies owe fiduciary duties pursuant to statute, this Court can "ascertain," per *Bert Co.*, that the fee-shifting provision unambiguously applies and that Plaintiffs are entitled to the attorneys' fees incurred with regards to the Motion to Strike. *See* §§ 8849.1, 8849.2 (establishing fiduciary duties of LLC Members and Managers). The fraud claim also meets the requirement, as the claim arose from the Individual Defendants defrauding the Plaintiffs of eight percent of the twelve percent membership interest expressly memorialized in the Agreement.[11]

This Court, in awarding plaintiffs its attorneys' fees, interpreted the "or" language of the Agreement broadly to apply to all actions protecting the rights of the prospective plaintiff suing under the Agreement. This decision was not based on partiality, prejudice, bias, or ill-will. Rather, this decision was made in consistency with the American Rule and principles of contract law. Based on the Court's prior award of attorney's fees, the contractual language awarding attorney fees, and the fact that it ruled in favor of plaintiffs for the fraud, breach of fiduciary duty, and unjust enrichment claims, the burden of plaintiffs' attorneys fees has shifted to the defendants. Because the Court ruled in accordance with Pennsylvania law and the individual defendants have failed to demonstrate clear and convincing evidence that it has not, this Court did not abuse its discretion.

Therefore, Appellants argument under Issue three (3) must fail.

[11] *See* Pls.' PFFCL, 1:2, 7:33.

III. THE COURT PROPERLY AWARDED PLAINTIFFS ATTORNEYS' FEES IN CONNECTION WITH THE MOTION TO STRIKE UNDER A CONTRACTUAL BASIS STEMMING FROM THE LANGUAGE OF THE AGREEMENT (ISSUE 4)

"Whether to award attorney fees and costs incurred in bringing an action is within the discretion of the trial court, and [the appellate court] will not reverse a trial court's decision on the matter in the absence of an abuse of discretion.'" *Vinculum, Inc. v. Goli Techs., LLC*, 310 A.3d 231, 239 (Pa. 2024) (quoting *Regis Ins. Co. v. Wood*, 852 A.2d 347, 349-50 (Pa. Super. 2004)). Pennsylvania Courts do not commit an abuse of discretion for mere errors of judgment, rather, an abuse of discretion occurs where, "in reaching a conclusion the law is overridden or misapplied, or where it exercises judgment that is "manifestly unreasonable or the result of partiality, prejudice, bias, or ill-will as shown by the evidence of record." *Com. ex rel. Levy v. Levy*, 361 A.2d 781, 785 (Pa. Super. 1976); *Hanrahan v. Bakker*, 186 A.3d 958, 966 (Pa. 2018); *Commonwealth v. Davido*, 106 A.3d 611, 645 (Pa. 2014). A finding of abuse of discretion is only made upon a showing of clear and convincing evidence. *Com. ex rel. McQuiddy v. McQuiddy*, 358 A.2d 102 (Pa. Super. 1976).

"The general rule within this Commonwealth is that each side is responsible for the payment of its own costs and counsel fees absent bad faith or vexatious conduct," *McMullen v. Kutz*, 985 A.2d 769, 775 (Pa. 2009). "This so-called 'American Rule' holds true unless there is express statutory authorization, a clear agreement of the parties or some other established exception," *McMullen*, 985 A.2d at 775 (quoting *Mosaica Academy Charter School v. Com. Dept. of Educ.*, 813 A.2d 813, 822 (Pa. 2002)); *Chatham Communications, Inc. v. General Press Corp.*, 344 A.2d 837, 842 (Pa. 1975).

Section 14.6 ("fee-shifting provision") of the Agreement of Ilera Holdings LLC ("Ilera 1")

entitles Plaintiffs to attorneys' fees incurred in responding to Individual Defendants' Motion to Strike. As a general threshold matter, the Court has already determined that the provision applies to plaintiffs' suit, first in the Order finding for plaintiffs in their case-in-chief, and again when granting plaintiffs' First Fee Application.[12] In adopting the Plaintiffs' Proposed Findings of Fact and Conclusions of Law in full, the Court decided that plaintiffs "prevailed in this action to enforce their rights under the [Agreement]," finding that individual defendants defrauded them of what they were otherwise entitled to under the Agreement, and had engaged in multiple breaches of fiduciary duty. Plaintiffs were thus "entitled to recover all reasonable costs and attorneys' fees incurred in the course of this action."[13] (adopting in full Pls.' PFFCL). Because the Court has already decided that the Agreement entitles plaintiffs to attorneys' fees, the "issue" of fee-shifting provision's applicability may not be re-litigated. Therefore, the agreement must control the Court's present review of the Fee Petition. More specifically, the fee-shifting provision allows for the recovery of legal fees incurred in the course of responding to the Individual Defendants' Motion to Strike. The fee-shifting provision provides that,

> [i]f any action, suit or proceeding is brought to enforce or interpret the terms of this Agreement or to protect the rights obtained hereunder, or to recover damages for breach of this Agreement, then, if successful in whole or in part in such action, the prevailing party or parties in such action, suit or proceeding shall be entitled to recover from the non-prevailing party or parties ... any and all of the costs of the suit and reasonable attorneys' fees incurred ... in connection therewith."

Pls.' PFFCL, at ¶ 295.

First, this Court's review of plaintiffs' present Fee Petition was controlled by its previous rulings that the Agreement entitled plaintiffs to attorneys' fees incurred in their action against individual defendants. Second, the fee-shifting provision applies to the Motion to Strike because

[12] *See* Plaintiffs' Reply to Defendants' Memorandum in Opposition, 2:6.
[13] Pls.' Proposed Findings of Fact and Conclusions of Law ("Pls.' PFFCL"); *see* 09/06/2025 Order

its broad, unambiguous language covers all fees incurred in "connection with" an action to enforce or protect the rights obtained in the Agreement, such as plaintiffs' suit against individual defendants for fraud and breach of fiduciary duty. This decision was not based on partiality, prejudice, bias, or ill-will. Rather, this decision was made in consistency with the American Rule and principles of contract law. Because the Court has ruled in accordance with Pennsylvania law and the individual defendants have failed to demonstrate clear and convincing evidence that the Agreement does not entitle plaintiffs' to attorneys' fees, the Court did not abuse its discretion in directing the plaintiffs to file a fee petition.

For these stated reasons, the arguments raised in Issue four (4) must fail.

IV. APPELLANT'S REMAINING ISSUE RAISED IN ITS 1925(b) STATEMENT OF MATTERS COMPLAINED OF ON APPEAL IS NOT CONCISE, IS VAGUE IN NATURE, AND SHOULD BE DEEMED WAIVED (ISSUE 2)

Under Pa. R.A.P. 1925(b)(4)(ii), a 1925(b) statement "shall concisely identify each error that the appellant intends to assert with sufficient detail to identify the issue to be raised for the judge." Pa. R.A.P. 1925(b)(4)(ii). The Statement "should not be redundant or provide lengthy explanations" of any error, though sheer number alone as to issues that are presented concisely and non-frivolously will not result in automatic waiver. Pa. R.A.P. 1925(b)(4)(iv). "Issues not included in the Statement and/or not raised in accordance with the provision of this paragraph (b)(4) are waived." Pa. R.A.P. 1925(b)(4)(vii); *Commonwealth v. Schofield*, 888 A.2d 771, 774 (Pa. 2005). Even when a 1925(b) Statement is timely filed, "[A] Pa. R.A.P. 1925(b) is not satisfied by filing any statement. Rather, the statement must be 'concise' and coherent as to permit the trial court to understand the specific issues being raised on appeal." *Tucker v. R.M. Tours*, 939 A.2d 343, 346 (Pa. Super. Ct. 2007). Courts have also indicated that general propositions or statements of error will not suffice for purposes of raising issues on appeal. *See Lineberger v. Wyeth*, 894

A.2d 141, 148-9 (Pa. Super. Ct. 2006) (citing Pa.R.A.P. 302(a) and holding that Appellant's very general proposition that the trial court erred when it granted a summary judgment motion was so vague that it resulted in waiver). When an appellant fails to adequately identify in a concise manner the issues sought to be pursued on appeal, the trial court is impeded in its preparation of a legal analysis which is pertinent to those issues." *In re Estate of Daubert*, 757 A.2d 962, 963 (Pa. Super. Ct. 2000).

Accordingly, "a [1925(b)] Statement which is too vague to allow the court to identify the issues raised on appeal is the functional equivalent of no [1925(b)] Statement at all." *Commonwealth v. Dowling*, 778 A.2d 683, 686-687 (Pa. Super. Ct. 2001). Ultimately, "even if the trial court correctly guesses the issues [a]ppellant raises on appeal and writes an opinion pursuant to that supposition, the issue is still waived." *Commonwealth v. Heggins*, 809 A.2d 908, 911 (Pa. Super. Ct. 2002); (internal citation omitted). Pennsylvania Courts have specifically held that Courts may not engage in speculation on appeal regarding the merits of an Appellant's claims and that failure to present meaningful claims can result in waiver. *Commonwealth v. Miller*, 987 A.2d 638, 661 (Pa. 2009); *Commonwealth v. Hodges*, 193 A.3d 428, 432 (Pa. Super. Ct. 2018) ("We agree with the trial court that Appellant's Rule 1925(b) statement failed to present a meaningful claim and left the court to speculate as to Appellant's basis or bases for relief. As such, a finding of waiver is warranted.").

Here, Appellants essentially argue that this Court erred to the extent that it granted attorneys' fees incurred by the Motion to Strike because the plaintiffs lacked any entitlement to recover and because this Court's underlying decisions in plaintiffs' favor were in error. Even summarized generously, this is a general statement of error that amounts to no more than a vague disagreement with the Court's ruling. This is analogous to *Lineberger*, where the Appellant argued

that the trial court erred when it granted Appellee's summary judgment motion. *Lineberger*, 894 A.2d at 149. Because the Appellant merely reiterated the arguments raised in her opposition to Appellee's motion for summary judgment, the Superior Court of Pennsylvania found the issue was vague and waived on appeal. *Id.* Similarly, Appellants here state that "Plaintiffs lacked any entitlement to recover on its claims... and because the decisions on the merits entered in plaintiffs' favor on September 6, 2024, and October 1, 2024, were in error."[14] The issue Defendants-Appellants raised is twofold: (1) The plaintiffs are not entitled to recover; and (2) the Court's September 1, 2024 and October 1, 2024 decisions were made in error. Neither issue states a basis to support its argument or articulate any standard of law, much like the issue raised in the *Lineberger* case. The Appellants argue that the Court was wrong and that plaintiffs were not entitled to attorney fees, but they do not articulate why that is. The Court is left to guess what specific issue is being raised on appeal, and what standard it is being raised under. The statement is vague, and in effect is no statement at all. *Dowling*, 778 A.2d at 686-687. Pennsylvania law dictates that issues not raised in accordance with the standards of Rule 1925(b)(4) are waived. Pa. R.A.P. 1925(b)(4)(vii); *Schofield*, 888 A.2d at 774. Appellants have failed to raise a concise and coherent issue and have thus failed to preserve it for appellate review.

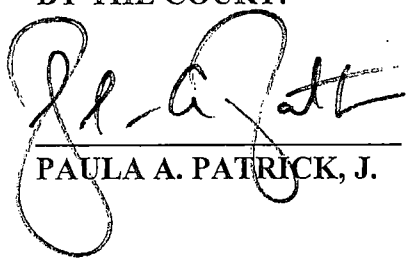
Accordingly, Issue two (2) should be waived on appeal as not concise for failure to meet the requirements of Pa. R.A.P. 1925(b)(4)(vii).

[14] *See* Defendants' (Appellants') Rule 1925(b) Statement

CONCLUSION

For all the foregoing reasons, this Court respectfully requests that its judgment be affirmed in its entirety.

BY THE COURT:



PAULA A. PATRICK, J.