

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

GOLDJOY NOTE, LLC,	JULY TERM, 2022
<i>Plaintiff,</i>	No. 659
v.	COMMERCE PROGRAM
ZILA REYES ACOSTA-GRIMES,	CONTROL NUMBER 22081616
<i>Defendant.</i>	

ORDER

AND NOW, this 2nd day of December 2022, upon consideration of Defendant's petition to strike and /or open confessed judgment, Plaintiff's responses and all other matters of record, it is hereby **ORDERED** that the petition to strike is DENIED. The petition to open is GRANTED for reasons explained in the accompanying Opinion.

AND, it is **ORDERED** that the parties may engage in discovery, if desired, for sixty (60) days after entry of this Order. A trial date will be scheduled upon petition of a party after a Scheduling Conference or *sua sponte* by the court after the discovery deadline has passed.

BY THE COURT



RAMY I. DJERASSI, J.

220700659-Goldjoy Note Llc Vs Acosta-Grimes



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**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
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<b>GOLDJOY NOTE, LLC,</b>		<b>JULY TERM, 2022</b>
	<i>Plaintiff,</i>	<b>No. 659</b>
<b>v.</b>		<b>COMMERCE PROGRAM</b>
<b>ZILA REYES ACOSTA-GRIMES,</b>		
	<i>Defendant.</i>	<b>CONTROL NUMBER 22081616</b>

**OPINION**

Defendant Zila Reyes Acosta-Grimes files this petition to open and/or strike confessed judgment. For the reasons which follow, the petition is granted and the confession of judgment is opened.

This matter arises from two loans, totaling \$400,000, made by non-party Goldjoy Properties LLC, to non-party 5546 Bloyd Street Acquisition, LLC. The loans were memorialized in two Promissory Notes, executed on October 31, 2017, and April 5, 2018. Defendant was a personal guarantor of the loans, and signed Guarantees to that effect on October 31, 2017, and April 5, 2018. The loans were modified on May 1, 2019, by the Loan Amendment, which Defendant also signed. Rights to the loans were transferred to Plaintiff by allonges to the First and Second Notes on January 24, 2022.

The Notes matured on April 30, 2020. Goldjoy Properties made written demand for payment of 5546 Bloyd Street Acquisition, and of Guarantor Brian K. Grimes, Jr., on July 13, 2021. On March 21, 2022, a written demand was made of Defendant. Plaintiff confessed judgment for the total amount of the loans, \$400,000, along with interest and attorney's fees of 15 percent, on July 8, 2022. Defendant filed the instant petition on August 8, 2022.

“A confessed judgment will be stricken ‘only if a fatal defect or irregularity appears on the face of the record.’ A judgment by confession will be opened if the petitioner acts promptly, alleges a meritorious defense, and presents sufficient evidence in support of the defense...”

Ferrick v. Bianchini, 2013 PA Super 116, 69 A.3d 642, 647 (2013).

Two of Defendant’s alleged grounds to strike/open are not fatal in our view. The first is an error on the promissory notes involving the street number of an underlying property for which debt was taken. The second is a claim that an allonge was not “firmly affixed” to the notes. Neither of these rises to the level of granting Defendant’s petition since both are formal “defects, mistakes, and omissions in confessions of judgment that may be corrected by amendment where the cause of action is not changed, where the ends of justice require the allowance of such amendment and where the substantive rights of defendant or of any third persons will not be prejudiced. *Centennial Bank v Germantown Stevens Academy*, 277 Pa. Super. 134, 138-139, 419 A2d 698, 700 (1980) citing *West Penn Sand & Gravel Co. v. Shippingport Sand Co.*, 367 Pa. 218, 222, 80 A.2d 84, 85 (1951).

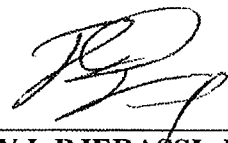
However, alleged discrepancies relating to the claimed joint and several liability of Guarantors are problematic and substantive. Mistakes on the underlying property addresses, if proven, may alter respective obligations of the individual Guarantors, potentially relieving one or more of them from joint liability. Similarly, alleged mistakes on the identification of alleged payees may have substantive bearing on the obligations of these individual Guarantors, again in the context of claimed joint liability. A trial is necessary to assure that no unjust injury takes place by confession of judgment.

Accordingly, the court grants Defendant’s petition to open. The parties may engage in discovery, if desired, for sixty (60) days after entry of our Order and Opinion. A trial date will be

scheduled upon petition of a party for a Scheduling Conference, or *sua sponte* by the court after the discovery deadline has passed.

DATE: December 2, 2022

**BY THE COURT**

A handwritten signature in black ink, appearing to read 'Ramy I. Djerasi', written over a horizontal line.

**RAMY I. DJERASSI, J.**