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

1845 WALNUT ASSOCIATES, LTD.,

Plaintiff,

v.

SACKS WESTON, LLC,

Defendant.

MAY TERM, 2024

No. 3191

COMMERCE PROGRAM

CONTROL NUMBER 24065263

ORDER

AND NOW, this 10th day of September, 2024, after consideration of the petition to open or strike the confessed judgment of defendant Sacks Weston, LLC, and any response, it is hereby **ORDERED AND DECREED** that the petition is **DENIED**.

BY THE COURT:


PAULA A. PATRICK, J.

DOCKETED

SEP 10 2024

R. POSTELL
COMMERCE PROGRAM

ORDRC-1845 Walnut Associates Ltd By Its Sole Gp 1845 Wal [RCP]



24050319100010

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

1845 WALNUT ASSOCIATES, LTD.,	MAY TERM, 2024
<i>Plaintiff,</i>	No. 3191
v.	COMMERCE PROGRAM
SACKS WESTON, LLC,	CONTROL NO. 24065263
<i>Defendant.</i>	

OPINION

Before the Court is the petition to open or strike the confessed judgment of defendant Sacks Weston, LLC. For the reasons which follow, the petition is denied.

On September 27, 2013, the parties entered into a commercial lease agreement under which defendant (then known as “Sacks, Weston, Petrelli, Diamond & Millstein, LLC) rented office space at 1845 Walnut Street, Philadelphia. The lease was subsequently amended on June 10, 2014, and on February 29, 2016. Plaintiff asserts that defendant defaulted, and that in exchange for plaintiff’s forbearance, the parties entered into a Third Amendment to the Lease with Tenant on or about May 15, 2022, under which a warrant of attorney to confess judgment for money damages as well as for possession was added to the lease. Plaintiff asserts that defendant again defaulted, and on May 28, 2024, plaintiff confessed judgment for \$101, 967.74.

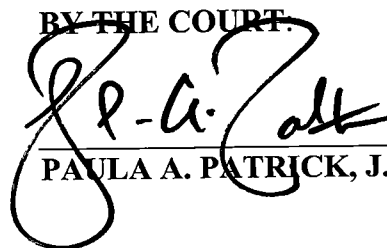
Defendant filed this petition to open or strike the judgment on June 26, 2024. Defendant asserts that this constitutes a fatal defect requiring the judgment to be stricken.

“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 to require the submission of the issues to a jury.”¹

Defendant asserts that the warrants of attorney in the third amendment were not signed, but only initialed, and that the amendment does not identify who executed it. They argue that this constitutes a fatal defect requiring the judgment to be stricken. The third amendment to the lease is signed for Sacks Weston LLC, but the printed identification under the signature says “member.”² Initialing the warrants of attorney as well as executing the document has been found by our courts to be “a clear manifestation of consent.”³ This Court sees no fatal defect here.

Defendant argues that the judgment should be opened because plaintiff did not provide evidence of who executed the third amendment. First, the burden is on the petitioner/defendant to open a judgment to allege a meritorious defense to the judgment and to provide evidence of it. Additionally, defendant’s managing member, Andrew Sacks, emailed the signed and initialed copy of the lease back to plaintiff.⁴ Defendant has not met the requirements to open the judgment, and the petition is therefore denied.

BY THE COURT.

PAULA A. PATRICK, J.

¹ *Ferrick v. Bianchini*, 69 A.3d 642, 647 (Pa. Super. 2013) (internal citations omitted).

² Third Amendment to the Lease, Exhibit 4 to plaintiff’s complaint in confession of judgment, pp.4-5, 9, Dkt. at 5/28/2024.

³ *Ferrick v. Bianchini*, 69 A.3d at 652.

⁴ Email, Exhibit 1 to plaintiff’s opposition to the petition to strike or open confessed judgment, Dkt. at 7/16/2024.