IN THE COURT OF COMMON PLEAS OF PHILADELPHIA

FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

CIVIL TRIAL DIVISION

ALAN L. FRANK LAW ASSOCIATES, P.C.	:	Case ID: 250601482
v.	:	
SHLOMO PEER, et al.	:	No. 3087 EDA 2025

OPINION

ERDOS, J. **March 26, 2026**

This appeal arises from the Court's order denying Appellants' Petition to Strike, or in the alternative, Open the default judgment entered against them. For the reasons that follow, the Court asks that its order be affirmed.

FACTS

Appellant Lilach Peer, along with non-appealing defendant Shlomo Peer, are a married couple residing in Philadelphia. Appellants Peer Management Inc., 2727 Thompson Webb LLC, SLNP Properties LLC, Goorin LLC, and Pakal Property Inc. ("Peer Businesses") are all companies registered to do business in the Commonwealth of Pennsylvania (collectively, the Peers and Peer Businesses will be referred to as "Defendants"). Each company's main office is listed at the address of the Peers' apartment in Philadelphia. Appellee Alan L. Frank Associates,

P.C. ("ALF") is a law firm representing individuals and business entities in, among other things, commercial litigation matters, with attorneys licensed to practice in Pennsylvania.

In June 2024, Shlomo Peer retained ALF to represent him and the Peer Businesses in two matters filed in the Philadelphia Court of Common Pleas: the defense of a lawsuit filed against them by one Dror Ben Ezri, and a separate lawsuit initiated by them against Mr. Ezri. Shortly thereafter, ALF's retention expanded to include defending Mr. Peer and 2727 Thompson Webb LLC in two confession of judgment actions brought against them by Meridian Bank. ALF additionally began representing Lilach Peer in the two Ezri matters as well. The terms of ALF's representation, outlined in a letter sent on June 3, included a $15,000 advance retainer to be paid in two $7,500 installments, with any incremental billing to be paid monthly thereafter. ALF proceeded to represent Defendants in the above legal matters over the course of the next year.

From the beginning of its representation through May 28, 2025, ALF billed Defendants for 451.9 hours of professional work, totaling $194,243.91 including the retainer. Defendants made a total of $40,000 in payments, and ALF voluntarily reduced the balance by an additional $20,000, leaving a remaining balance of $134,243.91. ALF continued to provide representation, even though no additional payments were made after December 19, 2024, based on the Peers' assurances that the invoices would be paid. On May 28, ALF sent a final written demand for payment, which Defendants have not responded to. Accordingly, ALF commenced the instant action on June 12, 2025, bringing claims of breach of contract, *quantum meruit*, promissory estoppel, and account stated against Defendants.

The Complaint was served on all Defendants at the Peers' Philadelphia apartment on June 20. On July 14, after none of the Defendants had answered the Complaint, ALF filed a praecipe for default judgment and sent a ten-day notice of intent to Defendants. Two weeks later,

on July 28, Shlomo Peer filed an answer with a new matter on behalf of himself. With no filings by Lilach Peer or any of the Peer Businesses, judgment by default was entered against them the next day in the amount of $144,028.91: from Appellants' outstanding balance of $134,243.91, ALF asked that the $20,000 reduction that it had previously made be readded due to alleged misrepresentations by the Peers about their intention to make further payments. ALF also voluntarily subtracted $10,215 in charges that it billed from April 24 to May 28, 2025 for work it did on the instant case.

Sixteen days later, Appellants filed a joint Petition to Strike/Open the default judgment against them on multiple grounds. On October 24, the Court denied the Petition. Appellants then filed a Motion for Reconsideration of the Court's order. Before the Court could decide that Motion, Appellants filed this instant appeal of the October 24 order with the Superior Court. The Motion was subsequently denied.

ISSUE

Appellants raise the following seven consolidated issues in their statement of errors filed pursuant to Pa.R.A.P. 1925(b):

1. The Court erred when it denied the Petition to Strike/Open the default judgment due to a misapprehension about preliminary objections being required.
2. The Court erred when it denied the Petition even though the prothonotary entered a judgment that was different from the amount that Appellee sought in the Complaint.
3. The Court erred when it denied the Petition even though the default judgment amount was apparently incorrect on the face of the record.
4. The Court erred when it denied the Petition even though none of the Appellants had been properly served the Complaint by the time default judgment was entered.

5. The Court erred when it denied the Petition on the grounds that Appellants did not explain their delay in answering the Complaint when Appellants were initially unrepresented in this action and thus had no one who could file answers on behalf of the Peer Businesses.
6. The Court erred when it allowed discovery in aid of execution where the damages had not yet been judicially determined.
7. The Court erred when it concluded that Appellants were parties to the contact between Shlomo Peer and Appellee and thus subject to default judgment, as well as when it found the retainer agreement between Mr. Peer and Appellee to be enforceable.

DISCUSSION

PETITION TO OPEN DEFAULT JUDGMENT

A petition to strike a default judgment and a petition to open a default judgment are "two distinct remedies, which are generally not interchangeable." Oswald v. WB Public Square Associates, LLC, 80 A.3d 790, 794 n.3 (Pa. Super. 2013). A petition to open a judgment is subject to the discretion of the court, pursuant to a three-part test; "(1) the petition to open must be promptly filed; (2) the failure to appear or file a timely answer must be excused; and (3) the party seeking to open the judgment must show a meritorious defense." Cintas Corp. v. Lee's Cleaning Services, Inc., 700 A.2d 915, 919 (Pa. 1997). A petition to strike a judgment, on the other hand, involves no discretion on the part of the court, but rather operates as a demurrer which will be granted if a fatal flaw appears on the face of the record at the time judgment was entered. Id. As Appellants' Petition asked the Court to either strike or open the judgment, as is common, both standards are relevant here.

Appellants begin by arguing that the Court denied their Petition to Open the judgment due to a misapprehension about preliminary objections being required, referring to the requirements of Pa.R.C.P. 237.3(a). As that rule states, "A petition for relief from a judgment of non pros or by default entered pursuant to Rule 237.1 shall have attached thereto a copy of the complaint, preliminary objections, and/or answer which the petitioner seeks leave to file." This rule unambiguously requires that a petitioner moving for relief from a default judgment **shall** attach an accompanying answer and/or preliminary objections. It is not an optional requirement.

Here, Appellants point to a portion of their brief where they list six preliminary objections that they **will** assert only if/after the default judgment is opened. See Appellant's Brief in Support of Petition to Strike/Open Default Judgment filed 8.14.25 at ¶¶ 55-59. These hypothetical objections are supported by just two sentences each, stating very generally what their basis is with no accompanying legal support. Id. at ¶ 58. They conclude by assuring the Court that there are "numerous other P.O.s" that will be asserted as well, so long as the Petition is granted. Id. It cannot be said that this vague list satisfies the required attachment of preliminary objections. It is not enough to simply allude to an unspecific portion of the full volume of points that they may raise in the future. Appellants themselves even concede that their objections were not actually filed. A pledge to do so only upon the judgment being struck or opened is clearly contrary to the plain language of Rule 237.3(a). They failed to abide by the requirements of the rule and are now asking that this failure be overlooked, which would amount to this Court improperly "overriding" the rule. Rivers End Animal Sanctuary and Learning Center, Inc. v. Eckhart, A.3d 1220, 1224 (Pa. Super. 2021).

Despite a failure to comply with Rule 237.3(a), the Superior Court has held that a petitioner would nonetheless be entitled to relief if the petition met the requirements of the three-

part test. Smith v. Morrell Beer Distributors, Inc., 29 A.3d 23, 28 (Pa. Super. 2011). Here, however, it did not. Notably, Appellants' Petition was filed on August 14, sixteen days after default judgment was entered and thus outside of the ten-day window provided in Rule 237.3(b)(2). While the rule automatically presupposes compliance with prongs one and two for a petition filed within this window, one filed outside of it must affirmatively satisfy all three requirements. Myers v. Wells Fargo Bank, 986 A.2d 171, 176 (Pa. Super. 2009).

There is no specific period within which a petition to open judgment is considered timely, but rather the court must consider both the length of time elapsed and the reason given for the delay. Id. While sixteen days does fall on the higher end of delays that courts have previously excused[1], it is likely not so long as to render the Petition untimely without also considering the reason. Appellants justify it on the grounds that they only retained counsel on the tenth day of the window and filed their Petition as soon as possible thereafter. See Appellants' Brief at ¶¶ 41-42. The lack of counsel was also cited to excuse their failure to file a timely answer, per the second requirement, as the Peer Businesses were unable to make any filings without an attorney and Lilach Peer was allegedly unable to do so due to a combination of "despair" and childcare obligations. Id. at ¶¶ 60-62.

While the Court is sympathetic to the personal struggles that come with being made party to a lawsuit, the fact remains that Appellants were served the Complaint on June 20. They had ample notice and were able to retain counsel at any point prior to the entry of judgment against them over a month later. They admit that they interviewed at least seven candidate attorneys in the time between the commencement of the litigation and filing their Petition. Id. at ¶ 60. The Superior Court has specifically rejected the failure to obtain counsel despite having notice to do

[1] See Appellant's Motion for Reconsideration filed 11.22.25 at ¶ 11.

so as a valid excuse for purposes of prongs one and two. U.S. Bank N.A. v. Mallory, 982 A.2d 986, 996 (Pa. Super. 2009). Whether the Petition presented a meritorious defense is irrelevant, as all three prongs must be met before the judgment may be opened. Id. at 997. The Court properly concluded that Appellants failed to satisfy the necessary requirements to open the judgment against them and thus declined to do so.

ASSESSMENT OF DAMAGES

Judgment by default was entered against Appellants for failure to plead or otherwise defend in the amount of $144,028.91. They argue that this number was improper because it does not precisely match Appellee's demand in the Complaint, that the prothonotary was thus not empowered to enter it, and that the Court was thus required to strike the judgment as void. Appellee contends that the difference between the precise amount pled and the actual award is indeed supported by the record; the $10,215 in charges accumulated from April 24 to May 28 come from Appellee's work drafting its demand letter and the instant Complaint, which it did not seek to recoup in default, while the $20,000 credit was removed because it was allegedly given only due to misrepresentations by Appellants about their intention to pay the remaining balance. See Appellee's Brief in Opposition to Petition filed 9.4.25 at 15.

When judgment by default is entered, "the prothonotary shall assess damages for the amount to which the plaintiff is entitled if it is a sum certain or which can be made certain by computation." Pa.R.C.P. 1037(b)(1). Appellants cite several cases to assert that a prothonotary violates this rule when they enter damages unsupported by the complaint. See Appellant's Brief at ¶ 26. On this, the Court is in agreement. The problem for their position is that the damages sought in this case are unequivocally a sum certain rooted in the facts of the Complaint; Appellee

is not seeking equitable relief, it is asking for repayment of a particular amount of money that was determined by a simple computation of precise, documented figures.

In the most relevant case that Appellants cite, Maiorana v. Farmers & Merchants Bank, 466 A.2d 188, 190 (Pa. Super. 1983), the Superior Court found the prothonotary's assessment of damages violated Rule 1037(b) because the complaint there only prayed for judgment "in excess of $10,000.00," and stated that the plaintiffs' interests, including a $200,000 mortgage, were merely "placed in jeopardy." Based on these imprecise demands and uncertain amount of losses, the entry of judgment was done erroneously. Id. This is clearly distinguishable from the situation here, where all the numbers in question are identified with specificity in the record and the only requirement to get the final amount was basic arithmetic.

Appellants then argue that even if the prothonotary was empowered to assess damages, the resulting judgment was miscalculated and thus is incorrect on its face. According to them, the $20,000 courtesy credit was improperly added back to the amount that they owe without justification, and as such the judgment is not countenanced by the Complaint. See Appellant's Brief at ¶ 36-37. However, contrary to this assertion, the Complaint did specifically ask for reimbursement of the courtesy credit and Appellee provided justification in asking. See Complaint, Count III at ¶ 62. Damages assessed in default need not match the precise prayer of the complaint if the final amount is a sum certain to which the plaintiff is entitled, and in any case the reimbursement is in fact part of the Complaint and is supported by the record.

Finally, Appellants identify an apparent error with the amount that Appellee billed in April and May which was subsequently removed from the judgment; according to the slip listing of all billing done by Appellee throughout its representation of Defendants, there are five charges listed for the period of April 24 to May 27, 2025 totaling only $4,360 (90 + 1,120 + 1,050 +

1,225 + 875). See Complaint, Exhibit B at 32, 33. This is clearly different from the $10,215 cited in the assessment of damages. In fact, it is off by exactly $5,855 which, perhaps not coincidentally, is the same amount listed in the last invoice that Appellee sent to Defendants on May 28 and attached to its demand letter. See Complaint, Exhibits D, G.

Most of the charges on this invoice are the same as those from the full list for the relevant period, with identical dates, descriptions, and charges. Id. The only differences are that the invoice includes two new bills for preparing for and attending a hearing on a motion to withdraw as counsel on May 28, adding an additional $1,585, and yet it does not include the $90 from April 24 found in the slip listing. Id. It certainly appears that the discrepancy in this amount stems from four charges totaling $4,270 mistakenly being counted twice in the assessment. That number doubled ($8,540) plus the $90 from the slip listing and the $1,585 from the invoice equals $10,215. Given the neatness with which these figures add up, the Court must conclude that this is indeed what happened.

Appellants argue that this error renders the judgment void, and as such the Court was required by law to strike it. "As a general matter ... issues not raised in lower courts are waived for purposes of appellate review, and they cannot be raised for the first time on appeal." Trigg v. Children's Hospital of Pittsburgh of UPMC, 229 A.3d 260, 269 (Pa. 2020) (citing Pa.R.A.P. 302(a)). While Appellants did raise an objection in their Petition to the amount of the damages, they only cited Appellee's removal of the $20,000 courtesy credit as an issue. See Appellant's Brief at ¶¶ 36-37. The matter of the apparently incorrect calculation of charges was not specifically raised in either the Petition or the Motion for Reconsideration, but instead was identified for the first time in the 1925(b) Statement. While this would typically result in waiver, as the Court was never given an opportunity to consider the issue prior to this appeal, it is true

that a litigant may seek to strike a void judgment at any time, as the question of whether a default judgment is void *ab initio* cannot be waived. Mother's Restaurant, Inc. v. Krystkiewicz, 861 A.2d 327, 337 (Pa. Super. 2004).

If a fatal defect or irregularity is apparent from the face of the record, the default judgment will be considered void because the prothonotary would have never had authority to enter it. Wells Fargo Bank, N.A. v. Lupori, 8 A.3d 919, 920–21 (Pa. Super. 2010). On this point, however, there is a crucial distinction between judgments which are void and those which are merely voidable. The general rule is that if a judgment is sought to be stricken for an irregularity, **not jurisdictional in nature**, then the judgment is voidable rather than void *ab initio*. Oswald, 80 A.3d at 797 (original emphasis). In that case, the application to strike must be made within a reasonable time. Id.

On the issue of damages, any error in the assessment constitutes a voidable error rather than one which renders the judgment void from the outset. A miscalculation in the amount that Appellants owe is not jurisdictional in nature and would instead, if anything, be considered a mere irregularity. For a judgment to be void the prothonotary must have never had the power to enter it, but the prothonotary here did have authority to enter the judgment against Appellants. The fact that a mistake may have been made in the assessment of damages does not mean that the judgment itself was invalid. Therefore, as timeliness is relevant, any irregularity in the judgment must be deemed waived, both because Appellants did not preserve the issue for appeal and, as discussed at length previously, they did not have a reasonable excuse to justify the late filing of their Petition to Strike in the first place.

FAILURE TO SERVE THE COMPLAINT

Even though Appellants again did not raise the issue of improper service prior to their 1925(b) Statement, a party's failure to conform to service requirements under the Pennsylvania Rules of Civil Procedure constitutes a fatal defect that renders a judgment void. 1650 East 47th LLC v. 360 Degrees of Perfection, 331 A.3d 63, 74 (Pa. Super. 2025). Therefore, if the Complaint was not served then the Court did not have personal jurisdiction over Appellants at the time that judgment by default was entered, rendering the judgment a nullity even if the lack of jurisdiction was later waived.

When deciding if there are fatal defects on the face of the record, a court may only look at what was in the record when the judgment was entered. Cintas Corp., 700 A.2d at 917. Appellee filed an Affidavit of Service on June 26, 2025 showing that Shlomo Peer was served the Complaint at his apartment on June 20. See Affidavit of Service filed 6.26.25. For some reason there were no similar affidavits for any of the Appellants attached to this filing, although the corresponding Docket entry nevertheless indicates that all of the Defendants were served at the same time.[2] These missing Affidavits only appeared much later attached to a praecipe filed by Appellee, and they do confirm that Appellants were indeed served on June 20 through Shlomo Peer as a family member and registered agent. See Praecipe to Attach filed 12.11.25. Appellants contend that, if they were not in the record for the Court to consider at the time, there was no evidence of proper service and thus a fatal defect existed when the judgment was entered.

The Court cannot say with certainty what the precise circumstances surrounding the Affidavits of Service for Appellants were before they actually appeared in the record. Like the

[2] The text of the Docket Entry accompanying the Peer Affidavit reads as follows: "AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON SLNP PROPERTIES LLC, SHLOMO PEER, PEER MANAGEMENT INC, PAKAL PROPERTY INC, LILACH PEER, GOORIN LLC AND 2727 THOMPSON WEBB LLC BY PERSONAL SERVICE ON 06/20/2025 FILED. (FILED ON BEHALF OF ALAN L FRANK LAW ASSOCIATES PC)."

Peer Affidavit they are all signed and dated June 24 and indicate that service took place on June 20, and the Court has no reason to believe that these dates are false. Id. Therefore, knowing that they did indeed exist on June 26, it is unknown whether Appellee, by mistake or otherwise, failed to include them with the Peer Affidavit or whether they were included but an error during the filing process resulted in them not being uploaded to the Docket. Appellants' names being included in the Docket Entry does suggest that their Affidavits were present and seen by the individual who wrote the entry and uploaded the Peer Affidavit, possibly indicating a mistake on the administrative side.

Unfortunately, as this issue was not raised prior to appeal, the Court was not made aware of a potential service issue and did not have an opportunity to question any parties on the record about what may have happened. It is clear, both from the Affidavits themselves and Appellants' own filings, that the Complaint was indeed properly served on all of them.[3] However, the question is whether evidence of service existed in the record at the time that default judgment was granted. The Court believes that it did.

In addition to the Docket Entry, which indicated that service took place and which the Court had no reason to investigate or question, Appellee attached a Certification to its Praecipe to Enter Default Judgment. In it, attorney for Appellee, Samantha A. Millrood, Esq., duly swore that the Complaint was served on all Defendants on June 20 as per the Affidavits. See Praecipe to Enter Default Judgment filed 7.29.25; Attach. Certification of Samantha Millrood. As this Certification was filed concurrently with the Praecipe, it was present in the record when the default judgment was entered by the prothonotary. Therefore, the Court maintains that there are

[3] See Appellants' Brief at ¶¶ 60-62 (describing how Lilach Peer and the Peer Businesses were aware of the Complaint and knew that they had each been served and had to respond but did not do so).

no fatal defects on the face of the record. As such, the judgment against Appellants is not void and should stand.

DISCOVERY IN AID OF EXECUTION

Following the entry of default judgment, on August 13, Appellee served Appellants with interrogatories to aid in its execution of the judgment. See Appellee's Motion to Compel filed 11.10.25 at ¶ 2. Appellants failed to respond to this discovery request in a timely manner, prompting Appellee to file a Motion to Compel their responses. Id. at ¶¶ 2-6. Appellants opposed that motion, arguing that it was premature because the underlying default judgment remains on appeal and because the judgment is not final as no proper assessment of damages had been done. See Appellants' Response in Opposition to Motion to Compel filed 11.12.25 at ¶ 1. The motion has not yet been decided and is currently scheduled for a hearing before the Court on April 22, 2026. Nevertheless, Appellants argue that the Court committed an abuse of discretion when it "allowed" discovery in aid of execution where damages had not yet been judicially determined.

It must be said that the Court does not know what it did to "allow" Appellee to begin conducting discovery in aid of execution. Appellee both served the interrogatories and filed the subsequent Motion to Compel without seeking or receiving permission to do so from the Court, which of course it was not required to do. Appellants oppose that Motion, but the Court has not yet ruled or taken any action on it other than to schedule a hearing and request objections. See Court's Order filed 12.19.25. Candidly, the Court cannot say what exercise of its discretion was supposedly abused here.

Even if Appellants had a basis for appealing this issue, their argument that a judicial determination of damages is required is incorrect. They claim that Pa.R.C.P. 1037(b) requires the Court to assess damages following entry of default judgment, but the Rule plainly states that the

prothonotary is empowered to do when the amount is for a sum certain and, as previously discussed, that was the case here. They further argue that attorney's fee claims specifically require a judicial determination of reasonableness, citing several cases in support. See Appellants' Supplement to Response to Motion to Compel filed 11.14.25 at ¶¶ 1-3. These cases, however, are either not applicable[4], distinguishable[5] or, in at least one instance, do not seem to exist at all.[6] The exact amount of attorney's fees owed by Appellants is well documented in the record, itemized in detail, and is by no means unreasonable. The prothonotary was empowered to assess damages here and no further determination by the Court is required.

CONTRACT ENFORCEMENT

To conclude their appeal, Appellants take issue with the Court's findings concerning the contract between Shlomo Peer and Appellee. First, they argue that there is no evidence that they were parties to the contract, instead being merely third-party beneficiaries without liability, and thus could not be the subjects of a default judgment. Appellants then accuse the Court of abusing its discretion again, this time by finding the retainer agreement to be an enforceable contract. Instead, they claim the real contract actually included several other terms and any resulting ambiguity was to be decided against the drafter, thereby creating a different enforceable contract.

Before reaching the merits, however, there is a fatal defect as to these particular issues that must be addressed. The Court issued its order to Appellants that they file their 1925(b)

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[4] See, e.g., Mother's Restaurant Inc. v. Krystkiewicz, 861 A.2d 327, 337 (Pa. Super. 2004) (case did not address attorney's fees at all, and merely stated that when an amount is not a sum certain a damages trial is required).

[5] See, e.g., Sec. Mut. Life Ins. Co. of New York v. Contemp. Real Estate Associates, 979 F.2d 329 (3d Cir. 1992) (the court held that determination of attorney's fees is within the discretion of the trial judge and won't be overturned unless there is no explanation for the basis of the award); Gilmore by Gilmore v. Dondero, 582 A.2d 1106, 1108 (Pa. Super. 1990) (case did not concern default judgment, but held that plain error in the trial court's determination of attorney's fees will only be found if the amount has no evidentiary support)

[6] Appellants cite the case of Carmen v. Reed, 601 A.2d 646, 648 (Pa. Super. 1992) multiple times, including in their Supplement and in an email to opposing counsel (see Appellants' Motion to Stay Proceedings filed 11.17.25, Exhibit 1). Despite the Court's best efforts, it has been unable to verify this citation. No case by that name seems to exist, and the citation number returns an unrelated opinion by the Court of Appeals of Maryland.

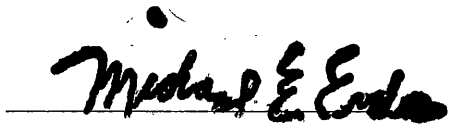
Statement on November 25, giving them 21 days to do so lest any objections be waived. This set December 16 as the last day that a Statement could be filed, which is exactly when Appellants did so. The problem is that the next day they filed a Praecipe to Substitute their Statement for a new version; the original did not have these final objections concerning the contract while the supplement did. See 1925(b) Statement filed 12.16.25; Appellants' Praecipe to Substitute 1925(b) Statement filed 12.17.25. Since these two issues were only filed after the deadline set by the order, they are waived. Nevertheless, in the interest of being thorough the Court will briefly address both here.

To start with the first, there is ample evidence that Appellants were in fact parties to the contract. Alan L. Frank, Esq. began representing the Peers and 2727 Thompson Webb LLC in the lawsuit filed against them by Mr. Ezri, while also representing all of the Defendants in their countersuit. See Entry of Appearance of Alan L. Frank filed 6.7.24 in Ezri v. Peer, Case No. 230200583 (Phila. Comm. Pl.); Entry of Appearance of Alan L. Frank filed 6.6.24 in Peer v. Ezri, Case No. 240200161 (Phila. Comm. Pl.). If the retainer letter was only sent to Shlomo Peer, it is because he was the main actor who sought and retained Appellee on behalf of himself, his wife, and the Peer Businesses as their registered agent. See Complaint at ¶¶ 10-13. Appellants even admit that the Peers met Mr. Frank together, that they discussed his representation of **them**, and that **they** were responsible for payments. See Appellants' Brief at ¶¶ 43(i)-(iv) (emphasis added). It is nonsensical to claim now that Appellants, particularly the Peer Businesses, were never parties to the contract for legal services that they sought, paid for, and utilized.

As to the final issue, Appellants suddenly claim that the retainer agreement is not enforceable at all, but rather there is a "real contract" containing several other terms that is much broader than the retainer. These terms supposedly include that Defendants were only required to

"pay what [they] could," and that the total was somehow supposed to "never rise significantly above the $15,000 retainer." Appellants assert the existence of these terms, seemingly based solely on Shlomo Peer's unsupported claims in his Answer, even though the agreement lays out the rates to be used by Appellee and notes the expectation that Appellants would make monthly payments for any billing accrued beyond the amount covered by the retainer. See Complaint, Exhibit A. This is, plainly, a last-ditch effort by Appellants to create ambiguity where none exists and then claim that said ambiguity is to their benefit. There is no evidence that these 'terms' are in any way binding or that they somehow subsume the unambiguous text of the actual agreement such as to render it unenforceable. The Court properly construed the contract and these objections, even if they were timely, are without merit.

BY THE COURT:



MICHAEL ERDOS, J.

DATE: March 26, 2026