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

MICHAEL SINGER, INC.

Plaintiff,

v.

LUCYROCK LLC, JEFF BERGMAN and  
LISA BERGMAN,

Defendants.

August Term 2025

No. 68

Commerce Program

Control Number 26010332

DOCKETED

MAR 30 2026

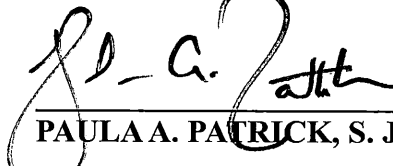
R. POSTELL  
COMMERCE PROGRAM

**ORDER**

**AND NOW**, this 30th day of March 2026, upon consideration of the Motion to Strike and/or Modify Confession of Judgment filed by Defendants, the Response in Opposition filed by Plaintiff Michael Singer and Reply, it is hereby **ORDERED and DECREED** that

1. The Motion to Strike is **GRANTED** and the Confession of Judgment is **STRICKEN**.
2. The Motion to Modify Confession of Judgment is **DENIED AS MOOT**.

BY THE COURT:



PAULA A. PATRICK, S. J.

ORDRF-Michael Singer, Inc. Vs Lucyrock Llc Etal [RCP]



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

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MICHAEL SINGER, INC.	:	August Term 2025
	:	
Plaintiff,	:	No. 68
	:	
v.	:	Commerce Program
	:	
LUCYROCK LLC, JEFF BERGMAN and	:	Control Number 26010332
LISA BERGMAN,	:	
	:	
Defendants.	:	

**OPINION**

This is an action to confess judgment. Presently before the Court is Defendants Lucyrock LLC, Jeff Bergman and Lisa Bergman’s motion to strike and/or modify the judgment entered by confession. For the reasons discussed below, the motion to strike is granted and the confession of judgment is stricken. The motion to modify is denied as moot.

**BACKGROUND**

Plaintiff Michael Singer, Inc. (“Singer”) is a Pennsylvania Corporation which owns and manages commercial real estate in the County of Philadelphia, including numerous bars and restaurants. (Docket (Dkt.) 1-2-26, Motion and Dkt. 1-23-26, Response ¶ 1). On August 9, 2021, Singer and Defendant Lucyrock LLC d/b/a Big Ass Slices and Defendants Jeff and Lisa Bergman (collectively referred to as “Tenants”) entered into a commercial lease for 224 Market Street, Philadelphia to operate a restaurant and bar. (Id. ¶ 2). Jeff and Lisa Bergman guaranteed the Lease. (Id. ¶ 4).

The Lease included a Confession of Judgment provision which stated the following:

CONFESSION OF JUDGMENT/MONEY DAMAGES. TENANT HEREBY  
KNOWINGLY INTELLIGENTLY, VOLUNTARILY AND IRREVOCABLY

AGREES THAT, IF MINIMUM RENT OR LIQUIDATED DAMAGES OR ANY OTHER SUM PAYABLE HEREUNDER SHALL REMAIN UNPAID WHEN THE SAME IS DUE BEYOND ANY APPLICABLE GRACE PERIOD (IF ANY), AFTER THIRTY DAYS PRIOR WRITTEN NOTICE TO TENANT, TENANT HEREBY EMPOWERS ANY PROTHONOTARY OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT FOR SUCH RENT, LIQUATED (SIC) DAMAGES OR OTHER CHARGES OR EXPENSES AGREED TO BE PAID BY TENANT HEREUNDER, AND TO CONFESS JUDGMENT AGAINST TENANT IN ANY COMPETENT COURT FOR THE RECOVERY OF SUCH RENT, LIQUATED (SIC) DAMAGES OR OTHER CHARGES OR EXPENSE; AND IN SUCH SUITS OR ACTIONS TO CONFESS JUDGMENT AGAINST TENANT FOR ALL OR ANY PART OF SUCH RENT INCLUDING, AT LANDLORD'S OPTION, SUCH RENT FOR THE ENTIRE UNEXPIRED BALANCE OF THE TERM. COMPUTED AS AFORSAID, AND ANY OTHER CHARGES, PAYMENTS, COSTS AND EXPENSES RESERVED AS RENT OR AGREED TO BE PAID BY THE TENANT, AS WELL AS LIQUATED (SIC) DAMAGES; AND FOR INTEREST AND COSTS TOGETHER WITH AN ATTORNEY'S COMMISSION OF FIVE THOUSAND (\$5,000) DOLLARS OR TEN (10%) PERCENT OF THE AMOUNT SO CONFESSED, BUT IN ANY EVENT, NOT MORE THAN ACTUAL ATTORNEYS' FEES INCURRED, AS ELECTED BY LANDLORD IN ITS SOLE DISCRETION....<sup>1</sup> (Dkt. 8-1-25, Complaint, Exhibit "A", 16 (i)).

The confession of judgment provision was initialed by Tenants, Jeff Bergman and Lisa Bergman. (Id.). The Lease specifically provided that all notices required to be given by Landlord to Tenant must be given by certified mail to Tenants at 740 S. Columbus Boulevard, Philadelphia, PA 19147 and 224 Market Street, Philadelphia, PA 19106. (Id. ¶ 22). The Lease further states that "as against Landlord or Tenant as appliable, the only admissible evidence that notice has been duly given shall be registry return receipt signed by the recipient or his agent." (Id.).

On August 9, 2021, Singer and Tenants also entered into an Addendum and Amendment to Lease Agreement for personal property and equipment in the property. (Dkt. 8-1-25, Complaint, Exhibit "B"). Tenants promised not to remove the personal property or any part thereof from the

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<sup>1</sup> In addition to a confession of judgment for money damages, the Lease also included a provision to confess judgment for ejectment. (Dkt. 8-1-25, Complaint, Exhibit "A", 16 (ii)).

demised premises without Singer's prior written consent. (Id.). All other terms and conditions in the Lease remained the same. (Id.).

On October 8, 2024, Singer sent a letter titled "Legal Notice" to Tenants demanding payment of outstanding rent. (Dkt. 8-1-25, Complaint, Exhibit "C"). The notice was sent via regular mail and certified mail to "Lucyrock LLC DBA Big Ass Slices, Jeff Bergman and Lisa Bergman" at 224 Market Street, Philadelphia, PA 19106. (Id.). The letter informed Tenants of the outstanding balance of \$16,217.99 and that payment was expected to be made within five days from receipt of the letter. (Id.). The letter was delivered to the Leased property, 224 Market Street and left with an individual. (Id., Green Card) The individual did not sign the green card. (Id.). Instead, the notation of "COVID 19" was written in the area designated for signatures. (Id.).

The parties discussed potential resolutions of the Lease dispute, but a release was never signed by the parties. (Dkt. 1-2-26, Motion, Exhibits C-E; Dkt. 1-23-26, Response, Exhibit 5). On August 1, 2025, Singer confessed judgment against Tenants for the sum of \$154,597.10 which included all accelerated rent under the remaining term of the Lease plus ten percent attorney fees of \$14,054.28.<sup>2</sup> (Dkt. 8-1-25, Complaint). Tenants have now filed a petition to strike the confessed judgment or in the alternative to modify the judgment which is ripe for disposition.

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<sup>2</sup> Plaintiff did not properly designate this case as a confession of judgment action. The error was corrected at the Case Management Conference by the Office of Judicial Records. (Dkt. 12-4-25, docket entry). Based on the foregoing, the petition to strike and/or modify the judgment was timely filed.

## DISCUSSION

Defendants in this action ask the Court to strike the confessed judgment because notice of default, a condition precedent to exercising the warrant of attorney to confess judgment, was not properly given as required by the Lease.<sup>3</sup> (Dkt. 1-2-26, Motion, ¶ 7). The Court agrees.

“A petition to strike a judgment is a common law proceeding which operates as a demurrer to the record. A petition to strike a judgment may be granted only for a fatal defect or irregularity appearing on the face of the record.” *Centric Bank v. Sciore*, 263 A.3d 31, 36–37 (Pa. Super. 2021), quoting *Resolution Trust Corp. v. Copley Qu-Wayne Associates*, 683 A.2d 269, 273 (Pa. 1996). In considering the merits of a petition to strike, the court will be limited to a review of only the records filed by the party in whose favor the warrant is given, *i.e.*, the complaint and the documents which contain confession of judgment clauses. Matters *dehors* the record filed by the party in whose favor the warrant is given will not be considered. If the record is self-sustaining, the judgment will not be stricken. *Id.*

An order of the court striking a judgment annuls the original judgment and the parties are left as if no judgment had been entered. *Centric Bank, supra. Hazer v. Zabala*, 26 A.3d 1166, 1169 (Pa. Super. 2011) (quoting *Resolution Trust Corp., supra*). In other words, the petition to strike a confessed judgment must focus on any defects or irregularities appearing on the face of the record, as filed by the party in whose favor the warrant was given, which affects the validity of the judgment and entitles the petitioner to relief as a matter of law. *Resolution Trust Corp., supra.*

Entry of a valid judgment by confession must be made in rigid adherence to the provisions of the warrant of attorney which is a contractual agreement between the parties; otherwise, such judgment will be stricken. *Midwest Financial Acceptance Corp. v. Lopez*, 78 A.3d 614, 623–24

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<sup>3</sup> Tenants also raised additional objections in their motion.

(Pa. Super. 2013) (citations omitted). In this case, the warrant of attorney in the Lease required as a condition precedent to the entry of a confessed judgment that written notice be provided to the Tenants thirty days before exercising the warrant of attorney. (Dkt. 8-1-25, Complaint, Exhibit “A”, 16 (i)).<sup>4</sup> As evidenced by the notice provision of the Lease, the parties agreed to whom notice should be sent, how it should be sent and where it should be sent. Specifically, the notice provision states that

All notices to be given by Landlord to Tenant must be given by certified mail to Tenant at 740 S. Columbus Boulevard, Philadelphia, PA 19147 and 224 Market Street, Philadelphia, PA 19106. (Dkt. 8-1-25, Complaint, Exhibit A, ¶ 22).

Singer did not give Tenants proper notice of default as required by the Lease. The complaint avers that Singer served Tenants with notice of default by letter dated October 8, 2024, which letter was attached to the complaint as an exhibit. (Dkt. 8-1-25, Complaint, ¶ 13; Exhibit “C”). The letter dated October 8, 2024 was sent by certified mail to Tenants, but it was only sent to one of the addresses identified in the Notice provision of the Lease. (Id. Exhibit C). Singer only sent the notice letter to Tenants at 244 Market Street, Philadelphia, PA 19106, but not to Tenants at 740 Columbus Boulevard, Philadelphia, PA 19147. The failure to send the required notice of default to the Columbus Boulevard address as required by the notice provision of the Lease is a fatal defect.

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<sup>4</sup> TENANT HEREBY ...AGREES THAT, IF MINIMUM RENT OR LIQUIDATED DAMAGES OR ANY OTHER SUM PAYABLE HEREUNDER SHALL REMAIN UNPAID WHEN THE SAME IS DUE BEYOND ANY APPLICABLE GRACE PERIOD (IF ANY), AFTER THIRTY DAYS PRIOR WRITTEN NOTICE TO TENANT, TENANT HEREBY EMPOWERS ANY PROTHONOTARY OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT FOR SUCH RENT, LIQUATED (SIC) DAMAGES OR OTHER CHARGES OR EXPENSES AGREED TO BE PAID BY TENANT HEREUNDER, AND TO CONFESS JUDGMENT AGAINST TENANT IN ANY COMPETENT COURT FOR THE RECOVERY OF SUCH RENT...(Dkt. 8-1-25, Complaint, Exhibit “A”, 16 (i)).

In *535 Penn Investments LLC v. Delaware Steel Co. of Pennsylvania*, 311 A.3d 566, 2023 WL 8470608 (Pa. Super. 2023)<sup>5</sup>, the plaintiff, as Singer in this action, averred in the complaint that notice of default was sent to defendant. However, the notice of default was not given in compliance with the lease's notice requirements. It was sent by email and regular mail instead of registered or certified mail, return receipt requested or by commercial next-day carrier and was addressed to Lisa Goldberg instead of Jerald Goldstein. On appeal, the Superior Court affirmed the Trial Court's finding that the failure to comply with the notice requirement was a fatal defect not capable of being cured and struck the complaint in confession of judgment.

Given the requirement that warrants of attorney be given rigid adherence and *535 Penn Investments LLC supra.*, which this Court finds persuasive, Singer's failure to give proper notice of default in compliance with the Lease is a fatal defect which necessitates granting the petition to strike the confessed judgment.

### CONCLUSION

For the reasons discussed above, the Motion to Strike the Judgment is granted and the Motion to Modify the judgment is denied as moot.

BY THE COURT:



PAULA A. PATRICK, S. J.

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<sup>5</sup> *535 Penn Investments LLC v. Delaware Steel Co. of Pennsylvania* is an unpublished opinion however it may be used for its persuasive value. See, Pa. R. A. P. 126 (b)(1) and (2).