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ROOM 521 IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION - CIVIL

1418 MASTER LANDLORD, LLC,

Plaintiff,

v.

KBI SERVICES, INC. d/b/a
KINDBODY,

Defendant.

APRIL TERM, 2024

No. 1911

COMMERCE PROGRAM

CONTROL NUMBER 24055028

ORDER

AND NOW, this 18th day of November 2024, upon consideration of the petition to strike or open the confessed judgment of Defendant KBI Services, Inc., d/b/a Kindbody, and the response, it is **ORDERED** that the petition to strike is **GRANTED** and the judgment is **STRICKEN** from the judgment index.

BY THE COURT:

ASce F. R

ABBE FLETMAN, J.

DOCKETED

NOV 18 2024

R. POSTELL
COMMERCE PROGRAM

ORDRF-1418 Master Landlord, Llc Vs Kbi Services, Inc. [PCP]



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**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
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Plaintiff,

v.

**KBI SERVICES, INC. d/b/a
KINDBODY,**

Defendant.

APRIL TERM 2024

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OPINION

Before the Court is the petition to open or strike the confessed judgment of defendant KBI Services, Inc., d/b/a Kindbody (“Kindbody”). For the following reasons, the petition is granted and the judgment is stricken.

On June 7, 2022, plaintiff 1418 Master Landlord, LLC (“Landlord”) and Kindbody entered into a commercial lease agreement for space at 1418 Walnut Street, Philadelphia. (Lease Agreement p. 1, Exhibit A to complaint in confession of judgment, Trial Docket (“Dkt.”) at 4/15/24.) The lease was for 10 years and contained a schedule of fixed minimum monthly rent payments that increased over time. (*Id.* at ¶¶2-3.) Landlord asserts that Kindbody vacated the premises on February 28, 2024, and that failure to operate the business for more than 30 days constitutes an event of default under the lease. (Complaint in confession of judgment, ¶¶9-12.) Landlord confessed judgment on April 15, 2024, for \$6.6 million in fixed minimum rent, additional rent, and liquidated damages. (*Id.* at ¶19.) Kindbody filed this petition to strike or open the confessed judgment on May 22, 2024. (Petition to strike or open, Dkt. at 5/22/2024.)

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

Kindbody argues that the Court should strike the judgment because someone other than the named affiant signed three of the affidavits filed with the complaint, which constitutes a fatal defect.

Kindbody also argues that the Court should open the judgment because the signature on the lease does not bear a direct relation to the warrant of attorney. The Court will treat this argument as part of the petition to strike, as it alleges a fatal defect on the face of the complaint.

A warrant of attorney is a “powerful and drastic document,” and therefore “[t]he validity of a confession of judgment requires strict compliance with the Rules of Civil Procedure as well as rigid adherence to the provisions of the warrant of attorney.” (*Dime Bank v. Andrews*, 115 A.3d 358, 368-9 (Pa. Super. 2015) (internal citations omitted).)

“A warrant of attorney to confess judgment must be self-sustaining and to be self-sustaining the warrant must be in writing and signed by the person to be bound by it. The requisite signature must bear a direct relation to the warrant of attorney and may not be implied.” *Graystone Bank v. Grove Ests., LP.*, 58 A.3d 1277, 1282 (Pa. Super. 2012), *aff’d sub nom. Graystone Bank v. Grove Ests., L.P.*, 81 A.3d 880 (Pa. 2013).

The warrants of attorney to confess judgment for damages and possession are found at paragraph 19(b)(viii) of the lease, on pages 31 and 32. Directly beneath each warrant of attorney is a space labeled “Tenant’s initials,” both of which are left blank. The signatures on the lease are on page 41.

Our courts have discussed precisely what constitutes a direct relationship between the warrant of attorney and the signature. A signature may be on the page directly following the warrant (*Graystone Bank*, 58 A.3d at 1283); it may not be on the opposite side of the page, or in

another document incorporated by reference (*id.* (internal citations omitted).) The nine pages between the warrant and the signature, and the blank space left for Kindbody's acknowledgement by initialing, constitute a fatal defect, and accordingly the judgment is stricken.

BY THE COURT:



ABBE FLETMAN, J.