



# Northampton County Reporter

(USPS 395-280)

VOL. LXIII

EASTON, PA July 31, 2025

NO. 83

**Jonathan Jorge, Plaintiff v. Lafayette Towers, LT Apartments, LLC, John  
Does 1, 2, 3, and ABC Corporations 1, 2, 3 (fictitious names), Defendants**

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### NOTICE TO THE BAR...

**SAVE THE DATES**

**Quarterly Association Meeting**

Thursday, September 11, 2025

**Malpractice Avoidance Seminar**

Wednesday, September 24, 2025 – 12:00 p.m. – 1:30 p.m.

**Fall CLE Conference**

Friday, October 24, 2025

**NORTHAMPTON COUNTY BAR ASSOCIATION  
2025 BAR ASSOCIATION OFFICERS**

Rebecca Kulik. . . . . President  
Michael A. Santanasto . . . . . President-Elect  
Richard Eugene Santee . . . . . Vice President  
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Gary A. Brienza  
William E. Hutcheson, III  
Lori A. Molloy  
Keri A. Schantz  
Michael J. Vargo

*Northampton County Reporter*  
**Attorney Referral & Information Service**  
**155 South Ninth Street, P.O. Box 4733**  
**Easton, PA 18042**  
**Phone (610) 258-6333 Fax (610) 258-8715**  
**E-mail: [ncba@norcobar.org](mailto:ncba@norcobar.org)**  
**PBA (800) 932-0311—PBI (800) 932-4637**  
**BAR ASSOCIATION STAFF**

Mary Beth Leeson . . . . . Executive Director  
Rose Wedde . . . . . Accounting  
Pamela Frick Smith. . . . . Legal Journal  
Jessica M. Bosco . . . . . Attorney Referral  
Kaitlyn Rodriguez . . . . . Attorney Referral

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The Northampton County Reporter will be published every Thursday by the Northampton County Bar Association, 155 South Ninth St., Easton, PA 18042-4399. All legal notices relating to the business of the county, are required by rule of Court, to be published in this Journal. All legal notices must be submitted in typewritten form and are published exactly as submitted by the advertiser. Neither the Law Reporter nor the printer will assume any responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes to content.

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Ralph J. Bellafatto, Esquire  
Editor

**NOTICE TO NCBA MEMBERS – BAR NEWS****Quarterly Association Meeting** – Thursday, September 11, 2025

Register online at: [www.norcobar.org](http://www.norcobar.org)

**Save the Dates**

Malpractice Avoidance Seminar – Wednesday, September 24, 2025

12:00 – 1:30 p.m. – Jury Lounge

Fall CLE Conference – Friday, October 24, 2025

Annual Municipal Law Colloquium – Friday, November 14, 2025

**Local LCL Meeting**—Meets every second Thursday of the month by Zoom.

Meeting ID: 382 525 9090

Passcode: 12347

Anyone who wants further information may contact John V. at  
(610) 509-4473.

When dealing with people remember you are not dealing with creatures of logic, but with creatures of emotion, creatures bristling with prejudice, and motivated by pride and vanity. ~ Dale Carnegie

**ESTATE AND TRUST NOTICES**

Notice is hereby given that, in the estates of the decedents set forth below, the Register of Wills has granted letters testamentary or of administration to the persons named. Notice is also hereby given of the existence of the trusts of the deceased settlors set forth below for whom no personal representatives have been appointed within 90 days of death. All persons having claims or demands against said estates or trusts are requested to make known the same, and all persons indebted to said estates or trusts are requested to make payment, without delay, to the executors or administrators or trustees or to their attorneys named below.

**FIRST PUBLICATION****BELLER, MARY C.,** dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executrix: Rita Ann Beller c/o Joseph F. Leeson, III, Esquire, 70 East Broad Street, P.O. Box 1426, Bethlehem, PA 18016-1426

Attorney: Joseph F. Leeson, III, Esquire, 70 East Broad Street, P.O. Box 1426, Bethlehem, PA 18016-1426

**BILLY, JOSEPH G.,** dec'd.

Late of Bethlehem, Northampton County, PA

Administrator: James Lawrence Billy c/o Ron R. Miller, Esquire, Ashby Law Offices, LLC, 314 West Broad Street, Suite 118, Quakertown, PA 18951

Attorneys: Ron R. Miller, Esquire, Ashby Law Offices, LLC, 314 West Broad Street, Suite 118, Quakertown, PA 18951

**FERRACANE, PATRICIA M.,** dec'd.

Late of the Township of Moore, Northampton County, PA

Executor: Joseph L. Ferracane c/o DiFelice Law, LLC, 240 South Main Street, Suite 1206, Nazareth, PA 18064

Attorneys: DiFelice Law, LLC, 240 South Main Street, Suite 1206, Nazareth, PA 18064

**FETTERMAN, JESSIE JANE,** dec'd.

Late of Forks Township, Northampton County, PA

Executor: Michael P. Fetterman c/o Fitzpatrick Lentz & Bubba, P.C., Two City Center, 645 West Hamilton Street, Suite 800, Allentown, PA 18101

Attorneys: Fitzpatrick Lentz & Bubba, P.C., Two City Center, 645 West Hamilton Street, Suite 800, Allentown, PA 18101

**GRESSLEY, WARREN F.,** dec'd.

Late of Danielsville, Northampton County, PA

Executor: Glenn Robert Gressley c/o Stephen A. Strack, Esquire, Steckel and Stopp LLC, 125 S. Walnut Street, Suite 210, Slatington, PA 18080

Attorneys: Stephen A. Strack, Esquire, Steckel and Stopp LLC, 125 S. Walnut Street, Suite 210, Slatington, PA 18080

**HAGENBUCH, RENEE L.,** dec'd.

Late of the Township of Forks, Northampton County, PA

Executrix: Jessica Ann Hagenbuch c/o Theresa Hogan, Esquire, 340 Spring Garden Street, Easton, PA 18042

Attorney: Theresa Hogan, Esquire, 340 Spring Garden Street, Easton, PA 18042

**KONKOLICS, ANNABELLE M.,**  
dec'd.

Late of Bethlehem, Northampton  
County, PA

Executor: David Konkolics c/o  
Douglas J. Tkacik, Esquire, 18  
East Market Street, Bethlehem,  
PA 18018

Attorney: Douglas J. Tkacik,  
Esquire, 18 East Market Street,  
Bethlehem, PA 18018

**KRIEG, BETTIE C.,** dec'd.

Late of the City of Bethlehem,  
Northampton County, PA

Executrix: Susan Louise Krieg  
c/o Robert P. Daday, Esquire,  
1030 W. Walnut Street,  
Allentown, PA 18102

Attorney: Robert P. Daday,  
Esquire, 1030 W. Walnut Street,  
Allentown, PA 18102

**PECSI, GAY S.,** dec'd.

Late of the City of Bath, North-  
ampton County, PA

Executor: Christopher Scott  
Pecsi c/o Timothy J. Duckworth,  
Esquire, Mosebach, Funt,  
Dayton & Duckworth, P.C., 2045  
Westgate Drive, Suite 404,  
Bethlehem, PA 18017

Attorneys: Timothy J.  
Duckworth, Esquire, Mosebach,  
Funt, Dayton & Duckworth,  
P.C., 2045 Westgate Drive, Suite  
404, Bethlehem, PA 18017

**REISS, DOROTHY S.,** dec'd.

Late of Hellertown, Northampton  
County, PA

Executor: Duane R. Reiss c/o  
Michael F. Corriere, Esquire,  
Corriere and Andres, LLC, 433  
East Broad Street, P.O. Box  
1217, Bethlehem, PA 18016-  
1217

Attorneys: Michael F. Corriere,  
Esquire, Corriere and Andres,  
LLC, 433 East Broad Street, P.O.  
Box 1217, Bethlehem, PA 18016-  
1217

**TUCKER, RICHARD D.,** dec'd.

Late of the Township of Palmer,  
Northampton County, PA

Executor: Bradley J. Tucker c/o  
Charles Bruno, Esquire, Bruno  
Law, P.O. Box 468, Easton, PA  
18044-0468

Attorneys: Charles Bruno,  
Esquire, Bruno Law, P.O. Box  
468, Easton, PA 18044-0468

**WOTKIEWICZ, LEO A., JR.,** dec'd.

Late of Bethlehem, Northampton  
County, PA

Administratrix: Helen Wotkiewicz  
Reznick c/o Jacob G. Mazur,  
Esquire, Rowe Law Offices, P.C.,  
1200 Broadcasting Road, Suite  
101, Wyomissing, PA 19610

Attorneys: Jacob G. Mazur,  
Esquire, Rowe Law Offices, P.C.,  
1200 Broadcasting Road, Suite  
101, Wyomissing, PA 19610

**YOUNG, JAY A.,** dec'd.

Late of Forks Township, North-  
ampton County, PA

Administratrix: Kelly Lynn  
Cascario c/o Taylor R.D. Briggs,  
Esquire, 515 W. Hamilton St.,  
Ste. 502, Allentown, PA 18101

Attorney: Taylor R.D. Briggs,  
Esquire, 515 W. Hamilton St.,  
Ste. 502, Allentown, PA 18101

**SECOND PUBLICATION****BLAYLE, CHARLES EDWARD,**  
dec'd.

Late of the Borough of Wilson,  
Northampton County, PA

Administrator: Nicholas R.  
Sabatine, III, Esquire, 16 S.  
Broadway, Suite 1, Wind Gap,  
PA 18091

**BONGE, JANICE S. a/k/a JANICE****E. BONGE**, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Co-Executors: Stephen W. Bonge and Gregory Wayne Bonge c/o Kevin Frank Danyi, Esquire, Danyi Law, P.C., 133 East Broad Street, Bethlehem, PA 18018

Attorneys: Kevin Frank Danyi, Esquire, Danyi Law, P.C., 133 East Broad Street, Bethlehem, PA 18018

**CARCHIO, PATRICIA A.**, dec'd.

Late of the Township of Lower Nazareth, Northampton County, PA

Executrix: Wendy A. Westwood c/o Charles Bruno, Esquire, Bruno Law, P.O. Box 468, Easton, PA 18044-0468

Attorneys: Charles Bruno, Esquire, Bruno Law, P.O. Box 468, Easton, PA 18044-0468

**CIFERRI, JOSEPH R.**, dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Personal Representative: Melanie Ciferri c/o Scott R. Steirer, Esquire, Pierce &amp; Steirer, LLC, 124 Belvidere Street, Nazareth, PA 18064

Attorneys: Scott R. Steirer, Esquire, Pierce &amp; Steirer, LLC, 124 Belvidere Street, Nazareth, PA 18064

**CUNNINGHAM, LUKE R.**, dec'd.

Late of Bethlehem City, Northampton County, PA

Executor: Francis E. Molinari c/o Edward H. Butz, Esquire, Lesavoy Butz, 1620 Pond Rd., #200, Allentown, PA 18104

Attorneys: Edward H. Butz, Esquire, Lesavoy Butz, 1620 Pond Rd., #200, Allentown, PA 18104

**DIEHM, FRANK NICHOLAS**, dec'd.

Late of Lehigh Township, Northampton County, PA

Executrix: Karen L. Schell, 552 Beefwood Rd., Northampton, PA 18067

Attorneys: Daniel G. Spengler, Esquire, Spengler Brown Law Offices, 110 East Main Street, Bath, PA 18014

**EDELMAN, DONALD R.**, dec'd.

Late of 139 Bushkill Street, Tatamy, PA 18085

Personal Representative: Randy R. Edelman c/o Eric R. Strauss, Esquire, 33 South Seventh Street, P.O. Box 4060, Allentown, PA 18105

Attorney: Eric R. Strauss, Esquire, 33 South Seventh Street, P.O. Box 4060, Allentown, PA 18105

**FLORES, DALE R., JR. a/k/a DALE FLORES, JR. and DALE R. FLORES**, dec'd.

Late of 297 Long Lane Road, Walnutport, Northampton County, PA

Executors: Mr. Dale Robert Flores, III, 28629 North 46th Place, Cave Creek, AZ 85331 and Mr. Paul Richard Flores, 3128 East Appaloosa Road, Gilbert, AZ 85296

Attorneys: Matthew G. Schnell, Esquire, Strubinger Law, P.C., 505 Delaware Avenue, P.O. Box 158, Palmerton, PA 18071-0158

**FONTE, LAWRENCE D.**, dec'd.

Late of Palmer Township, Northampton County, PA

Administrator: Robert Michael Fonte, 770 Pohatcong St., Phillipsburg, NJ 08865

Attorneys: Jason R. Costanzo, Esquire, ARM Lawyers, 115 E. Broad Street, Bethlehem, PA 18018

**HARRINGTON, MAUREEN, dec'd.**

Late of Catasauqua, Northampton County, PA

Executor: John Harrington c/o Santanasto Law, 210 E. Broad St., Bethlehem, PA 18018

Attorneys: Santanasto Law, 210 E. Broad St., Bethlehem, PA 18018

**HORVATH, SUSAN C., dec'd.**

Late of the Borough of Nazareth, Northampton County, PA

Co-Executrices: Marilyn K. Leshko and Carol A. Brunnabend c/o Theresa Hogan, Esquire, 340 Spring Garden Street, Easton, PA 18042

Attorney: Theresa Hogan, Esquire, 340 Spring Garden Street, Easton, PA 18042

**KLIER, KAMIL, dec'd.**

Late of the Township of Hanover, Northampton County, PA

Executor: John Klier c/o Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064

Attorneys: Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064

**MARTOCCI, JOSEPH F., JR., dec'd.**

Late of the Borough of Roseto, Northampton County, PA

Executor: Nicholas J. Martocci c/o P. Christopher Cotturo, Esquire, 75 Bangor Junction Road, Bangor, PA 18013

Attorney: P. Christopher Cotturo, Esquire, 75 Bangor Junction Road, Bangor, PA 18013

**MONCMAN, DIANE T., dec'd.**

Late of Bethlehem Township, Northampton County, PA

Executor: Timothy M. Moncman c/o Lisa A. Pereira, Esquire, Broughal & DeVito, LLP, 38 West Market Street, Bethlehem, PA 18018

Attorneys: Lisa A. Pereira, Esquire, Broughal & DeVito, LLP, 38 West Market Street, Bethlehem, PA 18018

**NEMCHICK, DENNIS JOSEPH, dec'd.**

Late of the Borough of Walnutport, Northampton County, PA

Executrices: April Theresa DeBraganca and Rachel Nemchick c/o William E. Hutcheson, III, Esquire, 91 Larry Holmes Drive, Suite 200, Easton, PA 18042

Attorney: William E. Hutcheson, III, Esquire, 91 Larry Holmes Drive, Suite 200, Easton, PA 18042

**SCHAFER, TERRY E., dec'd.**

Late of the Borough of Northampton, Northampton County, PA

Administratrix: Gail Ann Schaffer c/o Kevin Frank Danyi, Esquire, Danyi Law, P.C., 133 East Broad Street, Bethlehem, PA 18018

Attorneys: Kevin Frank Danyi, Esquire, Danyi Law, P.C., 133 East Broad Street, Bethlehem, PA 18018

**SCHMEAL, BEULAH GAIL a/k/a GAIL B. SCHMEAL, dec'd.**

Late of Easton, Northampton County, PA

Executor: Bruce W. Schmeal c/o Kelley & Kelley, LLC, 16 Luzurne Avenue, Suite 145, West Pittston, PA 18643

Attorneys: Kelley & Kelley, LLC, 16 Luzurne Avenue, Suite 145, West Pittston, PA 18643

**SLUTTER, RICHARD LEE**, dec'd.

Late of the Township of Upper Nazareth, Northampton County, PA

Co-Executrices: Robin Lee Miller and Stephanie A. Smith c/o Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064  
Attorneys: Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064

**TRINCHERIA, SHIRLEY HOFF**, dec'd.

Late of the Township of Forks, Northampton County, PA

Executrix: Valerie Boyer c/o Joshua N. Daly, Esquire, Daly Law Offices, 4480 William Penn Highway, Suite 200, Easton, PA 18045

Attorneys: Joshua N. Daly, Esquire, Daly Law Offices, 4480 William Penn Highway, Suite 200, Easton, PA 18045

**WALTERS, ROBERT G.**, dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Executrix: Susan W. Kempf a/k/a Susan H. Kempf c/o Bradford D. Wagner, Esquire, 662 Main Street, Hellertown, PA 18055-1726

Attorney: Bradford D. Wagner, Esquire, 662 Main Street, Hellertown, PA 18055-1726

**THIRD PUBLICATION**

**BROSE-HEMMERICK, SUZANNE**, dec'd.

Late of the City of Easton, Northampton County, PA

Executor: James F. Brose, Esquire, 617 Railroad Avenue, Haverford, PA 19041

**CLEMENTS, THOMAS C.**, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Co-Executors: William Clements and Kelly Bruce c/o William Clements, Esquire, 1308 Moravia St., Bethlehem, PA 18015

Attorney: William Clements, Esquire, 1308 Moravia St., Bethlehem, PA 18015

**FUTCHKO, KATHERINE ANN**, dec'd.

Late of 104 Ruth St., Portland, Northampton County, PA

Administratrix: Jacqueline Futchko c/o Steven R. Savoia, Esquire, 621 Ann St., Lower Rear, P.O. Box 263, Stroudsburg, PA 18360

Attorney: Steven R. Savoia, Esquire, 621 Ann St., Lower Rear, P.O. Box 263, Stroudsburg, PA 18360

**GOETZ, ELLEN L. a/k/a ELLEN LALONDE GOETZ and ELLEN MARGARET GOETZ**, dec'd.

Late of the Township of Hanover, Northampton County, PA

Executrix: Ellen Catherine Reichling, 4705 Cortland Drive, Orefield, PA 18069

Attorneys: Jason M. Rapa, Esquire, Rapa Law Office, P.C., 141 South First Street, Leighton, PA 18235

**GROMAN, TERRY L.**, dec'd.

Late of Walnutport, Northampton County, PA



Administratrix: Christine Steward c/o Ralph J. Bellafatto, Esquire, 4480 William Penn Highway, Easton, PA 18045  
Attorney: Ralph J. Bellafatto, Esquire, 4480 William Penn Highway, Easton, PA 18045

**HILL, MARJORIE H. a/k/a MARGE HILL**, dec'd.

Late of Bethlehem, Northampton County, PA  
Executrix: Brian D. Hill, 155 Briarwood Road, Mt. Laurel, NJ 08054

**HOLLAND, LORRAINE MAE**, dec'd.

Late of the Township of Lower Mouth Bethel, Northampton County, PA  
Administratrix: Cheryl L. Miller c/o David J. Ceraul, Esquire, 22 Market Street, P.O. Box 19, Bangor, PA 18013-0019  
Attorney: David J. Ceraul, Esquire, 22 Market Street, P.O. Box 19, Bangor, PA 18013-0019

**JOHNSON, PATRICIA M.**, dec'd.

Late of Hanover Township, Northampton County, PA  
Executrix: Keri L. Angelozzi c/o Douglas J. Tkacik, Esquire, 18 East Market Street, Bethlehem, PA 18018  
Attorney: Douglas J. Tkacik, Esquire, 18 East Market Street, Bethlehem, PA 18018

**KARAMINAS, EVANGELOS**, dec'd.

Late of the City of Easton, Northampton County, PA  
Executrix: Maria Karaminas c/o Lisa M. Spitale, Esquire, Spitale Vargo Madsen & Blair, 680 Wolf Avenue, Easton, PA 18042  
Attorneys: Lisa M. Spitale, Esquire, Spitale Vargo Madsen & Blair, 680 Wolf Avenue, Easton, PA 18042

**MILLER, LAWRENCE J.**, dec'd.

Late of Northampton, Northampton County, PA  
Executor: Glenn Roth c/o Rebecca M. Young, Esquire and Lia K. Snyder, Esquire, Young & Young, 119 E. Main Street, Macungie, PA 18062  
Attorneys: Rebecca M. Young, Esquire and Lia K. Snyder, Esquire, Young & Young, 119 E. Main Street, Macungie, PA 18062

**MOORE, DENNIS C.**, dec'd.

Late of Northampton, Northampton County, PA  
Co-Trustees: Mary Jane Moore and John P. Moore c/o Noonan Law Office, 526 Walnut St., Allentown, PA 18101  
Attorneys: Noonan Law Office, 526 Walnut St., Allentown, PA 18101

**NORELLI, JANE P.**, dec'd.

Late of Nazareth, Northampton County, PA  
Co-Trustees: Karen S. Norelli, Charles C. Norelli and Moody C. Norelli, Jr. c/o Noonan Law Office, 526 Walnut St., Allentown, PA 18101  
Attorneys: Noonan Law Office, 526 Walnut St., Allentown, PA 18101

**OLIVEIRA, CASSIANO**, dec'd.

Late of Northampton County, PA  
Executrix: Angelica Arcanjo Lisboa c/o Stephen M. Mowrey, Esquire, 4501 Bath Pike, Bethlehem, PA 18017  
Attorney: Stephen M. Mowrey, Esquire, 4501 Bath Pike, Bethlehem, PA 18017

**REDLINE, SUSAN JANE**, dec'd.

Late of Bethlehem, Northampton County, PA

Executor: Richard Charles Redline c/o William W. Matz, Jr., Esquire, 211 W. Broad Street, Bethlehem, PA 18018-5517  
 Attorney: William W. Matz, Jr., Esquire, 211 W. Broad Street, Bethlehem, PA 18018-5517

**REHRIG, JAMES H.,** dec'd.

Late of the Borough of Nazareth, Northampton County, PA  
 Executrix: Sharon R. Rehrig c/o DiFelice Law, LLC, 240 South Main Street, Suite 1206, Nazareth, PA 18064  
 Attorneys: DiFelice Law, LLC, 240 South Main Street, Suite 1206, Nazareth, PA 18064

**REMALEY, PATRICIA G.,** dec'd.

Late of the Borough of Nazareth, Northampton County, PA  
 Executrix: Judith Coughlin c/o Dwight L. Danser, Esquire, 754 Walnut Avenue, Easton, PA 18042  
 Attorney: Dwight L. Danser, Esquire, 754 Walnut Avenue, Easton, PA 18042

**SEGATTI, BARBARA,** dec'd.

Late of Bangor, Northampton County, PA  
 Executrix: Lynnette Ann Matlock c/o Michael D. Recchiuti, Esquire, 60 West Broad Street, Suite 303, Bethlehem, PA 18018  
 Attorney: Michael D. Recchiuti, Esquire, 60 West Broad Street, Suite 303, Bethlehem, PA 18018

**VENANZI, EDWARD M.,** dec'd.

Late of the City of Bethlehem, Northampton County, PA  
 Executrix: Christina A. Tarkoff c/o Stanley M. Vasiliadis, Esquire, Vasiliadis Pappas Associates, LLC, 2551 Baglyos Circle, Suite A-14, Bethlehem, PA 18020

Attorneys: Stanley M. Vasiliadis, Esquire, Vasiliadis Pappas Associates, LLC, 2551 Baglyos Circle, Suite A-14, Bethlehem, PA 18020

**PUBLIC NOTICE OF AN EXISTING  
 NOTICE OF A 508(c)(1)(A)  
 CHRISTIAN RELIGIOUS BASED  
 TAX EXEMPT ORGANIZATION  
 ESTABLISHED IN  
 PENNSYLVANIA KNOWN AS  
 ARMA DEI CHURCH, a current  
 fictitious name filing.**

On April 20, 2024, community membership individuals gathered in faithful concert to establish a Christian religious based tax exempt organization for the charitable purposes in support of ALL manners to humanity, applicable by ordinances and policies created within by same.

For complete details of the said establishment with general ordinances and policies formed, please request details by mailing a request to: ARMA DEI CHURCH, 100 Tumble Creek Road, Easton, PA 18042. Responses are usually fulfilled within 30 days from receiving said request.

July 31

**FICTITIOUS NAME  
 REGISTRATION NOTICE**

NOTICE IS HEREBY GIVEN that an application was filed with the Department of State of the Commonwealth of Pennsylvania in Harrisburg under the Fictitious Names Act on July 18, 2025, to register the fictitious name

"WE CAN HELP AUTO SALES" in relation to the conduct of a business with a principal office at 2460 Freemansburg Avenue, Easton, Pennsylvania 18042-5318. The name and address of the business corporation owning or interested in said business is: North Courtland Auto Sales, Inc., 2460 Freemansburg Avenue, Easton, Pennsylvania 18042-5318.

WILLIAM B. CRAMER, ESQUIRE  
CRAMER, SWETZ, McMANUS,  
JORDAN & SAYLOR, P.C.  
711 Sarah Street  
Stroudsburg, PA 18360

July 31

**NOTICE FOR CHANGE OF NAME**

NOTICE IS HEREBY GIVEN that on July 25, 2025, the petition of Imani B. Tubbs O'Neal was filed in Northampton County Court of Common Pleas at C-48-CV-2025-04546, seeking to change the name of petitioner from Imani B. Tubbs O'Neal to Imani B. Hunsicker. The court has fixed Friday, August 29, 2025 at 9:00 A.M. in Courtroom 8 at Northampton County Courthouse as the date for hearing of the petition. All persons interested in the proposed change of name may appear and show cause, if any they have, why the prayer of the petitioner should not be granted.

July 31

**IN THE COURT OF COMMON  
PLEAS OF NORTHAMPTON  
COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

FIRST COMMONWEALTH  
FEDERAL CREDIT UNION, Plaintiff  
v.

ATAJA M. RAMSEY  
**NO.: C48-CV-2019-10482**  
CIVIL ACTION  
NOTICE

TO: DEFENDANT ATAJA M. RAMSEY  
TAKE NOTICE THAT First Commonwealth Federal Credit Union has filed a Writ of Revival in the aforesaid Court at the above docket number seeking to revive a judgment in the amount of \$17,362.61.

If you wish to defend, you must take action within twenty (20) days, by entering a written appearance

personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the pleading or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE  
P.O. Box 4733  
Easton, PA 18042  
Telephone: (610) 258-6333

MICHAEL R. NESFEDER,  
ESQUIRE  
I.D. No. 49563  
FITZPATRICK LENTZ  
& BUBBA, P.C.  
Attorneys for Plaintiff

645 W. Hamilton Street  
Suite 800  
Allentown, PA 18101

July 31

**SHERIFF'S SALE OF  
VALUABLE REAL ESTATE**

The following real estate will be sold by the Sheriff of Northampton County, Pennsylvania, on AUGUST 8, 2025, at ten o'clock a.m.

in the COUNCIL CHAMBERS, THIRD FLOOR, of the Northampton County Government Center, within the City of Easton, County of Northampton and State of Pennsylvania.

PLEASE TAKE NOTICE that the sale price will include only the outstanding taxes certified to the Sheriff's Office. Any taxes not reported to the Sheriff are the responsibility of the purchaser.

**No. C-48-CV-2018-09045  
(#1 AUG/2025)**

THE BANK OF NEW YORK  
MELLON TRUST COMPANY NA  
vs.

HOMER R. DANAY

***Property Address:***

510 Nazareth Pike, Nazareth, PA  
18064

***UPI/Tax Parcel Number:***

K7SE4/3/2/0418

ALL THAT CERTAIN message or tenement and lot or piece of land situate on the public highway leading from Bethlehem to Nazareth in Lower Nazareth Township, Northampton County, Pennsylvania, known as Lot No. 3 on Plat or Draft of "Fairview Terrace" as recorded in Map Book 8 at page 43.

TITLE TO SAID PREMISES is vested in Homer R. Daney by deed from Homer R. Daney, surviving tenant by the entireties, said deed recorded on December 19, 2014, in the Northampton County Recorder of Deeds office in Book 2014-1 at page 223767.

THEREON BEING ERECTED a one-story single residential dwelling with vinyl siding, shingle roof and detached one-car garage.

**No. C-48-CV-2019-03085  
(#4 AUG/2025)**

TOWNSHIP OF BETHLEHEM  
vs.

RACHAEL L. ANGST

***Property Address:***

3166 Wilson Avenue, Bethlehem,  
PA 18020

***UPI/Tax Parcel Number:***

N7SW2/10/5A/0205

ALL THAT CERTAIN message, tenement and lot or piece of land situated in Bethlehem Township, Northampton County, Pennsylvania.

TITLE TO SAID PREMISES is vested in Rachael L. Angst by deed from Edward D. Shelton and Sherry Shelton, said deed recorded on December 17, 2002, in the Northampton County Recorder of Deeds office in Book 2002-1 at page 355824.

THEREON BEING ERECTED a two-story half-double residential dwelling with aluminum siding and shingle roof.

**No. C-48-CV-2019-06114  
(#10 AUG/2025)**

CITY OF BETHLEHEM  
vs.

RICHARD WEINER, AMY WEINER

***Property Address:***

937 Moravia Street, Bethlehem,  
PA 18015

***UPI/Tax Parcel Number:***

P6SW3D/3/1H/0204

ALL THAT CERTAIN message, tenement and tract, parcel or piece of land situate on the south side of Moravia Street in the First Ward of Bethlehem City, Northampton County, Pennsylvania.

TITLE TO SAID PREMISES is vested in Richard Weiner and Amy Weiner by deed from Gary L. Helms and Mary K. Helms, said deed recorded on August 8, 2016, in the Northampton County Recorder of Deeds office in Book 2016-1 at page 165653.

THEREON BEING ERECTED a two-story single residential dwelling with brick exterior, shingle roof and attached one-car garage.

**No. C-48-CV-2020-07552****(#9 AUG/2025)**NORTHAMPTON AREA SCHOOL  
DISTRICT

vs.

KAY K. MILISITS

**Property Address:**2859 Mountain View Drive, Bath,  
PA 18014**UPI/Tax Parcel Number:**

H5/22/2A/0520

ALL THAT CERTAIN tract, piece  
or parcel of land situate in Moore  
Township, Northampton County,  
Pennsylvania.

TITLE TO SAID PREMISES is  
vested in Kay K. Milisits by deed  
recorded on October 27, 2003, in the  
Northampton County Recorder of  
Deeds office in Book 2003-1 at page  
449240.

THEREON BEING ERECTED a  
one-story ranch-style single residen-  
tial dwelling with vinyl siding, shingle  
roof and attached one-car garage.

**No. C-48-CV-2022-02384****(#22 AUG/2025)**

LAKEVIEW LOAN SERVICING, LLC

vs.

GAIL KING, TERRENCE BILLMAN

**Property Address:**

21 Edie Lane, Easton, PA 18045

**UPI/Tax Parcel Number:**

M8SE2/18/26/0324

ALL THAT CERTAIN lot or piece of  
ground situate in Palmer Township,  
Northampton County, Pennsylvania,  
being Lot No. 112 as shown on the  
Plan of "Wilden Acres", said Plan  
recorded in Map Book 12 at page 53.

TITLE TO SAID PREMISES is  
vested in Gail King and Terrence  
Billman, as tenants by the entirety,  
by deed from Kimberly Kunsman,  
unmarried, said deed recorded on  
April 12, 2016, in the Northampton  
County Recorder of Deeds office in  
Book 2016-1 at page 067170.

THEREON BEING ERECTED a  
two-story single residential dwelling  
with shingle façade, shingle roof and  
attached one-car garage.

**No. C-48-CV-2022-05804****(#15 AUG/2025)**

FORKS TOWNSHIP

vs.

MARIO N. FAMULARO

**Property Address:**19 Brandywine Court, Easton, PA  
18040**UPI/Tax Parcel Number:**

K9SE4/8/20/0311

ALL THAT CERTAIN tract of land  
situated in Forks Township,  
Northampton County, Pennsylvania,  
being Lot 19 of Brandywine Court as  
shown on plan titled "Corrective Final  
Plat, Portion of Independence Devel-  
opment, Section II", recorded in Plan  
Book 1995-5 at page 204.

TITLE TO SAID PREMISES is  
vested in Mario N. Famularo by deed  
from Marian L. Trapani, said deed  
recorded on December 20, 2005, in  
the Northampton County Recorder of  
Deeds office in Book 2005-1 at page  
514761.

THEREON BEING ERECTED a  
two-story residential townhouse with  
combination vinyl siding/brick  
exterior, shingle roof and attached  
one-car garage.

**No. C-48-CV-2022-08175****(#27 AUG/2025)**BETHLEHEM AREA SCHOOL  
DISTRICT

vs.

JEFFREY M. VACLAVIK,

GEORGEANN M. VACLAVIK

**Property Address:**101 West 4th Street, Bethlehem,  
PA 18015**UPI/Tax Parcel Number:**

P6SE1A/18/4/0204

ALL THAT CERTAIN messuage, tenement and lot or tract of land, with the hereditaments and appurtenances, situate in Bethlehem City, Northampton County, Pennsylvania.

TITLE TO SAID PREMISES is vested in Jeffrey M. Vaclavik and Georgeann M. Vaclavik, said deed recorded on February 2, 1995, in the Northampton County Recorder of Deeds office in Book 1995-1 at page 009537.

THEREON BEING ERECTED a three-story combination residential apartment building and commercial storefront with brick exterior and slate roof.

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**No. C-48-CV-2023-09157  
(#19 AUG/2025)**

SELENE FINANCE, LP  
vs.

RALPH M. HEIMRICH,  
UNITED STATES OF AMERICA,  
ELIZABETH A. HEIMRICH

***Property Address:***

16 West Center Street, Nazareth,  
PA 18064

***UPI/Tax Parcel Number:***  
J7SE2D/8/11/0421

ALL THAT CERTAIN lot or parcel of land, with the improvements thereon erected, situate in Nazareth Borough, Northampton County, Pennsylvania.

TITLE TO SAID PREMISES is vested in Ralph M. Heimrich and Elizabeth A. Heimrich, husband and wife, and Elizabeth Markulics, as joint tenants with right of survivorship, by deed from Richard F. Werner and Joan M. Werner, said deed recorded on Jun 25, 2004, in the Northampton County Recorder of Deeds office in Book 2004-1 at page 247179. The said Elizabeth Markulics died on October 6, 2010, whereby title became vested in Ralph M. Heimrich and Elizabeth A. Heimrich.

THEREON BEING ERECTED a two-and-one-half-story half-double residential dwelling with aluminum siding, shingle roof and detached one-car garage.

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**No. C-48-CV-2024-00141  
(#14 AUG/2025)**

WILSON AREA SCHOOL DISTRICT  
vs.

ANVI0917, INC.

***Property Address:***

1507 NORTHAMPTON STREET,  
EASTON, PA 18042

***UPI/Tax Parcel Number:***  
L9SW2B/13/1/0837

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements erected thereon, situate in Wilson Borough, Northampton County, Pennsylvania.

THEREON BEING ERECTED a commercial gas station/convenience store with block exterior, metal roof and eight gas pumps.

***Property Address:***

1517 Northampton Street, Easton,  
PA 18042

***UPI/Tax Parcel Number:***  
L9SW2B/13/2/0837

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements erected thereon, situate in Wilson Borough, Northampton County, Pennsylvania.

TITLE TO BOTH PARCELS is vested in ANVI0917, Inc., by deed from Tolani Rekha, LLC, said deed recorded on June 4, 2021, in the Northampton County Recorder of Deeds office in Book 2021-1 at page 189894.

THEREON BEING ERECTED a one-car loading dock/garage with block exterior and metal roof.

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**No. C-48-CV-2024-00335  
(#17 AUG/2025)**

WILMINGTON SAVINGS FUND  
SOCIETY, FSB, AS OWNER  
TRUSTEE ET AL.



vs.

THOMAS BEAHM, HEIR OF  
JOAN E. BEAHM, DECEASED,  
JAMES BEAHM, HEIR OF JOAN E.  
BEAHM, DECEASED, ROBERT M.  
BEAHM, JR., HEIR OF JOAN E.  
BEAHM, DECEASED, CINDY  
PARTON, HEIR OF JOAN E.  
BEAHM, DECEASED, SANDY  
BECKER a/k/a SANDRA  
BECKER, HEIR OF JOAN E.  
BEAHM, DECEASED, VALERIE  
BEAHM, HEIR OF JOAN E.  
BEAHM, DECEASED, UNKNOWN  
HEIRS, SUCCESSORS, ASSIGNS  
AND ALL PERSONS, FIRMS OR  
ASSOCIATIONS CLAIMING RIGHT,  
TITLE OR INTEREST FROM OR  
UNDER JOAN E. BEAHM,  
DECEASED, UNITED STATES  
OF AMERICA

**Property Address:**

3636 Orth Street, Bethlehem, PA  
18020

**UPI/Tax Parcel Number:**

M7SE4/18/5A/0205

ALL THAT CERTAIN lot or parcel  
of land, with the improvements  
erected thereon, situated on the  
southerly side of Orth Street between  
7th and 9th Streets in Bethlehem  
Township, Northampton County,  
Pennsylvania.

TITLE TO SAID PREMISES is  
vested in Joan E. Beahm by deed  
from Robert M. Beahm and Joan E.  
Beahm, said deed recorded on April  
23, 2008, in the Northampton County  
Recorder of Deeds office in Book  
2008-1 at page 116541.

THEREON BEING ERECTED a  
two-story single residential dwelling  
with vinyl siding and shingle roof.

**No. C-48-CV-2024-01310**  
**(#16 AUG/2025)**

FIDELITY DEPOSIT AND  
DISCOUNT BANK

vs.

MARIO N. FAMULARO

**Property Address:**

19 Brandywine Court, Easton, PA  
18040

**UPI/Tax Parcel Number:**

K9SE4/8/20/0311

ALL THAT CERTAIN tract of land  
situated in Forks Township,  
Northampton County, Pennsylvania,  
being Lot 19 of Brandywine Court as  
shown on plan titled "Corrective Final  
Plat, Portion of Independence Devel-  
opment, Section II", recorded in Plan  
Book 1995-5 at page 204.

TITLE TO SAID PREMISES is  
vested in Mario N. Famularo by deed  
from Marian L. Trapani, said deed  
recorded on December 20, 2005, in  
the Northampton County Recorder of  
Deeds office in Book 2005-1 at page  
514761.

THEREON BEING ERECTED a  
two-story residential townhouse with  
combination vinyl siding/brick  
exterior, shingle roof and attached  
one-car garage.

**No. C-48-CV-2024-07942**  
**(#3 AUG/2025)**

ROCKET MORTGAGE, LLC f/k/a  
QUICKEN LOANS, LLC f/k/a  
QUICKEN LOANS, INC.

vs.

DAVID DUDECK, KNOWN HEIR  
FOR DEBORAH WAITE,  
DECEASED, NICKOLAS FORNEY,  
KNOWN HEIR FOR DEBORAH  
WAITE, DECEASED, SHANNON  
MADISON, KNOWN HEIR FOR  
DEBORAH WAITE, DECEASED,  
UNKNOWN HEIRS OF DEBORAH  
WAITE, DECEASED

**Property Address:**

3326 Lehigh Street, Bethlehem,  
PA 18020

**UPI/Tax Parcel Number:**

N7SE1/13/7/0205

ALL THAT CERTAIN lot or parcel of land in Bethlehem Township, Northampton County, Pennsylvania, being designated as Lots Nos. 1, 2, 3, 4, Block 26, according to the "Plan of Freemansburg Heights", said Plan recorded in Map Book 6 at page 52.

TITLE TO SAID PREMISES is vested in Louis E. Waite and Deborah Waite, husband and wife, by deed from Lawrence T. Rosati and Joy Rosati, his wife, said deed recorded on April 12, 1995, in the Northampton County Recorder of Deeds office in Book 1995-1 at page 031131. The said Louis E. Waite departed this life on February 26, 2023, whereby title became vested solely in Deborah Waite. And the said Deborah Waite departed this life on May 8, 2024.

THEREON BEING ERECTED a one-story ranch-style single residential dwelling with brick exterior, shingle roof and attached two-car garage.

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**No. C-48-CV-2024-10072**  
**(#18 AUG/2025)**

SELENE FINANCE, LP  
vs.

JOHN P. REPETSKY

***Property Address:***

4410 Circle Drive, Bethlehem, PA 18020

***UPI/Tax Parcel Number:***

L7NW3/6/5/0418

ALL THAT CERTAIN parcel or tract of land situate in Lower Nazareth Township, Northampton County, Pennsylvania, and designated as Lot No. 40 on Final Plan of Church Hill Farms - Section IV, recorded in Plan Book 30 at page 6.

TITLE TO SAID PREMISES is vested in John P. Repetsky and Alana Repetsky by deed from Chevelle Mejias n/k/a Chevelle King, and

Alexander King, said deed recorded on April 23, 2019, in the Northampton County Recorder of Deeds office in Book 2019-1 at page 072479. The said Alana Repetsky departed this life on July 4, 2022, whereby title became vested solely in John P. Repetsky.

THEREON BEING ERECTED a two-story single residential dwelling with brick exterior, shingle roof and attached two-car garage.

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**No. C-48-CV-2024-11188**  
**(#2 AUG/2025)**

CARRINGTON MORTGAGE  
SERVICES LLC

vs.

MELISSA S. BARKET

***Property Address:***

47 Long Street, Bangor, PA 18013

***UPI/Tax Parcel Number:***

D10SW2D/7/8/0109

ALL THAT CERTAIN piece or parcel of land situate in East Bangor Borough, Northampton County, Pennsylvania.

TITLE TO SAID PREMISES is vested in Melissa S. Barket by deed from John Angileri and Joyce M. Angileri, husband and wife, said deed recorded on December 21, 2012, in the Northampton County Recorder of Deeds office in Book 2012-1 at page 308696.

THEREON BEING ERECTED a one-story ranch-style single residential dwelling with faux stone exterior, shingle roof and screened-in porch.

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**No. C-48-CV-2024-11505**  
**(#20 AUG/2025)**

WELLS FARGO BANK, N.A.

vs.

VIRGINIA E. HAND a/k/a VIRGINIA STUMPF a/k/a VIRGINIA HAND

***Property Address:***

616 Christian Street, Bethlehem, PA 18015



***UPI/Tax Parcel Number:***

P6SW3A/6/1/0204

ALL THAT CERTAIN lot or piece of ground situated in Bethlehem City, Northampton County, Pennsylvania.

TITLE TO SAID PREMISES is vested in Virginia Stumpf, single, by deed from James Stumpf and Virginia Hand, a divorced couple, said deed recorded on December 13, 2018, in the Northampton County Recorder of Deeds office in Book 2018-1 at page 264409.

THEREON BEING ERECTED a two-story half-double residential dwelling with brick exterior and shingle roof.

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**No. C-48-CV-2024-11739****(#21 AUG/2025)**

PENNYMAC LOAN SERVICES, LLC

vs.

IVORY L. KING, JR.

***Property Address:***

3899 Route 378, Bethlehem, PA 18015

***UPI/Tax Parcel Number:***

P6SW3C/7/21/0719

ALL THAT CERTAIN messuage or tenement and lot or piece of ground situate on the east side of State Highway 12 leading from Bethlehem to Philadelphia in Lower Saucon Township, Northampton County, Pennsylvania.

TITLE TO SAID PREMISES is vested in Ivory L. King, Jr., by deed from Aritec, LLC, by its sole member Rocco Viscito, said deed recorded on October 14, 2021, in the Northampton County Recorder of Deeds office in Book 2021-1 at page 367988.

THEREON BEING ERECTED a three-story single residential dwelling with aluminum siding and shingle roof.

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**No. C-48-CV-2025-02372****(#30 AUG/2025)**

NEBAHAT EVYAP ISBILEN

vs.

SELMAN TURK

***Property Address:***

2807 Eagle Nest Lane, Nazareth, PA 18064

***UPI/Tax Parcel Number:***

K6/8/1-66/0432

ALL THAT CERTAIN parcel of land located in Upper Nazareth Township, Northampton County, Pennsylvania.

TITLE TO SAID PREMISES is vested in Selman Turk by deed from Northampton County Sheriff, said deed recorded on June 24, 2019, in the Northampton County Recorder of Deeds office in Book 2019-1 at page 122908.

THEREON BEING ERECTED a two-story single residential dwelling with vinyl siding, shingle roof and attached two-car garage.

A Schedule of Distribution will be filed by the Sheriff thirty days from the date of the sale and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten days from the date of filing the Schedule of Distribution.

CHRISTOPHER ZIEGER

Sheriff

Northampton County,  
PennsylvaniaALEXANDRIA J. CROUTHAMEL,  
ESQUIRE

Solicitor to the Sheriff

July 17, 24, 31

**IN THE COURT OF COMMON PLEAS OF  
NORTHAMPTON COUNTY COMMONWEALTH  
OF PENNSYLVANIA  
CRIMINAL DIVISION**

**IN RE: ADMINISTRATIVE           : No. C-48-AD-45-2024**  
**ORDER 2025-08: CRIME           :**  
**VICTIM SERVICES AND           :**  
**COMPENSATION FUND,           :**  
**LOCAL VICTIM                   :**  
**SERVICES FUND                   :**

***ADMINISTRATIVE ORDER***

**AND NOW**, this 22nd day of July, 2025, pursuant to Act 77 of 2022, Amendments to the Crime Victims Act, Title 18, Section 11.1101, Subsection (b), and the petition of Commonwealth, it is **HEREBY ORDERED**, this Court **APPROVES** the assessment of \$100, unless otherwise ordered by the Court, to the *Crime Victim Services and Compensation Fund (“CVSC”) and Local Victim Services Fund*. This Cost shall be imposed at both the Magisterial District Courts and the Court of Common Pleas of this Judicial District notwithstanding any statutory provision to the contrary.

Pursuant to Act 77, the disposition of this assessment is hereby **AMENDED** as follows:

(1) Cost imposed under subsection (a) shall be paid into the newly established fund entitled, Crime Victim Services and Compensation Fund (“CVSC”); this fund will replace both existing Crime Victim’s Compensation Fund, and the Victim Witness Services Fund;

(2) 30% of any costs in excess of \$60 shall be paid to Crime Victim Services and Compensation Fund (“CVSC”);

(3) 70% of any costs in excess of \$60 shall be paid to Local Victim Services Fund, to be established and administered by the Northampton County Fiscal Officer. The money in this fund shall be used only for victim services.

(4) The Northampton County Fiscal Officer shall disperse money from Local Victim Services Fund at the discretion of the Northampton County District Attorney.

As stipulated in Act 77 of 2022 as Amended, herein attached and incorporated into this Order are the “*Guidelines for Counties Establishing a Local Victim Services Fund*” which was approved by the Victim’s Services Advisory Committee (VSAC) and approved by the PCCD Commission, to be followed for the administration of the *Local Victim Services Fund*.

**IT IS ORDERED** that this Administrative Order shall take effect on September 2, 2025, no less than thirty (30) days from publication in the Pennsylvania Bulletin.

**IT IS FURTHER ORDERED** that in accordance with Pa.R.Crim.P. 103(c), the District Court Administrator shall:

(a) File one (1) certified copy of this Order with the Administrative Office of the Pennsylvania Courts;

(b) File two (2) certified copies and (1) disk copy of this Order with the Legislative Reference Bureau for publication in the August 2, 2025 *Pennsylvania Bulletin*;

(c) File one (1) certified copy of this Order with Pennsylvania Criminal Procedural Rules Committee;

(d) File one (1) certified copy of this Order with the Clerk of Judicial Records Criminal Division of the Court of Common Pleas of Northampton County; and,

(e) Forward one (1) copy of this Order for publication in the Northampton County Reporter.

**BY THE COURT**

/s/ Craig A. Dally

**CRAIG A. DALLY**  
**PRESIDENT JUDGE**

July 31

**AUGUST 2025**

MON	TUE	WED	THU	FRI
				1 Juvenile Dependency
4 Non-Jury	5 Non-Jury Juvenile	6 Non-Jury Final PFA Hrngs.	7 Juvenile Dependency	8 Juvenile Dependency
11 DRS ARD/ Summaries ASP	12 DRS Juvenile	13 Misc. Hrngs. Final PFA Hrngs.	14 Arraignments Juvenile Dependency	15 Juvenile Dependency
18	19 Argument ASP Juvenile	20 Misc. Hrngs. Final PFA Hrngs.	21 Juvenile Dependency O.C. Audit	22 Juvenile Dependency
25 Criminal	26 Criminal Juvenile	27 Criminal Misc. Hrngs. Final PFA Hrngs.	28 Arraignments Juvenile Dependency	29 Juvenile Dependency

**JONATHAN JORGE v. LAFAYETTE TOWERS,  
LT APARTMENTS, LLC, JOHN DOES 1, 2, 3, and ABC  
CORPORATIONS 1, 2, 3 (fictitious names)**

*Post-trial motion—mold verdict—delay damages—negligence—slip  
and fall—hills and ridges—black ice—constructive notice—waiver.*

Plaintiff sued Defendant in negligence after Plaintiff fell on black ice on Defendant's property. Following a jury trial in which the jury awarded Plaintiff \$1,554,000, Plaintiff and Defendant filed post-trial motions.

In granting Plaintiff's motion for delay damages, the Court found that Plaintiff was entitled to delay damages in the amount of \$172,353.90.

In denying Defendant's post-trial motion, the Court found: 1) the hills and ridges doctrine did not apply; 2) there was sufficient evidence of black ice; 3) Defendant had constructive notice of ice on the sidewalk; 4) the jury instructions regarding future medical expenses, life expectancy, and the missing witness were appropriate; 5) there was sufficient evidence regarding Plaintiff's future pain and suffering; 6) remittitur was not required; and 7) Defendant was not prejudiced by Plaintiff's failure to provide paper exhibits. In granting Defendant's motion to mold the verdict, the Court found that the verdict should be reduced to reflect the parties' stipulated amount of past medical expenses.

Following issuance of the Court's Opinion, neither party appealed to the Pennsylvania Superior Court.

In the Court of Common Pleas of Northampton County, Pennsylvania,  
C-48-CV-2022-01085.

STEVEN J. MARGOLIS, ESQUIRE, for Plaintiffs.

HARRY T. COLEMAN, ESQUIRE, for Defendant Thomas Yacone.

Order of the Court entered on November 20, 2024 by KOURY, J.

*OPINION*

This matter is before the Court on Defendant Lafayette Towers, LT Apartments, LLC's ("Lafayette Towers") post-trial motion and motion to mold verdict, and Plaintiff Jonathan Jorge's ("Jorge") motion for delay damages. *See* Post-Trial Motion of Defendant, *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. July 26, 2024) ("Post-Trial Motion"); *see also* Defendant's Motion to Mold Verdict to Reflect Plaintiff's Comparative Negligence and Correct Amount of Past Medical Expenses as Stipulated, *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. July 24, 2024) ("Motion to Mold Verdict"); *see also* "Plaintiffs' [sic] Motion in Support of Delay Damages Pursuant to Pa.R.C.P. 238," *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. July 22, 2024) ("Motion for Delay Damages"). The parties submitted briefs and presented oral argument. *See* Memorandum of Law in Support of Post-Trial Motion(s) of Defendant, Lafayette Towers, *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. Sept. 10, 2024) ("Lafayette Towers's Memorandum of Law"); *see also* Plaintiff's

Brief in Opposition to Defendants' Motion for Post-Trial Relief; *Jorge v. Lafayette Towers et al.*, C-48-CV-2022- 1085 (C.P. Northampton Co. Oct. 3, 2024) ("Jorge's Brief in Opposition"); *see also* "Plaintiffs' [sic] Brief in Support of Delay Damages Pursuant to Pa.R.C.P. 238," *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. July 22, 2024); *see also* Notes of Argument, *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. Oct. 15, 2024) ("N.T. Oct. 15"). The matter is now ready for disposition.

## BACKGROUND

### I. Procedural Background

On February 22, 2022, Jorge filed a Complaint against Lafayette Towers for injuries sustained in a slip and fall on Lafayette Towers's property on January 27, 2021. *See* Complaint, *Jorge v. Lafayette Towers et al.*, C- 48-CV-2022-1085 (C.P. Northampton Co. Feb. 22, 2022); *see also* First Amended Complaint, *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. July 10, 2024). The Complaint alleges that Jorge fell due to Lafayette Towers's negligence for failing to remove ice from the sidewalk.<sup>1</sup> *See id.*

On April 6, 2022, Lafayette Towers filed an Answer and New Matter. *See* "Answer and New Matter/Cross Claim of Defendant A. Hunter Property Management Inc.<sup>2</sup> [sic] to the Plaintiffs' [sic] Complaint," *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. Apr. 6, 2022) ("Answer and New Matter"). Lafayette Towers's Answer and New Matter asserts that: 1) Lafayette Towers was not negligent; 2) Lafayette Towers did not breach a duty to Jorge; and 3) Jorge's claims are barred by assumption of the risk, contributory negligence, and comparative negligence. *See id.*

On November 15, 2023, Lafayette Towers moved for summary judgment. *See* "Defendant Wawa Inc.'s<sup>3</sup> [sic] Motion for Summary Judgment," *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. Nov. 15, 2023). On March 13, 2024, the Court denied Lafayette Towers's motion for summary judgment. *See* Order of Court, *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. Mar. 13, 2024). On June 7, 2024, the Honorable Emil A. Giordano held a settlement confer-

<sup>1</sup> The initial Complaint alleges that Jorge fell while walking to his vehicle. Thereafter, Jorge filed an amended complaint indicating that he fell while walking back from his vehicle to his apartment. Jorge testified that he has a tenth grade education and that he did not notice the mistake when the initial complaint was filed. N.T. July 16 at 169-70.

<sup>2</sup> Lafayette Towers's answer and new matter is entitled "Answer and New Matter/Cross Claim of Defendant A. Hunter Property Management Inc. to the Plaintiffs' Complaint." A. Hunter Property Management, Inc. is not a party to this action.

<sup>3</sup> Lafayette Towers's motion for summary judgment is entitled "Defendant Wawa Inc.'s Motion for summary judgment." Wawa, Inc. is not a party to this action.

ence. *See* Order of Court, *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. Feb. 26, 2024). The parties were unable to reach a settlement agreement. On July 3, 2024, the matter was assigned to the undersigned for trial.

A jury trial was held on July 15, 2024, July 16, 2024, and July 17, 2024. *See* Transcript of Proceedings July 15, 2024, *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. Aug. 21, 2024) (“N.T. July 15”); *see also* Transcript of Proceedings July 16, 2024, *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. Aug. 21, 2024) (“N.T. July 16”); *see also* Transcript of Proceedings July 17, 2024, *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. Aug. 21, 2024) (“N.T. July 17”). Steven J. Margolis, Esquire represented Jorge and Harry T. Coleman, Esquire represented Lafayette Towers. On July 17, 2024, the jury entered a verdict in Jorge’s favor and against Lafayette Towers in the amount of \$1,554,000.00. *See* Verdict, *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. July 17, 2024). The jury found that Jorge was ten percent negligent and Lafayette Towers was ninety percent negligent and apportioned Jorge’s damages as follows:

1. \$9,000.00 for past medical expenses;
2. \$225,000.00 for future medical expenses;
3. \$119,000.00 for past lost earnings;
4. \$700,000.00 for future lost earnings;
5. \$500,000.00 for past, present, and future pain and suffering, embarrassment and humiliation, and loss of enjoyment of life; and
6. \$1,000.00 for disfigurement.

*See id.*

On July 22, 2024, Jorge filed a Motion for Delay Damages arguing that he is entitled to delay damages under Pa.R.C.P. 238 because Lafayette Towers did not make a settlement offer. *See* Motion for Delay Damages. On July 24, 2024, Lafayette Towers filed a Motion to Mold Verdict arguing that the verdict should be reduced by \$687.11 to reflect the parties’ stipulation that Jorge had past medical expenses in the amount of \$8,312.89. *See* Motion to Mold Verdict.

On July 26, 2024, Lafayette Towers filed a post-trial motion arguing that: 1) the jury’s verdict is not supported by sufficient evidence; 2) the verdict is against the weight of the evidence; 3) the Court erred and abused its discretion in allowing the jury to deliberate when Jorge presented legally insufficient facts; 4) the Court abused its discretion in allowing evidence of Jorge’s future medical expenses and life expectancy; 5) the Court abused its discretion by instructing the jury regarding Jorge’s life expectancy relating to pain and suffering because doing so lacked a medical foundation; 6) the Court abused its discretion by instructing the jury that the missing witness instruction was not applicable; 7) the verdict was

“motivated by improper reasons including the perceived wealth of [Lafayette Towers]”; 8) the verdict is excessive and requires remittitur; and 9) the Court abused its discretion by denying Lafayette Towers’s motion for a non-suit when Jorge did not provide a trial exhibit list until after Jorge’s witnesses testified. *See* Post-Trial Motion.

## II. Trial

### A. Opening Statements

Following the Court’s opening instructions to the jury, Attorney Margolis and Attorney Coleman presented opening statements. During Attorney Coleman’s opening statement, Attorney Coleman stated that Jorge was treated by two orthopedic surgeons from St. Luke’s Health Network, Dr. James Sacco (“Dr. Sacco”) and Dr. James Lachman (“Dr. Lachman”). N.T. July 15 at 55. Attorney Coleman stated:

The case, I submit, is lawyer paid, expert driven. How can I say that? The plaintiff’s [sic] treated with Dr. Sacco, James Sacco, at St. Luke’s. Dr. Sacco is an orthopedic surgeon. [Attorney Margolis] asked him that as much on page 84, line 15 of his deposition. We’ll show you that. Dr. Sacco did an open reduction internal fixation with the bones, a tightrope type of surgery that you’ll hear about. [Jorge] then treated with Dr. Lachman at St. Luke’s, also an orthopedic surgeon. Dr. Lachman’s surgery was a complete and total success with [Jorge], yet neither Dr. Sacco or Dr. Lachman will author one word in this courtroom by way of testimony, either live or on the audio. They are not testifying. [Attorney Margolis] went out and hired—

*Id.* at 55-56. Attorney Margolis objected to Attorney Coleman’s opening statement regarding the doctors’ failure to testify. *Id.* at 56. Attorney Margolis argued that St. Luke’s does not permit doctors to testify in court. *Id.* He further stated that Attorney Coleman’s statement was improper because the doctors were equally available to both sides to call as witnesses. *Id.* Attorney Margolis stated:

[ATTORNEY MARGOLIS]: [Attorney Coleman] has the same availability that I do to call a witness. It is improper for anyone to talk about someone not presenting a witness who’s available to both sides, and for him to do that and suggest I’ve done something wrong—because that’s what he’s doing. He’s suggesting that I did something improper when I don’t have the ability to present this doctor any more than he does.

...

[Attorney Coleman] cannot argue that I failed to call a witness who he has not called either. If he thought they would



be beneficial for his side of the case, he could have subpoenaed the doctor and said Doctor, I need you to testify about the procedure you did and we're going to take testimony and we'll present it in court, whether live or by video. So for him to say that I have an obligation, they are not my doctors. They are treating doctors available to both sides.

...

*Id.* at 56-58. The Court permitted Attorney Coleman to continue his opening statement arguing that neither doctor would testify at trial but ordered the parties to submit briefs regarding the issue of Attorney Coleman's statement that neither Dr. Sacco nor Dr. Lachman would testify at trial. *Id.* at 70.

The parties submitted briefs before the second day of trial and presented argument to the Court. Before the start of the second day of trial, Attorney Margolis moved for a mistrial regarding this issue. N.T. July 16 at 10. The Court denied Jorge's motion for a mistrial but advised the parties that it would read a curative instruction to the jury prior to the admission of the experts' testimony. *Id.* at 6-7, 11-12. Attorney Coleman objected to the Court's ruling on providing a curative instruction. *Id.* at 8, 12.

At the start of the third day of trial, prior to the experts' testimony, the Court instructed the jury as follows:

[THE COURT]: During the opening statement by Attorney—by the attorney for Lafayette Towers, Attorney Harry Coleman, Mr. Coleman stated, quote, Dr. Sacco did an open reduction internal fixation with the bones, a tightrope type of surgery that you'll hear about. Plaintiff then treated with Dr. Lachman at St. Luke's, also an orthopedic surgeon. Dr. Lachman's surgery was a complete and total success with Mr. Jorge, yet neither Dr. Sacco or Dr. Lachman will author one word in this courtroom by way of testimony, either live or on the video. They're not testifying.

Now I'm not saying that Attorney Coleman did something intentionally wrong by making this statement. I'm not saying that. However, because the statement was made by Mr. Coleman, I need to bring to your attention a rule of law.

There's a rule of law called the Missing Witness Rule. This rule provides that when a party does not call a witness to testify at trial and, one, that witness has special information relevant to the case not presented by another witness; two, that witness has a relationship with the party who did not call the witness at trial and would be expected to testify favorably to that party; and three, the party has not satisfactorily explained the reason for calling—for failing to call that witness, if all three of those factors have been established, the jury may find that that witness's testimony would have been unfavorable to the party who did not call the witness.

However, this rule does not apply here. It does not apply because if the witness is equally available to the plaintiff and the defendant, the rule does not apply. Here, Dr. Sacco and Dr. Lachman are both equally available for the plaintiff and the defendant to call as witnesses. Therefore, that is why the—the Missing Witness Rule does not apply. That is why I want to bring this to your attention.

A lawyer for the defendant may not ask a jury to draw an adverse inference from the plaintiff's failure to call these two witnesses because these two witnesses were equally available to Mr. Coleman to call as witnesses himself. Mr. Coleman could have called Dr. Sacco or Dr. Lachman as a witness. Because he had that ability, the Missing Witness Rule does not apply.

Is there anyone who does not understand that?

[ATTORNEY MARGOLIS]: May we approach?

[THE COURT]: Yes.

[ATTORNEY MARGOLIS]: Thank you.

[ATTORNEY MARGOLIS]: I'm just making a record.

I take exception because three days or two days later, after they've mulled that over for two days, I don't think that satisfactorily cures the taint.

[THE COURT]: So you're still moving for a mistrial?

[ATTORNEY MARGOLIS]: Your Honor, I'm taking exception to the charge.

...

[THE COURT]: Any position on the charge? He took exception.

[ATTORNEY COLEMAN]: *It was appropriate. I have no objection, Your Honor.*

N.T. July 17 at 6-9 (emphasis added).

## B. Jorge's Witnesses

### 1. Elaine Fox.

Jorge introduced the answers to interrogatories of Lafayette Towers's property manager, Elaine Fox ("Fox"). N.T. July 16 at 27. Fox was asked who was responsible for supervising and maintaining the area where Jorge slipped and fell on January 27, 2021. *Id.* Fox replied, "The manager and maintenance of the staff are responsible for supervising and/or maintaining of the area where [Jorge] allegedly fell." *Id.* at 27-28. When asked if there was a maintenance schedule regarding the area where Jorge fell, Fox replied, "Typically the first order of business on the schedule would be taking care of any precipitation that previously fell." *Id.* at 28. When

asked if Jorge was given a warning concerning any danger in the area where Jorge fell, Fox replied, “None, as none was required. The area was maintained. [Jorge’s] common sense as to walking in winter conditions should have prevailed.” *Id.*

## 2. Samantha Vedral.

Jorge called Samantha Vedral (“Vedral”) as of cross examination. *See* N.T. July 16 at 29. Vedral is the community manager at Lafayette Towers and Washington Court Apartments. *Id.* Vedral resides at Lafayette Towers. *Id.* at 30. Lafayette Towers spans the length of one block and is located at 2030-2040 Lehigh Street, Easton, Pennsylvania. *Id.* Lafayette Towers contains six offices, 102 residential housing units with approximately 500 residents. *Id.* There are five entrances to the building, three of which are in the front of the building. *Id.* at 36. The front of the building faces Lehigh Street. *Id.* At the time of Jorge’s fall, there were three commercial units in Lafayette Towers containing an ATM, pharmacy, and a vacant unit. *Id.* at 43. There is an upper sidewalk and lower sidewalk in front of Lafayette Towers. *Id.* at 38, 42. Each resident is required to sign a lease before moving into Lafayette Towers. *Id.* at 31. The lease provides that Lafayette Towers is responsible for maintaining common areas, including the sidewalks, of Lafayette Towers. *Id.*

Lafayette Towers follows written policies and procedures regarding property management to ensure the safety of residents. *Id.* at 56-57, 61. The written policies and procedures include a snow and ice removal policy. *Id.* at 57. Vedral indicated that she is responsible for enforcing the snow and ice removal policy but she had never read the policy prior to Jorge’s fall. *Id.* Vedral testified that she was not aware of the snow and ice removal policy until after Jorge’s fall. *Id.* The policy states that Lafayette Towers should: 1) remove snow and ice from the sidewalk; 2) distribute salt on the sidewalk to prevent accumulation of ice; and 3) remove salt from the sidewalk after snow and ice has melted. *Id.* at 58-59. Pursuant to the policies and procedures, the property manager is responsible for notifying residents of a freeze warning or freezing weather. *Id.* at 60. Vedral testified that maintenance employees are required to salt the sidewalk if there is “inclement weather, the thought of inclement weather, we would be salting, typically, and salting the day of as well.” *Id.* at 77. Vedral testified that she does not go outside at 7:00 a.m. to look for ice accumulation. *Id.* at 80. Vedral stated:

We, as a team, will look at the weather. We’ll keep—I contacted the weather [sic]. Also, I go on my balcony. I can see if there’s any kind of snow precipitation that way, you know. But we plan for things like this. It’s not just it’s all on me to come outside and make sure the sidewalks are safe for every single person. Not to mention that people work nights, so how could I prepare for that as well?

*Id.* at 80-81.

On January 27, 2021, three maintenance employees were scheduled to report to Lafayette Towers at 8:00 a.m., 8:30 a.m., and 9:00 a.m., respectively. *Id.* at 32. As the property manager, Vedral has the authority to mandate employees to report to work early if there is inclement weather. *Id.* At the time of Jorge's injury, Lafayette Towers did not keep a record of the maintenance workers' responsibilities for the day. *Id.* at 33. Lafayette Towers now keeps records regarding snow removal. N.T. July 17 at 22. Vedral testified that the first thing maintenance employees are instructed to do in the morning is remove snow or ice. N.T. July 16 at 33.

On the date of Jorge's fall, the first maintenance worker, Joseph Cuva ("Cuvo"), reported to Lafayette Towers at 7:47 a.m. *Id.* at 35; *see also* Plaintiff's Exhibit 33. The salt spreader for the sidewalks is located in Lafayette Towers's garage and the maintenance workers are instructed to begin salting at the front of the building. *Id.* at 35-36. Lafayette Towers uses calcium rock and rock salt to melt snow and ice. *Id.* at 59. Vedral testified that Jorge said he fell on the side portion of the building on the upper sidewalk near the ATM. *Id.* at 36, 42; *see also* Plaintiff's Exhibit 112. Vedral stated that after Jorge fell on the sidewalk, he did not complete an incident form but rather told Vedral about the incident after he returned from the hospital. *Id.* at 38. Thereafter, Vedral completed an incident report. *Id.* at 39; *see also* Plaintiff's Exhibit 38. Vedral testified that Cuva, who reported at 7:47 a.m., "[w]ould not have salted [the area where Jorge fell] between 7:45 [a.m.] and 7:50 [a.m.]. He wouldn't have salted anything at 7:45 [a.m.] or 7:50 [a.m.]" *Id.* at 62. On the date of the incident, Vedral did not warn residents that there was a weather event or freezing weather. N.T. July 17 at 25.

### 3. Cristina Toribio.

Cristina Toribio ("Toribio") is married to Jorge and is a registered nurse for Lehigh Valley Hospital. N.T. July 16 at 85, 91. Toribio and Jorge met in 2012. *Id.* at 85. Jorge was working for the New York Mets as a groundskeeper when he met Toribio. *Id.* at 87. When Toribio and Jorge began dating, Toribio resided in Allentown, Pennsylvania and Jorge resided in Manhattan, New York. *Id.* at 86. Toribio and Jorge were married in 2014 and have three children. *Id.* In 2015, Toribio and Jorge relocated from Queens, New York to Lafayette Towers. *Id.* at 88. While Toribio was pursuing her nursing degree, Jorge stopped working to provide childcare for their children. *Id.* at 95. At the time of Jorge's injury, Jorge took the children to daycare everyday while Toribio completed online schooling. *Id.* at 95-96. Since July of 2020, Jorge has not been employed or had an income. *Id.* at 115. Toribio testified that Jorge intended to work as a truck driver after she completed her nursing degree. *Id.* at 95.

Toribio testified that on January 27, 2021, Jorge left their apartment to start his vehicle and Jorge did not return in the normal timeframe. *Id.* at

97. Upon returning to their apartment between 7:45 a.m. and 7:50 a.m., Jorge told Toribio that he fell near the lower sidewalk where his vehicle was parked near the ATM and hurt his ankle. *Id.* at 98, 102, 120. Approximately twenty minutes later, Toribio, Jorge, and their children walked to their vehicle and saw a maintenance worker salting the sidewalk and was approaching where Jorge's vehicle was parked. *Id.* at 98, 114. Toribio noticed there was approximately one inch of snow on the ground. *Id.* Toribio testified that an employee was salting the sidewalk and the snow was melting. *Id.* at 114. Toribio then drove Jorge to the emergency room. *Id.*

A few hours after returning home from the emergency room, Toribio took photographs of Jorge's ankle and the sidewalk where Jorge fell. N.T. July 16 at 442, 99, 102; *see also* Plaintiff's Exhibit 112-120. The photographs of the sidewalk show salt on the sidewalk near Jorge's vehicle, which Toribio stated was not there when she took Jorge to the emergency room. *Id.* at 102-03. Vedral testified that the photographs show salt on the sidewalks in front of Lafayette Towers. *Id.* at 45-46; *see also* Plaintiff's Exhibit 113. Vedral admitted that there was ice and "slush" visible in the photographs of the sidewalk. *Id.* at 46-47.

Toribio testified that prior to Jorge's injury, she and Jorge were saving money to buy a home and move out of Lafayette Towers. *Id.* at 106-07. However, after Jorge's injury, Toribio and Jorge were unable to purchase a home and started to reside separately. *Id.* at 107. Toribio began residing with their children at her mother's home and Jorge moved in with Toribio's brother. *Id.* Toribio and their children share one bedroom in her mother's home. *Id.* at 107-08. Because Jorge does not have an income, Toribio pays for all of his expenses, including Jorge's rent. *Id.* at 108. Toribio testified that Jorge is able to drive a vehicle but does not drive long distances. *Id.* at 109. Prior to Jorge's injury, Toribio and Jorge would take a walk, hike, ride bikes, dance, and go to amusement parks. *Id.* at 109-110. However, Jorge is unable to participate in these activities because of his injury. *Id.* at 110.

#### 4. Jonathan Jorge.

Jorge is forty-one years old and grew up in Manhattan, New York. N.T. July 16 at 127-28. Jorge completed ninth grade of high school and attended some of tenth grade. *Id.* Jorge dropped out of high school to help raise his younger sister. *Id.* at 127-28, 198. Rather than completing his GED, Jorge pursued trade school. *Id.* at 128-29. In 2009, Jorge began working for First Quality Alliance, a company that contracted with the New York Mets to construct baseball stadiums. *Id.* at 129-30. From 2010 to 2017, Jorge worked as a groundskeeper for the New York Mets. *Id.* at 130-31. In 2017, Jorge left his employment as a groundskeeper to work for the New York Parks Department ("Parks Department") where he attended courses and obtained his commercial driver's license ("CDL"). *Id.* at 138. In 2018, Jorge left his job at the Parks Department, moved to Pennsylvania to be

closer to Toribio and their children, and started working as a heavy equipment operator for a mulch and topsoil company. *Id.* at 141-43. From 2009 to 2020, Jorge's annual salary ranged from \$15,639.00 to \$63,697.00. *Id.* at 136-37. In 2020, Jorge left his employment as a heavy equipment operator to help Toribio with childcare for their children. *Id.* at 143-44. After Jorge left his job as a heavy equipment operator, from July 2020 to the date of his injury, Jorge applied for CDL jobs to pursue his goal of becoming a truck driver. *Id.* at 179. Jorge received Social Security Disability for a limited period of time. *Id.* at 180.

Jorge described the events on the date of his injury. On the morning of January 27, 2021, Jorge prepared breakfast for his children and left his apartment to start his vehicle prior to taking his children to daycare. *Id.* at 144-45. When Jorge was outside of Lafayette Towers, he noticed it was not snowing. *Id.* at 194. Jorge walked to his vehicle in "grip sole" shoes, started the vehicle, and fell on his way back to his apartment near the flowerbeds on the sidewalk in front of Lafayette Towers. *Id.* at 145, 188; *see also* Defendant's Exhibit 11. He stated that he fell very quickly and heard his ankle crack. *Id.* at 145. Jorge stated:

Let me paint this picture. So when I was on the ground, that's when I realized that I was on top of ice. I was not paying attention to ... basically walking, if I was going to walk here, step in there, step in there. No, I was just—my job was to go downstairs and turn on the car and walk towards the building and go upstairs and get the kids ready. Unfortunately, it didn't happen that way.

*Id.* at 145-46. Jorge testified that he did not notice ice on the sidewalk walking to or from his vehicle. *Id.* at 166-67. The following exchange was placed on the record:

[ATTORNEY COLEMAN]: Okay. What caused you to fall?

[JORGE]: I don't know.

[ATTORNEY COLEMAN]: Your complaint says that—and we've heard that it was an isolated patch of black ice.

[JORGE]: That's what I noticed when I was on the ground.

[ATTORNEY COLEMAN]: Okay. You told the jury earlier under oath that you were not paying attention.

[JORGE]: No, I didn't say that.

[ATTORNEY COLEMAN]: Sure, you did.

[JORGE]: What I meant to say, what I meant to say that—when I was walking, I wasn't looking for ice. That's what I meant to say. Let me clear that. Not to say that I wasn't paying attention because obviously I was because I freaking knew where I was going, my direction and coming back. I wasn't paying attention if there was ice on the ground or not. There was black ice.

...

[ATTORNEY COLEMAN]: Sure. You went to your car and you fell on an isolated patch of black ice on your way back, correct?

[JORGE]: Correct.

*Id.* at 189-90.

After Jorge fell, he “hopped” back to his apartment. *Id.* at 146. Toribio took Jorge to the emergency room and he was diagnosed with a fractured ankle. *Id.* at 148-49, 193. The doctor wrapped his ankle in a brace, and gave Jorge crutches. *Id.*

One week later, Jorge had an appointment with Dr. Sacco. *Id.* at 149. Dr. Sacco performed surgery on Jorge’s ankle and Jorge attended postsurgery physical therapy. *Id.* at 149. Jorge testified that after the surgery he had pain and limited mobility. *Id.* at 149. The surgery and physical therapy did not alleviate Jorge’s pain and his ankle was not healing. *Id.* at 150-51. Jorge sought a second opinion from Dr. Lachman who performed a second surgery on his ankle. *Id.* at 151, 154; *see also* Plaintiff’s Exhibit 122. Following the second surgery, Jorge attended physical therapy but his ankle did not completely heal. *Id.* at 154.

Jorge’s last appointment with Dr. Lachman was in July of 2023 when he was supplied with an ankle brace and a cane. *Id.* at 154-55. Jorge wears the ankle brace when he needs to walk long distances and uses the cane in cold weather. *Id.* at 156. Jorge’s family doctor prescribes medication to manage his pain, including Ibuprofen and creams. *Id.* at 207-08. Jorge has a scar on his ankle from the surgeries. *Id.* at 165. Jorge has not worked since the date of his injury because of pain. *Id.* at 181. Jorge testified that Dr. Lachman advised him to “just be very limited on what you got going on. There’s nothing more I can do.” *Id.* at 207.

Jorge testified that prior to his injury, he enjoyed going to the gym and playing soccer with his children, but he is no longer able to participate in these activities. *Id.* at 158, 161. Jorge is able to drive a vehicle but he has difficulty driving long distances from continued braking and accelerating. *Id.* at 209.

##### 5. John Dieckman.

John Dieckman (“Dieckman”) began working as a disability management specialist in 1983 and primarily completes workers’ compensation evaluations and personal injury evaluations. N.T. July 16 at 215. Dieckman has a master’s degree in divinity and a master’s degree in counseling and human services. *Id.* at 215-16. In 1985, Dieckman was certified by the Group on Certification of Rehabilitation Counselors and Certification of Disability Management Specialists. *Id.* at 216. Dieckman was admitted to testify as a vocational expert on behalf of Jorge. *Id.* at 220. Dieckman has previously been admitted as a vocational expert in other courts. *Id.* at 217.



On December 5, 2023, Dieckman interviewed Jorge on Zoom and authored an expert report with his findings. *Id.* at 222-23; *see also* Plaintiff's Exhibit 71. The purpose of Dieckman's evaluation of Jorge was to determine Jorge's "residual employability." *Id.* at 231.

Dieckman evaluated Jorge's lost earnings and earning capacity. *Id.* at 221. He reviewed Jorge's medical files, including a report from Dr. Gene Levinstein ("Dr. Levinstein"). *Id.* at 221-22. Dieckman did not consider Dr. Sacco's, Dr. Lachman's, and Dr. Thomas Allardyce's ("Dr. Allardyce") reports in arriving at his opinion. *Id.* at 243. When making his report and determining an individual's disability, Dieckman considers the individual's present condition. *Id.* at 227.

Dieckman also reviewed Jorge's deposition, answers to interrogatories, Social Security Administration documents, and Jorge's income tax returns from 2019 to 2022. *Id.* at 227. At the time of Jorge's injury, Jorge did not have an income. *Id.* at 224. After his injury, Jorge was eligible for Social Security Disability, but in August of 2022, Social Security ceased Jorge's benefits because it determined that Jorge was able to perform unskilled, sedentary employment such as being a ticket-taker or a glasses lens inserter. *Id.* at 230-31.

At the time of the interview, Jorge was forty years old and Dieckman noted that Jorge demonstrated good communication skills. *Id.* at 223. Dieckman's report stated that Jorge lives in a different home than Toribio and their children and that Jorge would assist Toribio with childcare. *Id.* Dieckman considered Jorge's education and work background. *Id.* at 227. He considered that Jorge has a tenth grade education, his employment with the New York Mets and Parks Department, and that Jorge has a CDL. *Id.* at 228. He further considered that Jorge was residing in Easton, Pennsylvania and commuting to New York to work but eventually found local employment. *Id.* at 228-29. Dieckman recognized that Jorge wanted to pursue driving a tanker truck where he could earn a significant income and noted that Jorge obtained a Transportation Worker Identification Credential. *Id.* He testified that Jorge completed numerous job applications, including applications for a job as a CDL driver, at a hospital, and airport, but was never offered employment. *Id.* at 229-30.

In making his evaluation, Dieckman considered Jorge's injury, diagnosis, surgery, and post-surgery physical therapy. *Id.* at 224-25. Jorge advised Dieckman that his family doctor prescribes medication and that he stopped attending physical therapy because he no longer had health insurance. *Id.* at 226. The interview revealed that Jorge's pain levels vary from day to day and weather conditions and that driving a vehicle causes pain. *Id.* at 227.

Regarding his opinion of Jorge's "residual employability," Dieckman had two conflicting records: 1) Dr. Levinstein's report that indicates Jorge's injury is permanent and he cannot be a CDL driver; and 2) Social Security Disability's opinion that Jorge is capable of performing unskilled, sedentary



work. *Id.* at 231. Dieckman defined sedentary work as “work that’s performed primarily from a seated position and doesn’t involve any more than [ten] pounds of lifting on an occasional basis ... [t]here’s nothing below sedentary. If you can’t do sedentary work, you can’t work.” *Id.* He stated the Jorge’s prior employment as a groundskeeper and heavy equipment operator would be considered medium duty work. *Id.* at 231-32. He considered the following portion of Dr. Levinstein’s report:

The patient’s prognosis is guarded/poor as this condition is permanent and highly susceptible to reinjury and reoccurrence/aggravation. He sustained serious impairment of bodily function ... inability to work after the accident and any associated loss of income is directly and causally related to the January 27, ‘21, fall and sustained injuries. Mr. Jorge previously worked operating heavy equipment and as a CDL driver, but neither of these jobs would be appropriate to return to based upon above-listed injury to his right ankle with permanent limitations.

*Id.* at 225-26.

Dieckman determined that Jorge would be unable to perform CDL work and further stated:

So what I did was I said that he had be [sic] a candidate for sedentary work, but he’s a very poor candidate. Now what do I mean by that? Sedentary work is something that you would see someone doing using a computer, a typewriting in the older days, using a phone, sitting at a desk. Usually people who do that work have some level of computer skill and some aptitude for reading, writing, and translating information into written and verbal information. Mr. Jorge has none of that aptitude. His computer skills are merely basic, if that. He doesn’t read or write well. He doesn’t type. He’s unfamiliar with Microsoft Office. So his ability to perform sedentary work is going to be very limited.

*Id.* at 232. Dieckman determined that Jorge can perform sedentary jobs such as a rental clerk, order clerk, desk clerk, or security guard, and that Jorge is not totally disabled. *Id.* at 232-33. He stated that although he determined that Jorge can perform sedentary work, it will be difficult for Jorge to obtain employment and he will be limited in the type of employment he is able to do. *Id.* at 233. Dieckman explained Jorge’s employment limitations:

There’s all different classifications of work in the federal government. Sedentary is the least physically demanding. There’s nothing below sedentary. If you can’t do sedentary work, you can’t work. With the work he had done in the past as groundskeeper, heavy equipment operator, it’s called medium duty work. Could be lifting up to [fifty] pounds. You could

be on your feet all day long, standing and walking. He can't do that level of work. Social Security made the decision he could do sedentary work, and Dr. Levinstein made the decision this is permanent. So, therefore, he's not going to progress back to being a CDL driver or something like that.

So what I did was I said that he had be [sic] a candidate for sedentary work, but he's a very poor candidate. Now what do I mean by that? Sedentary work is something that you would see someone doing using a computer, a typewriter in the older days, using a phone, sitting at a desk. Usually people who do that work have some level of computer skill and some aptitude for reading, writing, and translating information into written and verbal information. Mr. Jorge has none of that aptitude. His computer skills are merely basic, if that. He doesn't read or write well. He doesn't type. He's unfamiliar with Microsoft office. So his ability to perform sedentary work is going to be very limited.

*Id.* at 231-32.

Regarding Jorge's ability to obtain income from a sedentary job, Dieckman testified that the Department of Labor Bureau of Labor Statistics estimates the following salaries: 1) an order clerk earns \$39,000.00 per year; 2) a counter clerk earns \$37,000.00 per year; and 3) a security guard earns \$35,000.00 per year. *Id.* Dieckman testified that the average salary of these sedentary jobs is \$35,975.00 and \$41,517.00 including the value of benefits. *Id.* at 235.

Dieckman testified that age sixty-seven is the average end of an employee's working life. *Id.* at 234. Prior to his injury, in 2019 and 2020, Dieckman estimated that Jorge's average annual earning capacity was \$51,772.00 and \$66,993.00 respectively, including the value of his benefits. *Id.* at 234-35. Dieckman testified that Jorge's pre-injury earning capacity was \$66,993.00 and Jorge's past lost earnings was \$198,732.00. *Id.* at 236. With respect to loss of future earning potential, Dieckman considered the amount Jorge would have earned performing doing heavy equipment operator work, less the amount Jorge would have earned performing sedentary work, a difference of \$25,476.00 per year. *Id.* at 237. Dieckman calculated Jorge's future lost earnings to be \$676,133.00. *Id.* at 237-38. By adding Jorge's past lost earnings (\$198,732.00) to Jorge's future lost earnings (\$676,133.00), Dieckman determined that Jorge's total loss as a result of his injury is \$874,865.00.<sup>4</sup> *Id.* at 238. Dieckman opined that this amount was considered conservative and Jorge's total loss could be much greater. *Id.* at 238.

<sup>4</sup> Dieckman's report notes that Jorge's total lost earnings is \$903,157.00. *Id.* at 239. Dieckman clarified that he made a mathematical error when writing his report. His testimony reflects that Jorge's total lost earnings is \$874,865.00. *Id.* at 240.

## 6. Gene Levinstein.

On July 12, 2024, Dr. Gene Levinstein testified on behalf of Jorge during a videotaped deposition. *See* Plaintiff's Exhibit 148.<sup>5</sup> He received his undergraduate degree from Temple University and his medical degree from Ross University. *Id.* at 5. He completed an internship, residency, and fellowship training. *Id.* Dr. Levinstein is board certified as a physician in physical medicine and rehabilitation specializing in pain management, also known as physiatry. *Id.* at 5-7. Physiatry focuses on treating a patient's functions and treats a patient's pain following surgery. *Id.* at 6, 11. Dr. Levinstein has previously been admitted as an expert in other courts. *Id.* at 217. *Id.* at 9. Dr. Levinstein was admitted to testify via video deposition as an expert in physical medicine and rehabilitation.

When evaluating a patient, Dr. Levinstein performs an independent medical evaluation ("IME") where he reviews the patient's prior medical history and records, interviews the patient, and forms a diagnosis, prognosis, and opinion regarding the patient's condition. *Id.* at 13. Dr. Levinstein reviewed Jorge's medical records, surgical history, and x-ray films. *Id.* at 21-22. Dr. Levinstein met with Jorge to review how he sustained his injury and to discuss his subsequent treatment. *Id.* at 22. He inquired into Jorge's pain levels, his limitations from the injury, if Jorge's injury has improved or become worse, and his aspirations in life. *Id.* at 23.

Dr. Levinstein then performed a physical exam on Jorge. *Id.* Dr. Levinstein reviewed how Jorge was injured and his diagnosis with a trimalleolar fracture. *Id.* at 24. He indicated that this type of injury is the most severe ankle injury because the ankle bone is broken in three different locations. *Id.* He noted that Dr. Sacco performed surgery on Jorge's ankle approximately one week after the injury. *Id.* at 25. Dr. Levinstein explained that the surgery is "a very slow progression," *i.e.*, the patient is non-weight bearing prior to attending physical therapy to strengthen the ankle. *Id.* at 26-27. He stated that Jorge had continued pain after the surgery and was referred to a physical therapist. *Id.* at 27.

Because of Jorge's continued pain and mobility limitations, Dr. Sacco recommended that Jorge undergo a functional capacity evaluation ("FCE"). *Id.* at 28. A FCE examines a patient's functionality and the maximum amount the patient can walk, stand, and lift. *Id.* at 28-29. Jorge's FCE noted that he had limitations when walking and lifting, and noted his continued pain. *Id.* at 30-31. The FCE explained that Jorge was very limited in his functions and that he should perform light or sedentary work. *Id.* at 31.

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<sup>5</sup> During trial, the Court instructed the court reporter to not transcribe Dr. Levinstein's videotaped deposition. Therefore, the citations to Dr. Levinstein's testimony were obtained from the transcript of the videotaped deposition held on July 12, 2024. *See* Plaintiff's Exhibit 148.

As a result of the FCE, Jorge was referred to Dr. Lachman. *Id.* at 32. Dr. Lachman noted Jorge's pain and limitations and diagnosed Jorge with contracture of the gastrocnemius complex, or a shortening, tightening, or weakening of the calf muscles. *Id.* at 33. Dr. Lachman performed surgery on Jorge's ankle and Jorge completed post-surgery physical therapy. *Id.* at 34, 39. Following Jorge's second surgery, approximately four months later, Jorge was diagnosed with tibiotalar degeneration and arthritis. *Id.* at 41-43.

After completing his physical examination of Jorge, Dr. Levinstein created a report regarding his opinion of Jorge's injury. *Id.* at 21. Dr. Levinstein diagnosed Jorge with "a closed ankle right trimalleolar fracture, status post open reduction/internal fixation plate and screws, ankle fusion malunion, subsequent status post arthroscopy with the removal of hardware and refractory right ankle pain, weakness and edema." *Id.* at 51. Dr. Levinstein opined that Jorge's diagnosis was "directly and causally related" to Jorge's fall at Lafayette Towers. *Id.* Dr. Levinstein's prognosis was "guarded to poor." *Id.* He explained that "guarded" indicates that Jorge is not fully disabled, and "poor" means Jorge's condition is going to progress in the future. *Id.* at 51-52. Dr. Levinstein further opined that Jorge's injury would limit his ability to work and that he would be unable to perform work as a groundskeeper or CDL driver. *Id.* at 52-53.

Dr. Levinstein explained that Jorge's immediate, future treatment is palliative care to alleviate his symptoms. *Id.* at 53-54. Dr. Levinstein estimated that Jorge's future expenses for care would be: 1) \$1,800.00 to \$2,200.00 for four to eight weeks of physical therapy sessions; 2) \$250.00 per month for medications; 3) \$100.00 every three to four months for physician visits; and 4) \$800.00 for CT scans every three to five years. *Id.* at 54-55.

### *C. Motion for Mistrial*

On the second day of trial, Attorney Coleman moved for a mistrial and to preclude the introduction of Jorge's exhibits. Attorney Coleman stated that on the first day of trial he provided Attorney Margolis with a binder of his trial exhibits. N.T. July 16 at 13. Attorney Coleman asked for Attorney Margolis's trial exhibits and Attorney Margolis provided "an office log of everything that [Attorney Margolis] has on this file." *Id.* Attorney Margolis stated that the exhibits "are potentially all of the files that were exchanged in the discovery." *Id.* at 14. Attorney Margolis stated that the list he provided to Attorney Coleman were numbered to coincide with the exhibits. *Id.* Attorney Margolis stated that his office is paperless and his videographer provided Attorney Coleman with a flash drive containing an electronic copy of the exhibits. *Id.* at 14-15. Attorney Coleman argued that he should be provided with paper copies of Attorney Margolis's exhibits and the following exchange was placed on the record:

[THE COURT]: It goes back to my question. Are you going to admit each and every one of your exhibits on there?

[ATTORNEY COLEMAN]: More than likely, yes.

[THE COURT]: Okay. But you may not? You may not?

[ATTORNEY COLEMAN]: Correct.

[THE COURT]: So [Attorney Margolis] may not enter all of them. So aren't we ... in the same position? Yes?

[ATTORNEY COLEMAN]: Sort of. I have mine available.

[THE COURT]: You have paper, he doesn't have paper, but you still have a full list of the entire world that you could put in, and he has the entire world that he could put in, right?

[ATTORNEY COLEMAN]: That's one way of looking at it.

[THE COURT]: Yes?

[ATTORNEY COLEMAN]: Yeah, I agree.

*Id.* at 25.

Based upon the numbers contained in Attorney Margolis's exhibit log, Attorney Margolis's videographer displayed the exhibits on a computer screen visible to the Court, the jury, the witness, and Lafayette Towers. *See Id.* at 20. Attorney Coleman was not required to access the flash drive and show the exhibits to the witness on a computer. *Id.*

Attorney Margolis stated that he would provide the Court and Attorney Coleman with paper copies of the exhibits after lunch. *Id.* at 19. The Court denied Attorney Coleman's motion for a mistrial and motion to preclude the introduction of Jorge's exhibits. *Id.* at 21. Attorney Margolis provided Attorney Coleman with paper copies of his exhibits on the morning of the third day of trial. N.T. July 17 at 9.

#### *D. Motion for Non-Suit*

At the close of Jorge's case, Attorney Coleman moved for a non-suit. N. T. July 17 at 11. He argued that landowners such as Lafayette Towers "do not have a duty to always keep their property free of snow and ice." *Id.* at 11. He argued that "[s]now and ice upon pavement merely create a transient danger, and the only duty upon the property owner or tenant is to act within a reasonable time within notice to remove it when it is in a dangerous condition" and that there was no dangerous condition on the sidewalk. *Id.* at 12. He further argued that Jorge testified that he did not know what caused him to fall. *Id.* The Court denied Attorney Coleman's motion without prejudice, permitting Attorney Coleman to move for judgment notwithstanding the verdict ("JNOV") if the jury returned a verdict in favor of Jorge. *Id.* at 13.

*E. Lafayette Towers's Witnesses*

## 1. Vedral.

Attorney Coleman called Vedral as Lafayette Towers's first witness. N.T. July 17 at 13. Vedral testified that Lafayette Towers prepares for inclement weather by discussing with maintenance employees what needs to be completed during the following work day. *Id.* at 14. Vedral stated that she and the maintenance employees collectively review weather reports, use common sense, look outside, and evaluate whether maintenance staff needs to arrive early. *Id.* She stated that in the event of inclement weather, the maintenance staff pre-salts the sidewalks the day before the predicted weather events. *Id.* at 14-15. Vedral indicated that during a weather event, she and Lafayette Towers's maintenance employees address any precipitation on sidewalks or stairs throughout the day. *Id.*

## 2. Thomas Allardyce.

On July 8, 2024, Dr. Thomas Allardyce testified at a deposition on behalf Lafayette Towers as an expert in orthopedic surgery. See Defendant's Exhibit 18.<sup>6</sup> Dr. Allardyce is an orthopedic surgeon specializing in musculoskeletal conditions. *Id.* at 10-11. In 1990, Dr. Allardyce graduated from Jefferson Medical School, and he received his medical license in 1992. *Id.* at 11. Dr. Allardyce is certified by the American Board of Orthopedic Surgery. *Id.* Dr. Allardyce performs approximately fifteen IMEs per year. *Id.* at 21. He has been qualified as an expert to testify in court on prior occasions. *Id.* at 16. Dr. Allardyce was admitted to testify via video deposition as an expert in physical medicine and rehabilitation.

On November 15, 2023, Dr. Allardyce performed an IME of Jorge. *Id.* at 25. When performing an IME, Dr. Allardyce interviews the patient, reviews their medical history, and performs a physical examination. *Id.* at 25-26. His interview with Jorge revealed that Jorge had ankle pain and stiffness, Jorge walked with a limp and used a cane and brace, and Jorge had no ankle instability. *Id.* at 28. Dr. Allardyce noted that Jorge uses over the counter medications to manage pain and that he had no history of arthritis. *Id.*

After reviewing Jorge's medical records, Dr. Allardyce diagnosed Jorge with a right ankle trimalleolar fracture with two subsequent surgeries. *Id.* at 44. He stated that Dr. Lachman's surgery was "perfect" and that Jorge's fracture was a "union," *i.e.*, that Jorge's ankle bones healed. *Id.* at 45-46, 80. He noted that Jorge may develop arthritis in the future. *Id.* at 76. Dr. Allardyce stated that Jorge's injury does not cause any restrictions and does not require any future treatment. *Id.* at 47-49. Dr. Allardyce opined that Jorge has fully recovered and does not have any orthopedic restrictions with respect to employment. *Id.* at 53-54.

### F. Closing Arguments

Following the testimony of Lafayette Towers's witnesses, Attorney Margolis and Attorney Coleman presented closing arguments. During closing arguments, Attorney Margolis stated:

Counsel said, what duty did Lafayette [Towers] breach, it's like you in your homes. No, it's not. Unless the people walking by your house have a contract with you for you to be safe, unless you entered a contract and you've paid them rent money, 102 units, 102 times—I don't even want to guess on the rent times [twelve] months. So that's 1,200 times whatever their rent is. Hundreds of thousands, millions. That's what they're being paid to keep their tenants safe, to follow the rules. Because this is about people who broke the rules.

N. T. July 17 at 48. Attorney Coleman did not object to Attorney Margolis's statement. *See id.*

### G. Charging Conference

The Court reviewed the charge of the Court with the parties on two occasions during trial. N.T. July 16 at 259; *see also* N.T. July 17 at 35. At the charging conference following the second day of trial, the parties agreed that Jorge had \$8,312.89 in past medical expenses. N.T. July 16 at 261. Regarding the verdict sheet, the following exchange was placed on the record:

[THE COURT]: Right. What we're going to list in the verdict sheet, right.

[ATTORNEY MARGOLIS]: Yeah. Your Honor, I had submitted my proposed verdict sheet.

[THE COURT]: Past medical, right?

[ATTORNEY MARGOLIS]: Past medical expenses; future medical expense; past lost earnings; future lost earnings capacity; past, present, and future pain suffering; embarrassment and humiliation.

[THE COURT]: And disfigurement, right?

[ATTORNEY MARGOLIS]: Yes.

[THE COURT]: You agree, Mr. Coleman?

[ATTORNEY COLEMAN]: *I do, sir. I don't agree that they should be itemized, but I agree that if you're going to itemize them, they're the ones you should itemize.*

*Id.* at 164-65 (emphasis added).

The Court reviewed the verdict sheet and instructions regarding past lost earnings and future lost earnings. *Id.* at 267-68. The Court reviewed Dieckman's estimate that past lost earnings was \$198,732.00 and future lost earnings was \$676,133.00. *Id.* at 268. The following exchange was placed on the record:

[THE COURT]: But you're okay with me putting in that he alleges these two numbers?

[ATTORNEY MARGOLIS]: I would actually prefer it's blank, because I do want to point out that—

[THE COURT]: You're okay with it blank?

[ATTORNEY COLEMAN]: No, I'm not. I'm okay with the number that he said, and he said, well, it could always be more than that. I ended up—his expert opinion is the conservative number. I think the jury is bound by that number. They're not allowed to speculate beyond it.

*Id.*

With respect to the charge on life expectancy, the following exchange occurred:

[THE COURT]: 7.140 is out. Life expectancy, 7.210(A), if you find that Jonathan Jorge's injury will endure in the future, you must decide the life expectancy. According to the statistics compiled by the U.S. Department of Health and Human Service, the average remaining life expectancy of all persons Jonathan Jorge's gender, race, and age is what? What does the chart say?

[ATTORNEY MARGOLIS]: I have to pull up the chart. I will supply that.

[THE COURT]: It's in the standard charge, right? I think it's an exhibit.

[ATTORNEY MARGOLIS]: It's an appendix in the standard charge.

[THE COURT]: All right. You'll send to us then?

[ATTORNEY MARGOLIS]: I'll send you the number that it says in there. And counsel I'm sure will correct me if I'm wrong.

*Id.* at 270-71. Attorney Coleman did not object when the Court reviewed the charge on life expectancy. *See id.*

The Court then provided the verdict sheet to Attorney Margolis and Attorney Coleman. *Id.* at 271. Attorney Coleman did not object to the verdict sheet. The following exchange was placed on the record:

[THE COURT]: You'll agree to that then? You'll look at it? All right. Then I think that might be getting close to the end. Verdict form. I'm going to have my court officer give you the verdict sheet. Just ask you to look at it real quick. You look at it first, Mr.—you're next to Mr. Coleman. Just have him look at it first, please. No objection?

[ATTORNEY COLEMAN]: No, sir. Judge, I don't want to get goofy here, but if the Court is going to charge that the plaintiff has submitted testimony of X future medicals, let's say—



[THE COURT]: Right.

[ATTORNEY COLEMAN]: —and we contest it through testimony of Dr. Allardyce, we would ask that a sentence be—

[THE COURT]: I'm putting in that the plaintiff alleges.

[ATTORNEY COLEMAN]: In which the defendant contests. Because otherwise all the jury is going to hear is the plaintiff's number.

[THE COURT]: We can put a sentence in there, the defendant contests this amount.

[ATTORNEY COLEMAN]: Period. Thank you, sir.

[THE COURT]: Sure.

[ATTORNEY MARGOLIS]: No objection, Your Honor.

[THE COURT]: Okay. And no objection to the verdict sheet from both sides, right?

[ATTORNEY COLEMAN]: Yes, sir.

[THE COURT]: Okay.

*Id.* at 271-72.

On the final day of trial, prior to instructing the jury, the Court held another charging conference to review the final instructions. N.T. July 17 at 35. With respect to Jorge's past medical expenses, the Court read as follows, "Jonathan Jorge alleges his past medical expenses are \$8,312.89, period. The defendant agrees to this amount but does not agree that it is liable for these medical expenses." *Id.* at 36. Attorney Coleman did not object to this instruction. *Id.* at 36-37.

Regarding future medical expenses, the following exchange was placed on the record:

[THE COURT]: 7.30, future medical expenses. It says, Jonathan Jorge alleges his future medical expenses will be between—you gave us two numbers \$207,770.00 and \$231,733.33.

[ATTORNEY MARGOLIS]: That is correct.

[THE COURT]: That's the range.

[ATTORNEY MARGOLIS]: The range is based upon the testimony of Dr. Levinstein who indicated in his testimony, I believe, that therapy would be between 1,800 and 2,200. Also, he gave a differential that a—I forget. I think it's MRI was needed every three to five years.

[THE COURT]: Okay. All right. So we're going to say that range, and the sentence is going to say, Lafayette Towers disagrees with this amount.

[ATTORNEY COLEMAN]: Judge, not to get ridiculous. It's not that we disagree with the amount, but we're not accepting responsibility for the amount.

[THE COURT]: So the same thing as the other one, defendant does not agree that it is liable for future medical expenses?

[ATTORNEY COLEMAN]: Period. Thank you.

*Id.* at 37-38.

With respect to Jorge's past and future loss of earnings and earning capacity, the following exchange occurred:

[THE COURT]: Okay. Past and future loss of earnings and earning capacity. There's nothing in there about—well—and then at the end it says, Jonathan Jorge's expert alleges past lost earnings to be \$198,732.00. and then you want the same language as before, right?

[ATTORNEY COLEMAN]: We agree.

...

[THE COURT]: Okay. Jonathan Jorge's expert alleges future lost earnings to be 767—I'm sorry \$676,133. And then same language, Mr. Coleman?

[ATTORNEY COLEMAN]: Yes, Your Honor. Thank you.

*Id.* at 38-39.

With respect to the life expectancy charge, the following exchange occurred:

[THE COURT]: Okay. Life expectancy, 43.5 years from today?

[ATTORNEY MARGOLIS]: I believe under the charge, the life expectancy is from the date of the incident if you look at the model charge.

[THE COURT]: So 43.5 years from the date of the incident?

[ATTORNEY COLEMAN]: I'm okay with that.

*Id.* at 39.

At the end of the charging conference, the Court asked the parties if there was anything else to discuss prior to closing instructions:

[THE COURT]: Okay. That may be it for me. Do you have anything that we need to discuss?

[ATTORNEY COLEMAN]: Defendant does not.

*Id.*

#### H. Closing Instructions

During the final charge to the jury, the Court's instructions were broken into three separate parts: 1) general instructions regarding the burden of proof and how to review evidence; 2) specific instructions regarding liability, negligence, and Lafayette Towers's defenses; and 3) how to calculate damages, if any. N.T. July 17 at 105.

With respect to Jorge's status as an invitee, we charged the jury as follows:

The standard and level of care owed by an owner—the standard or level of care owed by an owner or occupier of land to a person who enters the land depends on whether the person who entered is an invitee, a licensee, or trespasser. Here, the parties agree that Jonathan Jorge was what the law calls an invitee.

An invitee is a person who was invited to enter or remain on land for the purpose—for a purpose directly or indirectly connected with the business dealings with the owner or occupier of the land. An owner or occupier of land is required to use reasonable care in the maintenance and use of the land and to protect invitees from foreseeable harm. An owner or occupier of land is also required to inspect the premises and to discover dangerous conditions.

An owner or occupier of land is liable for harm caused to invitees by a condition on the land if, one, the owner or occupier knows or by using reasonable care would discover the condition and should realize that it involves an unreasonable risk of harm and, two, the owner or occupier should expect that the invitees will not discover or realize the danger or will fail to protect themselves against it and, three, the owner or occupier fails to use reasonable care to protect the invitees against the danger.

An owner or occupier of land is liable to invitees for any harm that the owner or occupier should have anticipated regardless of whether the danger is known or obvious.

*Id.* at 117-18.

The Court instructed the jury on damages regarding: 1) past medical expenses; 2) future medical expenses; 3) past lost earnings; 4) future lost earning capacity; 5) past, present, and future pain and suffering; 6) embarrassment and humiliation; 7) loss of enjoyment of life; and 8) disfigurement.

*Id.* at 115-26. The Court charged as follows:

[THE COURT]: Damages.

””

The fact that I am instructing you about damages does not imply any opinion on my part as to whether damages should be awarded. You should not imply that from what I'm saying. If, however, you find that Lafayette Towers's negligence caused Jonathan Jorge's injury, you must then determine an amount of money damages you find will fairly and adequately compensate Jonathan Jorge for all the physical and financial harm he may have sustained as a result of the injury.

The amount you award today must compensate Jonathan Jorge completely for damage sustained from the time of the harm up to today as well as damage Jonathan Jorge will sustain in the future.

The recoverable damages.

Jonathan Jorge claims the following types of damages, each of which I will discuss separately:

Past medical expenses; future medical expenses; past lost earnings; future lost earning capacity; past, present, and future pain and suffering; embarrassment and humiliation; and loss of enjoyment of life; and disfigurement.

If you find in favor of Jonathan Jorge, you should consider these damages and return your verdict on the verdict sheet.

Past medical expenses.

Past medical expenses are all medical expenses Jonathan Jorge incurred from the time of the injury up to today for the diagnosis and treatment of all injuries. Medical expenses include physician services, hospital care, nursing care, drug costs, and rehabilitation. Jonathan Jorge alleges his past medical expenses are \$8,312.89. As I told you earlier, Lafayette Towers agrees to this amount but does not agree that it is liable for these medical expenses. To recover medical expenses, Jonathan Jorge must prove that the medical care was reasonably required and that the amount of expenses was reasonable.

We now turn to future medical expenses. Future medical expenses are all medical expenses that you find Jonathan Jorge will incur in the future for the diagnosis and treatment of his injuries. Future medical expenses can be physician services, hospital care, nursing care, drug costs, and rehabilitation. Jonathan Jorge alleges his future medical expenses will be between \$207,770 and \$231,733.33. Lafayette Towers does not agree that it is liable for future medical expenses.

To recover future medical expenses, Jonathan Jorge must prove that the medical care would be reasonably required and that the amount of these expenses claimed is reasonable.

Past and future noneconomic loss.

If you find Lafayette Towers's negligence caused Jonathan Jorge's injury, he's entitled to recover past and future money damage for the following types of harm, each of which I will describe in more detail:

Physical and mental pain and suffering; embarrassment and humiliation; loss of ability to enjoy the pleasures of life; and disfigurement.

Pain and suffering includes any physical discomfort mental anxiety, emotional distress, and inconvenience that you find Jonathan Jorge has endured in the past or will endure in the future as a result of his injury.

...

In determining past and future damages, you should consider the following factors:

One, Jonathan Jorge's age; two, the severity of his injuries; three, whether the injuries are temporary or permanent; four, how much the injuries have affected and will affect his ability to perform the basic activities of daily living and other activities he previously enjoyed; five, the type of medical treatment he has undergone and how long treatment will be required; six, the extent of Jonathan Jorge's physical and mental pain and suffering he endured and will endure in the future; seven, Jonathan Jorge's health and physical condition prior to the injuries; and eight, the type of disfigurement and how it has and will affect Jonathan Jorge.

There is no mathematical formula or schedule for you to use in determining fair and reasonable money damages for the type of injuries discussed. No one is permitted to suggest a specific figure or amount for these types of damages. You should use your common sense, human experience, and collective judgment to determine an amount representing a fair and reasonable recovery for these type of damages.

*Id.* The Court charged the jury on life expectancy as follows:

If you find Jonathan Jorge's injuries will endure in the future, you must decide the life expectancy of Jonathan Jorge. According to the statistics compiled by the United States Department of Health and Human Services, the average remaining life expectancy of all persons of Jonathan Jorge's gender, race, and age is [forty-three] years from the date of the incident.

This statistic is only a guideline, and you are not bound to accept it if you believe Jonathan Jorge will live longer or less than the average individual in this category. In reaching this decision, you must determine how long he will live considering his health prior to the injury, his personal habits and lifestyle, and other factors you find will affect the duration of his life.

*Id.* at 125-26.

Finally, during the Court's final charge to the jury, the Court paused and the following exchange was placed on the record:

[THE COURT]: Are there any objections to the charge as read before I conclude the charge from the defense?

[ATTORNEY COLEMAN]: No, Your Honor.

[THE COURT]: From the plaintiff?

[ATTORNEY MARGOLIS]: No, Your Honor.

*Id.* at 126.

### I. Verdict

The jury returned a verdict in Jorge's favor, and found that Lafayette Towers was negligent and that its negligence was a factual cause of Jorge's injury. N.T. July 17 at 135. In addition, the jury found Jorge negligent and that his negligence was a factual cause of his injury. *Id.* The jury found Lafayette Towers to be ninety percent negligent and Jorge to be ten percent negligent. *Id.* The jury apportioned Jorge's damages as follows: 1) \$9,000.00 for past medical expenses; 2) \$225,00.00 for future medical expenses; 3) \$119,000.00 for past lost earnings; 4) \$700,000.00 for future lost earnings; 5) \$500,000.00 for past, present, and future pain and suffering embarrassment, humiliation, and loss of enjoyment of life; and 6) \$1,000.00 for disfigurement. *Id.* at 136. The jury's total verdict was \$1,554,000.00. *Id.* at 137.

## DISCUSSION

### I. Lafayette Towers's Motion to Mold the Verdict

Lafayette Towers filed a motion to mold the verdict to reflect the stipulated amount of past medical expenses and Jorge's comparative negligence. *See* Motion to Mold Verdict. "The power to mold or more precisely amend a jury's verdict is merely a power to make the record accord with the facts, or to cause the verdict to speak the truth." *House of Pasta, Inc. v. Mayo*, 449 A.2d 697, 702 (Pa. Super. 1982) (citations and quotations omitted). A trial court has the discretion to mold a jury's verdict to "conform to the clear intent of the jury." *Mendralla v. Weaver Corp.*, 703 A.2d 480, 485 (Pa. Super. 1997) (holding that trial court properly molded verdict relating to the jury's award of future medical expenses).

Lafayette Towers argues that the verdict should be molded to reflect the parties' stipulated amount of past medical expenses. *See* Motion to Mold Verdict. The jury awarded past medical expenses in the amount of \$9,000.00. *See* N.T. July 17 at 135. The parties stipulated that Jorge's past medical expenses were \$8,312.89. N.T. July 16 at 261. The only evidence regarding past medical expenses was the parties' stipulated amount of \$8,312.89. The difference between the jury's award for past medical expenses and the stipulated amount for past medical expenses is \$687.11. Therefore, because the only evidence before the jury regarding Jorge's past medical expenses was the stipulated amount of \$8,312.89, the verdict should be molded to conform the record to the facts. *See House of Pasta*, 449 A.2d at 702. The damages awarded for past medical expenses should be reduced by \$687.11 and reflect the stipulated amount of \$8,312.89. Therefore, the jury's verdict prior to apportioning Jorge's comparative negligence should be molded to \$1,553,312.89.

Lafayette Towers further argues that the verdict should be molded to reflect Jorge's comparative negligence. The jury found that Jorge was ten percent negligent and Lafayette Towers was ninety percent negligent. *See id.* Ten percent of the verdict (\$1,553,312.89) is \$155,331.29. The verdict should be molded to conform to the intention of the jury. *See Mendralla*, 703 A.2d at 485. Therefore, after reducing the verdict by Jorge's comparative negligence, the verdict should be molded to \$1,397,981.60.

## II. *Jorge's Motion for Delay Damages*

A plaintiff is entitled to delay damages when the defendant has not made an adequate settlement offer prior to trial and when the plaintiff did not delay the trial. *Shellhamer v. Grey*, 568 A.2d 224, 227 (Pa. Super. 1989). Pennsylvania Rule of Civil Procedure 238 states:

(a)(1) At the request of the plaintiff in a civil action seeking monetary relief for bodily injury, death or property damage, damages for delay shall be added to the amount of compensatory damages awarded against each defendant or additional defendant found to be liable to the plaintiff in the verdict of a jury ... and shall become part of the verdict, decision or award.

(2) Damages for delay shall be awarded for the period of time from a date one year after the date original process was first served in the action up to the date of the award, verdict or decision.

(3) Damages for delay shall be calculated at the rate equal to the prime rate as listed in the first edition of the Wall Street Journal published for each calendar year for which the damages are awarded, plus one percent, not compounded.

(b)(1) The period of time for which damages for delay shall be calculated under subdivision (a)(2) shall exclude the period of time, if any,

(i) after the defendant made a written offer which complied with the requirements of subdivision (b)(2), provided that the plaintiff obtained a recovery which did not exceed the amount described in subdivision (b)(3), or

(ii) during which the plaintiff caused delay of the trial.

...

(3) The plaintiff's recovery required by subdivision (b)(1)(i), whether by award, verdict or decision, exclusive of damages for delay, shall not be more than 125 percent of either the specified sum or the cost of the structured settlement plus any cash payment to the plaintiff.

Pa.R.C.P. 238(a)(1)-(3).



Pennsylvania Rule of Civil Procedure 238(3)(c) requires a plaintiff to file a motion requesting delay damages within ten days after the jury's verdict. Pa.R.C.P. 238(3)(c). The defendant must file an answer within twenty days of the plaintiff's motion for delay damages. *See* Pa.R.C.P. 238(3)(c)(1). A defendant opposing an award of delay damages has the burden to prove: 1) that the requisite settlement offer has been made; or 2) the plaintiff caused delay. *Sopko v. Murray*, 947 A.2d 1256, 1258 (Pa. Super. 2008). The Pennsylvania Superior Court will not reverse a trial court's award of delay damages absent an abuse of discretion. *Potochnick v. Perry*, 861 A.2d 277, 286 (Pa. Super. 2004).

The jury returned a verdict on July 17, 2024. *See* N.T. July 17 at 135-37. On July 22, 2024, Jorge filed a motion for delay damages. *See* Motion for Delay Damages. Because Jorge filed the motion within ten days, the motion for delay damages was timely filed. *See* Pa.R.C.P. 238(3)(c). On July 31, 2024, Lafayette Towers filed a timely answer to Jorge's motion. *See* Answer of Defendants to Plaintiff's Motion for Delay Damages, *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. July 31, 2024) ("Answer to Motion for Delay Damages"); *see also* Pa.R.C.P. 238(3)(c)(1).

At the settlement conference on June 7, 2024, Lafayette Towers made a verbal settlement offer of \$75,000.00. *See* Motion for Delay Damages at ¶ 34. Lafayette Towers concedes that there was no written settlement offer and agrees that Jorge is entitled to delay damages.<sup>7</sup> *See* Answer to Motion for Delay Damages; *see also* N.T. Oct. 15 at 35. However, the parties disagree regarding the calculation of delay damages. *See* N.T. Oct. 15 at 35. Lafayette Towers calculated the amount by first subtracting Jorge's comparative negligence from the gross verdict and then subtracting the correct stipulated amount of past medical expenses. *See* N.T. Oct. 15 at 54. Jorge calculated the amount by first subtracting the correct stipulated amount of past medical expenses from the gross verdict and then subtracting Jorge's comparative negligence. *See id.*

The jury awarded a verdict in the amount of \$1,554,000.00. *See* N.T. July 17 at 135. Because we molded the verdict to reflect the stipulated amount of past medical expenses and Jorge's comparative negligence, the corrected gross verdict is \$1,553,312.89. The jury also found Jorge to be ten percent negligent; therefore, after reducing the amount for Jorge's comparative negligence, the net verdict is \$1,397,981.60. Because Lafayette Towers did not make a written settlement offer, the jury's verdict is greater than 125 percent of any written offers. *See* Pa.R.C.P. 238.

On February 28, 2022, Lafayette Towers was served with original process. *See* Sheriff's Return of Service, *Jorge v. Lafayette Towers et al.*, C-48-CV-2022-1085 (C.P. Northampton Co. Mar 17, 2022). Therefore, as

<sup>7</sup> Lafayette Towers did not submit a brief regarding its position on the calculation of delay damages.

of February 28, 2023, one year had passed since the date of service, and Jorge became eligible for delay damages. *See* Pa.R.C.P. 238. As of January 3, 2023, the prime rate as published by the Wall Street Journal was seven-and-a-half percent. *See* Pa.R.C.P. 238. After adding one percent, delay damages for 2023 is eight-and-a-half percent. *See id.* As of January 2, 2024, the prime rate as published by the Wall Street Journal was eight-and-a-half percent. *See id.* After adding one percent, delay damages for 2024 is nine-and-a-half percent. *See id.*

The net verdict was \$1,397,981.60. Delay damages for 2023 are calculated at eight-and-a-half percent from one year after service (February 28, 2023) to December 31, 2023, a total of 307 days. Therefore, delay damages for 2023 is \$99,946.11. Delay damages for 2024 are calculated at nine-and-a-half percent from January 1, 2024 until the date of the jury's verdict (July 17, 2024), a total of 199 days. Therefore, delay damages for 2024 is \$72,407.79. As such, Jorge's total delay damages is \$172,353.90 (\$99,946.11 plus \$72,407.79) and should be added to the net verdict of \$1,397,981.60. The total verdict is \$1,570,335.50.

### III. *Lafayette Towers's Post-Trial Motions*

Motions for post-trial relief are governed by Pennsylvania Rule of Civil Procedure 227.1. The Rule provides:

(a) After trial and upon the written Motion for Post Trial Relief filed by any party, the court may

- (1) order a new trial as to all or any of the issues; or
- (2) direct the entry of judgment in favor of any party; or
- (3) remove a nonsuit; or
- (4) affirm, modify or change the decision; or
- (5) enter any other appropriate order.

(b) Except as otherwise provided by Pa.R.E. 103(a), post-trial relief may not be granted unless the grounds therefor,

(1) if then available, were raised in pre-trial proceedings or by motion, objection, point for charge, request for findings of fact or conclusions of law, offer of proof or other appropriate method at trial; and

(2) are specified in the motion. The motion shall state how the grounds were asserted in pre-trial proceedings or at trial. Grounds not specified are deemed waived unless leave is granted upon cause shown to specify additional grounds.

Pa.R.C.P. 227.1.

Following the jury's verdict, Lafayette Towers filed post-trial motions. *See* Post-Trial Motion. Lafayette Towers filed its post-trial motions on the following grounds: 1) the jury's verdict is not supported by sufficient evidence; 2) the verdict is against the weight of the evidence; 3) the Court erred and abused its discretion in allowing the jury to deliberate when Jorge

presented legally insufficient facts; 4) the Court abused its discretion in allowing evidence of Jorge's future medical expenses and life expectancy; 5) the Court abused its discretion in instructing the jury regarding Jorge's life expectancy relating to pain and suffering because doing so lacked a medical foundation; 6) the Court abused its discretion by instructing the jury that the missing witness instruction was not applicable; 7) the verdict was "motivated by improper reasons including the perceived wealth of [Lafayette Towers]"; 8) the verdict is excessive and requires remittitur; and 9) the Court abused its discretion by denying Lafayette Towers's motion for a nonsuit when Jorge did not provide an exhibit list until after Jorge's witnesses testified. *See Post-Trial Motion*. We address each issue separately.

*A. Lafayette Towers is Not Entitled to Judgment Notwithstanding the Verdict*

1. Sufficiency of the Evidence.

Lafayette Towers argues that it is entitled to JNOV because the verdict was not supported by sufficient evidence. *See Post-Trial Motion*; *see also* Lafayette Towers's Memorandum of Law. Specifically, Lafayette Towers argues that the verdict is not supported by sufficient evidence because: 1) the hills and ridges doctrine applies; 2) there was no evidence of black ice; and 3) Jorge cannot establish a prima facie case of negligence because Lafayette Towers did not breach a duty to Jorge. *See Lafayette Towers's Memorandum of Law*. We find that each of these arguments is without merit.

"Judgment notwithstanding the verdict can be entered only if the movant is entitled to judgment as a matter of law or if evidence is such that no two reasonable minds could disagree that the outcome should have been rendered in favor of the movant." *Land v. The Salvation Army*, 783 A.2d 775, 777 (Pa. Super. 2001) (citations omitted). When reviewing an order denying a motion for JNOV, the Pennsylvania Superior Court "determine[s] whether there was sufficient competent evidence to sustain the verdict." *Id.*

"Questions of credibility in evidence are for the fact-finder to resolve." *Dubose v. Quinlan*, 125 A.3d 1231, 1238 (Pa. Super. 2015) (citations omitted); *see also Greco v. Myers Coach Lines, Inc.*, 199 A.3d 426, 430 (Pa. Super. 2018). Regarding sufficiency of the evidence, "[T]he question of the sufficiency of the evidence prior to presenting an issue to the jury is clearly within the trial judge's discretion." *Caldwell v. Commonwealth*, 548 A.2d 1284, 1286 (Pa. Commonwealth 1988). "Where insufficient evidence exists to justify an inference of negligence and causation, the trial court may properly grant judgment in favor of the party against whom liability is sought." *Id.* (citations omitted). The evidence is viewed in the light most favorable to the verdict winner. *Dubose*, 125 A.3d at 1240.

The Pennsylvania Superior Court will not reverse a trial court's decision to grant or deny a motion for JNOV absent an abuse of discretion or error of law. *Greco*, 199 A.3d at 430.

*a. Hills and Ridges Doctrine.*

Lafayette Towers argues that the hills and ridges doctrine applies and that the Court erred by failing to instruct the jury regarding the hills and ridges doctrine. *See* Post-Trial Motion. Lafayette Towers waived this argument because it did not assert it during trial. First, during trial Attorney Coleman agreed that the hills and ridges doctrine does not apply. During oral argument on October 15, 2024, the following exchange occurred:

[THE COURT]: I thought you said that he couldn't recover because I didn't charge the jury about hills and ridges. Did I—

[ATTORNEY COLEMAN]: No, that was a backup argument. That's not—

[THE COURT]: It was a backup argument. Well, is it supported? Because during the trial, you agreed that if the issue was black ice, hills and ridges wouldn't apply, right?

[ATTORNEY COLEMAN]: Would not have applied.

[THE COURT]: Would not apply?

[ATTORNEY COLEMAN]: Agreed.

[THE COURT]: But now you're saying in your posttrial motion that it does, right?

[ATTORNEY COLEMAN]: That was put in, Your Honor, only to offset the testimony of Ms. Toribio, for that limited purpose.

[THE COURT]: So during trial, you agree that hills and ridges doesn't apply; it's just a straight duty case because there's black ice, correct?

[ATTORNEY COLEMAN]: Right. I still agree to that.

[THE COURT]: You agree to it. But now you're saying that hills and ridges does apply, and I somehow made a trial error by not charging the jury for hills and ridges, but I was never asked to charge the jury for hills and ridges, right?

[ATTORNEY COLEMAN]: Correct.

[THE COURT]: So you never asked me to charge the jury for hills and ridge—

[ATTORNEY COLEMAN]: You're Honor—

[THE COURT]: —so you never preserved that issue for appeal, correct?

[ATTORNEY COLEMAN]: Yes.

N.T. Oct. 15 at 19-21.



**PERIODICAL PUBLICATION**

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