Northampton County Reporter

(USPS 395-280)

VOL. LXIII EASTON, PA August 7, 2025 NO. 84

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

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NOTICE TO THE BAR...

N.C. Reporter Deadline Changes

August 28 Edition – new deadline to submit ads is August 12 by Noon.
September 4 Edition – new deadline to submit ads is August 28 by Noon.

Northampton County Reporter
Attorney Referral & Information Service
155 South Ninth Street, P.O. Box 4733
Easton, PA 18042
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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:
https://norcobar.org/product/ncba-quarterly-meeting-09-11-2025/

Save the Dates

Malpractice Avoidance Seminar – Wednesday, September 24, 2025
12:00 – 1:30 p.m. – Jury Lounge
Register at: https://norcobar.org/product/avoiding-legal-malpractice-seminar/

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.

Those who deny freedom to others deserve it not for themselves.
~ Abraham Lincoln

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

BERGER, BETTY MAE, dec'd.
Late of the Township of Hanover, Northampton County, PA
Executrix: Alison Berger Boor a/k/a Alison D. Boor 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

BONNEY, SANDRA ANN, dec'd.
Late of Northampton County, PA
Administratrix: Ann Elizabeth Bonney, 3651 Waggoners Gap Road, Carlisle, PA 17015

DENIS, JHERAN, dec'd.
Late of Easton, Northampton County, PA
Administratrix: Juliana Denis c/o Goudsouzian & Associates, 2940 William Penn Highway, Easton, PA 18045
Attorneys: Goudsouzian & Associates, 2940 William Penn Highway, Easton, PA 18045

DILCHERD, MADELINE M., dec'd.
Late of the Township of Bushkill, Northampton County, PA
Executor: Kenneth S. Dilcherd c/o Dionysios C. Pappas, Esquire, Vasiliadis Pappas Associates LLC, 2551 Baglyos Circle, Suite A-14, Bethlehem, PA 18020
Attorneys: Dionysios C. Pappas, Esquire, Vasiliadis Pappas Associates LLC, 2551 Baglyos Circle, Suite A-14, Bethlehem, PA 18020

GEORGE, PHILIP A., SR., dec'd.
Late of Bethlehem Township, Northampton County, PA
Executrix: Gail Ann George c/o Law Offices of Lawrence B. Fox, P.C., 1834 Pennsylvania Avenue, Allentown, PA 18109
Attorneys: Law Offices of Lawrence B. Fox, P.C., 1834 Pennsylvania Avenue, Allentown, PA 18109

HELLER, JANE ELIZABETH, dec'd.
Late of the Township of Forks, Northampton County, PA
Executrix: Vickie Jayne Corriere 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

HILL MOSER, NANCY F., dec'd.
Late of the City of Bethlehem, Northampton County, PA
Co-Administrators: Travis Justin Hill and Trever Flores Hill 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

HIXON, RUSSELL W., dec'd.
Late of the City of Easton, Northampton County, PA

Executor: Richard Reuben Hixon c/o Daniel E. Cohen, Esquire, Hof & Reid, LLC, 3101 Emrick Blvd., Suite 205, Bethlehem, PA 18020
Attorneys: Daniel E. Cohen, Esquire, Hof & Reid, LLC, 3101 Emrick Blvd., Suite 205, Bethlehem, PA 18020

MARINELLI, JOHN P., dec'd.
Late of the Township of Hamilton, Northampton County, PA
Administrator: Ty Marinelli 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

REFOWICH, BARBARA S., dec'd.
Late of the City of Bethlehem, Northampton County, PA
Executrix: Elinor E. Kuhns 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

SINGER, MARIA, dec'd.
Late of the Township of Hanover, Northampton County, PA
Executrix: Theresa Marie Zerby c/o Goudsouzian & Associates, 2940 William Penn Highway, Easton, PA 18045
Attorneys: Goudsouzian & Associates, 2940 William Penn Highway, Easton, PA 18045

SLAMP, EDITH MABEL, dec'd.
Late of the Township of Allen, Northampton County, PA
Executrix: Elizabeth Ann Gaston c/o Theresa Hogan, Esquire, 340 Spring Garden Street, Easton, PA 18042
Attorney: Theresa Hogan, Esquire, 340 Spring Garden Street, Easton, PA 18042

SMOCK, AURELIA H., dec'd.
Late of Bethlehem Township, Northampton County, PA
Executor: Francis M. Farris, Jr., 485 Lark Street, Nazareth, PA 18064

STAHL, KAREN K., dec'd.
Late of the Township of Bushkill, Northampton County, PA
Co-Administrators: Harry K. Stahl and Brian K. Stahl 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

STEIRER, HILDA J. a/k/a HILDAGARD J. STEIRER, dec'd.
Late of Lehigh Township, Walnutport, Northampton County, PA
Executor: Russell M. Boyer c/o Keith W. Strohl, Esquire, Steckel and Stopp LLC, 125 S. Walnut Street, Suite 210, Slatington, PA 18080
Attorneys: Keith W. Strohl, Esquire, Steckel and Stopp LLC, 125 S. Walnut Street, Suite 210, Slatington, PA 18080

SUTER, EMMA L., dec'd.
Late of the Borough of Bangor, Northampton County, PA
Executrix: Karen Louise Buskirk 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

SECOND 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, Northampton 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, Northampton 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

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

SCHAFFER, 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

IN THE NORTHAMPTON COUNTY COURT OF COMMON PLEAS ORPHANS' COURT DIVISION

NOTICE IS HEREBY GIVEN that the following accounts in decedents estates, have been filed in the Office of the Orphans' Court of Northampton County, and that the same will be called for Confirmation on AUGUST 21, 2025 at 9:00 A.M., IN COURTROOM #10, at which time the

Courts will hear exceptions, and make distribution of the balances ascertained to be in the hands of accountants.

ESTATE OF EMMELINE L. DIMMICK, Kevin Frank Danyi, Esquire

Patricia Manento
Register of Wills &
Clerk of Orphans' Court
Aug. 7, 14

NOTICE OF INCORPORATION

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed on May 5, 2025 pursuant to the provisions of the Pennsylvania Business Corporation Law of 1988, as amended, by the following corporation named

CONNELL FALK FUNERAL HOMES AND CREMATORY, INC.

FITZPATRICK LENTZ &
BUBBA, P.C.
Two City Center
645 West Hamilton Street
Suite 800
Allentown, PA 18101

Aug. 7

Notice is hereby given that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania on May 3, 2025, for a business corporation which has been incorporated under the provisions of the Business Corporation Law of 1988. The name of the corporation is

GAL CODING AND REVENUE MANAGEMENT INC

Aug. 7

CORPORATE FICTITIOUS NAME REGISTRATION NOTICE

NOTICE IS HEREBY GIVEN that an Application for Registration of Fictitious Name has been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purposes of obtaining the following Fictitious Name, pursuant to the provisions of 54 Pa.C.S. §311:

The Fictitious Name is

FALK FUNERAL HOMES & CREMATORY

The name and address of the entity owning or interested in said business are: Connell Falk Funeral Homes and Crematory, Inc., 245 East Broad Street, Bethlehem, PA 18018.

FITZPATRICK LENTZ &
BUBBA, P.C.
Two City Center
645 West Hamilton Street
Suite 800
Allentown, PA 18101

Aug. 7

NOTICE FOR CHANGE OF NAME IN THE COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY, PENNSYLVANIA
CIVIL ACTION—LAW
DOCKET NO. C-48-CV-2025-06001

IN RE: Petition of Molly Markovich, as parent and legal guardian of minor child, Mila Catherine De Leon, for a change of name to Mila Catherine Markovich

NOTICE IS HEREBY GIVEN that on July 3, 2025, the Petitioner, Molly Markovich, filed a Petition in the Court of Common Pleas of Northampton County, Pennsylvania, seeking to change the name of her minor child:

From: Mila Catherine De Leon
To: Mila Catherine Markovich

The Court has scheduled a hearing on the Petition for September 4, 2025, at 9 A.M., in Motions Court, Northampton County Government Center, 669 Washington Street, Easton, PA 18042. At that time, any interested party may appear and show cause, if any, why the Petition should not be granted.

This notice is published in compliance with 54 Pa. C.S. § 701.

Aug. 7

NOTICE FOR CHANGE OF NAME

NOTICE IS HEREBY GIVEN that on the 6th day of May 2025, the Petition of Joseph A. Morales was filed in Northampton County Court of

Common Pleas at No. C-48-CV-2025-03931, seeking to change the name of Petitioner from Joseph A. Morales to Joseph A. Rivera. The Court has fixed Monday, September 8, 2025 at 9:00 a.m., in motion's court at the 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.

Aug. 7

NOTICE FOR CHANGE OF NAME

NOTICE IS HEREBY GIVEN that on July 2nd, 2025, the Petition of TUNGYUEN TOM was filed in Northampton County Court of Common Pleas at No. C-48-CV-2025-05989, seeking to change the name from TUNGYUEN TOM to RICH YI TIAN. The Court has fixed Thursday, September 4th, 2025 at 9:00 a.m. in Courtroom #7 at the 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.

Aug. 7

IN THE COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY, PENNSYLVANIA
CIVIL ACTION—LAW

NBT BANK, N.A.
Plaintiff

vs.

BRIAN C. BATSON and
RICHARD J. BATSON
Defendants

NO.: C-48-CV-2019-01858

NOTICE

NOTICE IS HEREBY GIVEN to Defendants, Brian C. Batson and Richard J. Batson (collectively, "Defendants"), that on or about January 3, 2025, the Plaintiff, NBT Bank, N.A. ("Plaintiff"), filed a Praecipe for Writ of Revival (the "Praecipe") against you in the above-captioned case (the "Action"). Subsequently, also on January 3, 2025, the Northampton County Prothonotary's Office issued a Writ of Revival (the "Writ").

The Action involves certain monies owed to Plaintiff by Defendants in connection with the purchase of a 2013 Dodge Caravan from Brown-Daub Kia, Inc. on or about July 2, 2015. On April 14, 2025, the Court ordered that service of the Writ and all future legal documents to be filed in this matter be made upon Defendants by publication.

If you wish to respond, you must take action within twenty (20) days after this Writ is served by entering a written appearance personally or by attorney and filing your response in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the 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 (570) 258-6333

Aug. 7

NOTICE OF A SEPTEMBER COMEDIC PLAY

It is possible that I am the only playwright to also be actively engaged in the private practice of law within the Lehigh Valley. My most recent play titled *Ol Sparky* was performed on stage last year at the Pennsylvania Playhouse in Bethlehem. That drama focused upon the holding of the U.S. Supreme Court as found at *Louisiana ex rel. Francis v. Resweber, 329 U.S. 459 (1947).* A video of that play in which I appear on stage in scenes 3 and 4 as the trial judge may be viewed on YouTube.

My next play, a comedy titled *Coastie,* will receive its world premiere next month at the Shawnee Playhouse located about ten miles north of the Delaware Water Gap. The play won first prize in a national competition of new original play entries. Performances are scheduled to take place on:

Saturday, September 13, 2025 at 2:00 p.m. and at 7:00 p.m.
Sunday, September 14, 2025 at 3:00 p.m.
Friday, September 19, 2025 at 2:00 p.m.
Saturday, September 20, 2025 at 2:00 p.m. and at 7:00 p.m.
Sunday, September 21, 2025 at 3:00 p.m.
Saturday, September 27, 2025 at 2:00 p.m. and at 7:00 p.m.
Sunday, September 28, 2025 at 3:00 p.m.

All ticket sales will be retained by the Shawnee Playhouse, a nonprofit entity that provides an artistic outlet for the surrounding communities. Tickets may be ordered by visiting the theatre website at www.shawneeplayhouse.org.

Coastie contains no inappropriate language nor questionable topics, and can be enjoyed by families, including children 12 years and older. The play focuses upon humorous events that took place while I served as an enlisted sailor in the United States Coast Guard Reserve.

The theatre venue is inviting. The historic Shawnee Playhouse, located at 552 River Road, Shawnee on Delaware, Pennsylvania 18356, is situated across from a cascading waterfall. Next door, at the scenic Shawnee Inn and Golf Resort, are three comfortable restaurants, including the Shawnee Inn on-site brewery. The Gem and Keystone Tavern, which caters to families, overlooks the Delaware River. Many patrons stay for the weekend and secure lodging at the Inn so that they may engage in a round of golf, or engage in family river sports such as rafting and canoeing.

Private luxury bus service from Bethlehem to and from the theatre is planned for one of the performances. I hope members of the Bar will consider joining me at the theatre for my newest comedy. Give me a call at my law office (610) 861-9297 if my paralegal, Jill, or I might be of further assistance.

Lawrence B. Fox
Playwright

Aug. 7

Continued From Previous Issue

As discussed previously, Pennsylvania Rule of Civil Procedure 227.1 provides that arguments not raised during trial are waived. *See* Pa.R.C.P. 227.1. The Rule mandates that issues are deemed waived unless the issues: 1) "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." *See id.*

Here, Lafayette Towers's argument is waived because: 1) Attorney Coleman did not object at trial to the Court's ruling that the hills and ridges doctrine does not apply; and 2) Lafayette Towers's post-trial motion does not assert how Attorney Coleman objected at trial. *See id.* We may not consider Lafayette Towers's argument for the first time in its post-trial motion. *See id.* Therefore, we find that this argument is waived.

Assuming, *arguendo,* that Lafayette Towers preserved this argument, we find that its argument is without merit.

With respect to the hills and ridges doctrine, the Pennsylvania Superior Court has stated:

> [A]n owner or occupier of land is not liable for general slippery conditions, for to require that one's walks be always free of ice and snow would be to impose an impossible burden in view of the climatic conditions in this hemisphere. Snow and ice upon a pavement create merely transient danger, and the only duty upon the property owner or tenant is to act within a reasonable time after notice to remove it when it is in a dangerous condition.

Gilligan v. Villanova University, 584 A.2d 1005, 1007 (Pa. Super. 1991). Under the hills and ridges doctrine, a plaintiff must prove that: 1) the snow or ice accumulated on the sidewalk in ridges to constitute a danger to pedestrians; 2) the property owner had constructive or actual notice of the condition; and 3) the plaintiff fell on the accumulation of snow or ice. *Id.*

In *Tonik v. Apex Garages, Inc.,* the defendant moved for JNOV after the jury found in favor of the plaintiff in a slip and fall action. 275 A.2d 296, 298 (Pa. 1971). The plaintiff slipped and fell on a crack in the defendant's sidewalk that was covered by ice. *Id.* At the time the plaintiff fell, it was not snowing and there was no visible ice or snow on the sidewalk. *Id.* The Pennsylvania Supreme Court held that the evidence supported the jury's verdict and the plaintiff was not required to establish that the hills and ridges doctrine applied. *Id.* The court explained, "[w]here ... a specific, localized patch of ice exists on a sidewalk otherwise free of ice and snow, the existence of 'hills and ridges' need not be established." *Id.* The court considered the plaintiff's testimony that she slipped on the sidewalk and the plaintiff's sister's testimony that she observed ice on the crack in the sidewalk after the plaintiff fell. *Id.*

Jorge testified that he did not notice ice on the sidewalk walking to or from his vehicle. N.T. July 16 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. Because Jorge testified that he did not notice ice on the sidewalk prior to his fall, his testimony supports that there were no "general slippery condition[s]." *See Tonik,* 275 A.2d at 298. Jorge testified that at the time he fell, he did not notice ice on the sidewalk. *Id.* at 166-67. Moreover, like in *Tonik* where the plaintiff's sister noticed there was ice on the sidewalk after the plaintiff fell, Jorge also noticed that there was an isolated patch of black ice after he fell. *See Tonik,* 275 A.2d at 298; *see also* N.T. July 16 at 189-90. Therefore, there is sufficient evidence to suggest that Jorge slipped and fell on an isolated patch of black ice and the hills and ridges doctrine does not apply.

b. Negligence

If the hills and ridges doctrine is not applicable, a plaintiff must establish the elements of negligence. *See Bacsick v. Barnes,* 341 A.2d 157, 160 (Pa. Super. 1975); *see also Bywater v. Conemaugh Memorial Medical Center,* 2024 WL 3649088 (Pa. Super. 2024) (unpublished opinion). In a negligence case, the plaintiff must prove: 1) a duty owed to the plaintiff; 2)

a breach of that duty; 3) a causal connection between the conduct and the injury; and 4) actual damages. *Bowman v. Rand Spear & Associates, P.C.,* 234 A.3d 848, 860 (Pa. Super. 2020); *see also Tonik,* 275 A.2d at 298 (finding that there was sufficient evidence of the defendant's negligence to submit the case to the jury). The duty owed to a plaintiff varies based on the plaintiff's status on an owner's land. *Id.* "[A] landowner has an affirmative duty to protect a business visitor against known dangers and against danger that might be discovered with reasonable care." *Id.* In a slip and fall case, the plaintiff must prove "that the possessor of the premises knew, or with the exercise of reasonable care, should have known, of the existence of the harmful condition." *Marshall v. Brown's IA, LLC,* 213 A.3d 263, 270 (Pa. Super. 2019). In determining the duty owed to property owners, courts rely on Restatement (Second) of Torts which states:

> A possessor of land is subject to liability for physical harm caused to his invitees by a condition on the land if, but only if, he
>
> (a) knows or by the exercise of reasonable care would discover the condition, and should realize that it involves an unreasonable risk of harm to such invitees, and
>
> (b) should expect that they will not discover or realize the danger, or will fail to protect themselves against it, and
>
> (c) fails to exercise reasonable care to protect them against the danger.

Restatement (Second) of Torts § 343; *see also Campisi v. Acme Markets, Inc.,* 915 A.2d 117, 119 (Pa. Super. 2006) (analyzing a property owner's duty of care to a business invitee under Restatement (Second) of Torts); *see also Marshall,* 213 A.3d at 270 (discussing the standard of care for an invitee under Restatement (Second) of Torts).

i. Black Ice

Lafayette Towers argues that there was insufficient evidence that Jorge fell on black ice. *See* Lafayette Towers's Memorandum of Law. As part of its argument, Lafayette Towers cites to Bywater. *See* 2024 WL 3649088. The plaintiff and her sister-in-law arrived at a medical center and noticed snow on the ground and salt on the sidewalks but noticed it was not snowing. *Id.* The plaintiff did not notice any ice on the sidewalk. *Id.* After parking her vehicle, the plaintiff exited her vehicle without looking at the ground. *Id.* She fell injuring her shoulder and head. *Id.* The plaintiff testified that that she did not observe ice on the ground and after she fell she looked around and "there was nothing there." *Id.* The plaintiff was asked why she believed she fell on ice and she replied, "Because you can't see black ice. Why else would I fall?" *Id.* The trial court granted the defendant's motion for summary judgment. *Id.*

The Superior Court concluded that the elements of the hills and ridges doctrine were not satisfied because the plaintiff did not establish that snow and ice accumulated in ridges or elevation in the parking lot. *Id.* at 4. After the court concluded that the hills and ridges doctrine was not applicable, the court analyzed the plaintiff's claim under negligence principles. *See id.* The court stated, "In neither of those pages of [deposition] testimony does [the plaintiff] state that she felt ice when she hit the ground or that her clothes were wet from contacting ice." *Id.* The court further considered the plaintiff's deposition testimony as follows:

> [COUNSEL FOR DEFENDANT]: If you didn't see any ice, how do you know that you slipped on black ice?
>
> [PLAINTIFF]: I can't answer that question, because I don't know the answer to that question.

Id. The court concluded that the plaintiff's contention that there was ice on the sidewalk was speculation and stated, "She merely presumed that, because she fell, there must have been ice beneath her." *Id.*

First, we note that *Bywater* is a non-precedential decision from the Pennsylvania Superior Court. *See* 210 Pa. Code § 65.37 ("Non-precedential decisions filed after May 1, 2019, may be cited for their persuasive value"). *Bywater* is not binding on this Court.

Second, the facts in *Bywater* are distinguishable from the present case. In *Bywater*, the plaintiff testified that she did not see black ice on the ground after she fell and "there was nothing there." *See Bywater*, WL 3649088 at 1. This is in stark contrast to Jorge's testimony that he observed ice on the ground after he fell. *See* N.T. July 16 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 (emphasis added). Unlike the facts in *Bywater*, the evidence that Jorge fell on black ice is based on more than just speculation. *See Bywater*, WL 3649088 at 2.

ii. Constructive Notice

Lafayette Towers argues that it did not have actual or constructive notice of the black ice, and therefore owed no duty to Jorge. *See* Lafayette Towers's Memorandum of Law.

If a plaintiff cannot establish that a defendant had actual notice of a dangerous condition, the plaintiff must establish constructive notice. *Rogers v. Horn & Hardart Baking Co.,* 127 A.2d 762, 764 (Pa. Super. 1956). "What constitutes constructive notice must depend on the circumstances of each case, but one of the most important factors to be taken into consideration is the time elapsing between the origin of the defect or hazardous condition and the accident." *Id.*

In *Bywater*, the court addressed whether the defendant had actual or constructive notice of the ice in the parking lot. *See Bywater*, 2024 WL 3649088 at 3. The court explained that to establish a prima facie case of negligence, the plaintiff would have to prove, "[A] duty of care imposed by law, breach of the duty of care, a causal link between the defendant's breach and the plaintiff's injuries, and actual harm." *Id.* (citations omitted). Regarding the negligence elements, the court explained that the issue was whether the plaintiff offered sufficient evidence to show that a duty arose for the medical center to remedy the ice in the parking lot. *Id.* The court explained the duty of care owed to the plaintiff as an invitee:

> [The plaintiff] must show that [the defendant] knew or by the exercise of reasonable care would have discovered the condition, and should realize that it involves an unreasonable risk of harm to an invitee, and (b) should expect that the invitee will not discover or realize the danger, or will fail to protect themselves against it, and (c) failed to exercise reasonable care to protect the invitee against the danger.

Id. at 4 (citations omitted).

The court stated, "Because the medical center owned the land where [the plaintiff] fell, it would only have a legally imposed duty to protect her from an icy patch in the parking lot if the medical center knew or should have known that it existed." *Id.* at 3; see also Restatement (Second) of Torts § 343. The court stated, "The mere existence of a harmful condition in a public place of business, or the mere happening of an accident due to such

a condition is neither, in and of itself, evidence of a breach of the proprietor's duty of care to his invitees, nor raises a presumption of negligence." *Id.* at 3 (citations and quotations omitted). The court explained the requirement of notice as follows:

> An invitee must present evidence proving either the possessor of the land had a hand in creating the harmful condition, or he had actual or constructive notice of such condition. What constitutes constructive notice depends on the circumstances of the case, but one of the most important factors to consider is the time that elapsed between the origin and the condition and the accident.

Id. (citations omitted).

The court concluded that the plaintiff offered no evidence that the defendant had actual or constructive notice of the ice in the parking lot and that she offered no evidence that ice was "visually apparent." *Id.* at 2. The plaintiff testified that there was snow on the ground but noticed that there was no snow or ice in the parking lot. *Id.* at 4. The plaintiff testified that "you can't see black ice" and the court stated:

> Simply stated, if she could not see the ice that she allegedly fell upon, neither could anyone working for the medical center. If the medical center's staff could not see the ice, then the medical center neither knew nor should have known that a dangerous, icy condition existed in its parking lot on the morning of [the plaintiff's] fall. Absent that knowledge, the medical center had no duty to remove the ice.

Id. at 5.

Here, we find that there was sufficient evidence that Lafayette Towers had constructive notice of the ice on the sidewalk because: 1) Toribio testified that there was snow and ice on the ground, and a Lafayette Towers employee was salting the sidewalk; and 2) the snow removal policy created constructive notice of dangerous conditions on the sidewalk.

First, we note that the parties agree that Jorge was an invitee. *See* Lafayette Towers's Memorandum of Law; *see also* Jorge's Brief in Opposition. Therefore, like in *Bywater,* we analyze whether Lafayette Towers met the appropriate standard of care. 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.

N.T. July 17 at 117-18.

To establish that Lafayette Towers breached its duty to Jorge, Jorge must prove: 1) Lafayette Towers knew of or through the exercise of reasonable care would have discovered the ice on the sidewalk and should have realized that it created an unreasonable risk of harm to Jorge; 2) Lafayette Towers could expect that Jorge would not discover the ice on the sidewalk or would fail to protect himself from the dangerous condition; and 3) Lafayette Towers failed to exercise reasonable care to protect Jorge from the ice on the sidewalk. *See* Restatement (Second) of Torts § 343; *see also Bywater,* 3649088 at 4.

Unlike in *Bywater*, there is sufficient evidence that the ice Jorge fell on was "visually apparent." *See Bywater*, 3649088 at 4. Toribio testified that when she left Lafayette Towers approximately twenty minutes after Jorge fell, there was visible snow and ice on the ground. N.T. July 16 at 114. She testified that there was approximately one inch of snow on the ground. *Id.* Moreover, she testified that an employee was salting the sidewalk and the snow was melting. *Id.* If Toribio was able to see snow and ice on the sidewalk and a Lafayette Towers employee was salting the sidewalk, Lafayette Towers either knew of or should have known of the dangerous condition on the sidewalk. *See Bywater*, 3649088 at 4. Because the testimony established that the snowy and icy conditions were visually apparent by Toribio and an employee was salting the sidewalk, we find that the jury could have determined that Lafayette Towers had constructive notice of the dangerous conditions and had a duty to remove the ice from the sidewalk. N.T. July 16 at 62.

Second, Lafayette Towers's snow and ice removal policy created constructive notice of the ice on the sidewalk. First, Vedral testified that prior to moving into Lafayette Towers, residents were required to sign a lease. N.T. July 15 at 31. She testified that the lease provides that Lafayette Towers is responsible for maintaining common areas, including the sidewalks, of Lafayette Towers. *Id.* She indicated that 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 includes a snow and ice removal policy. *Id.* at 57. The policy requires Lafayette Towers to: 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, pursuant to the policy, 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. On the date of Jorge's injury, Vedral testified that she did not warn residents of inclement weather. *Id.* at 77. Moreover, Vedral testified that Lafayette Towers "[w]ould not have salted [the area where Jorge fell] between 7:45 [a.m.] and 7:50 [a.m.]. Lafayette Towers wouldn't have salted anything at 7:45 [a.m.] or 7:50 [a.m.]." *Id.* at 62.

Vedral conceded that although she is responsible for enforcing the snow and ice removal policy, she was not familiar with the policy and, in fact, never read the policy before Jorge fell. *Id.* at 57. Because Lafayette Towers's snow policy requires its employees to: 1) distribute salt on the sidewalk to prevent accumulation of ice; 2) remove snow and ice from the sidewalk; and 3) notify residents of a weather event, freezing warning, or freezing weather, Lafayette Towers's failure to follow its own snow removal policy created constructive notice of the dangerous condition on the sidewalk. *Id.* at 58-59. If Lafayette Towers followed its snow removal policy, it would have anticipated, known, or should have known of the ice on the sidewalk. *See* Restatement (Second) of Torts § 343; *see also Ruff v. York Hospital,* 257 A.3d 43, 55 (Pa. Super. 2021) (considering a hospital's safety policies and enforcement of the policies in a corporate negligence action); *see also Unger v. Allen,* 3 Pa. D. & C. 5th 191 (C.P. Lehigh Co. 2006) (noting that evidence of hospital commission standards "may be relevant in determining the appropriate standard of care for [the hospital], just as the hospital's internal policies are relevant").

Viewing the evidence in the light most favorable to Jorge, we believe that there was sufficient evidence for a jury to conclude that: 1) Jorge fell on an isolated patch of black ice; 2) the dangerous condition on the sidewalk

was "visually apparent" to Toribio and the Lafayette Towers employee who was salting the sidewalk; and 3) Lafayette Towers snow removal policy created constructive notice of the ice on the sidewalk. *See Dubose,* 125 A.3d at 1238; *see also Tong-Summerford,* 190 A.3d at 659. Therefore, Lafayette Towers is not entitled to JNOV.

B. *Lafayette Towers is Not Entitled to a New Trial*

1. Weight of the Evidence and Legal Insufficiency

Lafayette Towers argues that it is entitled to a new trial because the verdict was against the weight of the evidence. *See* Post-Trial Motion. Lafayette Towers also argues that the Court erred and abused its discretion by allowing the jury to deliberate on the case when the evidence was legally insufficient.[8] *See id.* Specifically, Lafayette Towers argues that the verdict is against the weight of the evidence because: 1) there were no hills and ridges on the sidewalk; 2) there was no black ice on the sidewalk; 3) Lafayette Towers did not have actual or constructive notice of black ice on the sidewalk; and 4) the time Lafayette Towers took to salt the sidewalk after Jorge fell was not unreasonable. *See* Lafayette Towers's Memorandum of Law.

With respect to a motion for a new trial, the Pennsylvania Supreme Court has stated:

> Each review of a challenge to a new trial order must begin with an analysis of the underlying conduct or omission by the trial court that formed the basis for the motion. There is a two-step process that a trial court must follow when responding to a request for a new trial. First, the trial court must decide whether one or more mistakes occurred at trial. These mistakes might involve factual, legal, or discretionary matters. Second, if the trial court concludes that a mistake (or mistakes) occurred, it must determine whether the mistake was a sufficient basis for granting a new trial. The harmless error doctrine underlies every decision to grant or deny a new trial. A new trial is not warranted merely because some irregularity occurred during the trial or another trial judge would have ruled differently; the moving party must demonstrate to the trial court that he or she has suffered prejudice from the mistake.

Harman v. Borah, 756 A.2d 1116, 1122 (Pa. 2000) (citations omitted).

A weight of the evidence claim "ripens only at the post-verdict stage." *Criswell v. King,* 834, A.2d 505, 513 (Pa. 2003) (holding that a claim challenging the weight of the evidence does not need to be raised at trial to be preserved for appellate review). "A motion for new trial on the grounds

[8] Lafayette Towers raised this argument in its post-trial motion but did not argue legal insufficiency in its supporting brief.

that the verdict is contrary to the weight of the evidence, concedes that there is sufficient evidence to sustain the verdict." *Tong-Summerford v. Abington Memorial Hospital,* 190 A.3d 631, 686 (Pa. Super. 2018) (citations omitted). A verdict is against the weight of the evidence when "certain facts are so clearly of greater weight that to ignore them or to give them equal weight with all the facts is to deny justice." *Id.* "An appellant is not entitled to a new trial where the evidence presented was conflicting and the factfinder could have decided in favor of either party." *McFeeley v. Shah,* 226 A.3d 582, 594 (Pa. Super. 2020) (citations omitted). Regarding a weight of the evidence claim, the Pennsylvania Superior Court has stated:

> The decision to grant or deny a motion for a new trial based upon a claim that the verdict is against the weight of the evidence is within the sound discretion of the trial court. Thus, the function of an appellate court on appeal is to review the trial court's exercise of discretion based upon a review of the record, rather than to consider de novo the underlying question of the weight of the evidence. An appellate court may not overturn the trial court's decision unless the trial court palpably abused its discretion in ruling on the weight claim. Further, in reviewing a challenge to the weight of the evidence, a verdict will be overturned only if it is so contrary to the evidence as to shock one's sense of justice.

Tong-Summerford, 190 A.3d at 659 (citations and quotations omitted). "Upon review, the test is not whether this Court would have reached the same result on the evidence presented, but, rather, after due consideration of the evidence found credible by the [jury], and viewing the evidence in the light most favorable to the verdict winner, whether the court could reasonably have reached this conclusion." *Daniel v. William R. Drach Co., Inc.,* 849 A.2d 1265, 1273 (Pa. Super. 2004) (citations omitted, alterations in original).

The Pennsylvania Superior Court will not reverse the trial court's decision absent an error of law or abuse of discretion. *Mendralla,* 703 A.2d at 485. "[The Pennsylvania Superior Court] review[s] the court's alleged mistake and determine[s] whether the court erred and, if so, whether the error resulted in prejudice necessitating a new trial." *Croyle v. Smith,* 918 A.2d 142, 146 (Pa. Super. 2007).

a. Hills and Ridges Doctrine

Lafayette Towers argues that the hills and ridges doctrine applies. *See* Post-Trial Motion; *see also* Discussion A(l)(a) *supra,* p. 52. However, Lafayette Towers waived this argument. *See* Discussion A(1)(a) *supra,* p. 52.

Assuming, *arguendo,* that Lafayette Towers preserved this argument, we find that its argument is without merit. As noted above, Jorge testified

that he fell on an isolated patch of black ice. N.T. July 16 at 166-67; *see also* Discussion A(1)(a) *supra,* p. 52. Therefore, because there was testimony that Jorge fell on an isolated patch of black ice and there were no "general slippery conditions," the verdict is not against the weight of the evidence and Lafayette Towers's argument is without merit.

b. Black Ice

Lafayette Towers argues that the verdict is against the weight of the evidence because there was no evidence of black ice. *See* Lafayette Towers's Memorandum of Law; *see also* Discussion A(l)(b)(i) *supra,* p. 58. As noted above, Jorge testified that he fell on an isolated patch of black ice. N.T. July 16 at 166-67; *see also* Discussion A(l)(b)(i) *supra,* p. 58. Although there was conflicting testimony from Toribio that there was approximately one inch of snow on the ground, the jury was permitted to assess credibility and accept Jorge's version of events. *See Daniel,* 849 A.2d at 1273. Therefore, because there was testimony that Jorge fell on an isolated patch of black ice, the verdict is not against the weight of the evidence and Lafayette Towers's argument is without merit.

c. Constructive Notice

Lafayette Towers argues that it did not have actual or constructive notice of the black ice and the time it took to salt the sidewalk after Jorge fell was not unreasonable. *See* Lafayette Towers's Memorandum of Law; *see* Discussion A(1)(b)(ii) *supra,* p. 61. As noted above, there was ample evidence to suggest that snowy and icy conditions were "visually apparent." *See* Discussion A(1)(b)(ii) *supra,* p. 61. Moreover, if Lafayette Towers would have properly followed its snow removal policy, it would have anticipated, known, or should have known of the ice on the sidewalk. *See id.* Therefore, we believe that the verdict is not against the weight of the evidence and Lafayette Towers's argument is without merit.

2. Future Medical Expenses and Life Expectancy

Lafayette Towers argues that the Court abused its discretion by admitting evidence regarding Jorge's future medical expenses and charging the jury regarding Jorge's life expectancy. *See* Post-Trial Motion.

a. Future Medical Expenses

Regarding the Court's charge on future medical expenses, we find that Lafayette Towers waived this argument. During trial, we held two charging conferences. At the charging conference on the second day of trial, the Court provided the verdict sheet to Attorney Margolis and Attorney Coleman. N.T. July 16 at 271. Future medical expenses was included on the verdict sheet. *See* Verdict. Attorney Coleman did not object to the verdict sheet and 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 264-65 (emphasis added).

Thereafter, the Court reviewed the charge on future medical expenses. Attorney Coleman did not object and the following exchange was placed on the record:

[THE COURT]: ... 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.

Id. at 271-72.

On the final day of trial, the Court held another charging conference prior to charging the jury. N.T. July 17 at 37-38. 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 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.

The Court provided the parties with another opportunity to object to the charge prior to giving the jury final instructions. 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.

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.

As discussed previously, Pennsylvania Rule of Civil Procedure 227.1 provides that arguments not raised during trial are waived. *See* Pa.R.C.P. 227.1. The Rule mandates that issues are deemed waived unless the issues: 1) "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." *See id.; see also Straub v. Cherne Industries,* 880 A.2d 561, 567 (Pa. 2005) (holding that defendant's failure to object to the verdict sheet and the charge of the court resulted in waiver of the issues on appeal).

Here, Lafayette Towers's argument is waived because: 1) Attorney Coleman did not object to the Court's instructions and the verdict sheet regarding future medical expenses; and 2) Lafayette Towers's post-trial motion does not assert how Attorney Coleman objected at trial. *See id.* We may not consider Lafayette Towers's argument for the first time in its post-trial motion. *See id.* Therefore, we find that this argument is waived.

Assuming, *arguendo,* that Lafayette Towers preserved this argument, we find that its argument is without merit.

"In the context of a claim for future medical expenses, the movant must prove, by expert testimony, not only that future medical expenses will be incurred, but also the reasonable estimated cost of such services." *Mendralla,* 703 A.2d at 485. "[E]vidence of damages may consist of probabilities and inferences as long as the amount is shown with reasonable certainty." *Wayne Knorr, Inc. v. Department of Transportation,* 973 A.2d 1061, 1081 (Pa. Commonwealth 2009). A plaintiff is required to present sufficient evidence for the jury "to make an intelligent estimation, without conjecture, of the amount to be awarded." *Id.* The instruction is proper when the evidence of past medical expenses and permanency of the disability suggests to the jury that the plaintiff will require medical treatment in the future. *Pratt v. Stein,* 444 A.2d 674, 697 (Pa. Super. 1982). "Where the evidence in a personal injury action shows the value of medical services already rendered the injured person, and that such service will be required in the future, the jury may determine from the past service, and its value, what may reasonably be required in the future, although there is no other evidence of the value of the future services." *Id.* (citations omitted).

In *Pratt,* the defendant argued that the trial court erred by instructing the jury regarding future medical expenses. *Id.* at 698. The Pennsylvania Superior Court held that there was sufficient evidence to submit the issue of future medical expenses to the jury and the court's charge was proper. *Id.* The court reasoned that the plaintiff established that he had doctor appointments on numerous occasions and incurred costs as a result. *Id.* The plaintiff's doctor testified that the doctor appointments were necessary to treat the plaintiff's condition, and the record established the permanency of the plaintiff's injury. *Id.* The court explained, "[T]he jury could reasonably have inferred that [the plaintiff] would require chiropractic treatment with the same frequency as he had in the past." *Id.*

Here, there was evidence of Jorge's past medical expenses to suggest Jorge would endure medical expenses in the future. *See* N.T. July 16 at 261; *see also Pratt,* 444 A.2d at 697. In fact, Lafayette Towers agreed to Jorge's past medical expenses in the amount of $8,312.89 but disagreed that it was liable for the expenses. *See* N.T. July 17 at 36. Second, there was evidence of the permanency of Jorge's injury. *See* N .T. July 16 at 225- 26; *see also Pratt,* 444 A.2d at 697. Dr. Levinstein's report noted that Jorge's "condition is permanent and [Jorge] is highly susceptible to reinjury and reoccurrence/ aggravation." *See id.*

The charge on future medical expenses was appropriate because there was extensive testimony regarding Jorge's future medical costs. Dr. Levinstein testified regarding the cost of Jorge's future medical expenses. Dr. Levinstein explained that Jorge's immediate, future treatment is palliative care to alleviate his symptoms. *See* Plaintiff's Exhibit 148 at 53-54. Dr. Levinstein opined that Jorge's diagnosis was "directly and causally related" to Jorge's fall at Lafayette Towers. *Id.* Dr. Levinstein's prognosis for Jorge was "guarded to poor." *Id.* He explained that "guarded" indicates that Jorge is not fully disabled, and "poor" means Jorge's condition will 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 estimated that Jorge's future expenses for care would be: 1) $1,800.00 to $2,200.00 for four to eight weeks of 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. The jury was instructed that Jorge's future medical expenses were between $207,770.00 and $231,733.33. N.T. July 17 at 37-38.

We further note that the notes to Pennsylvania Suggested Standard Civil Jury Instruction 7.30 state that the instruction on future medical expenses should be read "whenever there has been testimony that due to the continuing nature of the plaintiff's injuries, they will require future medical care." Pa.J.I.Civ. 7.30. Because Dr. Levinstein testified to the continued permanency of Jorge's condition, under the Pennsylvania Suggested Standard Civil Jury Instructions, the charge on future medical expenses was appropriate. Therefore, because there was evidence of Jorge's past medical expenses, the permanency of his injury, and extensive testimony regarding his future medical expenses, we find that the charge on future medical expenses was appropriate and Lafayette Towers's argument is without merit. *See Pratt,* 444 A.2d 698.

b. Life Expectancy

With respect to the Court's charge on life expectancy, we find that Lafayette Tower's waived this argument. At the charging conference on the second day of trial the Court reviewed the charge on life expectancy and the following exchange was placed on the record:

> [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 Heath 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.

N.T. July 16 at 270-71. Attorney Coleman did not object when the Court reviewed the charge regarding life expectancy. *See id.*

On the final day of trial, the Court reviewed the charge regarding life expectancy and 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 (emphasis added).

The Court provided the parties with another opportunity to object to the charge prior to giving the jury final instructions. At the end of the charging conference on the final day of trial, 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.

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.

As discussed previously, Pennsylvania Rule of Civil Procedure 227.1 provides that arguments not raised during trial are waived. *See* Pa.R.C.P. 227.1. The Rule mandates that issues are deemed waived unless the issues: 1) "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." *See id.; see also Straub v. Cherne Industries,* 880 A.2d 561, 567 (Pa. 2005) (holding that defendant's failure to object to the verdict sheet and the charge of the court resulted in waiver of the issues on appeal).

Here, Lafayette Towers's argument is waived because: 1) Attorney Coleman did not object to the Court's instructions regarding life expectancy; and 2) Lafayette Towers's post-trial motion does not assert how Attorney Coleman objected at trial. *See id.* We may not consider Lafayette Towers's argument for the first time in its post-trial motion. *See id.* Therefore, we find that this argument is waived.

Assuming, *arguendo,* that Lafayette Towers preserved this argument, we find that its argument is without merit.

"[Mortality] tables are competent and relevant in negligence cases only if death or *permanent* impairment of earning power results. If the impairment is only temporary, life tables serve no useful purpose." *Messer v. Beighley,* 187 A.2d 168, 170 (Pa. 1963) (citations omitted, emphasis in original). Regarding life expectancy tables, the Pennsylvania Supreme Court has stated:

> Such tables do not assume to establish as a certainty that any person of the age indicated will live for the identical period specified. With the expectancy indicated by the table as a basis of calculation, the jury must consider the person's health, habits, occupation, surroundings, and any other elements which in his case will be likely to operate for or against his longevity.

Littman v. Bell Tel. Co. of Pennsylvania, 172 A. 687, 689 (Pa. 1934) (noting that the jury should have been instructed regarding the plaintiff's prior medical conditions and his current injury).

In *Coward v. Owens-Corning Fiberglas Corp.,* the defendant argued that the court erred by instructing the jury on the use of mortality tables to measure the plaintiff's life expectancy. 729 A.2d 614, 627 (Pa. Super. 1999). The trial court provided a charge on life expectancy, in relevant part, as follows:

> These figures are offered to you only as a guide. And you are not bound to accept it, if you believe that the plaintiff would have lived longer or less than the average individuals in this category.
>
> In reaching this decision, you are to consider the plaintiffs' health prior to the injury, his manner of living, his personal habits and other factors that you may have or that may have affected the duration of his life.

Id. at 627. The Pennsylvania Superior Court held that the trial court properly instructed the jury on the factors outlined in *Littman. Id.* at 628.

Here, 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.*

N.T. July 17 at 125-26 (emphasis added). In charging the jury on life expectancy, the Court read Pennsylvania Suggested Standard Civil Jury Instruction 7.210A. *See* Pa.J.I.Civ. 7.210A. The Court's instruction properly included the factors outlined in *Littman. See Littman,* 172 A. at 689. Moreover, our charge on life expectancy mirrors the charge in *Coward* in that we instructed the jury to consider Jorge's health prior to this ankle injury, his lifestyle, and other factors the jury deemed relevant to his life expectancy. Therefore, because we instructed the jury pursuant to the factors outlined in *Littman,* our charge on Jorge's life expectancy was appropriate.

We further note that the Pennsylvania Suggested Standard Civil Jury Instructions note that "[i]n every case where there is evidence of permanency (including scars), a charge with respect to the life expectancy of the plaintiff should be given." Pa.J.I.Civ. 7.210A. There was testimony regarding the permanency of Jorge's injury. First, Dr. Levinstein's report noted that Jorge's condition as a result of his injury is permanent. N .T. July 16 at 225-26. Second, Jorge testified that he has scarring on his ankle. *Id.* at 165. Therefore, because there was evidence of the permanency of Jorge's injury, the charge on life expectancy was appropriate and Lafayette Towers's argument is without merit.

3. Pain and Suffering

Lafayette Towers argues that the Court abused its discretion by charging the jury regarding pain and suffering. *See* Post-Trial Motion.

First, we find that Lafayette Towers waived this argument. *See* Pa.R.C.P. 227.1. Attorney Coleman had three opportunities to object to the charge on pain and suffering. On the second day of trial, the Court reviewed the charge and verdict sheet with the parties. 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). Attorney Coleman did not object to the charge on pain and suffering.

Second, during the final charge, the Court instructed the jury as follows:

> 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.
>
> ...
>
> Pain and suffering includes any physical discomfort, mental anxiety, emotion 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.

N.T. July 17 at 120, 124. Attorney Coleman did not object to the final charge.

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.

As discussed previously, Pennsylvania Rule of Civil Procedure 227.1 provides that arguments not raised during trial are waived. *See* Pa.R.C.P. 227.1. The Rule mandates that issues are deemed waived unless the issues: 1) "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." *See id.; see also Straub v. Cherne Industries,* 880 A.2d 561, 567 (Pa. 2005) (holding that defendant's failure to object to the verdict sheet and the charge of the court resulted in waiver of the issues on appeal).

Here, Lafayette Towers's argument is waived because: 1) Attorney Coleman did not object to the Court's instructions regarding pain and suffering; and 2) Lafayette Towers's post-trial motion does not assert how Attorney Coleman objected at trial. *See id.* We may not consider Lafayette Towers's argument for the first time in its post-trial motion. *See id.* Therefore, we find that this argument is waived.

Assuming, *arguendo,* that Lafayette Towers preserved this argument, we find that its argument is without merit. "For a jury to be permitted to consider future pain and suffering as an element of damages, competent testimony demonstrating a likelihood that the condition will persist in the future must be present, and the jury must reasonably be able to infer from this testimony the probable future consequences of the condition." *Fretts v. Pavetti,* 422 A.2d 881, 885 (Pa. Super. 1980) (citations omitted). A plaintiff is permitted to testify regarding their own pain and suffering and their testimony can support a jury award for damages. *Reist v. Manwiller,* 332 A.2d 518, 521 (Pa. Super. 1974) (finding that the plaintiff was permitted to testify regarding her pain and suffering and expert medical testimony was not required to prove damages). "Expert testimony is not required to predict the exact result anticipated, but more than a mere possibility or fear of future consequences must be shown." *Fretts,* 422 A.2d at 885 (citations omitted).

In *Fretts,* the defendant argued that the court erred by allowing the jury to consider the plaintiff's future pain and suffering. *Id.* at 885. The plaintiff's testimony revealed that she had continued pain, her leg and ankle continually swell as a result of her injury, pain keeps her awake at night, and she uses an elastic support brace on her ankle. *Id.* The plaintiff's treating physician testified that her injury had improved and the scarring and lump would not permanently affect the plaintiff. *Id.* The physician testified that the injury could cause a different condition and cause swelling. *Id.* The Pennsylvania Superior Court held that there was sufficient evidence to allow the jury to deliberate on pain and suffering.

Here, the jury awarded $500,000.00 for past, present, and future pain and suffering embarrassment, humiliation, and loss of enjoyment of life. *See* Verdict. The evidence of pain and suffering was sufficient to submit the claim for damages to the jury. *See Fretts,* 422 A.2d at 885.

First, Jorge testified that he continues to experience pain. N.T. July 16 at 207-08. He further testified that he unable to drive long distances as a result of his injury. *Id.* at 209. Jorge testified that he wears an ankle brace and uses a cane in cold weather. *Id.* at 156.

Second, Dr. Levinstein testified regarding the permanency of Jorge's injury. Dr. Levinstein diagnosed Jorge with ankle pain, weakness and edema, and that his condition will progress in the future. N.T. July 16 at 51. Dr. Levinstein further opined that Jorge's injury would limit his ability to work, he noted his pain limitations when walking and lifting, and that he would be unable to perform work as a groundskeeper or CDL driver. *Id.* at 30-31, 52-53. The evidence before the jury regarding Jorge's future pain and suffering was more than speculative. *See Fretts,* 422 A.2d at 885. Therefore, because there was sufficient testimony regarding Jorge's future pain and suffering, we find that Lafayette Towers's argument is without merit.

4. Missing Witness Instruction

Lafayette Towers argues that the Court erred by charging the jury that the missing witness instruction does not apply. *See* Post-Trial Motion.

First, we find that Lafayette Towers waived this argument. *See* Pa.R.C.P. 227.1. During Attorney Coleman's opening statement, Attorney Coleman stated that Jorge was treated by Dr. Sacco and Dr. Lachman. N.T. July 15 at 55. Attorney Coleman pointed out that neither doctor would be testifying at trial and 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.

Before the start of the second day of trial, Attorney Margolis moved for a mistrial based on Attorney Coleman's statements. 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.*

Id. (emphasis added).

As discussed previously, Pennsylvania Rule of Civil Procedure 227.1 provides that arguments not raised during trial are waived. *See* Pa.R.C.P. 227.1. The Rule mandates that issues are deemed waived unless the issues: 1) "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." *See id.; see also Straub v. Cherne Industries,* 880 A.2d 561, 567 (Pa. 2005) (holding that defendant's failure to object to the verdict sheet and the charge of the court resulted in waiver of the issues on appeal).

Here, Lafayette Tower's argument is waived because: 1) Attorney Coleman did not object to the Court's instruction regarding the missing witness instruction; and 2) Lafayette Tower's post-trial motion does not assert how Attorney Coleman objected at trial. *See id.* In fact, Attorney Coleman stated that he had no objection to our instruction that the missing witness instruction does not apply and stated that the charge was "appropriate." N.T. July 17 at 6-9. We may not consider Lafayette Tower's argument for the first time in its post-trial motion. *See* Pa.R.C.P. 227.1. Therefore, we find that this argument is waived.

Assuming, *arguendo,* that Lafayette Towers preserved this argument, we find that its argument is without merit.

"It is well settled that juries are presumed to follow the trial court's instructions, including its curative instructions following an improper question. Generally, in the absence of extraordinary circumstances, a prompt and effective curative instruction which is directed to the damage done will suffice to cure any prejudice suffered by the complaining party." *Steitz v. Meyers,* 265 A.3d 335, 347 (Pa. Super. 2021). Regarding the missing witness instruction, the Pennsylvania Supreme Court has stated:

> Generally, if a litigant fails to call a witness who presumably would support his allegation, the opposing party is entitled to have the jury instructed that it may infer that the witness, if called, would testify adversely to the party who failed to call him. But this rule is inapplicable if such witness is equally available to both sides of the litigation. In other words, the inference is permitted only where the uncalled witness is peculiarly within the reach and knowledge of only one of the parties.

Bentivoglio v. Ralston, 288 A.2d 745, 748 (Pa. 1972); *see also Bennett v. Sakel,* 725 A.2d 1195, 1198 (Pa. 1999) (holding that counsel could not ask the jury to infer an adverse inference by a witness's failure to testify when the witness was available to both parties).

Here, Attorney Coleman attempted to have the jury draw an adverse inference from Attorney Margolis's failure to call Dr. Sacco or Dr. Lachman. However, Dr. Sacco and Dr. Lachman were available to both Jorge and Lafayette Towers to call as witnesses. Neither Dr. Sacco nor Dr. Lachman were "peculiarly within the reach and knowledge" of only Jorge. *See Bentivoglio,* 288 A.2d at 748. Therefore, it was improper for Attorney Coleman to ask the jury to draw an adverse inference from Attorney Margolis's failure to Dr. Sacco or Dr. Lachman. *See Bennett,* 725 A.2d at 1198. As such, Lafayette Towers's argument is without merit.

5. Verdict Was Not Motivated by Improper Reasons

Lafayette Towers argues that the jury's verdict was motivated by improper reasons including the perceived wealth of Lafayette Towers. *See* Post-Trial Motion. Specifically, Lafayette Towers argues that Attorney Margolis's argument during closing arguments was improper. *See id.*

During closing arguments, Attorney Margolis argued:

> 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. Lafayette Towers argues that Attorney Margolis's statement was improper and prejudices Lafayette Towers. *See* Post-Trial Motions. However, Attorney Coleman did not object to Attorney Margolis's closing argument either during the closing argument or after the closing argument. *See* N.T. July 17 at 48.

As discussed previously, Pennsylvania Rule of Civil Procedure 227.1 provides that arguments not raised during trial are waived. *See* Pa.R.C.P. 227.1. The Rule mandates that issues are deemed waived unless the issues: 1) "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." *See id.; see also Sutch v. Roxborough Memorial Hospital,* 151 A.3d 241, 253 (Pa. Super. 2016) ("[defendant] waived this argument due to his failure to object to this remark during closing argument or afterward").

Here, Lafayette Towers's argument is waived because: 1) Attorney Coleman did not object to Attorney Margolis's statement during closing arguments; and 2) Lafayette Towers's post-trial motion does not assert how Attorney Coleman objected at trial. *See* Pa.R.C.P. 227.1. We may not consider Lafayette Towers's argument for the first time in its post-trial motion. *See id.* Therefore, Lafayette Towers's argument is waived and without merit.

6. Verdict is Not Excessive

Lafayette Towers argues that the verdict is excessive and requires remittitur. *See* Post-Trial Motion. "Judicial reduction of a jury award is appropriate only when the award is plainly excessive and exorbitant." *Potochnick,* 861 A.2d at 285.

> The grant or refusal of a new trial due to the excessiveness of the verdict is within the discretion of the trial court. This [C]ourt will not find a verdict excessive unless it is so grossly excessive as to shock our sense of justice. We begin with the premise that large verdicts are not necessarily excessive verdicts. Each case is unique and dependent on its own special circumstances and a court should apply only those factors which it finds to be relevant in determining whether or not the verdict is excessive.

Tindall v. Friedman, 970 A.2d 1159, 1177 (Pa. Super. 2009) (citations omitted).

In determining the excessiveness of a verdict, courts consider: 1) the severity of the plaintiff's injury; 2) "whether the plaintiff's injury is manifested by objective physical evidence or whether it is only revealed by the subjective testimony of the plaintiff"; 3) whether the plaintiff's injury has a permanent affect; 4) whether the plaintiff an maintain their employment; 5) the plaintiff's out-of-pocket expenses; and 6) the plaintiff's demand for damages in their complaint. *Gbur v. Golia,* 932 A.2d 203, 212 (Pa. Super. 2007) (finding that the jury's verdict did not shock the conscience and the

trial court did not abuse its discretion in denying remittitur); s*ee also Mineo v. Tancini,* 502 A.2d 1300, 1306 (Pa. Super. 1986) (holding that jury's verdict of $2,360,000.00 was supported by the evidence of the plaintiff's lost earnings, lost future earning capacity, and constant pain). Because every case is different, the court should only apply the factors that are relevant to the facts of the case. *Carrozza v. Greenbaum,* 866 A.2d 369, 383 (Pa. Super. 2004) (holding that the trial court properly denied the defendant's motion for remitter where the jury "saw and heard competent and compelling evidence of injury, reduced life expectancy, and pain and suffering").

It is within the trial court's discretion to grant or deny a motion for remittitur. *Renna v. Schadt,* 64 A.3d 658, 671 (Pa. Super. 2013). "The trial court may only grant a request for remittitur when a verdict that is supported by the evidence suggests that a jury was guided by partiality, prejudice, mistake, or corruption." *Dubose v. Quinlan,* 125 A.3d at 1244 (citations omitted). The Pennsylvania Superior Court will not reverse the trial court's decision absent an abuse of discretion or error of law. *Renna,* 64 A.3d at 671.

In *Bennyhoff v. Pappert,* the plaintiff was riding a bicycle when she was struck by a vehicle and injured. 790 A.2d 313, 315 (Pa. Super. 2001). The defendant sought remittitur after the jury returned a verdict in the amount of $2,011,340.00. *Id.* at 321. The Pennsylvania Superior Court upheld the trial court's decision that the verdict did not shock the conscience and require remittitur. *Id.* The trial court noted the plaintiff's active lifestyle prior to her injury, the multiple treatments and surgeries she endured after her injury, and her age. *Id.* The court considered that the evidence supported the verdict in that the plaintiff had pain and limitations as a result of the injury and the extensive medical testimony about her injury. *Id.*

Here, the jury awarded a verdict in the amount of $1,554,000.00. *See* Verdict. After molding the verdict to reflect the parties' stipulated amount of Jorge's past medical expenses and Jorge's comparative negligence, the verdict is $1,397,981.60. The jury apportioned damages as follows: 1) $9,000.00 for past medical expenses;[9] 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. *Id.*

There was extensive testimony regarding Jorge's past and future lost earnings, future medical expenses, his inability to continue his employment prior to his injury, extensive treatments after the injury, and continued pain and suffering. First, the jury heard testimony from Dieckman that Jorge's

[9] The jury awarded $9,000.00 in past medical expenses. *See* Verdict. We molded the verdict to reflect the parties' stipulation that Jorge's past medical expenses was $8,312.89.

pre-injury earning capacity was $66,993.00 and Jorge's past lost earnings was $198,732.00. N.T. July 16 at 236. Regarding loss of future earning potential, Dieckman considered the amount Jorge would have made performing heavy equipment operator work, less the amount Jorge would have made 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 past and future lost wages and lost earning capacity as a result of his injury is $874,865.00. *Id.* at 238. Dieckman testified that the estimate of Jorge's past and future lost wages and lost earning capacity was conservative and Jorge's total loss could be much greater. *Id.* at 238.

Second, Dr. Levinstein testified regarding the cost of Jorge's future medical expenses. Dr. Levinstein explained that Jorge's immediate, future treatment is palliative care to alleviate his symptoms. Plaintiff's Exhibit 148 at 53-54. Dr. Levinstein opined that Jorge's diagnosis was "directly and causally related" to Jorge's fall at Lafayette Towers. *Id.* Dr. Levinstein's prognosis for Jorge 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 estimated that Jorge's future expenses for care would be: 1) $1,800.00 to $2,200.00 for four to eight weeks of 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. The jury was instructed that Jorge's future medical expense was between $207,770.00 and $231,733.33. N.T. July 17 at 37-38. The jury's verdict for future medical expenses ($225,000.00) falls within the testimony provided by Dr. Levinstein. *See* Verdict.

Finally, Jorge and Toribio testified regarding his extensive treatment, continued pain and suffering, and how his injury has affected his life. Jorge testified that he underwent surgery on his ankle following his injury. N.T. July 16 at 149. However, after the surgery he had limited mobility and continued pain. *Id.* He attended physical therapy but his ankle was not healing. *Id.* As a result, Jorge underwent a second surgery and a second course of physical therapy. *Id.* at 150-51. Jorge testified that he wears an ankle brace and uses a cane in cold weather. *Id.* at 156. Jorge's injury has left him with scarring on his ankle and he is prescribed medication to manage his pain. *Id.* at 165, 207-08. Jorge has not worked since the date of his injury because of pain. *Id.* at 181. 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. Toribio testified that prior to Jorge's injury, Toribio and Jorge would walk, hike,

ride bikes, dance, and go to amusement parks. *Id.* at 109-110. She testified that Jorge is unable to participate in these activities because of his injury. *Id.* at 110.

Based upon the foregoing testimony, we find that there is sufficient evidence to support the jury's verdict and the jury's verdict does not shock the conscience. *See Bennyhoff,* 790 A.2d at 321; *see also Gillingham v. Consol Energy, Inc.,* 51 A.3d 841, 862 (Pa. Super. 2012) (holding that jury's verdict for pain and suffering to two plaintiffs of $2,500,000.00 and $1,000,000.00, respectively, was not excessive). Therefore, the jury's verdict of $1,397,981.60 does not require remittitur and Lafayette Towers's argument is without merit.

7. Motion for Non-Suit for Failure to Provide an Exhibit List

Lafayette Towers argues that the Court abused its discretion in denying Lafayette Towers's motion for a mistrial when Jorge did not provide Lafayette Towers an exhibit list. *See* Post-Trial Motion. Attorney Coleman argued that Northampton County Local Rule N212B required Attorney Margolis to provide its exhibits prior to trial.

To be considered a "mistake" permitting grounds for a new trial, a court's denial of a motion for a mistrial must constitute an abuse of discretion. *Steitz,* 265 A.3d at 347. "An abuse of discretion exists when the trial court has rendered a judgment that is manifestly unreasonable, arbitrary, or capricious, has failed to apply the law, or was motivated by partiality, prejudice, bias, or ill will." *Id.* (citations omitted).

Northampton County Local Rule N212B requires parties to disclose to the opposing party a list of all exhibits to be used at trial at least two days prior to the pre-trial conference. Northampton Co. Local Rule N212B.

Pennsylvania Rules of Judicial Administration 103 further provides:

> No case shall be dismissed nor request for relief granted or denied because of failure to initially comply with a local rule. In any case of noncompliance with a local rule, the court shall alert the party to the specific provision at issue and provide a reasonable time for the party to comply with the local rule.

Pa.R.J.A. 103; *see also* Pa.R.C.P. 239 ("the requirements for the promulgation and amendment of local rules of civil procedure are set forth in Pennsylvania Rule of Judicial Administration 103(d)").

In *Schulz v. Celotex Corp.,* the plaintiff filed post-trial motions. 669 A.2d 404, 405 (Pa. Super. 1996). The trial court dismissed the plaintiff's motion for failure to file a brief pursuant to a local rule. *Id.* The Pennsylvania Superior Court held that this violated the Pennsylvania rules of civil procedure which prohibits the dismissal of an action for failure to comply with a local rule. *Id.* The court explained that the rule exists to prevent dismissal of an action and stated, "[L]ocal rules cannot provide for the automatic dismissal of a party's cause in the event of a breach." *Id.* at 405 (citations omitted).

In *Norman v. Public Utility Commission,* the plaintiff filed a complaint alleging that the electric company incorrectly measured his electricity usage. 1053 C.D. 2017, 2018 WL 3384475 (Pa. Commonwealth 2018) (unreported opinion); *see also* 210 Pa. Code§ 69.414 ("an unreported opinion of this Court may be cited and relied upon when it is relevant under the doctrine of law of the case ... parties may also cite an unreported panel decision of this Court after January 15, 2008, for its persuasive value, but not as binding precedent"). An employee of the electric company testified at the hearing. *Id.* The plaintiff argued that the administrative law judge erred in failing to declare a mistrial when the defendant did not provide the plaintiff's witness with its exhibits. *Id.* at 4. The plaintiff argued that he was unable to "elicit direct testimony from the witness" because he did not have the exhibits. *Id.* (emphasis added). The Commonwealth Court of Pennsylvania held that the plaintiff was not prejudiced by the defendant's failure to submit its exhibits to the witness. *Id.* at 5. The court explained that the witness was familiar with the electricity meter, testified about visiting the plaintiff's home, the tests she completed, and the reports she authored. *Id.*

Here, on the second day of trial, Attorney Coleman moved for a mistrial and to preclude the introduction of Jorge's exhibits. N.T. July 16 at 13. Attorney Coleman asked Attorney Margolis for Attorney Margolis's exhibits and was 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 was numbered to coincide with the exhibits and his office provided Attorney Coleman with a flash drive containing an electronic copy of the exhibits. *Id.* at 14-15; *see also* Post-Trial Motion, Exhibit A. Moreover, during oral argument on October 15, 2024, Lafayette Towers conceded that Jorge provided exhibits during discovery. *See* N.T. Oct. 15 at 7. Contrary to Lafayette Towers's argument, the Rules of Judicial Administration state, "No case shall be dismissed nor request for relief granted or denied because of failure to initially comply with a local rule." *See* Pa.R.J.A. 103. When a party does not comply with a local rule, the Rules of Judicial Administration mandate that the "court shall alert the party to the specific provision at issue and provide a reasonable time for the party to comply with the local rule." *See id.*

After Attorney Coleman objected to Attorney Margolis's failure to produce paper copies of his exhibits, the Court directed Attorney Margolis to print paper copies of his exhibits and provide them to Attorney Coleman. Attorney Margolis complied and provided Attorney Coleman with paper copies of his exhibits on the third day of trial. As such, we acted within our discretion by denying Lafayette Towers's motion for a mistrial for Jorge's alleged failure to comply with a local rule. *See Schulz,* 669 A.2d at 404. Moreover, Attorney Coleman was not prejudiced by Attorney Margolis's

failure to provide paper copies of his exhibits. *See Norman,* 2018 WL 3384475 at 5. Therefore, because 1) Jorge provided Lafayette Towers with his exhibit list during discovery; 2) Jorge provided Lafayette Towers with an exhibit log and flash drive on the first day of trial containing all trial exhibits; 3) Jorge provided paper copies of his exhibits on the third day of trial per the Court's instructions; and 4) Lafayette Towers was not prejudiced by Attorney Margolis's failure to provide paper copies, Lafayette Towers's argument is without merit.

CONCLUSION

For the foregoing reasons, we hold that: 1) the verdict should be molded to reflect the stipulated amount of Jorge's past medical expenses and Jorge's comparative negligence; 2) Jorge is entitled to delay damages; and 3) Lafayette Towers is not entitled to post-trial relief.

WHEREFORE, we enter the following:

ORDER

AND NOW, this 20th day of November, 2024, upon consideration of Jonathan Jorge's ("Jorge") motion for delay damages, Lafayette Towers, LT Apartments LLC's ("Lafayette Towers") motion to mold the verdict, and Lafayette Towers's post-trial motions, the parties briefs and arguments presented thereon, it is hereby **ORDERED** that:

1. Lafayette Towers's motion to mold verdict is **GRANTED.** The jury's verdict should be molded to $1,397,981.60;

2. Jorge's motion for delay damages is GRANTED. Jorge is entitled to delay damages in the amount of $172,353.90. The verdict, reflecting both the molded verdict and delay damages, shall be amended to $1,570,335.50;

3. Lafayette Towers's post-trial motions are DENIED; and

4. Judgment is entered for Jonathan Jorge and against Lafayette Towers, LT Apartments LLC in the amount of $1,570,335.50.

BY THE COURT:
/s/ Michael J. Koury
MICHAEL J. KOURY, JR. JUDGE

DELIVER TO:

PERIODICAL PUBLICATION

*** Dated Material. Do Not Delay. Please Deliver Before Monday, August 11, 2025**