No. 25-

IN THE

Supreme Court of the United States

ERIN UCIECHOWSKI,

Petitioner,

v.

DEA PRODUCTS INC.,

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO THE SUPREME COURT OF PENNSYLVANIA

PETITION FOR A WRIT OF CERTIORARI

ANDREW J. KATSOCK, III
Counsel of Record
15 Sunrise Drive
Wilkes-Barre, PA 18705
(570) 829-5884
ajkesq@comcast.net

Attorney for the Petitioner,
Erin Uciechowski

December 15, 2025

388519

COUNSEL PRESS
(800) 274-3321 • (800) 359-6859

QUESTIONS PRESENTED FOR REVIEW

1. Whether the Supreme Court of Pennsylvania erred in denying the Petitioner's Petition for Allowance of Appeal?

2. Whether the Pennsylvania appellate courts denied the Petitioner Due Process of law?

PARTIES TO THE PROCEEDINGS

Erin Uciechowski, Petitioner

DEA Products, Inc., Respondent

STATEMENT OF RELATED PROCEEDINGS

This case arises from the following proceedings:

- DEA Products, Inc. v. Erin Uciechowski, No. 185 MAL 2025, Supreme Court of Pennsylvania (Judgment entered on September 16, 2025);

- DEA Products, Inc. v. Erin Uciechowski, No. 2493 EDA 2024, Superior Court of Pennsylvania (Judgment entered on March 11, 2025); and

- DEA Products, Inc. v. Erin Uciechowski, No. 003016-CV-2018, Court of Common Pleas of Monroe County, Pennsylvania (Judgment entered on August 15, 2024)

TABLE OF CONTENTS

Table of Contents

TABLE OF APPENDICES

TABLE OF CITED AUTHORITIES

Page

Constitutions

Cases

Page

Page

Statutes

Court Rules

Cited Authorities

OPINIONS BELOW

On September 16, 2025, the Supreme Court of Pennsylvania entered an Order in this matter denying the Petitioner's request for a Petition for Allowance of Appeal, stating:

> "AND NOW, this 16th day of September, 2025, the Petition for Allowance of Appeal is DENIED." See Appendix 1a.

The March 11, 2025 Order of the Superior Court of Pennsylvania dismissing the Petitioner's Appeal of the Judgment of the Court of Common Pleas is attached hereto in Appendix 2a.

The August 15, 2024 Order, Notice of Entry of Judgment and Reassess Judgment of the Court of Common Pleas of Monroe County, Pennsylvania are attached hereto in Appendix 3a.

JURISDICTION

This Honorable Court has jurisdiction of this petition to review the judgment of the Pennsylvania Supreme Court. The U.S. Supreme Court has the jurisdiction to review decisions made by state supreme courts when those decisions involve federal law, constitutional issues, or treaties. This authority is outlined in Article III of the Constitution and further defined by 28 U.S.C. § 1257, which allows the Supreme Court to review final judgments from the highest state courts.

On September 16, 2025, the Supreme Court of Pennsylvania entered an Order in this matter denying the Petitioner's request for a Petition for Allowance of Appeal.

CONSTITUTIONAL PROVISIONS AND STATUTES AT ISSUE

U.S. Constitution – Amendment XIV

Section 1.

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

STATEMENT OF THE CASE

Erin Uciechowski is the Petitioner in the above matter. The crux of Ms. Uciechowski's argument in this Petition is that the default judgment entered against her is the result of 1) the suspension of her attorney-of-record (without her knowledge), who had missed a Court Deadline, causing entry of the default judgment; 2) violations of the rules of civil procedure, and, violations of the Petitioner's right to notice and due process. As the Pennsylvania Supreme Court is entrusted with management and discipline of attorneys practicing in the Commonwealth (including the Petitioner's former attorney, Edward Kaushas), the

Petitioner asserts that the State courts were in error in denying Ms. Uciechowski's Petition to Strike or Open the Judgment that was entered due the improper practices of Edward Kaushas, who had been suspended prior to entry of the default judgment.

The underlying appeal of the Trial Court (the Court of Common Pleas of Monroe County, Pennsylvania), first to the Superior Court of Pennsylvania and then to the Supreme Court of Pennsylvania was solely based upon the Petitioner's allegations that the Trial Court erred in granting the Respondent's (DEA Products, Inc.) Motion to Reassess Damages after the entry of judgment in a residential mortgage foreclosure. However, the background of this case is necessary to understand the current appeal.

The underlying case involves the taking of a default judgment in a residential mortgage foreclosure action and the Court of Common Plea's denial of a Petition to Open or Strike the Default Judgment. The Petitioner, Erin Uciechowski, is the Defendant in the underlying mortgage foreclosure action on her residential home. As the Respondent, DEA Products, Inc., initiated the Mortgage Foreclosure action without providing Ms. Uciechowski with notice of Monroe County's Residential Mortgage Foreclosure Diversion Program, instead listing the property as "commercial" and exempt from the program, Ms. Uciechowski was not given the opportunity to participate in said program. After the Petitioner filed the requisite "Certification of Participation" in the Monroe County Residential Mortgage Foreclosure Diversion Program with the Prothonotary, Ms. Uciechowski was advised that she did not qualify for the program simply

because of the instant default judgment that had been previously entered of record.

The Petitioner, Erin Uciechowski, is an individual owning a primary residence located at 192 Fish Hill Road, Tannersville, Monroe County, Pennsylvania PA 18372, which is the subject of the mortgage foreclosure. The Petitioner, through her verified pleadings and by testimony and evidence at an evidentiary hearing on the merits of her Petition, established that the property is a residential property, situate in a residential neighborhood; that the Respondent wrongfully listed the property for foreclosure as a "Commercial" property and did not provide the Petitioner with notice of Monroe County's Residential Mortgage Foreclosure Diversion Program, and; the Petitioner was therefore not given the opportunity to participate in said program. At the evidentiary hearing, Ms. Uciechowski presented evidence in the form of documents, photographs and testimony that ever since her purchase, mortgage and moving into the property, it was her primary residence. The Petitioner also testified that she was living there at the time the foreclosure was filed and that she never, at any time, represented to the Respondent that the property was going to be commercially used, and that it never was used in any fashion other than as her residence. In fact, Ms. Uciechowski testified that the principal of the Respondent, DEA Products, Inc., presented unannounced at the property and clearly saw that it was residential. Ms. Uciechowski also presented evidentiary proof in the form of: 1) the original real estate listing from Re/Max at the time of the purchase and the time the instant mortgage loan originated, evidencing that the "General Zoning" was listed as "Resi" (residential) and the "Zone Use Potential" as "Residential"), and, 2) Real

Estate Property Tax Bills clearly displaying that the real property is residential and listed by the Assessor under Type "RE". These documents were also attached to her pleadings in the case at the Trial Court level.

Erin Uciechowski has also averred in her pleadings and at the evidentiary hearing that she was not served with original process of the instant mortgage foreclosure action to which the Respondent has responded that the Petitioner's former attorney, Edward Kaushas, "accepted service" of the original service of process. Ms. Uciechowski testified that she never gave Attorney Kaushas the right to accept service of the mortgage foreclosure action and never was informed that he had done so. The undated "Acceptance of Service" of "Ed Kasushas, Esq.", was attached to the Plaintiff's Answer to the Petition as an exhibit was not in the form of nor in compliance with Pennsylvania Rules of Civil Procedure 401 and 402.

The Petitioner further pled and testified that she retained Attorney Kaushas to file Preliminary Objections to the Complaint, but she had no idea that Kaushas did not file the brief in support of Preliminary Objections, which resulted in the entry of a default judgment against her. On September 6, 2018, the Trial Court, by and through the Honorable Judge Arthur L. Zulick, entered an Order denying the Appellant's Preliminary Objections for the reason that her then-attorney, Edward J. Kaushas, Esquire, failed to file a brief in support of the Preliminary Objections and ordered the Petitioner to file an Answer to the Complaint within twenty days. Ms. Uciechowski averred in her pleadings and testified at hearing that she was not served with the required notice that she was in default by failing to answer the mortgage foreclosure

complaint or that the Respondent intended to enter a judgment by default against her.

The Petitioner further pled and testified that after she found out a judgment was entered against her, Attorney Kaushas told her that he was going to the courthouse to file petition to open within 10 days of the entry of default judgment. Obviously, Attorney Kaushas not only never filed the petition to open, or informed Ms. Uciechowski of that fact, but he failed to inform the Petitioner that he was suspended from the practice of law at that time!

Although Attorney Kaushas entered his appearance in this matter, he did not file a Petition for Leave to Withdraw nor was permitted by the lower Court to withdraw, which would have permitted the Petitioner to retain substitute counsel to protect her rights. Despite having been paid, Attorney Kaushas not only failed to file a Brief in Support of his Preliminary Objections, resulting in a default judgment, he also failed to inform Ms. Uciechowski that he was suspended from the practice of law. As can be seen by the Court's judicial notice of the records of the Pennsylvania Disciplinary Board, Attorney Kaushas was suspended from the practice of law by the Pennsylvania Supreme Court on November 30, 2018. The Petitioner requests that this Honorable Court take judicial notice of this public filing from the Pennsylvania Disciplinary Board's website. At the evidentiary hearing held in this matter, Erin Uciechowski testified that she was unaware that Kaushas had been suspended from the practice of law (and still is, pending disbarment), and was unaware that she was left unrepresented in the instant matter, wherein a default judgment was obtained against her *only days thereafter*. In fact, the Respondent's "Notice of Intention

to File Judgment" dated April 11, 2019 states that it was served upon "Erin Uciechowski c/o Ed Kaushas, Esq., Kaushas Law, 3218 Pittston Avenue, Scranton, PA 18640". *This was 21 days after Kaushas had been suspended from practice by the Supreme Court.*

Clearly, in equity, the lower Court was required to grant the unrepresented Petitioner time to respond to the Complaint, which was not done here by her suspended attorney. After the lower Court denied Ms. Uciechowski's Petition to Open, an appeal was filed to the Superior Court of Pennsylvania, which upheld the underlying Mortgage Foreclosure in the appeal docketed to case number 2084 EDA 2021.

The Petitioner, in good faith, offered to immediately pay the Respondent $50,000.00 in cash and make monthly payments of $1,250.00 on an agreed upon amount of indebtedness until Mrs. Uciechowski could obtain refinancing with another lender to pay-off/buy-out the Respondent, but DEA Products, Inc. refused to accept such payments. Furthermore, the Petitioner has at all times paid real estate taxes, property maintenance, upkeep and repairs on the real property, which has inured to the benefit of the Respondent and of which Ms. Uciechowski was entitled to credit.

DEA Products, Inc. then filed four (4) separate Motions to Reassess Damages, requesting the Court to increase the amounts granted when the underlying mortgage foreclosure was set. The Petitioner opposed the same and argued that the Respondent must substantiate its alleged lien and cost amounts with a particularized accounting lest DEA Products, Inc. be unjustly enriched

at the expense of the Petitioner and other parties in interest. As well, Ms. Uciechowski asserted below that the figures set forth in the Respondent's Motion to Reassess Damages were solely based upon DEA Products, Inc. sole, unchallenged claims, for which the Petitioner was not properly notified pursuant to law. Furthermore, Ms. Uciechowski asserted that the Respondent's claims were not set after the taking of testimony or through any judicial action, as the Petitioner was unrepresented (without her knowledge) by Attorney Edward Kaushas, who had been suspended from the practice of law by the Pennsylvania Supreme Court on November 30, 2018, thereby leaving the Petitioner unrepresented in the instant matter, wherein a default judgment and the Respondent's unilateral claim of damages was obtained against her *only days thereafter*.

The Trial Court vacated its first three (3) orders to reassess damages and held an evidentiary hearing on the Respondent's Fourth Motion to Reassess Damages, which was held on August 13, 2024. After Hearing, the lower Court granted DEA Products, Inc.'s Motion to Reassess Damages, as follows:

1. Last reassessment of damages: 8/30/21 Order of Court: $245,914.05;

2. Additional interest on Principal since 8/30/21-8/13/24 at $53.42 per diem: $57,586.76;

3. Late fees of 5% of overdue principal-$7,500 X 7 (2018-2024) = 52,500.00;

4. Option renewals – (2) at 3,000 each = $6,000.00;

5. Attorney's fees – $31,463.75 + $8,700 = $40,163.75.

A timely appeal was thereafter made to the Pennsylvania Superior Court. The Superior Court granted the Respondent's "Motion to Dismiss Appeal" on March 11, 2025, resulting in the Petitioner's timely filing of a Petition for Allowance of Appeal with the Supreme Court of Pennsylvania, which was denied on September 16, 2025. See Appendix.

REASONS FOR GRANTING THE PETITION

The current mortgage foreclosure situation, much of which has been caused by fraudulent banking practices, is an American nightmare and a national disgrace. The *coup de grace* in this case is the Respondent, DEA Products, Inc., being permitted to unilaterally enter of a Default Judgment against Ms. Uciechowski without notice or her actual knowledge, all because the legally required notices were sent to her attorney who had been suspended from the practice of law, apparently unknown by all.

The state courts' decisions rejecting Ms. Uciechowski's claims are contrary to, and unreasonable applications of, clearly established Supreme Court precedent. Therefore, the Petitioner, Erin Uciechowski, has made the required substantial showing of the denial of a constitutional right.

The Petitioner, Erin Uciechowski, states that the following points of law or fact were overlooked or misapprehended in the Pennsylvania appellate courts' denial of her Appeal. Where the Pennsylvania state court system makes findings of fact, and conclusions of law, the

findings and conclusions will not be overturned unless they are "unreasonable." The term "unreasonable" means "some increment of incorrectness beyond error is required . . . however, the increment need not be great" *Francis S. v. Stone,* 221 F.3d 100, 111 (2d Cir. 2000).

Where, as here, the Pennsylvania state court system relies on "FACTS" not supported by the record, this Honorable Court should simply disregard the State court system and start from scratch. *Everett v. Beard,* 290 F.3d 500, 508 (3d Cir. 2002). Under that standard, a federal court owes no deference to a state court's resolution of mixed questions of constitutional law and fact." Id. at 508 citing *Williams v. Taylor,* 529 U.S. 362, 400, 120 S.Ct. 1495, 146 L.Ed.2d 389 (2000). In *Williams,* Justice O'Connor stated, "we have always held that federal courts . . . have an independent obligation to say what the law is" citing *Wright v. West,* 505 U.S. 277, 305, 112 S.Ct. 2482, 120 L.Ed.2d 225 (1992). Here, the State court system's findings of fact are not supported by the record; as such, the state court's conclusions of law are not entitled to deferential review.

I. GROUND ONE: THE TRIAL COURT COMMITTED PLAIN ERROR AND/OR ABUSED ITS DISCRETION IN GRANTING THE RESPONDENT'S MOTION TO REASESS DAMAGES; THE PENNSYLVANIA STATE COURTS ERRED IN DISMISSING THE PETITIONER'S APPEAL

The underlying residential mortgage was extinguished, either in whole or in part, upon entry of the default judgment. The trial court failed to utilize the proper

procedure for recalculating the foreclosing lender's damages. The Petitioner, Erin Uciechowski, submitted the following statement of errors complained of on appeal pursuant to Pennsylvania Rule of Appellate Procedure 1925(b), which succinctly preserved the matters on appeal as"

1. This Honorable Court erred and abused its discretion in the granting the Plaintiff's Motion to Reassess Damages by Order of Court dated August 15, 2024.

2. This Court erred in failing to find that the Plaintiff did not prove, by substantial, competent evidence that the Plaintiff had paid the sum of $40,163.75 in attorney's fees, for which the Defendant was held liable.

3. This Court erred in finding that the testimony of Mr. Arad that "about $40,000 in attorney fees to date" was credible substantial, competent evidence that the Defendant, Erin Uciechowski, owed such sum to the Plaintiff.

4. The Court's Order was in error because the Plaintiff's claim is for unmatured interest; such claim is not adjusted for real estate taxes, maintenance, upkeep and repairs made on the real property by the Defendant.

5. This Honorable Court's decision was against the weight of the evidence.

6. This Honorable Court's decision was contrary to law.

In *EMC Mortgage, LLC v. Biddle*, 2015 PA. Super. 79, 114 A.3d 1057 (2015) the Pennsylvania Superior Court determined "we must still assess: (1) whether the mortgage was extinguished, either in whole or in part, upon entry of judgment, and; (2) whether the trial court utilized the proper procedure for recalculating (the foreclosing lender's) damages.

EMC Mortgage, LLC v. Biddle, 2015 PA. Super. 79, 114 A.3d 1057 (2015), involved the foreclosure of a residential mortgage. After it had obtained a default judgment, the foreclosing lender sought to reassess damages to recover the following additional damages: post-judgment interest, late charges, property inspections, escrow deficiency for taxes and insurance, cost of suit and title, legal fees and mortgage insurance premiums. The defendant filed an answer to the petition, which had not been verified, but the court of common pleas granted the petition. The mortgagor appealed from the reassessment of damages. On appeal, the Pennsylvania Superior Court held that certain of the additional damages were not recoverable, and that the lower court was required to hold a hearing to determine the appropriateness of the remaining items.

The key to the court's decision was that once the judgment was obtained, the mortgage "merged" into the judgment and ceased to exist. Therefore, items that the mortgagor were required to pay during the life of the mortgage were no longer obligations of the mortgagor unless the mortgage clearly stated that the obligations were intended to survive the judgment of mortgage foreclosure.

The Superior Court ruled that although attorney's fees and title report fees were permitted by the mortgage document because this was a residential mortgage subject to Act 6, 41 P.A. §206, before approving these amounts, the court was required to determine if they were reasonable, and with respect to attorney fees, and the court was required to provide a "lodestar" analysis of the rate and services actually provided.

As for other post-judgment expenditures, such as late charges, property inspections, mortgage insurance premiums, and escrow deficits, the court precluded recovery because they were not specifically listed as surviving judgment, unless the mortgagee could demonstrate "how its pursuit of a foreclosure remedy necessitated those outlays." Late fees, post judgment outlays for taxes and insurance were specifically disallowed as not surviving the judgment. Because the note had not been attached to either the original complaint or the petition to reassess damages, the court did not consider whether the disallowed items were recoverable apart from the promises contained in the mortgage itself.

Finally, post judgment interest was allowed, but because counsel had neither attached the note to the original complaint nor the petition, and the petition failed to disclose how the post judgment interest had been computed (principal balance, applicable rate and time period), the lower court was required to augment the record in this regard as well.

In the instant case, the Trial Court did not revisit the language of the notes, mortgages and other loan documents to specify exactly which cash outlays would

survive the entry of a judgment, and to provide that all expenses actually incurred in connection with the recovery of the loan balance, including post judgment appraisals, inspections, title reports, title insurance premiums, tax payments, insurance premiums, and perhaps the expenses of managing and selling the collateral, were all recoverable.

Secondly, as a residential lender, loan forms for residential loans are subject to Act 6, and the note should have been attached to the petition to reassess damages that spell out the computation of interest, late charges and prepayment premiums, if any and that evidence exists to justify other recoverable expenses. In the instant case, the Respondent/Lender did not submit actual receipts or invoices for the claimed expenses.

Upon entry of a default judgment the parties' mortgage agreement was extinguished regarding the merger of the mortgage with the default judgment. *See In re Stendardo*, 991 F.2d 1089 (3d Cir. 1993).

In analyzing merger of a mortgage with a default judgment, the United States Court of Appeals for the Third Circuit noted:

"Under controlling Pennsylvania law, "[i]t is elementary that judgment settles everything involved in the right to recover, not only all matters that were raised, but those which might have been raised. The cause of action is merged in the judgment which then evidences a new obligation." *Lance v. Mann*, 60 A.2d 35, 36 (Pa. 1948). The doctrine of merger of judgments thus provides that the terms of a mortgage are merged into a foreclosure

judgment and thereafter no longer provide the basis for determining the obligations of the parties. *In re Presque Isle Apartments*, 112 B.R. 744, 747 (Bankr.W.D.Pa. 1990); *see In re Herbert*, 86 B.R. 433, 436 (Bankr.E.D.Pa. 1988) ("The Debtor is, in our view, correct in her assertion that '[t]he mortgage is merged in a judgment entered in a mortgage foreclosure action' in Pennsylvania.") (quoting 25 P.L.E. 85 (1960); citing *Murray v. Weigle*, 11 A. 781, 782 (Pa. 1888); *Hartman v. Ogborn*, 54 Pa. 120, 122-23 (1867)); *see also In re Roach,* 824 F.2d 1370, 1377 (3d Cir. 1987) ("In New Jersey, as in many states, the mortgage is merged into the final judgment of foreclosure and the mortgage contract is extinguished. As a result of this merger, there is no longer a mortgage. . . .")) (citations omitted).

For example, bankruptcy courts have consistently held that the doctrine of merger under Pennsylvania law entitles a mortgagee post-judgment to the legal rate of interest rather than the rate specified in the mortgage. Because the mortgage merges into the judgment, its terms specifying the contractual interest rate no longer exist to bind the parties. *See, e.g.*, *Presque Isle*, 112 B.R. at 747; *In re Rorie*, 98 B.R. 215, 218-19 (Bankr.E.D.Pa. 1989); *In re Smith*, 92 B.R. 127, 129-31 (Bankr.E.D.Pa. 1988), rev'd on other grounds, *Smith v. Kissell Co.*, 98 B.R. 708 (E.D.Pa.1989); *Herbert*, 86 B.R. at 436.

There is an exception to this doctrine. Parties to a mortgage may rely upon a particular provision post-judgment if the mortgage clearly evidences their intent to preserve the effectiveness of that provision post-judgment. *See, e.g.*, *Presque Isle*, 112 B.R. at 747 ("Once a claim is reduced to judgment, the legal rate of interest applies unless the documents evidence a clear intent to continue

the contractual rate of interest post-judgment.") (citing *In re Crane Automotive, Inc.*, 98 B.R. 233 (Bankr.W.D.Pa. 1989)); *see also Burns Mfg. Co. v. Boehm*, 467 Pa. 307, 356 A.2d 763, 766 n.3 (1976) (parties' intent controlling in construing agreement); *accord Robert F. Felte, Inc. v. White*, 302 A.2d 347 (Pa. 1973). The applicability of this exception will determine whether the instant [m]ortgage clause requiring the [Stendardos] to pay the expenses at issue survived the [j]udgment." *In re Stendardo*, *supra* at 1094-1095.

Here, the trial court did not determine that the language in the mortgage evinced the parties' intent to allow the mortgage to govern the parties' obligations following the entry of judgment. Nevertheless, the trial court concluded that DEA Products, Inc. was able to collect all of its submitted expenses incurred in the foreclosure, including costs, fees, and other expenses stemming from Petitioner's default and the resulting foreclosure action. The trial court did not find that the agreement between the parties expressly provided that collection of these sums or outlays for these items survived the default judgment. It is further noted that DEA Products, Inc. never filed an amended complaint claiming these additional damages prior to the entry of default judgment. For these reasons, DEA Products, Inc.'s pre-judgment losses (other than interest, attorneys' fees, and title costs) are no longer recoverable. Moreover, to the extent DEA Products, Inc. sought to add post-judgment expenses (other than interest, attorneys' fees, and title costs) to its recovery, then it needed to demonstrate how its pursuit of a foreclosure remedy necessitated those outlays. As discussed below, we conclude that the trial court failed to make these critical inquiries and, as far as

legal fees and title costs are concerned, the court further failed to consider whether DEA Products, Inc.'s requested damages were reasonable.

With regard to attorneys' fees, 41 P.S. § 406 allows a residential mortgage lender such as DEA Products, Inc. to charge Petitioner with actual and reasonable attorneys' fees. See 41 P.S. § 406(2) ("Upon commencement of foreclosure or other legal action with respect to a residential mortgage, attorney's fees which are reasonable and actually incurred by the residential mortgage lender may be charged to the residential mortgage debtor."). And, as we have said above, the mortgage at issue clearly evinces the parties' intention for attorneys' fees to survive the entry of judgment. We note, however, that "[a] determination of [the] reasonableness [of attorneys' fees in a foreclosure action] requires the [c]ourt to engage in a lodestar analysis which takes into consideration the number of hours reasonably expended times a reasonable hourly rate increased or decreased depending upon any additional factors involving case contingency or work product quality." *In re McMillan*, 182 B.R. 11, 14-15 (Bankr. E.D. Pa. 1995). A claimant must "make an evidentiary record regarding the time and rate and actual services rendered in connection with its foreclosure action." *Id.* Here, DEA Products, Inc. submitted flat fees for services provided on certain dates, but there is no breakdown of the time, rate, or actual services provided because there are no invoices, billable hour itemizations, or affidavits from counsel to confirm DEA Products, Inc.'s allegations. To make matters worse, the lower court erred in finding that the testimony of Mr. Doran Arad, the principal of the Appellee, DEA Products, Inc., that "about $40,000 in attorney fees to date" was credible substantial, competent

evidence that the Defendant, Erin Uciechowski, owed such sum to the Plaintiff. See Transcript of Testimony in the Appendix.

On remand, DEA Products, Inc. must come forward with such proof to justify its claim for attorneys' fees.

II. ISSUES RAISED BY THE PETITIONER ARE OF SUCH PUBLIC IMPORTANCE AS TO REQUIRE PROMPT AND DEFINITIVE RESOLUTION BY THIS COURT

The issues raised by the Petitioner are of such public importance as to require prompt and definitive resolution by this Honorable Court.

The instant appeal and Petition for Allocatur present legitimate questions regarding the propriety of the underlying residential mortgage which was extinguished, either in whole or in part, upon entry of the default judgment. The trial court failed to utilize the proper procedure for recalculating the foreclosing lender's damages.

The particular and unusual setting of this case provides compelling reasons to meet these legal questions in the interest of justice and in the interest of maintaining public confidence in both the Court system and this Honorable Court's regulation of attorneys.

The Petitioner requests the assistance of this Honorable Court to not only provide clarity to litigants, but in the interests of fairness. The Petitioner alleges that the Trial Court's Order results in a manifest injustice. The

Supreme Court's determination may be made as quickly as possible on this question of public importance and in light of the upcoming Sheriff's Sale of the Petitioner's residence.

The Petitioner further argues that *Allocatur* is proper in the instant case to promote the consistency of state-wide law, [*Stottlemyer v. Stottlemyer*, 458 Pa. 503, 329 A.2d 892 (Pa. 1974)], because the case presents an important question of law, and because of the novelty and unique public importance of the particular issue. The opinions of the Pennsylvania Appellate Courts are therefore likely to cause confusion in the administration of litigation in the lower Courts, and this Honorable Court should grant allocatur to prevent future confusion in similar cases. The fundamental unfairness and impropriety of the Pennsylvania Appellate Courts' refusal to overturn the Trial Court's decision in the instant case must be reversed in order to prevent unnecessary confusion and controversy in future proceedings.

III. THE ISSUES RAISED IN THIS APPEAL PRESENT QUESTIONS CAPABLE OF REPETITION AND ARE APT TO ELUDE APPELLATE REVIEW

The Petitioner further asserts that the instant appeal presents questions capable of repetition and apt to elude appellate review. *Erie Insurance Exchange v. Claypoole*, 449 Pa.Super. 142, 673 A.2d 348, Pa.Super.,1996; *Jersey Shore Area Sch. Dist. v. Jersey Shore Educ. Ass'n*, 519 Pa. 398, 400, 548 A.2d 1202, 1204 (1988); *Commonwealth v. Sal-Mar Amusements, Inc.*, 630 A.2d 1269; *In re Application of Milton S. Hershey Med. Ctr.*, 595 A.2d at 1294. As such, *Allocatur* should be granted.

IV. IF ALLOWED TO STAND, THE SUPERIOR COURT DECISION WOULD BE CONTRARY TO PUBLIC POLICY

In failing to recognize the harm of its decision upholding the Trial Court's findings, the Superior Court's holding would cause manifest injustice and its decision runs contrary to public policy.

By ignoring these facts and matters in allowing the underlying Court Order to stand, the Pennsylvania Appellate Courts' decision is contrary to public policy. It permits the taking of a person's residential home, by default judgment, which had only been served upon an attorney who had been suspended from the practice of law. Accordingly, the Trial Court's finding constituted an error or law and/or was an abuse of discretion. The Petitioner requests the assistance of this Honorable Court to not only provide clarity to litigants, but in the interests of fairness.

CONCLUSION

Based on the foregoing, the Petitioner respectfully submits that this Petition for Writ of Certiorari should be granted.

Respectfully submitted,

ANDREW J. KATSOCK, III
Counsel of Record
15 Sunrise Drive
Wilkes-Barre, PA 18705
(570) 829-5884
ajkesq@comcast.net

Attorney for the Petitioner,
Erin Uciechowski

December 15, 2025

APPENDIX

TABLE OF APPENDICES

APPENDIX A — DENIAL OF PETITION FOR ALLOWANCE OF THE SUPREME COURT OF PENNSYLVANIA, DATED SEPTEMBER 16, 2025

IN THE SUPREME COURT
OF PENNSYLVANIA MIDDLE DISTRICT

No. 185 MAL 2025
Petition for Allowance of Appeal
from the Order of the Superior Court

DEA PRODUCTS, lNC.,

Respondent

v.

ERIN UCIECHOWSKI,

Petitioner

ORDER

PER CURIAM

AND NOW, this 16th day of September, 2025, the Petition for Allowance of Appeal is **DENIED.**

APPENDIX B — ORDER OF THE SUPERIOR COURT OF PENNSYLVANIA, DATED JANUARY 21, 2025

IN THE SUPERIOR COURT
OF PENNSYIVANIA

Monroe County Civil Division
003016-cv-2018

No. 2493 EDA 2024

DEA PRODUCTS, INC.

v.

ERIN UCIECHOWSKI

Appellant

ORDER

Upon consideration of the January 21, 2025, "Motion to Dismiss Appeal," docketed as "Application to Dismiss," filed by Appellee DEA Products, Inc., and the answer thereto, the application is **GRANTED** and the appeal is **DISMISSED.**

All pending applications are **DISMISSED as moot.**

PER CURIAM

APPENDIX C — ORDER AND JUDGMENT OF THE COURT OF COMMON PLEAS OF MONROE COUNTY, FORTY-THIRD JUDICIAL DUSTRICT, COMMONEALTH OF PENNSYLVANIA, FILED AUGUST 15, 2024

COURT OF COMMON PLEAS OF MONROE
COUNTY FORTY-THIRD JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

NO. 003016-CV-2018

DEA PRODUCTS INC.,

Plaintiff,

v.

ERIN UCIECHOWSKI,

Defendant.

ORDER

AND NOW, this 15th day of August, 2024, following a hearing held on August 13, 2024 on Plaintiff's Motion to Reassess Damages, it is ORDERED and DECREED that the Motion is GRANTED. The total amount due on the judgment entered in this matter shall include interest at the per diem rate of $53.42 from the date of judgment as requested in the original Praecipe for Entry of Judgment, together with Attorney fees, additional late fees and option renewals as called for in the Note in the total amount

of $ 402,164.56, The judgment entered in this action is, hereby reassessed to $402,164.56; together with additional interest at $53,42 per diem.

This amount was calculated as follows:

1. Last reassessment of damages: 8/30/21 Order of Court:

   $245,914.05

2. Additional interest on Principal since 8/30/21 – 8/13/24 at $53.42 per diem:

   $57,586.76[1]

3. Late fees of 5% of overdue principal - $7,500 x 7 (2018 – 2024) =

   $ 52,500.00[2]

---

1. The per diem interest of $53.42 was what was requested in the Complaint, in the default judgment, and as set by the court in our order of August 30, 2021. Interest shall be charged on the amount of the outstanding principal only of $150,000.

2. We find late fees due shall be added to principal, but shall not incur interest. The language of the Note contemplates late fees will be added to (in addition) to principal, but the Note does not provide that interest is due on the late fees.

4. Option renewals – (2) at 3,000 each = $ 6,000.00[3]

5. Attorney's fees - $31,463.75 + $8,700 = $ 40,163.75[4]

TOTAL: $402,164.56

BY THE COURT:

/s/ David J. Williamson, J.
DAVID J. WILLIAMSON, J.

3. As provided for in the Note and necessary should the Defendant submit funds to reinstate or pay-off the loan.

4. Attorney fees of $31,413.75 as claimed in the original 4th Motion to Reassess Damages and the Attorney fees of $8,700 incurred since that time, per Attorney Michelin, and confirmed by credible testimony of Mr. Arad of "about $40,000 in attorney fees to date."

Appendix C

COURT OF COMMON PLEAS OF MONROE
COUNTY FORTY-THIRD JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

NO. 003016-CV-2018

DEA PRODUCTS INC.,

Plaintiffs(s),

v.

UCIECHOWSKI ERIN,

Defendant(s).

REASSESS JUDGMENT

AND NOW, 08-15-2024, JUDGMENT IS ENTERED IN FAVOR OF DEA PRODUCTS INC AGAINST UCIECHOWSKI ERIN, IN THE AMOUNT OF $402,164.56.

GEORGE J. WARDEN, PROTHONOTARY

BY: /s/_____
DEPUTY

Appendix C

COURT OF COMMON PLEAS OF MONROE
COUNTY FORTY THIRD JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

No. 003016-CV-2018

DEA PRODUCTS INC.,

Plaintiff/s,

v.

UCIECHOWSKI ERIN,

Defendant/s.

**NOTICE OF ENTRY OF (ORDER)(JUDGMENT)
(VERDICT)(OPINION AND ORDER)**

NOTICE IS GIVEN UNDER PENNSYLVANIA RULE OF CIVIL PROCEDURE 236(a)(2) THAT AN ORDER WAS ENTERED IN THIS CASE ON August 15, 2024.

GEORGE J. WARDEN, Prothonotary

BY: /s/ Shirley Wood
Shirley Wood

APPENDIX D — TRANSCRIPT OF PROCEEDINGS IN THE COURT OF COMMON PLEAS OF MONROE COUNTRY 43RD JUDICIAL DISTRICT COMMONWEALTH OF PENNSYLVANIA, DATED AUGUST 13, 2024

[1]COURT OF COMMON PLEAS OF MONROE COUNTRY 43RD JUDICIAL DISTRICT COMMONWEALTH OF PENNSYLVANIA

NO. 3016 CIVIL 2018
HEARING

DEA PRODUCTS INC.,

Plaintiff,

v.

ERIN UCIECHOWSKI,

Defendant.

TRANSCRIPT OF PROCEEDINGS

BEFORE:	AVID J. WILLIAMSON, JUDGE
DATE:	AUGUST 13, 2024 2:30 P.M.
PLACE:	Courtroom 3 Monroe County Courthouse Stroudsburg, Pennsylvania

Appendix D

[2]WITNESSES

[TABLES INTENTIONALLY OMITTED]

EXHIBITS

[TABLES INTENTIONALLY OMITTED]

[3]TUESDAY, August 13th, 2024

* * *

THE COURT: Thank you, you may be seated everybody. Good afternoon.

MR. KATSOCK: Good afternoon, Your Honor,

MR. MICHELIN: Good afternoon, Your Honor.

THE COURT: Alright. Mr. Michelin, I gave permission for your client to appear by telephone. Do you have a number for them?

MR. MICHELIN: I do. Just preliminarily, Judge, again we're here on DEA Products' fourth motion to reassess damages. There were some interim reassessments of damage in the beginning of the year that Your Honor ultimately rescinded. The last time it was amended was August 30th of 2021, and at that point, the judgement was modified to 245,914.05 with a per diem rate of $53.42. That's your order dated August 30th, 2021.

So it is our position that we definitely need -- needs to be modified in some fashion since we're nearly 3 years on from that at this point. Yeah, almost exactly 3 years on from that, and my client has at a minimum had -- as Your Honor knows, there's been I think petition to stay the sheriff's sale, set aside the sale, 2 appeals to superior court, 2 bankruptcies and now we've had to file another motion to reassess damages. So there's been kind of [4] more than the average attorney's fees expended you might say. It's not -- it hasn't just been sitting since that time. That being said, yes, I do have Doron Arad. That's 601-480-6761.

THE COURT: What's the last name?

MR. MICHELIN: Arad. A-R-A-D.

THE COURT: Okay. Alright, so the interest have been accruing at that per diem, that hasn't changed. But you're saying there's more attorney's fees and more costs of some sort that are --

MR. MICHELIN: Yeah, I think Mr. Arad is going to testify that he thinks the interest calculation should be different. We'll -- I suppose we'll leave that to Your Honor's discretion as to whether you think that's appropriate or not. The matter is scheduled for sheriff's sale --

MR. KATSOCK: End of September.

MR. MICHELIN: Is it that -- is it that close? Is it –

MR. KATSOCK: Yeah.

MR. MICHELIN: It's pretty - it's sometime soon, there's a sale scheduled again.

THE COURT: Okay.

MR. KATSOCK: Judge, and I -- Mr. Fisher -- Michelin is right. The last order was on August 30th of 2021, which is about 3 years ago. So I'd like the Court to take judicial notice of Your Honor's order, and if you look at the [5]per diem, it's $53.42. 3 years, if you do the multiplication, the interest comes up to about -- what, I have -- what do you have, 57,000?

MR. MICHELIN: I had 57,586.76.

MR. KATSOCK: 57, 586 and I think that's the point of contention, because we believe that the rate is -- number is right. And they have in their motion 144,973 which is, you know, 3 times what was ordered by Your Honor in your August 30th, 2021 order. And that's why we filed our response because we think the internet is exorbitantly high.

I agree with Attorney Michelin, we have put him through the ringer in occurring attorney's fees. He says 31,463, you know, I don't know if there's -- if he has any -- any of his bills or anything. We would have a little bit of a question about that, but I think the case comes down to I think the interest that they've calculated in their motion of 3 times what it should be.

And also, Your Honor, I don't -- I don't think there's been a hearing held in a few years, but my client has made payments. She calculated the amount of payments she made and they come out to $40,625. That includes 2 payments paid by the chapter 13 trustee to Mr. Michelin's client.

MR. MICHELIN: When were those made Andy?

MR. KATSOCK: Here, I only have one. And again, total payments, Judge, was 40,625.

[6]MR. MICHELIN: Well -- but -- a good portion of that, Judge, is prior to the entry of the judgment, so it's a little late to be going over that. To the extent that there's a bankruptcy payment, I honestly don't know if DEA got that or not. If they're saying they did, we can ask Mr. Arad, I suppose, if he's aware of that.

MR. KATSOCK: It was on the chapter 13's final distribution schedule recorded with the United State Bankruptcy Court. And that was $3,250.

THE COURT: That was the total from there? 3,250?

MR. KATSOCK: 250.

MR. MICHELIN: And I think, Judge, I have my attorney's fees from the beginning of the matter at -- which was included in the motion, 31,463.75. Since then, and additional 8,787.40, total 40,251.15 I don't think there were any attorney's fees added to the original judgment.

THE COURT: The original judgment had the 31,463.75?

MR. MICHELIN: I don't think -- I don't think so. I don't know if I have -- I don't know if I have the first judgment here, honestly. Do you have the one from April of 2021? Just looking at the --

MR. KATSOCK: August of 2021, not April.

MR. MICHELIN: Yeah, I don't -- well, April of [7]2019 I think was the first judgment, I don't know if I have that one.

MR. KATSOCK: That one I don't have.

THE COURT: I was just looking at the motion because the motion says attorney's fees in excess of 31,463.75. So I assume that the first judgment and or reassessment had 31,463.75.

MR. MICHELIN: Yeah, no. I'm pretty sure that's not -- well, we can look on the docket, Judge, but I don't think that's – it's certainly not all included in there, and I'm not sure any of it was. But --

MR. KATSOCK: I guess we'd have to take a look at the original judgment entered in April of 2019.

MR. MICHELIN: Yeah. Yeah, we can look on the docket even before.

THE COURT: Alright. Let me get Mr. Arad on.

MR. ARAD: Hello?

THE COURT: Hello Mr. Arad, Judge Williamson in Monroe County Pennsylvania. How are you?

MR. ARAD: Good, good.

THE COURT: Good. Sorry we're getting a late start here; I know this was scheduled at 2:30. Counsel got delayed in traffic getting here today on the highway. So we're just getting started now and we're going to take your testimony by telephone. Are you available?

[8]MR. ARAD: Yes.

THE COURT: Okay. Alright, so please raise your right hand.

DORON ARAD,

Having been called as a witness, being duly sworn, was examined and testified as follows:

THE COURT: Please state your name for the record.

THE WITNESS: Doron Arad.

THE COURT: Please spell your first and then your last name.

THE WITNESS: D-O-R-O-N, my first name. A-R-A-D, it's my family name.

THE COURT: Okay, thank you. Attorney Michelin is going to have some questions for you and then Attorney Katsock will have some questions for you, and then maybe I'll have some questions, we'll see, Okay?

THE WITNESS: Thank you.

THE COURT: Alright. Go ahead, Attorney Michelin.

DIRECT EXAMINATION

BY MR. MICHELIN

Q. Good afternoon Mr. Arad. What is your position with DEA products?

A. I was -- I am the president of the company.

[9]Q. Okay.

A. And the --

Q. And you're familiar with the account as it relates to Ms. Uciechowski?

A. Yes. Yes.

Q. And you -- we're here asking the Court to increase the judgment that we have, or DEA has, because time has passed since that was last reassessed. Is that right?

A. Yes.

Q. And I'll relate to you that the judgment entered in August of 2021, the judgment amount was 245,914.05. Since then, have you taken upon yourself to calculate any additional -- well, let me ask you this. Do you recall receiving any principal, interest, or any kind of payments from Ms. Uciechowski?

A. Not at all, not at all. Nothing came.

Q. There's was -- been a representation made prior to you coming on the phone that the bankruptcy court received $3,250 that was applied to the principal. Do you recall that?

A. At what time it was? I don't recall. So when it was?

Q. Okay. If you don't recall, you don't recall. Since, then have you undertaken -- how would you calculate the interest that's due since then?

A. I calculated by month, by monthly, and each move as the time is going.

[10]Q. Okay, and I had sent you earlier a copy of an exhibit that was attached to the third motion to reassess damages, if says Exhibit A at the bottom. Do you have that document with you?

A. Yes.

Q. And -- I gave you one, right?

MR. KATSOCK: Yes, Thank you.

MR. MICHELIN: May I approach, Judge?

THE COURT: Yes.

MR. MICHELIN: This is exhibit -- it's listed on the fourth motion but it's actually on the third --

THE COURT: Okay.

MR. MICHELIN: - motion is where it was attached.

THE COURT: Alright.

MR. MICHELIN: It is already filed.

THE COURT: Alright, this will be Plaintiff's Exhibit A today.

MR. MICHELIN: Makes it easier.

DIRECT BY MR. MICHELIN:

Q. And there is some calculations on that document, Mr. Arad. Do -- could you walk the Court through how you arrived at those numbers? What they relate to?

A. Yes. We take it year by year, and we take the principal plus the interest that was not paid, and we are

[11]going from 2017 to 2018 and then going all the way to ’23 to ’24. We finished just in the -- in June, instead of pay now that we are end of -- at the mid of August. Yeah.

Q. And that’s the interest rate that was in the note that Ms. Uciechowski signed?

A. Yes.

Q. Okay.

A. Yes. Yes.

Q. The top part includes some late charges. What is that all about?

A. One minute, ask the question again.

Q. The -- the top of that exhibit, Exhibit A, it says “late charge to principal.” Could you – what does that mean?

A. Late charge to principal. Uh-huh, yeah. So that’s the principal plus the late charge, and then we continue with the interest on each one of them. So we make --

Q. So essentially --

A. - different columns, yeah.

Q. Does the late charge become added to the principal?

A. Yes.

Q. And that --

A. But different column. By different column, yeah.

Q. What's the total amount you believe is due now in interest today?

A. Around – around $450,000.

[12]Q. That's the total amount of the judgement? That's principal and interest?

A. Yes, plus I have another calculation that I make, but it's about plus $40,000, the attorney fee, if will be about $450,000.

Q. And explain how you arrived at the number, Mr. Arad?

A. It's the late charges, it's come to $205,000, this is for May, June. And then the interest per year comes to $144,000. And then we have the option renew that we -- we think we should have 6 option renew, but here in the calculation we took only 2. And at the time, the attorney fee was $31,000 but now it's like $40,000. Did you hear me?

Q. Yes, we did.

A. Okay, okay.

Q. So that -- those numbers are set forth on that paper how to arrive at the number you are seeking?

A. Yes. Yes.

Q. Okay. I don't think I have any further questions, Judge.

THE COURT: Attorney Katsock?

MR. KATSOCK: Thank you.

CROSS EXAMINATION

BY. MR. KATSOCK

Q. Mr. Aron *[sic]*, are you familiar with the Court's [13]order dated August 30th, 2021?

A. Yes.

Q. And in that order, Judge Williamson indicated that the per diem interest rate was $53.42. Do you recall that?

A. Again, what did you say that the interest was?

Q. Judge Williamson indicated that the per diem interest, going forward from August 30, 2021, was $53.42. Are you familiar with that?

A. No.

Q. Okay, and you would agree with me that your calculations that you just testified to are not in accordance with the per diem that was ordered by the Judge three years ago, correct?

A. I don't see, so now it should be in the third account? Where should I see this $50 that you mention?

Q. It was a court order entered three years ago. Did you receive a copy from your attorney?

A. I receive a copy from my attorney but I don't see it now in the photo that I have in my hand.

Q. Okay.

A. Yeah.

Q. Okay. Nevertheless, despite the Court's order, you calculated first late charges in the top of your exhibit, Exhibit A is it? And when you calculated the late charges, you used a percentage of five percent, right?

[14]A. No, I used it for 13.

Q. No, no. I'm talking about the late charges, top of the exhibit.

A. Yeah, five percent. Yeah.

Q. And that's in accordance with the note that was signed by Ms. Uciechowski, correct?

A. Yes.

Q. Would you agree with me that you're actually compounding the late charges? In other words, you're

adding the late charge to the principal and then increasing the principal, and then adding the late charge on to the increased principal for one, two, three, four, five, six, seven years. Isn't that correct?

A. Yes.

Q. Okay.

A. Yes.

Q. So basically, what you're doing is you're charging late charges on top of the late charges, right? You're compounding it? Correct?

A. I - I made it in my way, yeah.

Q. Okay, and the same thing with the interest. You called it simple interest, but would you agree with me you say 13 percent, however, you add the interest onto the principal each and every year, correct?

A. Yes.

[15]Q. And then you're charging interest on top of not only the principal, but the additional interest amount which would be – technically you're compounding the interest, right?

A. Yes, but according to the note, that's the way that she signed the note. That's what --

Q. Does the note say compound interest in it?

A. What?

Q. Does the note --

A. Yes -- **[unintelligible due to multiple speakers].**

Q. - say compound her interest?

A. Yes.

Q. It says 13 percent on an annual day basis. It'd be simple interest --

A. Yes.

Q. - or per diem interest, not compound interest. It doesn't say compound interest, --

A. Yeah, but --

Q. - does it?

A. She doesn't pay, then it's compound to the next year.

Q. Where does it say that in the note?

A. Yeah, where it's written in the note? Uh, give me one minute, I can find it. This is the note, note minute. We have in the interest it's written in this, it's paragraph 2, the 13 percent. And the 5 percent, it's in paragraph 3. One [16]minute, I will find again. One minute, it 5 percent.

But it's written in the note, give me a minute I will find it in the note. Yes, it's in chapter 7 in paragraph B. It's written there. If lender – if lender has not received the full amount, and then it's written there amount of 5 percent of the overdue.

Q. Yeah, I see that. But again you –

A. Percent with --

Q. Sorry.

A. It's B, page 3. Page 3 on --

Q. You would agree with me that you're compounding the late charges and the interest, correct?

MR. MICHELIN: I'm gonna object at this point, Judge, that's not what the note says. The paragraph that -- I can get you --

MR. KATSOCK: I didn't say that's what the note says. I'm saying in his Exhibit A he's compounding the late charges and the interest.

THE COURT: Yeah, they are. And I think he admitted they are. But does the note allow it, right?

MR. KATSOCK: Right.

THE COURT: Is what you're --

MR. KATSOCK: That's my question.

THE COURT: Is that what you're asking. Yeah, yeah.

MR. KATSOCK: May I move on with the [17]questioning, Your Honor?

THE COURT: Yep.

CROSS BY MR. KATSOCK

Q. Mr. Arad, did you incur attorney's fees in this matter?

A. Yes, I pay for the attorney and I have to -- to get it back, yeah.

Q. How much have you paid today?

A. I owe – I pay them about $40,000.

Q. I'm sorry, how --

A. They will provide --

Q. How much?

A. - all the information. The attorney have all the information in from of him.

Q. I didn't hear what you said.

A. The attorney have the -- a list of invoices and he will provide you with all this list of invoices.

Q. Okay, so you don't know what you paid to date for attorney's fees?

A. About $40,000.

Q. Okay, and you've actually paid that?

A. Yes, yes. They will not work with me if I will not pay them.

Q. That's all I have, Judge.

THE COURT: Attorney Michelin?

[18]MR. MICHELIN: Thank you, Judge.

RE-DIRECT EXAMINATION

BY MR. MICHELIN

Q. Mr. Arad, you identified paragraph 7-B regarding the late charges. What does the last sentence in paragraph 7–B, how does that read?

A. "Said late charges shall be added to the amount of the principal due."

Q. So when you added the late charge on to the principal balance, that's exactly what the note called for correct?

A. Yes. Yes.

Q. Okay. And then when you calculated the interest at the second part, you were not adding the interest at the second part, you were not adding the interest amounts to the prior year's principal, correct?

A. Let me look at the calculation, how I've done it.

Q. Well, let me ask --show you this. We're looking at the middle of that Exhibit A, Mr. Arod. 2017 to 2018 interest per year.

A. Yes.

Q. 150 times 13 percent, that's 19 and a half thousand, right?

A. Yes. Yes.

Q. So the next year, 2018, 2019, we're starting with not a hundred and sixty-nine five, but one fifty-seven five. Isn't that because that's the amount of the original principal [19]plus the late charge for that year?

A. Yes.

Q. That's where the one fifty-seven five comes from.

A. Yes.

Q. So that interest calculation is actually only taking into account the new principal balance plus the late charge?

A. Yes, that's interest per year, yeah. Simple way, yeah. We show with the two or three months. I have to see exactly what the date, yeah.

MR. MICHELIN: Judge, would I -- if -- Judge, I have a list of the amounts Mister – or DEA I should say, has paid as the amounts that he's paid. I don't have the breakdown of each individual item that was performed, and that was through I think October of 2023, prior to the most recent round of bankruptcies and things of that nature. That – I don't think we attached that as an exhibit, but we do -- if Your Honor wants that, I can provide that as an exhibit, but I think Mr. Katsock was saying he was looking to a breakdown of work that was done per se. Otherwise I have Mr. Arad's testimony of, you know it's bout $40,000 and I think that's basically correct. I would submit that the total -- yeah, 40,251.15 is the amount that we've actually -- he's been charged since the beginning of the --

THE COURT: How much was it again?

MR. MICHELIN: 40,251.15.

[20]THE COURT: Attorney Katsock?

MR. KATSOCK: Briefly, Your Honor.

RE-CROSS EXAMINATION

BY MR. KATSOCK:

Q. Mr. Aron *[sic],* your attorney pointed out that the last sentence in paragraph 7–B. It says, "late charges

shall be added to the amount of the principal due." Do you see that?

A. Yes.

Q. But again, the late charges are added to principal. The principal actually always stays the same at 150,000, isn't that correct?

A. Uh --

MR. MICHELIN: Objection, calls for a conclusion as far as he had to decide is it -- is adding the late charge every year, is that -- would we call that principal, or do we call that inter -- or do we call that -- is that the new principal balance? I think Your Honor can figure that one out.

MR. KATSOCK: My point is the note for 150,000, that's always the principal due. He's here trying to add late charges --

THE WITNESS: Recall --

MR. KATSOCK: - to the principal amount in order to calculate --

MR. MICHELIN: Hold on Doron, Don't answer yet.

MR. KATSOCK: - in order to calculate [21]additional --

THE WITNESS: Yeah.

MR. KATSOCK: - additional fees.

MR. MICHELIN: Well, it's what the note says. It says the late charge becomes added to the principal. So he adds that to the 150 every time –

MR. KATSOCK: Yeah, but is –

MR. MICHELIN: - each year that there's a late charge.

MR. KATSOCK: Is that the way you calculate late charges? I mean, the principal never changes. I don't know, I think it's --

MR. MICHELIN: But --

MR. KATSOCK: I don't think that language is very clear at all.

THE COURT: Yeah, I think it's for me to decide.

MR. MICHELIN: Yeah.

THE COURT: I think Mr. Arad has said that that -- that he added it, --

MR. KATSOCK: Right.

THE COURT: - and I'll have to decide whether he can add it or not --

MR. KATSOCK: Right.

THE COURT: - based on this language.

MR. KATSOCK: Thank you, Your Honor. That's my [22]point. Thank you.

THE COURT: Anything else for Mr. Arad?

MR. MICHELIN: No, Judge.

THE COURT: Mr. Arad, there's also a -- just so we're clear on the record, a request for $6,000. It's down as option renewals, 2 at $3,000 and I think that's --

THE WITNESS: Yes.

THE COURT: - that's in your note as well?

THE WITNESS: Yes. It's written, let me go back and find it, but it should be each additional year that they have extension they have to pay for with $3,000. It's in chapter 4, all the way – prior to the commitment -- it's written here that it's expired on July 24, '21. So this is the chapter above it.

THE COURT: Yeah, I think --

THE WITNESS: In four.

THE COURT: Yeah, I think that's a renewed – renew loan, it's in paragraph four. But I'll have to decide whether

it applies or not. That was not part of a Judgment before either?

MR. MICHELIN: No.

THE COURT: Okay. Any other questions, Attorney Katsock?

MR. KATSOCK: No, Judge.

THE COURT: Attorney Michelin?

[23]MR. MICHELIN: So, Sir.

MR. KATSOCK: Only thing Judge, if they would stipulate that the 3,250 was paid from the bankruptcy court. If they won't, I'll have to put Ms. Uciechowski on the stand for 2 minutes of testimony.

MR. MICHELIN: I really don't know, so I --

THE COURT: Yeah, and your client said he doesn't know.

MR. MICHELIN: Yeah, I wouldn't imagine he would.

THE COURT: Yeah, we can hear from her on that. Stay on the phone Mr. Arad. We're done with your testimony but you can stay on the phone so you can hear what's going on, okay?

MR. ARAD: Thank you. Thank you.

Appendix D

THE COURT: Alright, Attorney Katsock?

MR. KATSOCK: Thank you, Your Honor. May I call Erin Uciechowski to the stand?

THE COURT: Yes. Ms. Uciechowski, just come on up so you're in front of this microphone up here. It's better for our recording purposes to get everybody behind a microphone.

ERIN UCIECHOWSKI,

Having been called as a witness, being duly sworn, was examined and testified as follows:

[24]THE COURT: Please state your name and spell your first and last name, please.

THE WITNESS: Erin Uciechowski. E-R-I-N U-C-I-E-C-H-O-W-S-K-I.

MR. KATSOCK: May I proceed, Your Honor?

THE COURT: Yep.

DIRECT EXAMINATION

BY MR. KATSOCK

Q. And ma'am, you're the defendant in this case?

A. Yes.

Q. At one point in time did you file a chapter 13 --

A. Yes.

Q. - bankruptcy? And what was done in the United States Bankruptcy Court for the Middle District of Pennsylvania?

A. Yes.

Q. And did you offer to the bankruptcy court a chapter 13 plan?

A. Yes.

Q. And was the plan approved?

A. No.

Q. Did you make any payments into the plan?

A. Yes.

Q. And how many payments did you make into it?

A. Two.

Q. And how much were each of them?

[25]A. 1,800.

Q. Okay, and when the bankruptcy case was closed, did you receive those payments back?

A. No.

Q. Did you review the schedule of distribution?

A. I called them, and they told me that the funds were going to Michelin. They were going to the attorney.

Q. They were going to the creditor's firm?

A. Yes.

Q. Did you receive any money back from the chapter 13 trustee that you paid int the plan?

A. $62.

Q. Thank you, Judge. No further questions.

THE COURT: Attorney Michelin?

CROSS EXAMINATION

BY MR. MICHELIN

Q. You filed more than one bankruptcy petition, isn't that right Ms. Uciechowski?

A. Yes.

Q. How many did you file?

A. Two.

Q. And your last one was voluntarily discontinued, right?

A. Yes.

Q. No further questions, Judge.

[26]THE COURT: Ms. Uciechowski then, so is it $3,600 total?

THE WITNESS: Yes.

THE COURT: Okay, got it. Thank you, you may step down.

THE WITNESS: Thank you.

THE COURT: Attorney Katsock, anything else?

MR. KATSOCK: Nothing else, Your Honor. Thank you.

THE COURT: Okay. Alright. So really, I -- it's just figuring our the numbers here. Your argument being it's compounded interest and compounded late fees, --

MR. KATSOCK: Right.

THE COURT: - and then obviously whatever the attorney's fees were charged before, it's already part of the judgment or what's being claimed now.

MR. KATSOCK: And again, Your Honor, I was just going by the order -- the last order that was entered by Your Honor in August of 2021.

THE COURT: Yeah, with the per diem of 53 and change.

MR. KATSOCK: Right.

THE COURT: Okay. Alright, I'll look over all that, my prior orders and this information from today, and I'll get an order out shortly.

[27]MR. KATSOCK: Thank you, Your Honor.

MR. MICHELIN: Thank you, Judge.

THE COURT: Thank you very much. Thank you Mr. Arad, take care.

MR. ARAD: Thank you very much. Thank you.

THE COURT: You're welcome. Bye-bye.

MR. KATSOCK: May I be excused, Your Honor?

THE COURT: Yes.

MR. KATSOCK: Okay.

THE COURT: Thank you, counsel.

[END OF PROCEEDINGS]