
BEING A BETTER DEFENSE COUNSEL BY THINKING AND PREPARING LIKE A
PLAINTIFF'S COUNSEL IN CITY SIDEWALK SLIP AND FALL CASES AS ILLUSTRATIVE
OF AFFIRMATIVE LITIGATION FUNDAMENTALS

Prepared for City of Philadelphia Law Department

April 21, 2015

Revised June 16, 2016

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Table of Contents

I.	Identifying the Correct Land Owner Co-Defendants is Not Just a Plaintiff Responsibility But a City Responsibility Also Arbitration Award.....	1
II.	Do a Database Search When Defendants Do Not Respond to Plaintiff Default Notices, or Simply Do Not Respond After 45 to 90 Days After Service, or When Plaintiff Moves for Alternate Service.....	1
III.	The Best Practice in Timing Service of New Matter and a Cross-Claim is After Service of the Original Process has been Completed	2
IV.	The Best Practice in Preparing a Certificate of Service is Not a Little Rubber Stamp or Computer Template Allowing One to Check a Block Showing the Answer and Cross-Claim were Served “By Mail” but Rather a Full, Signed Certificate of Service Explicitly Indicating the Date and Manner of Service and the Address at Which it was Directed for Service.....	3
V.	Correcting the Landowner Defendant’s Address in the Law Department File and Filing Praecipes to Correct the Address of Defendant.....	3
VI.	Evaluating Cross-Claim Cases for Settlement.....	3
VII.	Documenting Cross-Claim Settlements.....	3
VIII.	Arbitration Awards and Court Findings Must be Drafted Properly and It is Counsel’s Duty to Review These.....	4
IX.	Judgment Liens.....	4
	Administratively, Some Judges Omit to Sign and Docket Stipulations for Judgment. Signed Stipulations Do Not Always Reach the Judgment Index. It Is Counsel’s Duty to Review the Docket and Judgment Index for the Same;	
X.	Judicial Approval is Not Actually Required.....	5
XI.	A Short Refresher on “Secondary Liability” in City Sidewalk Cases.....	5

Exhibit Table of Contents

- A. Certificate of Service; Cross-Claim
- B. Arbitration Award
- C. Suggested Stipulations for Arbitration Award and Judgment
- D. United States Post Office Information and Proposed Law Department “Return Address”
Designation
- E. Freedom of Information Act Postal Inquiry Letter (Modified)

- I. Identifying the Correct Land Owner Co-Defendants is Not Just a Plaintiff Responsibility But a City Defense Counsel Responsibility Also
 - A. Compare the last deed on record to the plaintiff's captions to:
 1. Avoid misspellings
 2. Capture middle initials, Juniors and Seniors
 - B. Compare the published information of the Office of Property Assessment ["OPA"] to the plaintiff's caption.
 - C. One former member of the Law Department during the 1970's complained to this writer that in those days, too much reliance was placed on OPA (then BRT) published data by private counsel and various City departments. Should it not be different today with so many available inexpensive commercial computer databases?
- II. Do a Database Search When Defendants Do Not Respond to Plaintiff Default Notices, or Simply Do Not Respond After 45 to 90 Days After Service, or When Plaintiff Moves for Alternate Service
 - A. Read and evaluate the returns of service upon Defendants who do not respond. Take a moment or two to read Plaintiff's Affidavit of Service of the summons or complaint to make sure that it is compliant with Pa.R.Civ.P. 402, 424, etc.
 - B. A small percentage of landowner Defendants are deceased, but presumably Plaintiff's counsel only looks at deeds or the OPA records and does not know this.
 1. A process server may inadvertently leave the original process with a relative at a "family house" where the heirs have not completed probate or deed retitling.
 2. These heirs and/or possessors of the premises in question are proper Defendants. By operation of law, interest in real estate passes immediately upon death to heirs and devisees, without benefit of probate and retitling.
 3. Naming a deceased as a defendant and serving an adult in charge of the premises is a nullity and does not toll the statute of limitations. Thompson v. Peck, 181 A. 597 (Pa. 1935); McLean v. Djerassi 84 A. 3rd 1067 (Pa. Super. 2013)
 4. Plaintiff's or City's counsel should "prod" the family to "raise an estate" or may apply for letters of administration themselves 20 Pa.C.S. §3155(b)(5); In Re Estate of Dilbon, 690 A.2d 1216 (Pa. Super. 1997)

(fact that statute of limitations was about to expire or plaintiff's personal injury claim constituted good cause for orphan court to diverge from order of preference and appoint plaintiff's counsel as administrator of decedent's estate as "other fit person").

C. Some Defendants who are alive may be found through database searches thus enhancing the number of defended cases and avoiding challenges to City indemnity cross-claim "judgments over" based on weak service and weak motions for alternate service. Sometimes those data base searches show different home addresses or even business addresses for Defendants.

1. Be on the lookout for returns of service which actually consist of leaving the complaint with a tenant but which recite service upon "adult in charge of Defendant's residence." If the person handed the original process is tenant, by definition Defendant land owner is out of possession.

2. Dial those cell phone numbers and other phone numbers and send emails based on database searches. Use Google, Facebook, etc.

D. After the City pays Plaintiff, our Motion Court judges do not hesitate to set aside cross-claim judgments against landowners which are founded on defective service by Plaintiff's counsel or weak alternate service, notwithstanding Orders approving the same.

E. The best practices for moving for alternate service include checking a commercial database, and a Freedom of Information Act letter addressed to the local postmaster. The OPA [formerly BRT] published data, water and real estate bills, and often the original deed are four interconnected repetitions of obsolete information coming from a single base service. The OPA contains thousands of names of deceased persons. Department of Licenses and Inspections Housing Licenses may also provide valuable information.

III. The Best Practice in Timing Service of New Matter and a Cross-Claim is **After** Service of the Original Process has been Completed

A. Only service of original process, i.e. summons or complaint, establishes jurisdiction of the Court over the landowner Defendant. Even if you mail that Defendant a copy of the Answer with New Matter after the Complaint is served on the City that is premature unless the Complaint is served. Once the Complaint is served establishing jurisdiction over the person of the Defendant you must serve the cross-claim again.

B. Your envelope ought to say "Return Service Requested" below the return address.

IV. The Best Practice in Preparing a Certificate of Service is Not a Little Rubber Stamp or Computer Template Allowing One to Check a Block Showing the Answer and Cross-Claim were Served “By Mail” but Rather a Full, Signed Certificate of Service Explicitly Indicating the Date and Manner of Service and the Address at Which it was Directed for Service

- If the small checkbox recites that the Certificate of Service was simply mailed, the record does not show where it was mailed to. The address on the Complaint of Defendant? The sometimes different address where service was made?

V. Correcting the Landowner Defendant’s Address in the Law Department File and Filing Praecipis to Correct the Address of Defendant

- A. The docket reflects the address of the landowner Defendant(s) appearing on the Complaint. When service of original process is made at a different address it behooves counsel to file a Praeceptum to Correct Address to ensure Court generated notices are sent to the proper location.
- B. The Law Department file should have the address of the Defendant corrected, when appropriate. If Defendant is served at Address Y, it is a serious clerical error for counsel to be corresponding and sending notices to obsolete Address X appearing on the complaint.

VI. Evaluating Cross-Claim Cases for Settlement

- Most Defendants will always “plead poverty” no matter what. “Trust, but verify.”
 1. A database search should reveal that Defendant who owns investment properties and has a business. The greater a Defendant’s “economic life” the less inclined one should be to “give away the store” by promising “not to execute” during the life-time of the Defendant.
 2. Before “making a deal” with a Defendant asking for grace, one may certainly ask for a last filed tax return and a short statement of assets and liabilities, given under oath, etc.

VII. Documenting Cross-Claim Settlements

- What does it mean if the Court adopts counsel’s language that the City will not “execute its lien”?
 1. Landowner Defendants should have a written duty to “maintain their collateral” by keeping taxes up to date, as well as maintaining their real estate “up to code.”

2. If the purpose of “grace” is to enable the Defendant to live in their home, then a settlement stipulation should so specify.
3. Typically the City became a target defendant in these cases because the landowner defendant lacked premises liability insurance. A key settlement stipulation term should be the maintenance of insurance and transmission of certificates of insurance annually.

VIII. Arbitration Awards and Court Findings Must be Drafted Properly and It is Counsel’s Duty to Review These

- A. Poor: We find for Plaintiff against Defendant John Doe and the Defendant the City in the sum of \$15,000.00. We find for Defendant the City against Defendant John Doe on the City’s Cross-Claim.

(The Prothonotary will refuse to accept a praecipe for a money judgment in the above Award or Finding)

- B. Best: We find for Plaintiff against Defendant John Doe (primarily liable) and the Defendant the City (secondarily liable) in the sum of \$15,000.00. We find for the Defendant the City against Defendant John Doe in the City’s Cross-Claim in indemnity in the sum of \$15,000.00.

(Consider taking a “sample” Award/Finding to your hearing to “educate” the panel or judge)

- C. Pa.R.Civ.P. 1307(d) provides that a motion to mold an Arbitration Award based upon “obvious and unambiguous error in mathematics or language” may be corrected by the Court on motion only within 30 days of docketing the Award. This means that Arbitration Awards ought to be reviewed to consider whether correction is need by way of such motions.

- D. Is it wise to “settle out” with Plaintiff and have an Award/Finding against a non-defending land owner?

- E. Should the City take assignment of Plaintiff’s judgment against the landowner?

IX. Judgment Liens

- A. To become a lien against real estate, Arbitration Awards must be reduced to judgment or praecipe thirty days after docketing.
- B. Up until December 31, 2007, pursuant to *former* Pa.R.Civ.P. 1307(b), an Arbitration Award was automatically docketed in the judgment index. The Supreme Court of Pennsylvania terminated that practice seven years ago.

- C. A judgment is a lien against real estate titled in Defendant's name in the county in which the judgment is docketed. A judgment is not a lien against real estate in other counties or states. A judgment is not a lien against tangible or intangible personal property. A judgment lien expires after five years and must be revived. Pa.R.Civ.P. 3022, 3101.1 and 3104. If revived "late" it loses priority and cannot be continued against a transferee of premises subject to the original lien, the "terre tenant." A judgment may be enforced against tangible and intangible personal property for 20 years but may not be revived. 42 Pa.C.S. §5529; Shearer v. Naftzinger 747 A.2d 859(Pa. 2000).
- X. Administratively, Some Judges Omit to Sign and Docket Stipulations for Judgment. Signed Stipulations Do Not Always Reach the Judgment Index. It Is Counsel's Duty to Review the Docket and Judgment Index for the Same; Judicial Approval is Not Actually Required
 - A. Sometimes judges omit to sign stipulations approving judgments.
 - B. Occasionally a judicially approved Stipulation for Judgment does not make it to the Judgment Index. You must follow up to see that the Stipulation for Judgment is actually docketed and recorded in the judgment index.
 - C. Truly, pursuant to Phila.R.Civ.P *201 a Stipulation for Judgment does not require judicial approval. The parties may execute such a stipulation and City's counsel may then file a praecipe to enter judgment upon the same.
- XI. A Short Refresher on "Secondary Liability" in City Sidewalk Cases
 - A. When a plaintiff is awarded damages against a municipality because of a defective sidewalk condition the municipality is entitled to a verdict over against the abutting landowner upon whom the ultimate burden rests. The general rule is that the landowner's liability is primary and the city's liability is secondary. Flynn v. Chester, 239 A. 2nd 322, 323-4 (Pa.1968); Clayton v. Durham, 417 A.2d 1196, 1199 (Pa Super 1980) (error for lower court to find City of Philadelphia and landowner jointly liable as owners negligence entitled City to verdict over against them). See, 42 Pa C.S. § 8542 (b)(7): "Sidewalks... When a local agency is liable for damages under this paragraph by reason of its power and authority to require installation and repair of sidewalks under the case, custody and control of other persons, the local agency shall be secondarily liable and the other person shall be primarily liable."
 - B. In such instances where the local government agency is sued alone, and that secondarily liable municipality gives "definite certain and direct: notice of the suit against it to the primarily liable landowner, it may use the finding rendered in that suit, against the primarily liable landowner. Wright v. City of Scranton, 194 A.10, 14 (Pa. Super. 1973) as conclusive of the existence of (1) the defect, (2) injury to the plaintiff while in the exercise of due care, and (3) the amount of damages.

Fowler v. Borough of Jersey Shore, 17 Pa. Super. 366 (Pa. Super. 1901) “The party so affected by the first judgment would not be estopped by the second trial that he was not the owner of the premises, that he was not under an obligation to keep the pavement in safe repair, and that the accident did not result through his neglect of duty.” Fowler v. Borough of Jersey Shore, *supra*.

- C. It is a general rule of indemnity litigation that where joint tortfeasors are each actively negligent, that the liability of neither is secondary and that the principles of indemnification do not apply. Builders Supply v. McCabe, 77 A.2d 368 (Pa. 1951). The right of the indemnity lies only where one is fault free and not comparatively less at fault. Burbage v. Boiler Engineering & Supply Co., 249 A.2d 563 (Pa. 1969); *cf.*, Sirianni v. Bugent Bros., Inc., 506 A. 2d 868 (Pa. 1986) (City of Philadelphia not permitted indemnification in building demolition case where jury found contractor 50% negligent and City and landowner each 25% negligent). That is why, it is a recognized practical practice point that counsel urge the finder of fact to explicitly express in its verdict or arbitration award that the defendant municipality in a sidewalk slip and fall case is either liable “by operation of law” or “secondarily” liable so as to avoid debate whether or not simple finding of liability imputes active negligence or secondary liability. City of Wilkes-Barre v. Kaminski Bros., Inc., 804 A 2d 89, 94-95 (Pa. Cmwlth. 2002). One treatise suggests that “Unless the terms “by operation of law” or “secondary” appear in a jury verdict of negligence it should be presumed to be verdict of primary negligence for determining the right to indemnification.” 1 Summ. Pa. Jur 2d Torts § 8:23 (2d ed) relying upon City of Wilkes-Barre v. Kaminski Bros. Inc., *supra*.

EXHIBIT "A"

I hereby certify that I have served a copy of this document upon all other parties by:
 Regular mail
 Certified mail
 E-filing

To the herein:
 You are hereby notified to plead to the enclosed within twenty (20) days of service thereof or a default judgment may be entered.



/s/ Marie J. Bush
 Marie J. Bush, Esquire
 Attorney for Defendant
 City of Philadelphia

City of Philadelphia Law Department
Marie J. Bush
Assistant City Solicitor
Attorney I.D. No. 208443
One Parkway Building
1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1595
(215) 683-5366 (direct dial) / (215) 683-5398 (fax)

GERALDINE DENNIS AND ROGER DENNIS, H/W	:	COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY
	:	CIVIL TRIAL DIVISION
vs.	:	
	:	
JULIA NIXON and CITY OF PHILADELPHIA	:	DECEMBER TERM, 2011
	:	NO. 3675

DEFENDANT CITY OF PHILADELPHIA’S ANSWER TO THE COMPLAINT OF PLAINTIFFS, GERALDINE DENNIS AND ROGER DENNIS, H/W, WITH NEW MATTER AND CROSS-CLAIM DIRECTED AGAINST CO-DEFENDANT JULIA NIXON

Defendant City of Philadelphia (“City of Philadelphia” or “Answering Defendant”), by and through its undersigned counsel, hereby answers the Complaint of Plaintiffs, Geraldine and Roger Dennis, h/w (“Plaintiffs”) by corresponding paragraphs as follows:

COUNT I
PLAINTIFF GERALDINE DENNIS V. DEFENDANT JULIA NIXON

1. Denied. After reasonable investigation, the City of Philadelphia is without knowledge or information sufficient to form a belief as to the truth of the allegations

barred.

WHEREFORE, Defendant City of Philadelphia denies that it is liable to Plaintiffs Geraldine Dennis and Roger Dennis and demands judgment in its favor plus attorney's fees, interest, and costs.

CROSS-CLAIM DIRECTED AGAINST CO-DEFENDANT JULIA NIXON

Defendant City of Philadelphia ("City of Philadelphia") hereby avers the following Cross-Claim:

32. The City of Philadelphia incorporates by reference all allegations of negligence and carelessness as pled in Plaintiffs' Complaint, and said Complaint is incorporated herein by reference.

33. If Plaintiffs suffered injuries or damages as alleged in Plaintiffs' Complaint, said injuries and damages being specifically denied, such injuries and damages were caused solely by the negligence and/or carelessness of Co-Defendant, Julia Nixon.

38. Co-Defendant, Julia Nixon, is solely liable, or jointly and/or severally liable, or liable over to the City of Philadelphia for any injuries or damages that may have been suffered by Plaintiffs, said injuries and damages being specifically denied.

39. If the City of Philadelphia is held liable to Plaintiffs for all or part of such injuries and damages as Plaintiffs may have suffered, said injuries and damages being specifically denied, Co-Defendant, Julia Nixon, is liable to the City of Philadelphia by way of contribution and/or indemnity.

WHEREFORE, Defendant City of Philadelphia demands judgment in its favor and against Co-Defendant, Julia Nixon, by way of contribution and/or indemnity for all

GERALDINE DENNIS AND ROGER DENNIS, H/W	:	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL TRIAL DIVISION
vs.	:	
JULIA NIXON and CITY OF PHILADELPHIA	:	DECEMBER TERM, 2011 NO. 3675

CERTIFICATE OF SERVICE

I hereby certify that the 24th day of January, 2012, a true and correct copy of the foregoing DEFENDANT CITY OF PHILADELPHIA'S ANSWER TO PLAINTIFFS, GERALDINE AND ROGER DENNIS' COMPLAINT WITH NEW MATTER AND CROSS-CLAIM AGAINST CO-DEFENDANT, JULIA NIXON, was served via regular U.S. mail, postage prepaid, on the following:

Barton Hertzbach, Esq.
Robert Price, Esq.
Law Offices of Barton A. Hertzbach
2019 Walnut Street
Philadelphia, PA 19103
Counsel for Plaintiffs

Julia Nixon
6519 Guyer Street
Philadelphia, PA 19142
Defendant

BY: /s/ Marie J. Bush
Marie J. Bush, Esquire
Assistant City Solicitor
*Attorney for Defendant
City of Philadelphia*

SALAMAN, GRAYSON & HENRY, P.C.
By: DREW SALAMAN, ESQUIRE
Identification No. 15172
100 South Broad Street, Suite 650
Philadelphia, PA 19110
(215) 568-1500

*Co-Counsel for Defendant,
City of Philadelphia*

CAROL SWINSON,

Plaintiff

v.

LIN YANG JING, XU XUEQIN, CITY
OF PHILADELPHIA,

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

SEPTEMBER TERM, 2006

NO. 2008

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this day, April 10, 2015, a true and correct copy of the annexed document was served via First Class Mail upon the foregoing persons as follows:

Jeffrey P Curry, Esq.
1818 Market Street
Suite 3200
Philadelphia, PA 19103

Matthew Weisberg, Esquire
Weisberg Law, PC
7 South Morton Avenue
Morton, PA 19070

James L. Barlow, Esquire
900 E. 8TH Avenue, Suite 301
King of Prussia, PA 19406

It is further certified that a true and correct copy of the annexed document has also been electronically transmitted to all parties registered with the Prothonotary to receive email notification of filings with the Court in this matter.

SALAMAN, GRAYSON & HENRY, P.C.

BY: _____
DREW SALAMAN, ESQUIRE
Attorney for Co-Defendant
City of Philadelphia

EXHIBIT "B"

Philadelphia Court of Common Pleas

John Doe

January Term, 2017, 09999
(Month) (Year) (No)

Arbitration

(Please indicate type of action)

Motor Vehicle

(Date of Accident) _____

Versus

Richard Roe

and

City of Philadelphia

Assessment of Damages

Other Premises Liability _____

Report and Award of Arbitrators

And Now, this ____ day of _____, Year 2017, we the undersigned arbitrators having been duly appointed and sworn, make the following award:

For Plaintiff John Doe against Defendants Richard Roe and City of Philadelphia in the sum of \$15,000.00.

For Defendant City of Philadelphia on its Crossclaim.

Please name the parties if there are more than one plaintiff and/or defendant. Please address all counterclaims and cross claims. Please complete percentage of negligence on reverse side if applicable.

Chairperson

Please Print Name, Address and I.D. No.

Arbitrator

Please Print Name, Address and I.D. No.

Arbitrator

Please Print Name, Address and I.D. No.

List Attorneys of Record and Unrepresented Parties Who:

Appeared at the hearing:

Did Not Appear at the Hearing:

Philadelphia Court of Common Pleas

John Doe _____

Term, _____, _____
(Month) (Year) (No)

and _____

Arbitration

(Please indicate type of action)

Jane Doe _____

Motor Vehicle

(Date of Accident) _____

Versus

Richard Roe _____

and _____

City of Philadelphia _____

Assessment of Damages

Other Premises Liability _____

Report and Award of Arbitrators

And Now, this ____ day of _____, Year _____, we the undersigned arbitrators having been duly appointed and sworn, make the following award:

We find in favor of the Plaintiff, John Doe and against the Defendant, Richard Roe in the amount of
\$25,000.00. We find in favor of Plaintiff Jane Doe in the amount of zero. A settlement has been reached
between the City of Philadelphia and the Plaintiff John Doe in the amount of \$20,000.00. We find in favor of
the Defendant City of Philadelphia against the Defendant Richard Roe on the cross claim.

Please name the parties if there are more than one plaintiff and/or defendant. Please address all counterclaims and cross claims. Please complete percentage of negligence on reverse side if applicable.

Chairperson

Please Print Name, Address and I.D. No.

Arbitrator

Please Print Name, Address and I.D. No.

Arbitrator

Please Print Name, Address and I.D. No.

List Attorneys of Record and Unrepresented Parties Who:

Appeared at the hearing:

Did Not Appear at the Hearing:

EXHIBIT "C"

JOHN DOE

Plaintiff

v.

RICHARD ROE and CITY OF
PHILADELPHIA

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

_____ TERM, _____

NO. _____

STIPULATION AND ORDER FOR JUDGMENT ON CROSS-CLAIM

AND NOW this ____ day of _____, 20__ relative to the Cross-Claim of the City of Philadelphia [“the City”] against Defendant _____ [“Co-Defendant”] it is stipulated and agreed that judgment in the sum of \$_____ is entered for the City against the Co-Defendant.

As a material part of the Agreement to judgment for the City of Philadelphia against Co-Defendant, those parties stipulate as follows, warranting that there are no other agreements or understandings between them relative to said judgment:

1. The City will retain all of its rights under the law concerning said judgment, but will not issue a writ of execution to enforce the same against real estate [“subject premises”] known and numbered as:

provided that Co-Defendant, during Co-Defendant’s lifetime, continues to reside at and/or occupy the said premises and complies with its promised performances below.

- a. Co-Defendant promises to bring current within 60 days any delinquent real estate taxes, water and sewer billings, and Philadelphia Gas Works billings. Co-Defendant further promises to keep said billings current in the future, understanding that failure to do so is a material and non-curable default unless paid within 60 days.
 - b. Co-Defendant promises not to suffer other judgments or liens against the subject premises which would have priority over the judgment which will be entered in this matter understanding that incurring of such judgments or liens are a non-curable default, unless paid within 60 days.
 - c. Relative to the subject premises, Co-Defendant promises to cure every existing building, housing, health and other municipal code citation or violation within 60 days hereof. Co-Defendant further promises to keep said premises in compliance with said codes in the future. Co-Defendant understands that failure to do so is material and non-curable default hereunder, unless cured within 60 days.
 - d. Co-Defendant promises to furnish the City of Philadelphia Law Department with satisfactory evidence of liability insurance for the subject premises and keep the same in force so long as Co-Defendant retains title to said premises.
2. The Co-Defendant waives any right to withdraw or challenge this Stipulation by way of application, petition, motion, appeal or any other form of proceeding at law, equity or otherwise.

3. Co-Defendant further agrees to inform the City of Philadelphia Law Department of any change of address via 60 days of the same, via Certified Mail, Return Receipt Requested, in the form of a letter bearing the above caption of this case understanding that failure to do so is a material and non-curable default.
4. Co-Defendant understands the City may choose to revive the lien of its judgment from time to time and agrees that the City may serve its Writ of Revival in any manner permitted by the Pennsylvania Rules of Civil Procedure and via U.S. First Class Mail.

Attorney for the City of Philadelphia

Date:

Date:

APPROVED AND SO ORDERED AND THE PROTHONOTARY
IS DIRECTED TO ENTER THE ABOVE IN THE JUDGMENT
INDEX.

J.

Date:

JOHN DOE

Plaintiff

v.

RICHARD ROE and CITY OF
PHILADELPHIA

Defendants

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

_____ TERM, _____

NO. _____

STIPULATION FOR ARBITRATION AWARD ON CROSS-CLAIM

AND NOW this ____ day of _____, 20__ relative to the Cross-Claim of the City of Philadelphia [“the City”] against Defendant _____ [“Co-Defendant”] it is stipulated and agreed that an Arbitration Award in the sum of \$ _____ is entered for the City against the Co-Defendant.

As a material part of the Agreement to Arbitration Award for the City of Philadelphia against Co-Defendant, those parties stipulate as follows, warranting that there are no other agreements or understandings between them relative to said Arbitration Award and its reduction to judgment:

1. The City will retain all of its rights under the law concerning said Arbitration Award and judgment to be entered thereon, but will not issue a writ of execution to enforce the same against real estate [“subject premises”] known and numbered as:

provided that Co-Defendant, during Co-Defendant’s lifetime, continues to reside

at and/or occupy said premises and complies with its promised performances below.

- a. Co-Defendant promises to bring current within 60 days any delinquent real estate taxes, water and sewer billings, and Philadelphia Gas Works billings. Co-Defendant further promises to keep said billings current in the future, understanding that failure to do so is a material and non-curable default unless paid within 60 days.
- b. Co-Defendant promises not to suffer other judgments or liens against the subject premises which would have priority over the Arbitration Award and judgment which will be entered in this matter understanding that incurring of such judgments or liens are a non-curable default, unless paid within 60 days.
- c. Relative to the subject premises, Co-Defendant promises to cure every existing building, housing, health and other municipal code citation or violation within 60 days hereof. Co-Defendant further promises to keep said premises in compliance with said codes in the future. Co-Defendant understands that failure to do so is material and non-curable default hereunder, unless cured within 60 days.
- d. Co-Defendant promises to furnish the City of Philadelphia Law Department with satisfactory evidence of liability insurance for the subject premises and keep the same in force so long as Co-Defendant retains title to said premises.

2. The Co-Defendant waives any right to withdraw or challenge this Stipulation by way of application, petition, motion, appeal or any other form of proceeding at law, equity or otherwise.
3. Co-Defendant further agrees to inform the City of Philadelphia Law Department of any change of address via 60 days of the same, via Certified Mail, Return Receipt Requested, in the form of a letter bearing the above caption of this case understanding that failure to do so is a material and non-curable default.
4. Co-Defendant understands the City may choose to revive the lien of its judgment from time to time and agrees that the City may serve its Writ of Revival in any manner permitted by the Pennsylvania Rules of Civil Procedure and via U.S. First Class Mail.

Attorney for the City of Philadelphia

Date:

Date:

EXHIBIT "D"

Address Service Requested	An Ancillary Service endorsement printed on mail by the sender that directs USPS to forward undeliverable-as-addressed mail and provide the sender notice of the new address. If no change-of-address order is on file or the time period for forwarding has expired, the piece is returned to the sender with the reason for nondelivery attached. Fees charged can vary by mail class and product.
Electronic Service Requested	A printed Ancillary Service endorsement available for mailers participating in Address Change Service (ACS) that directs USPS to handle undeliverable-as-addressed mail as defined in the mailer's profile or Intelligent Mail barcode (IMb). Endorsed mailpieces must be capable of Postal Automated Redirection System (PARS) or Computerized Forwarding System (CFS) processing. PARS or CFS identifies the ACS request (either Address Service Requested or Change Service Requested) in the OneCode ACS or Full Service ACS Intelligent Mail barcode (IMb) or, for traditional ACS, in the mailer's ACS Participant Code profile. OneCode ACS and Full Service ACS mailers can alter service requests with a valid Service Type ID (STID) in the IMb. The STID takes precedence over the instructions in a mailer's profile.
Return Service Requested	An Ancillary Service endorsement printed on mail by the sender that directs USPS to return undeliverable-as-addressed mail with the new address or the reason for nondelivery attached. Fees charged can vary by mail class and product.
address correction service	A system of Ancillary Service endorsements that enables a mailer to obtain an addressee's new (forwarding) address if it is actively on file with USPS or the reason for nondelivery for an undeliverable-as-addressed mailpiece. This service is available alone using the Change Service Requested endorsement or as part of other Ancillary Service endorsements such as Address Service Requested in which the mail is forwarded and a separate notice of the new address is provided to the sender.



CITY OF PHILADELPHIA

LAW DEPARTMENT

14th Floor, One Parkway

1515 Arch Street

Philadelphia, PA 19102-1595

RETURN SERVICE REQUESTED

RETURN TO _____

EXHIBIT "E"



CITY OF PHILADELPHIA

LAW DEPARTMENT
One Parkway
1515 Arch Street
Philadelphia, PA 19102-1595

Date

POSTMASTER

Request for Change of Address or Boxholder
Information Needed for Service of Legal Process

Patron Name:
Address:
Case Name:
Docket No:

PLEASE FURNISH THE NEW ADDRESS OR NAME AND STREET ADDRESS (IF BOXHOLDER).
NOTE: NAME AND LAST ADDRESS ARE REQUIRED FOR ADDRESS CHANGE INFORMATION. NAME, IF KNOWN, AND P.O. BOX ADDRESS ARE REQUIRED FOR BOXHOLDER INFORMATION.

THE FOLLOWING INFORMATION IS PROVIDED IN ACCORDANCE WITH 39 CFR 265.6(D)(6)II). THERE IS NO FEE FOR BOXHOLDER INFORMATION. THE FEE FOR CHANGE OF ADDRESS INFORMATION IS WAIVED PER 39 CFR 265.6(D)(1) AND (2) AND CORRESPONDING ADMINISTRATIVE SUPPORT MANUAL 352.44A AND B.

- A. CAPACITY OF REQUESTER: ATTORNEY.
B. STATUTE OR REGULATION EMPOWERING ME TO SERVE PROCESS: NOT REQUIRED WHEN REQUESTER IS AN ATTORNEY.
C. NAMES OF ALL KNOWN PARTIES TO THE LITIGATION: SEE ABOVE CAPTION.
D. COURT IN WHICH THE CASE HAS OR WILL BE HEARD: COMMON PLEAS, DISTRICT JUSTICE, OR MUNICIPAL COURT.
E. CAPACITY IN WHICH INDIVIDUAL IS TO BE SERVED: DEFENDANT.

WARNING

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. §1001).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.

_____, ESQUIRE

- ___ NOT KNOWN AT ADDRESS GIVEN.
___ MAIL IS DELIVERED AS ADDRESSED.
___ MOVED, LEFT NO FORWARDING ADDRESS
___ NO SUCH ADDRESS
___ NEW ADDRESS:
___ BOXHOLDER'S RECORD ADDRESS:
___ BOXHOLDER'S REPRESENTATIVE/AGENT (BUSINESS BOXHOLDERS ONLY):
___ BOXHOLDER'S PHONE NUMBER:

FOR POST OFFICE USE ONLY - POSTMARK

COMMENTS:

IF THE ABOVE REQUEST INVOLVES A POST OFFICE BOX, KINDLY SUPPLY A PHOTOCOPY OF PS FORM 1093.