

April 2020 - Case Law Summaries

In Re: The Name Change, 2020 PA Super 40 (filed February 18, 2020)

Appellant, Sam Leroy Wood, appealed the trial court's order denying his petition for change of name. Wood had been known as Santo Leroy Farella for his entire life and all of his forms of identification (driver's license, health insurance cards, social security card and fishing license) identified him as "Santo Farella". When Wood went to obtain a copy of his birth certificate so he could renew his commercial driver's license, he discovered that his name at birth was Sam Leroy Wood. As Wood was unable to correct his birth certificate without first changing his name, Wood filed a petition to change his name in Erie County. Notwithstanding that Wood claimed in his petition that he had no knowledge of any judgments or liens ever being entered against him, the official search required by 54 Pa.C.S. §701(a.1) (4)(ii)(B) revealed a 2002 default judgment for \$114,000 entered in Erie County against "Sam Farella d/b/a Farella and Sons Builders." Wood admitted that the entity was his former business but claimed he was unaware of the judgment.

In his pre-hearing memorandum, Wood argued that the Judicial Change of Name Statute only required that no judgments be entered against the petitioner in the five years prior to the filing of the petition. Wood initially did not concede that he was the defendant in the 2002 default judgement, noting that it was entered against "Sam Farella", not "Santo Farella", but he abandoned that argument after he confirmed that Farella and Sons Builders was his prior company. The trial court rejected Wood's argument that the judgment was too old to be considered and denied his petition based on the existence of the 2002 judgment against him.

Wood appealed, again contending that 54 Pa.C.S. §701(a.1) (4)(ii)(B) only required that there be no judgments against a petitioner within five years of filing of the petition. The Superior Court rejected Wood's argument and affirmed the trial court's decision, reasoning that the plain meaning of the statute is that the five-year lookback applied only to where the person seeking the name change lives, not when the judgment was entered. As the five-year lookback only applied to what counties the petitioner must search for judgments instead of also what judgments or liens disqualify a change of name, the Superior Court found that the trial court could take the 2002 default judgment revealed by the official search into consideration in deciding whether to grant or deny Wood's petition for change of name. The Superior Court did agree with Wood's contention that he was not attempting to change his name for fraudulent purposes, but the Court ultimately held that, since 54 Pa.C.S. §701(a.1) (4)(ii)(B) requires petitioners to show that they have no outstanding judgments, the trial court did not abuse its discretion in denying the change of name petition.

Vacula v. Chapman, 2020 PA Super 50 (filed March 5, 2020)

Plaintiff ("Vacula") appealed an order sustaining the preliminary objections of defendant ("Chapman") and dismissing Vacula's complaint with prejudice. The parties began a romantic relationship in 2012. In 2017, they reached an oral agreement to purchase a home in which they would reside together. They agreed that they would jointly own the real estate, but that only

Chapman would be named as the grantee on the deed. In reliance on that agreement, Vacula gave Chapman \$4,530 towards costs for a home inspection, a deposit, a down payment and closing costs on the property. Both parties attended the closing on the sale and they began residing in the home with Vacula's minor children. The parties also entered into an oral agreement regarding the payment of the family's expenses, where Vacula paid the electric and internet utilities and groceries, while Chapman paid the mortgage and cable bill, with any additional expenses to be shared equally. Vacula also contributed to property maintenance, repair and improvement costs. After several months, the parties' relationship began to deteriorate, resulting in Chapman leaving for days or weeks at a time. Chapman ultimately filed a landlord-tenant complaint against Vacula, which resulted in Chapman being awarded possession of the property. During the time of Chapman's absences and the litigation of the landlord-tenant action, Vacula alone bore all of the household expenses and maintenance costs, including utilities and mortgage payments that Chapman had agreed to pay. Chapman executed his order of possession and Vacula and her children were forced to find new housing. Vacula filed a complaint for monetary damages and the Magisterial District Court awarded her \$12,000. Vacula filed a second amended complaint seeking \$24,000 under theories of breach of contract and unjust enrichment. Chapman filed preliminary objections, arguing defenses of the statute of frauds, *res judicata* and collateral estoppel. The trial court sustained the preliminary objections based upon the statute of frauds and dismissed Vacula's complaint with prejudice.

Vacula appealed, contending that the trial court erred in finding the statute of frauds barred her claims. The Superior Court reversed and remanded, holding that Pennsylvania courts have emphasized that the statute of frauds is not designed to prevent the performance or enforcement of oral contracts that in fact were made (citing Zuk v. Zuk, 55 A.3d 102, 107 (Pa. Super. 2012)). The Court added that even specific performance may be ordered upon the appropriate showing of part performance of the oral contract.

In its analysis, the Court explained that Vacula's claim for breach of contract did not seek specific performance of the alleged oral agreement between the parties to become joint owners of the real estate in question, but rather monetary damages to compensate her for money that was paid on account of the purchase and the expenses incurred on the reliance upon the contract. In this case, Vacula sought to recover money she gave to Chapman towards the home inspection, deposit, down payment and closing costs on the property. She further sought to recover mortgage and utility payments she made on his behalf that he had agreed to pay and the expenses she incurred as a result of his evicting her from the house. The Court held that the statute of frauds had no relevance to Vacula's unjust enrichment claim, which is not based upon the existence of contract, but instead is an alternative to a contract claim. The Court ultimately concluded that Vacula's complaint adequately stated claims for relief under theories of breach of contract and unjust enrichment and held that the trial court erred in sustaining Chapman's preliminary objections in the nature of a demurrer and dismissing Vacula's second amended complaint on that basis.

Father appealed the trial court's order awarding Mother primary physical custody of the parties' two minor daughters. The parties had followed a 2-2-5-5 physical custody schedule subsequent to separation. Following a custody trial, the trial court kept the physical custody order in place but granted Mother sole legal custody for all medical decisions and for educational and extra-curricular activities. Each party subsequently filed a petition for modification and the trial court determined that it was in the best interest of the children to live primarily with Mother and for Father to have custody every other weekend, which was based, in part, on the court's *in camera* interviews with the children, who expressed their concerns about Father's behavior as well as their preference that they live primarily with Mother.

Father appealed, arguing, *inter alia*, that the trial court failed to find that the children's preference to live with Mother was the result of Mother's efforts to alienate the children from Father for years. The Superior Court rejected Father's argument and affirmed the trial court's order. The Court agreed with the trial court that Father refused to accept any responsibility for the children's preference to live with Mother. Despite Father's constant verbal attacks against Mother and the reports he made to CYF and law enforcement, the Court agreed that Mother had done everything in her power to ensure the children had a positive relationship with Father. The Court also found that Father had openly attacked Mother verbally and involved the children in the custody disputes. The Court discerned no abuse of discretion on the part of the trial court with respect to the issues raised by Father and affirmed the custody order on the basis of the trial court opinion.