NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT O.P. 65.37

JUSTIN CENER AND TRACY CENER v. MICHAEL MCDOUGALL, DOUGLAS P. TERRY, INC. (D/B/A RE/MAX PROPERTIES, LTD), JUSTINE FERRARA, BARBARA MCDOUGALL, MARY ANN O'KEEFE, TOTAL REALTY, LLC D/B/A RE/MAX TOTAL APPEAL OF: JUSTIN CENER	:	IN THE SUPERIOR COURT OF PENNSYLVANIA No. 2869 EDA 2025

Appeal from the Order Entered October 15, 2025
In the Court of Common Pleas of Bucks County Civil Division at No(s):
2022-01478

BEFORE: McLAUGHLIN, J., SULLIVAN, J., and FORD ELLIOTT, P.J.E.*

MEMORANDUM BY FORD ELLIOTT, P.J.E.: **FILED SEPTEMBER 15, 2026**

Justin Cener[1] ("Appellant") appeals *pro se* from the order, entered in the Court of Common Pleas of Bucks County, granting summary judgment in favor of appellees, Michael McDougall and Barabara McDougall (the "McDougalls").[2] Appellant argues that the trial court erred in granting

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* Retired Senior Judge assigned to the Superior Court.

[1] Tracy Cener is not a party to this appeal. ***See*** Notice of Appeal, 11/7/25.

[2] Appellant only challenges the trial court's order granting summary judgment as to the McDougalls, not the other named defendants in this suit. ***See*** Notice of Appeal, 11/7/25, at 1 (appealing "only as to defendants Michael McDougall and Barbara McDougall").

summary judgment in favor of the McDougalls on all four claims asserted in the complaint. Upon review, we affirm.

This action arises from Appellant and his wife (the "Ceners") purchasing a residential property (the "Property") in Yardley, Pennsylvania, from the McDougalls for $730,000.00 on March 9, 2021. ***See*** Complaint, 3/30/22, at ¶ 19. In the complaint, the Ceners stated that they wanted "to find a large enough parcel where they could construct an ice-skating rink and pool for their family[.]" ***Id.*** at ¶ 16. Both parties were represented by licensed Pennsylvania realtors, also named as defendants, throughout the entire transaction. ***See id.*** at ¶ 13, 32. The McDougalls received and filled out a Seller's Property Disclosure Statement ("SPDS") prior to the sale of the Property. ***See*** Seller's Property Disclosure Statement, 1/9/21, at 10 (Exhibit A to Complaint, 3/30/22).

On March 30, 2022, the Ceners filed a complaint stating that the McDougalls failed to disclose a conservation easement prior to their purchase of the Property. ***See*** Complaint, 3/30/22, at ¶¶ 21, 30-31. The Ceners asserted claims sounding in: (1) violations of the Real Estate Seller Disclosure Law ("RESDL"); (2) fraudulent misrepresentation; (3) negligent misrepresentation; and (4) violations of the Pennsylvania Unfair Trade Practices and Consumers Protection law ("UTPCPL"). ***See id.*** at ¶¶ 62-88, 107-110. The Ceners alleged that they sustained damages, including a diminution in the value of the Property, because of their inability to cut down trees to build an ice-rink and pool, due to the conservation easement. ***See id.*** at ¶ 53.

On May 17, 2023, at the request of the Ceners, their counsel withdrew her appearance. ***See*** Praecipe for Withdrawal, 5/15/23. Relevant to this appeal, on July 18, 2025, the McDougalls filed a motion for summary judgment, and the Ceners filed a response. ***See*** McDougalls' Motion for Summary Judgment, 7/17/25; Ceners' Response to McDougalls' Statement of Undisputed Material Facts, 8/18/25. The court granted summary judgment in favor of the McDougalls on October 15, 2025.[3] ***See*** Order, 10/15/25. Thereafter, Appellant filed a timely notice of appeal.[4]

Appellant raises the following issues for review on appeal:[5]

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[3] On that same date, the court granted summary judgment in favor of all defendants, rendering finality to the case. ***See*** Pa.R.A.P. 341.The court's order is dated October 10, 2025, and Appellant purports to appeal from the order entered on that date, but we note that the order was not entered on the docket pursuant to Pennsylvania Rule of Civil Procedure 236 until October 15, 2025. We have changed the caption accordingly.

[4] In its Pennsylvania Rule of Appellate Procedure 1925(a) opinion, the trial court opined that Appellant's appeal was untimely. ***See*** Trial Court Opinion, 12/18/25, at 3-4. Contrary to the trial court's assessment, our review of the record confirms that Appellant timely filed his notice of appeal. ***See*** Order (granting McDougalls' motion for summary judgment), 10/15/25; Notice of Appeal, 11/7/25; ***see also*** Pa.R.A.P. 903(a).

[5] Both the trial court and the McDougalls assert that Appellant's issues are waived under Rule 1925 because his concise statement of errors complained of on appeal was so vague it precluded trial court analysis. ***See*** Trial Court Opinion, 12/18/25, at 4-5; Appellees' Brief at 10-12. ***See also*** Pa.R.A.P. 1925(b)(4)(ii) (requiring the Rule 1925(b) statement to "concisely identify each ruling or error that the appellant intends to challenge with sufficient detail to identify all pertinent issues for the judge"). Upon review, we find that the issues Appellant has raised on appeal were not so vague in his Rule 1925(b) statement as to compel waiver. While the trial court states that it was
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I. Whether the trial court erred in granting summary judgment where [the McDougalls] affirmatively and falsely disclosed that no easement existed on the [SPDS], despite the existence of a conservation easement affecting the [P]roperty.

II. Whether the trial court erred by resolving issues of reliance materiality, causation, and damages at summary judgment, rather than submitting those issues to a jury.

III. Whether the same false disclosures constitute deceptive conduct under the [UTPCPL], precluding summary judgment.

Appellant's Brief at 4-5.

Our standard of review for an appeal from the grant of summary judgment is well-settled:

> A proper grant of summary judgment depends upon an evidentiary record that either (1) shows the material facts are undisputed or (2) contains insufficient evidence of facts to make out a *prima facie* cause of action or defense and, therefore, there is no issue to be submitted to the jury. Where a motion for summary judgment is based upon insufficient evidence of facts, the adverse party must come forward with evidence essential to preserve the cause of action. If the non-moving party fails to come forward with sufficient evidence to establish or contest a material issue to the case, the moving party is entitled to judgment as a matter of law. The non-moving party must adduce sufficient evidence on an issue essential to its case and on which it bears the burden of proof such that a jury could return a verdict favorable to the non-moving party. As with all summary judgment cases, the court must examine the record in the light most

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"unable to identify and address the specific issues [Appellant] allege[s,]" the trial court accurately summarized the issues based on Appellant's Rule 1925(b) concise statement. ***See*** Trial Court Opinion, 12/18/25, at 2, 5. In our own review, we conclude that Appellant's Rule 1925(b) concise statement is not so vague as to prohibit appellate review where each of his issues was appropriately preserved in his Rule 1925 statement.

> favorable to the non-moving party and resolve all doubts against the moving party as to the existence of a triable issue.
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> Upon appellate review, we are not bound by the trial court's conclusions of law, but may reach our own conclusions. In reviewing a grant of summary judgment, the appellate [court] may disturb the trial court's order only upon an error of law or an abuse of discretion. The scope of review is plenary and the appellate [court] applies the same standard for summary judgment as the trial court.

McCarthy v. Dan Lepore & Sons Co., Inc., 724 A.2d 938, 940-41 (Pa. Super. 1998) (citations omitted).

Appellant's first argument on appeal concerns the RESDL. ***See*** Appellant's Brief at 7. He argues that "[t]he trial court erred by granting summary judgment where the sellers affirmatively falsely disclosed the existence of an easement." ***Id.*** He takes issue with the method by which the McDougalls filled out the disclosure form insofar as they answered "NO" when "expressly asked whether the Property was subject to any easements" on the SPDS.[6] ***Id.***; ***see also*** Seller's Property Disclosure Statement, 1/9/21, at 8 (Exhibit A to Complaint, 3/30/22). Further, he acknowledges he received a

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[6] The record reflects that the McDougalls answered "NO" to the section of the SPDS referring to easements and answered "YES" when asked if the Property was subject to land development rights under the Farmland and Forest Land Assessment Act. ***See*** Seller's Property Disclosure Statement, 1/9/21, at 8 (Exhibit A to Complaint, 3/30/22). Barbara McDougall testified that she placed a check mark in this section of the SPDS because she was unaware it was "called an easement" and because she thought that she "accurately disclosed that [the buyers would not be] allowed to touch the back of the [P]roperty because it was protected." Deposition Transcript of Barbara McDougall, 12/2/24, at 69-70 (Exhibit D to McDougalls' Motion for Summary Judgment, 7/17/25).

title report prior to closing on the Property, but asserts that, at a minimum, "whether [Appellant's] review of the title report negates reliance or causation presents a question of fact that cannot be resolved at summary judgment." Appellant's Reply Brief at 4. We find no relief is due.

Under the RESDL, "[a]ny seller who intends to transfer any interest in real property shall disclose to the buyer any material defects with the property known to the seller by completing all applicable items in a property disclosure statement which satisfies the requirements of section 7304 (relating to disclosure form)." 68 Pa.C.S. § 7303. Further, sellers are required to disclose all known material defects and may not make any statements that they know are false or misleading. ***See Medlock v. Chilmark Home Inspections, LLC***, 195 A.3d 277, 289 (Pa. Super. 2018) (citing 68 Pa.C.S. § 7308). Importantly, a buyer will not have a cause of action against the seller or the agent for either the seller or buyer if the material defects to the property were disclosed to the buyer prior to signing the transfer agreement. ***See*** 68 Pa.C.S. § 7314(1).

Here, Appellant's cause of action is barred because the defect complained of, the conservation easement, was disclosed to Appellant prior to signing the agreement of sale.[7] ***See*** Deposition Transcript of Justin Cener,

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[7] We need not reach whether the conservation easement constitutes a material defect under the RESDL because Appellant's claim is barred as a result of his receipt and review of the title report prior to signing the sale agreement. ***See*** Deposition Transcript of Justin Cener, 10/10/23, at 103 (Exhibit A to McDougalls' Motion for Summary Judgment, 7/17/25) (confirming he read the title report); 68 Pa.C.S. § 7314(1). However, we have
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10/10/23, at 101-103 (Exhibit A to McDougalls' Motion for Summary Judgment, 7/17/25) (confirming that, prior to closing, Appellant received and reviewed the entirety of a title report with respect to the Property). The report clearly identified, in relevant part, "[n]otes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth in Plan Book No. 269 page 51[.]" Title Report, 12/19/20, at 7. The plan book referenced in the title report depicts the recorded conservation easement. Recorded Conservation Easement, 1/15/93, at 1 (Exhibit C to Complaint, 3/30/22). Appellant thus received disclosure of the easement prior to the completion of the sale agreement for the Property. Therefore, summary judgment on the RESDL claim is proper where Appellant's claim is barred by operation of statute and where Appellant cannot establish a *prima facie* RESDL cause of action. ***See*** 68 Pa.C.S. § 7314(1).

Appellant's second and third issues raised on appeal concern his fraudulent and negligent misrepresentation claims and his UTPCPL claim. ***See*** Appellant's Brief at 7, 9-10. We address these claims together.

With respect to his fraudulent and negligent misrepresentation claims, Appellant argues that the trial court erred "by resolving issues of reliance,

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serious doubts that a properly recorded conservation easement would constitute a material defect under the statute. ***See Milliken v. Jacono***, 103 A.3d 806, 811 (Pa. 2014) (explaining that there is no duty to disclose patent defects); ***see also Wentworth v. Steinmetz***, 349 A.3d 189, 193-97 (Pa. Super. 2025); ***Brown v. City of Oil City***, 294 A.3d 413, 416, n.1 (Pa. 2023) ("a patent defect is a defect that could have been discovered without undue effort" (citation omitted)).

materiality, causation, and damages at summary judgment […].” ***Id.*** at 6. Specifically, Appellant claims that certain factual determinations required “factual evaluation” and “inference-drawing” that must occur at trial. ***Id.*** The specific factual issues Appellant raises are: (1) whether Appellant reasonably relied on the SPDS; (2) whether the falsely-denied conservation easement was material to the transaction; and (3) whether the misrepresentation caused Appellant to suffer damages. ***See id.*** at 10.

With respect to his UTPCPL claim, Appellant argues that the trial court erred in granting summary judgment because he presented record evidence supporting each element of a claim under the UTPCPL. ***See*** Appellant’s Brief at 10-11. Most relevant, Appellant argues that “whether [Appellant’s] reliance was justifiable presents a disputed issue of material fact[,] that [issue] cannot be resolved against [him] at [summary judgment].” ***Id.*** at 12.

After our review, we find that the court properly granted summary judgment in favor of the McDougalls as to each of these three causes of action because Appellant cannot establish a *prima facie* case, and specifically, Appellant cannot establish the necessary element of justifiable reliance.

To make out a fraudulent misrepresentation claim, the plaintiff must establish the following elements: (i) a representation; (ii) which is material to the transaction at hand; (iii) made falsely, with knowledge of its falsity or recklessness as to whether it is true or false; (iv) with the intent of misleading another into relying on it; (v) justifiable reliance on the misrepresentation; and (vi) the resulting injury was proximately caused by the reliance. ***See***

Martin v. Hale Products, Inc., 699 A.2d 1283, 1288 (Pa. Super. 1997) (citation omitted). All of the elements of fraudulent misrepresentation must be proved by clear and convincing evidence. ***See Bennett v. Bennett***, 168 A.3d 238, 246-47 (Pa. Super. 2017).

To make out a claim for negligent misrepresentation, the plaintiff must prove: (i) a misrepresentation of a material fact; (ii) made under circumstances in which the person making the representation ought to have known its falsity; (iii) with an intent to induce another to act on it; and (iv) which results in injury to a party acting in justifiable reliance on the misrepresentation. ***See Bortz v. Noon***, 729 A.2d 555, 561 (Pa. 1999). Negligent misrepresentation must be proved by a preponderance of the evidence. ***See Richards v. Ameriprise Financial, Inc.***, 152 A.3d 1027, 1033 (Pa. Super. 2016).

The UTPCPL provides twenty specifically prohibited practices, and a catch-all provision, relevant here, which gives a private right of action against anyone "[e]ngaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding." 73 P.S. § 201-2(4)(i)-(xxi). The home purchase at issue here falls under the purview of the UTPCPL. ***See Growall v. Maietta***, 931 A.2d 667, 676 (Pa. Super. 2007) (explaining that "there is no question that the purchase […] of a home […] for residential purposes comes under the protections of the UTPCPL.").

This Court has determined that a plaintiff need not prove common law fraud to state a claim under the catch-all provision of the UTPCPL. ***See***

Bennett v. A.T. Masterpiece Homes at Broadsprings, LLC, 40 A.3d 145, 154-56 (Pa. Super. 2012). Nevertheless, to prevail on a claim under the catch-all provision at Section 201-4(xxi), a plaintiff must demonstrate justifiable reliance. ***See Yocca v. Pittsburgh Steelers Sports, Inc.***, 854 A.2d 425, 438 (Pa. 2004) ("To bring a private cause of action under the UTPCPL, a plaintiff must show that he justifiably relied on the defendant's wrongful conduct or representation and that he suffered harm as a result of that reliance."). ***See also Krishnan v. Cutler Group, Inc.***, 171 A.3d 856, 886 (Pa. Super. 2017) (explaining that a plaintiff must establish justifiable reliance to bring a private cause of action under the UTPCPL); ***Kern v. Lehigh Valley Hosp., Inc.***, 108 A.3d 1281, 1288 (Pa. Super. 2015) (citing ***Yocca***, 854 A.2d at 438).

All three of the above-described causes of action require proof of justifiable reliance. ***See Martin***, 699 A.2d at 1288 (fraudulent misrepresentation); ***Bortz***, 729 A.2d at 561 (negligent misrepresentation); ***Yocca***, 854 A.2d at 438 (UTPCPL). Where the easement was properly recorded, as here, Appellant had record notice of its existence, and therefore sufficient knowledge of its existence, to defeat any claims to the contrary, including any claims of justifiable reliance. ***See Dickson v. Pennsylvania Power and Light Co.***, 423 A.2d 711, 712 (Pa. Super. 1980) (explaining that a properly recorded instrument which includes the easement imputes notice of the easement to a purchaser of the land) (citation omitted); Recorded Conservation Easement, 1/15/93, at 1 (Exhibit C to Complaint, 3/30/22). ***See***

Crouse v. Murphy, 21 A. 358, 360 (Pa. 1891) (stating "Murphy's title was on the record. Whoever dealt with him on the credit of his real estate was bound to know what appeared in his recorded title. It was as much the duty of one who was about to trust him with money or goods, because of his ownership of land, to know how and by what name he held it, as **it was the duty of one about to purchase the land to make the same inquiries**. If the creditor neglected his duty, he must lose in consequence. **If the purchaser neglected his, he must lose**.") (emphases added); ***see also Coleman v. Reynolds***, 37 A. 543, 545 (Pa. 1897) (stating that intending purchaser searching record at the time of conveyance has notice as to recorded encumbrance and "took the risk and must bear the consequences of the facts as they really were"); ***Appeal of J.C. Grille, Inc.***, 124 A.2d 659, 664 (Pa. Super. 1957) (noting that duly recorded covenant binds owner regardless of knowledge).[8]

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[8] Although we conclude Appellant cannot establish justifiable reliance because the easement was properly recorded, we also note that the integration clause in the agreement of sale bars Appellant's fraudulent and negligent misrepresentation and UTPCPL claims where that contract clause similarly negates any potential justifiable reliance by Appellant.

Our Supreme Court has explained the parol evidence rule as follows:

> Where the parties, without any fraud or mistake, have deliberately put their engagements in writing, the law declares the writing to be not only the best, but the only evidence of their agreement. All preliminary negotiations, conversations and verbal agreements are merged in and superseded by the subsequent written contract … and unless fraud, accident or mistake be averred, the writing

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> constitutes the agreement between the parties, and its terms and agreements cannot be added to nor subtracted from by parol evidence.

Yocca, 854 A.2d at 436 (citation omitted). The parol evidence rule applies when the written agreement represents the parties' entire agreement and any previous oral or written negotiations involve the same subject matter as the contract. ***See id.***

The Court in ***Yocca*** explained that "an integration clause which states that a writing is meant to represent the parties' entire agreement is [...] a clear sign that the writing is meant to be just that and thereby expresses all of the parties' negotiations, conversations, and agreements made prior to its execution." ***Id.*** Signing an integration clause constitutes an explicit declaimer of reliance on previous representations such that a plaintiff cannot be said to have justifiably relied on such representations. ***See id.*** at 439.

Here, the parties' agreement contained the following integration clause:

> All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. **This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale**. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

Standard Agreement for the Sale of Real Estate, 1/11/21, at 12 (Exhibit B to Complaint, 3/30/22) (emphasis added).

We would conclude that the integration clause in the sale agreement fulfills the requirement that it "[represent] the entire agreement" to invoke the parol evidence rule. ***Yocca***, 854 at 436-37. As such, Appellant disclaimed reliance on any representation not within the purview of the agreement, and thus he cannot be said to have justifiably relied on the McDougalls' representations in the SPDS. ***See id.*** at 439. Accordingly, Appellant has failed to set forth sufficient evidence from which a reasonable jury could find in his favor. ***See McCarthy***, 724 A.2d at 940-41.

As such, as a matter of law, Appellant cannot establish justifiable reliance as to his fraudulent misrepresentation, negligent misrepresentation, and UTPCPL claims because the easement was properly recorded. ***See Dickson***, 423 A.2d, at 712. Accordingly, Appellant has failed to adduce sufficient efficient to establish a *prima facie* case for any of these three causes of action. ***See McCarthy***, 724 A.2d at 90-41. Therefore, we conclude that the trial court properly entered summary judgment in favor of the McDougalls.

Order affirmed.

Judgment Entered.

Benjamin D. Kohler

Benjamin D. Kohler, Esq.
Prothonotary

Date: 9/15/2026