

NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT O.P. 65.37

MARY NOTTE	:	IN THE SUPERIOR COURT OF
	:	PENNSYLVANIA
	:	
v.	:	
	:	
	:	
WILLIAM LUBLIN, AND WILLIAM	:	
KWASNIEWSKI	:	
	:	No. 2525 EDA 2025
	:	
APPEAL OF: WILLIAM LUBLIN	:	

Appeal from the Judgment Entered November 5, 2025
In the Court of Common Pleas of Philadelphia County
Civil Division at No(s): 220100002

BEFORE: PANELLA, P.J.E., NICHOLS, J., and NEUMAN, J.

MEMORANDUM BY PANELLA, P.J.E.:

FILED OCTOBER 6, 2026

William Lublin appeals from the judgment entered in the Court of Common Pleas of Philadelphia County awarding Mary Notte \$210,842.40 in damages, and reasonable attorney's fees and costs in the amount of \$27,312.50, for Lublin's violation of the Unfair Trade Practices and Consumer Protection Law ("UTCPL"), 73 P.S. § 201-1 *et seq.* This case concerns the failure to disclose defects and fraudulently misrepresenting the condition of a residential house in a real estate transaction. Lublin primarily asserts that the trial court erred in finding that he violated the UTCPL because an integration clause in the agreement of sale ("AOS") disclaimed reliance on any prior representations; furthermore, he argues that the trial court abused its discretion in awarding attorney's fees. After careful review, we affirm.

We glean the following from the certified record.¹

On February 21, 2017, Lublin bought the property at 531 Winston Street, Philadelphia, Pennsylvania 19148 (“Property”) to rehabilitate it and eventually sell it. Lublin had been in the real estate business for fifty-four years, having sold thousands of homes for other people. The Property required extensive remodeling and Lublin did the remodeling over the course of a year. During that time, Lublin visited the property “four to six or more times.” Lublin hired contractors to do the renovation work. This included “refinish[ing] the basement by adding framing over the basement’s foundation walls and covering it with sheetrock[,]” HVAC work, and renovating the kitchen and bathroom. Trial Court Opinion, 12/5/25, at 2. Although permits were issued for much of the work on the Property, notably, “none of the permits reflected that the City of Philadelphia issued a permit for [Lublin’s] renovation work in the basement.” ***Id.***

Before the sale, Lublin provided Notte with a property disclosure statement dated August 13, 2017 (the “Disclosure Statement”). In the statement, Lublin indicated that he was unaware of any water leakage issues in the basement, any repairs done for water leakage in the basement, any problems with the walls, foundation, or other structural components, any

¹ We commend the trial court for aiding our appellate review with its detailed and well written opinion. For ease of reading, any citation to the trial court opinion omits reference to the record citations. We appreciate the trial court providing such citations.

problems with the heating or electrical systems, and any material defects that are not otherwise disclosed in the form. Additionally, the statement indicated that the only additions or structural changes to the Property were the installation and replacement of two bathrooms and the renovation of the kitchen.

Notte hired Pillar and Post to perform an inspection after which they indicated that there was no visible damage to the foundational wall or the interior of the basement foundational wall. Notte also viewed the Property three times and did not see any evidence of damage to the foundational walls.

Notte and Lublin entered the AOS dated January 29, 2018. The AOS included an integration clause that stated that the AOS contains the whole agreement (i.e., the property disclosure statement was excluded) and Notte was buying the property in its present condition. On February 28, 2018, Lublin sold the Property to Notte for \$280,000.

Within a month of buying the Property, Notte experienced electrical problems with multiple outlets not working and recurring flooding of the basement during heavy rains. She incurred repair costs of about \$3,000 for these issues. In August 2018, Notte's son discovered the dryer hose "smashed and jammed under the dryer." Notte hired Douglas VanSciver, a home remodeler, to vent the dryer hose to the outside. The defective dryer hose was allowing carbon monoxide to leak into Notte's home. The repair costs were \$6,120.

In October 2018, Notte hired VanSciver to help with the basement flooding. VanSciver investigated the source of the flooding. He “tore down the sheetrock covering the foundational walls, which revealed that the foundation was deteriorated from water damage and cracked with black mold.” ***Id.*** at 6-7. Over the course of 2021 and 2022, Notte paid about \$12,000 in clean up and repair costs from the basement flooding. Shortly thereafter, “VanSciver recommended extensive remediation to prevent future water intrusion, to properly repair the foundational walls, and to fix the flooring of the house, as the wood was warping from the moisture.” ***Id.*** at 8. VanSciver estimated the cost of these repairs to be \$86,480. Additionally, Notte hired HVAC technicians to inspect her heating system which revealed that the heater, which was hidden behind the basement wall, was not connected properly. Lastly, the sewer pipe was not properly connected and was leaking. These repairs totaled about \$500.

On December 30, 2021, Notte sued Lublin. After a series of preliminary objections and amendments, she filed her third amended complaint on April 25, 2022, wherein she raised one count of breach of contract and one count of violating the UTPCPL. Lublin filed preliminary objections in the nature of a demurrer to both counts arguing, in relevant part, that Notte could not establish a claim under the UTPCPL because the integration clause of the AOS precluded consideration of any prior representations Lublin made that Notte

relied on.² Notte filed a response and the trial court overruled Lublin's preliminary objections. Thereafter, Lublin filed an answer denying the factual allegations and a new matter raising the Real Estate Seller Disclosure Law ("RESDL") as a defense.

The matter proceeded to a two-day bench trial on January 9, and January 17, 2025. Notte, Lublin, VanSciver, and Erik Lepore testified.

Based on his extensive forty years of work experience, VanSciver was qualified as an expert in home remodeling and restoration. His work experience included addressing water and moisture issues with foundations and basements. The trial court summarized his testimony,

Mr. VanSciver testified that the home was left in a dangerous condition due to black mold, carbon monoxide leaking from the dryer vent that was never properly installed, and electrical wires that were "haphazardly hung" and touched the water. Mr. VanSciver testified that "the foundations are going to break from the moisture, if you've got moisture leaks. If you don't seal the insides, the ground breaks down. And then it's going to affect the rest of the house, and it's going to start sinking and crumbling and fall in on itself." As discussed below, the [c]ourt found Mr. VanSciver's testimony credible.

Trial Court Opinion, 12/5/25, at 12. Additionally, VanSciver opined that when he discovered the foundational damage and mold in October 2018, "the condition of the foundational walls was ongoing for at least three to four years, but more likely ten years or more." ***Id.*** at 7.

² Lublin also moved for summary judgment and filed a motion in limine to limit evidence that varies from the written agreement of sale on these same grounds. The trial court denied both motions.

Furthermore, in addition to the timeline of events described above, the trial court briefly summarized the relevant testimony, and the credibility determinations it made regarding Notte, Lublin, and Lepore.

[Notte] testified that she “would have never signed the disclosure had [she seen] those cracks. But nobody could see them because the wall was completely sealed.”

[Notte] obtained the permits for the Property’s renovations by requesting copies from the City. Through the permits, [Notte] was able to track down one of [Lublin’s] contractors, Erik Lepore, of Lepore Home Remodeling, and connect with him. Mr. Lepore helped to remodel the kitchen, remodel the second-floor bathroom, add a third-floor bathroom, replace doors and trim work, install hardwood flooring, replace six windows, install tile flooring for the basement, and install framing in the basement. Mr. Lepore personally placed sheetrock over the foundational walls of half of the basement from the middle of the stairwell to the front of the basement.

[Notte] testified that, over the phone, Mr. Lepore said that he saw how bad the foundation was, that he was ordered by [Lublin] to seal it up anyway, and was concerned about [Notte] suing Mr. Lepore. At trial, Mr. Lepore testified that he did not know that the foundation was damaged, and he was never concerned about [Notte] suing him. As discussed further below, the court found [Notte’s] testimony credible and Mr. Lepore’s testimony incredible.

At trial, [Lublin] testified that he did not disclose any changes he made to the basement in the Disclosure Statement because to him, “that’s not an alteration.” [Lublin] also testified that he had visited the basement of the Property before remodeling and did not notice the damage on the walls because “[t]here was stuff in the basement. . . . the property had to be cleaned out.” As discussed further below, the court did not find [Lublin’s] testimony credible.

Id. at 12-13 (some alterations in original) (unnecessary capitalization omitted).

After trial, the parties complied with the trial court's request for them to file proposed findings of fact and conclusions of law. On August 8, 2025, the trial court entered its verdict with an accompanying opinion. The trial court found in favor of Lublin for the breach of contract claim and in favor of Notte for the UTPCPL claim. For the UTPCPL claim, the trial court found Lublin liable for \$105,421.20 in damages for defective conditions discovered after the purchase of the Property.³ Pursuant to the UTPCPL, the trial court awarded double damages for a total of \$210,842.40.⁴ Additionally, the trial court awarded Notte reasonable attorney's fees and costs.

Lublin filed a post-trial motion which was denied by the trial court on September 9, 2025. Lublin timely appealed. Both Lublin and the trial court complied with Pennsylvania Rule of Appellate Procedure 1925.⁵ **See** Pa.R.A.P.

³ The trial court found that Notte was not entitled to the \$6,120 for repair of the dryer hose because Notte failed to establish why it could not have been discovered during inspection. **See** Trial Court Opinion, 12/5/25, at 27-28.

⁴ The UTPCPL grants the court discretion to "award up to three times the actual damages sustained[.]" 73 P.S. § 201-9.2(a).

⁵ Meanwhile, On September 12, 2025, Notte filed a motion for award of counsel fees pursuant to the verdict which itemized 57.5 hours of work, at an hourly rate of \$475, for a total of \$27,312.50 in attorney's fees. Lublin filed a reply to the motion asserting that counsel had failed to remove hours for work done on non-UTPCPL claims and that counsel's hourly rate was unreasonable. Notte filed a response arguing that the breach of contract and UTPCPL claims were difficult to separate for purposes of calculating billable hours and it was Lublin's burden to establish a basis for separating the time spent on each claim. The trial court granted Notte's motion for counsel fees in the amount of \$27,312.50. **See** Order, 10/28/25. This was about one week after Lublin filed his concise statement of errors complained of on appeal.

1925(a)-(b). On November 5, 2025, after being prompted by this Court, the trial court entered the judgment.

Lublin raises the following issues for our review:

1. Did the [trial] court commit an error of law and abuse its discretion by finding [Lublin] violated the UTPCPL?
2. Did the [trial] court commit an error of law and abuse its discretion by failing to find that [Notte] cannot prove she justifiably relied on [Lublin's] alleged wrongful conduct or representations when she explicitly disclaimed reliance on any such representations?
3. Did the [trial] court commit an error of law in relying on the **LeDonne v. Kessler** case to the exclusion of other caselaw and finding that [Lublin] violated the UTPCPL and by permitting [Notte] to show reliance outside the [AOS] in violation of the parol evidence rule?
4. Did the [trial] court commit an error of law and [make] a finding against the weight of the evidence in deciding that [Notte] met her burden of proof under the UTPCPL with regard to proving fraudulent misrepresentations by clear and convincing evidence?
5. Did the [trial] court commit an error of law and make a decision against the weight of the evidence in finding that [Notte] could not discern through a real estate inspection the condition of the existence of a problem with the foundation walls and party walls?
6. Did the [trial] court commit an error of law and make a decision against the weight of the evidence in finding that Pillar to Post could not observe any issues with the foundation wall or party wall?
7. Did the [trial] court commit an error of law and abuse its discretion by qualifying Mr. VanSciver as an expert in water intrusion in a basement?
8. Did the [trial] court commit an error of law and abuse its discretion in awarding [Notte] attorney fees and not discounting the fees awarded?

Appellant's Brief, at 4-6 (renumbered for ease of disposition). Many of Lublin's issues are interrelated and will be addressed accordingly.⁶

Our scope and standard of review when reviewing a trial court's verdict in a bench trial is well-established.

Our standard of review in non-jury trials is to assess whether the findings of facts by the trial court are supported by the record and whether the trial court erred in applying the law. Upon appellate review the appellate court must consider the evidence in the light most favorable to the verdict winner and reverse the trial court only where the findings are not supported by the evidence of record or are based on an error of law. Our scope of review regarding questions of law is plenary.

Robins v. Robins, 338 A.3d 184, 188 (Pa. Super. 2025) (citation omitted).

Lublin's first three issues concern the trial court's interpretation and application of the UTPCPL. Lublin argues that the integration clause in the AOS disclaimed any reliance on any representations made outside of the AOS, considering representations outside of the AOS would violate the parol evidence rule, and therefore, Notte was bound by the integration clause and consequently could not establish justifiable reliance on any representations made outside of the AOS. **See** Appellant's Brief, at 20-31.

⁶ Notte filed an application to dismiss Lublin's appeal for various violations of the Rules of Appellate Procedure. **See** Application to Dismiss, 2/11/25. We may dismiss an appeal for failing to comply with the Rules of Appellate Procedure where such a failure hinders our ability to conduct meaningful appellate review. **See *Riverview Carpet & Flooring, Inc. v. Presbyterian SeniorCare***, 299 A.3d 937, 987 n.42 (Pa. Super. 2023). Here, because Lublin's alleged minor violations of the Rules of Appellate Procedure do not hinder our appellate review, we deny Notte's application to dismiss Lublin's appeal. Therefore, we proceed to the merits.

Additionally, Lublin argues that the trial court erred in concluding that an exception to the parol evidence rule applied based on its application of the balancing test set forth in **LeDonne v. Kessler**, 389 A.2d 1123 (Pa. Super. 1978). **See** Appellant's Brief, at 36-46. Lublin argues that **LeDonne** did not establish a balancing test for the application of the parol evidence rule in real estate inspection cases but instead was decided based on the fact that the integration clause in **LeDonne** was limited to only the physical appearance of the property and therefore, representations regarding the septic system fell outside the scope of the integration clause. **See** Appellant's Brief, at 38-40. According to Lublin, the integration clause at issue here was broader than the one at issue in **LeDonne** and therefore, any prior representations fell within the scope of the integration clause and were barred by the parol evidence rule. **See id.** at 40. Accordingly, Lublin asserts that the trial court erred in finding that he violated the UTPCPL.

We have often reviewed the enactment and intent behind the UTPCPL:

The purpose of the UTPCPL is to protect the public from fraud and unfair or deceptive business practices. It is to be liberally construed in order to effectuate its purpose. In order for a private individual to bring a cause of action, that individual must first establish the following: 1) that he or she is a purchaser or lessee; 2) that the transaction is dealing with "goods or services"; 3) that the good or service was primarily for personal, family, or household purposes; and 4) that he or she suffered damages arising from the purchase or lease of goods or services.

In order to prevail under the UTPCPL, a plaintiff must then prove the following: 1) the defendant was engaged in unfair methods of competition and unfair or deceptive acts or practices, and 2) the

transaction between plaintiff and defendant constituted “trade or commerce” within the meaning of the UTPCPL.

Fazio v. Guardian Life Ins. Co. of Am., 62 A.3d 396, 409 (Pa. Super. 2012) (citation and brackets omitted).

The “catch-all” provision of the UTPCPL covers claims of common law fraud. **See** 73 P.S. § 201-2(4)(xxi) (defining “unfair or deceptive acts or practices,” as, in part, “[e]ngaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.”). “[I]n real estate transactions, fraud arises when a seller knowingly makes a misrepresentation, undertakes a concealment calculated to deceive, or commits non-privileged failure to disclose.” **Milliken v. Jacono**, 60 A.3d 133, 141 (Pa. Super. 2012), *affirmed*, 103 A.3d 806 (Pa. 2014) (citation omitted). Of course, a seller of real estate can only be liable for misrepresenting or failing to disclose objective material defects. **See id.** at 141. Additionally, the plaintiff in a consumer protection case must prove justifiable reliance. **See Toy v. Metro. Life Ins. Co.**, 928 A.2d 186, 202 (Pa. 2007).

Relatedly, the parol evidence rule establishes that,

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

Gasbarre Prods., Inc. v. Smith, 270 A.3d 1209, 1220 (Pa. Super. 2022) (citation and ellipsis omitted). Therefore, “[o]nce a writing is determined to be the parties’ entire contract, the parol evidence rule applies and evidence of any previous oral or written negotiations or agreements involving the same subject matter as the contract is almost always inadmissible to explain or vary the terms of the contract.” ***Id.*** (citation omitted). However, Pennsylvania courts have recognized an exception to the parol evidence rule in real estate transaction cases. ***See, e.g., Rudy v. Lesniak***, 343 A.3d 1261, 1276-81 (Pa. Super. 2025). The application of the exception to the parol evidence rule is governed by the balancing test set forth in ***LeDonne***.

The test enunciated for this type of case, as stated by the ***LeDonne*** Court, requires a balancing test of the extent of the parties’ knowledge of objectionable conditions derived from a reasonable inspection against the extent of the coverage of the contract’s integration clause in order to determine whether that party could justifiably rely upon oral representations without insisting upon further contractual protection or the deletion of an overly broad integration clause.

Id. at 1278 (citations and brackets omitted). The rationale for the ***LeDonne*** test is to protect buyers of real estate who “are pragmatically incapable of fully ascertaining the physical condition of the property they are buying[,]” whereas the “[s]ellers of such property, on the other hand, are customarily in possession of all the available information concerning the condition of the property.” ***Id.*** at 1278 n.14 (quoting ***1726 Cherry St. P’ship v. Bell Atl. Props., Inc.***, 653 A.2d 663, 670 n.6 (Pa. Super. 1995)).

Lublin is mistaken that **LeDonne** only applies to cases where the misrepresentations fell outside the scope of the integration clause. Numerous cases, many of which included broad integration clauses, have recognized the exception to the parol evidence rule in real estate inspection cases pursuant to the balancing test set forth in **LeDonne**. *See, e.g., Rudy*, 343 A.3d at 1276-81 (Pa. Super. 2025) (discussing **LeDonne** and its progeny). As this case is a real estate inspection case, it is subject to the **LeDonne** balancing test.

The trial court explained its consideration of the **LeDonne** test, in light of the evidence, in detail.

In his written Disclosure Statement, [Lublin] represented that he was unaware of: deterioration of walls or foundations; water issues in the basement or crawl spaces; any repairs for water problems; or any material defects to the Property. In addition, [Lublin] made no disclosure regarding the renovations he had done to the basement.

At trial, [Lublin] testified that he did not disclose the changes he made to the basement in the Disclosure Statement because to him, "that's not an alteration." [Lublin] also testified that he had visited the basement of the Property and did not notice the damage on the walls because "there was stuff in the basement, ... the property had to be cleaned out." **The court found [Lublin's] testimony evasive and not credible.** Regardless of his personal observations of the condition of the foundation, [Lublin] had his contractors install sheetrock throughout the basement to cover the foundational walls. Moreover, there was no evidence that [Lublin] obtained a permit from the City authorizing the work in the basement. Even if [Lublin] did not see the condition of the foundational walls, which the court found questionable, [Lublin] had contractors on site for a year while the Property was renovated. The court further noted that [Lublin] has fifty-four (54) years of experience in the real estate business and has sold thousands of homes for others. Given his extensive

background, **the court found that [Lublin's] professed ignorance of both the condition of the foundational walls and the nature of the basement alterations to strain credulity.**

Mr. Lepore, one of [Lublin's] contractors, testified at trial that he was not aware of the condition of the basement, and he was not concerned that [Notte] would sue him. **The court did not find Mr. Lepore's testimony credible.** Mr. Lepore helped to install tile flooring and framing in the basement, and he personally sheetrocked over the walls of half of the basement, from the middle of the stairwell to the front of the basement. Given Mr. Lepore's experience as a contractor and the extent of the work he performed on the Property, and weighed against [Notte's] testimony regarding her conversations with Mr. Lepore, **the court did not believe that Mr. Lepore remained unaware of the deteriorated and damaged condition of the foundation.** It was beyond credulity for Mr. Lepore to claim that he was unaware of the foundation wall condition; he personally installed sheetrock to cover it up.

The court concluded that [Lublin] knew or should have known of the deterioration of the foundation and the water intrusion in the basement based on the following facts: (1) [Lublin] owned the property for an entire year while his contractors renovated the Property; (2) all of the foundational walls were visible before [Lublin] ordered his contractors to cover it with sheetrock; (3) the foundational walls were in a crumbling, damaged, and deteriorating state, which had been ongoing for many years; (4) [Lublin] visited the Property four to six or more times before selling it to [Notte]; (5) in some areas of the basement, there were two layers of sheetrock concealing the damaged foundation; (6) [Notte's] testimony that Mr. Lepore told her that [Lublin] was informed about the condition of the basement; and (7) the implausibility that [Lublin], who has over fifty years of experience in the real estate industry, would not have recognized the signs of foundational deterioration and water intrusion during his multiple visits to the Property. Accordingly, **the court found that [Lublin] misrepresented the condition of the foundation and the presence of water problems in his Disclosure Statement.**

The court further found that [Notte] could not have readily ascertained whether the foundation was sound and could

not have possessed full knowledge of the foundation's physical appearance and adequacy; [Lublin's] contractor covered all the foundational walls with sheetrock, except for a small unlit area behind the heater, which was not readily visible nor easily accessible. Thus, the damaged condition of the foundational walls could not be detected during a reasonable home inspection. Indeed, Mr. VanSciver could only discover the damaged and deteriorating condition of the foundational walls by tearing out the sheetrock, which he did in October 2018. **This court found credible the testimonies of [Notte] and Mr. VanSciver.**

Based on these facts, it is understandable that neither [Notte] nor her professional home inspector, Pillar and Post, could have observed any evidence of damage to the foundational walls during the home inspection conducted prior to the closing. [Notte] testified that she "would have never signed the disclosure had [she seen] those cracks. But nobody could see them because the wall was completely sealed."

Because [Notte] could not discern through visual inspection alone the existence of the foundation problem, the integration clause of the [AOS] did not bar the admission of evidence of [Lublin's] misrepresentations concerning the foundation and resulting water problems. [Notte] was fraudulently induced to sign the [AOS] and purchase the Property because [Lublin] made false representations in the Disclosure Statement by asserting that he was unaware of any water leakage in the basement during his period of ownership, and the objectionable condition of the foundational wall was not readily apparent from an inspection by [Notte] or the home inspector she hired.

Trial Court Opinion, 12/5/25, at 20-24 (emphasis added) (brackets and unnecessary capitalization omitted).

We discern no error of law or abuse of discretion. As explained by the trial court, the parol evidence rule did not bar consideration of written statements prior to the AOS. In the Disclosure Statement Lublin represented

there were no issues with water leakage or with the structural and foundational walls. Based on the evidence presented, the trial court found that Notte justifiably relied on the Disclosure Statement which contained material misrepresentations that fraudulently induced Notte to purchase the Property. Therefore, Lublin is not entitled to relief.

In Lublin's next series of issues, he challenges certain factual findings made by the trial court.⁷ Specifically, he argues that the evidence did not support the trial court's findings that he had knowledge of, or should have known of, the defective conditions and that Pillar to Post could not observe any issues with the foundation walls during inspection. **See** Appellant's Brief, at 31-36, 52-56. Lublin's position is belied by the record.

As explained above, the trial court weighed the evidence and found that Lublin had knowledge of or, should have known of, the issues with the basement walls and the record supported the trial court's findings. Additionally, the trial court's finding that the issues with the foundation walls could not be observed during inspection was supported by evidence that "[Lublin's] contractor covered all the foundational walls with sheetrock, except

⁷ In his issue statement and argument section, it is unclear whether Lublin is challenging the sufficiency or the weight of the evidence. Accordingly, these issues are waived for lack of development. **See *Krishnan v. Cutler Grp., Inc.***, 171 A.3d 856, 894 (Pa. Super. 2017) (finding issue waived where it was unclear whether the appellant was raising a sufficiency or weight challenge). Regardless, the issues are meritless because the trial court's findings were supported by the record.

for a small unlit area behind the heater, which was not readily visible nor easily accessible[,]” and Notte’s testimony that “nobody could see [the cracks in the wall] because the wall was completely sealed.” Trial Court Opinion, 12/5/25, at 23-24. Further, the damage to the foundation walls was only discovered once VanSciver tore out the sheetrock covering the walls in October 2018. **See** N.T., 1/9/25, at 34. “It is not the role of an appellate court to pass on the credibility of witnesses; hence we will not substitute our judgment for that of the factfinder.” **Fazio**, 62 A.3d at 413 (citation omitted). Therefore, Lublin’s issues challenging the trial court’s factual findings are without merit.

For his seventh issue, Lublin asserts that the trial court abused its discretion by qualifying VanSciver as an expert. “The qualification of a witness as an expert rests within the sound discretion of the trial court, and the court’s determination in this regard will not be disturbed absent an abuse of discretion.” **Commonwealth v. Toritto**, 67 A.3d 29, 37 (Pa. Super. 2013) (citation omitted). Under Pennsylvania Rule of Evidence 702:

A witness who is qualified as an expert by knowledge, skill, experience, training, or education may testify in the form of an opinion or otherwise if:

- (a) the expert’s scientific, technical, or other specialized knowledge is beyond that possessed by the average layperson;
- (b) the expert’s scientific, technical, or other specialized knowledge will help the trier of fact to understand the evidence or to determine a fact in issue; and

(c) the expert's methodology is generally accepted in the relevant field.

Pa.R.E. 702

When reviewing the qualifications of an expert we are mindful of the following:

The standard for qualification of an expert witness is a liberal one. The test to be applied when qualifying an expert witness is whether the witness has any reasonable pretension to specialized knowledge on the subject under investigation. A witness does not need formal education on the subject matter of the testimony, and may be qualified to render an expert opinion based on **training and experience**.

Commonwealth v. Yale, 150 A.3d 979, 985 n.11 (Pa. Super. 2016) (citations and ellipsis omitted) (emphasis in original).

At trial, VanSciver was qualified as an expert in home remodeling and restoring homes. **See** N.T., 1/9/25, at 28. Lublin argues that the trial court abused its discretion in allowing VanSciver to testify about water intrusion issues because VanSciver was only a "general contractor" and had no expertise of the subject. **See** Appellant's Brief, at 50.

The trial court explained its reasoning for qualifying VanSciver as an expert and allowing him to testify as to the condition of the basement walls and water intrusion.

With decades of practical experience in home remodeling and structural restoration, Mr. VanSciver possessed the specialized knowledge, training, and expertise necessary to assist the trier of fact in understanding the nature and cause of the defects at issue. **See** Pa.R.E. 702(a)-(b). His opinions were grounded in personal inspection, extensive hands-on experience, and a reliable application of his technical observations to the [P]roperty's

conditions, satisfying the requirement that the methodology employed be generally accepted in the relevant field. **See** Pa.R.E. 702(c). His lack of formal engineering licensure did not preclude qualification, as his practical expertise met the standards of Pa.R.E. 702.

Trial Court Opinion, 12/5/25, at 24-25.

Based on our review of the record, we discern no abuse of discretion. VanSciver had over forty years of experience doing home remodeling and restorations which included working on basement foundations. **See** N.T., 1/9/25, at 18. His work history involved completely stripping homes down to the studs and foundations and rebuilding them. **See id.** He did this for over a thousand homes. **See id.** at 19. This included experience with how to address foundations that were weak from water damage and moisture leaks. **See id.** at 20. Although VanSciver did not have a formal education on the subject matter, such an extensive work history amounts to a “reasonable pretension to specialized knowledge” related to the issue of water damage to basement foundations. **See Yale**, 150 A.3d at 985 n.11. Therefore, Lublin is not entitled to relief.

In his final issue, Lublin asserts that the trial court abused its discretion in awarding attorney’s fees to Notte.⁸ Lublin only offers conclusory statements

⁸ Notte asserts that Lublin has waived this issue because he did not include it in his concise statement of errors complained of on appeal. **See** Application for Relief, 2/11/26, at 8-9. Lublin argues that he preserved the issue because the order specifying the amount of attorney’s fees was not entered until after he already filed his concise statement, and in one sentence of issue 14 of his (*Footnote Continued Next Page*)

for why the trial court should not have awarded attorney's fees. However, he argues that Notte is not entitled to any attorney's fees for work related to her unsuccessful breach of contract claim, and therefore, the trial court abused its discretion by awarding attorney's fees for counsel's total time worked without parsing out which amount of time was devoted to the breach of contract claim. **See** Appellant's Brief, at 47-49.

"In reviewing a trial court's award of attorneys' fees, our standard is abuse of discretion." ***Pelissero v. Seraly***, 247 A.3d 433, 438 (Pa. Super. 2021) (citations omitted). "The default rule in Pennsylvania is that litigants bear responsibility for their own costs and attorney's fees in the absence of express statutory authorization for fee awards, contractual fee-shifting, or some other recognized exception." ***Kessock v. Conestoga Title Ins. Co.***, 194 A.3d 1046, 1059 (Pa. Super. 2018) (citation omitted). The UTPCPL permits the trial court to award a successful plaintiff "reasonable attorney fees." 73 P.S. § 201-9.2. Notably, "the fee-shifting statutory provision of the

concise statement he asserted that there was "no legal basis to double the alleged damages and award attorney's fees." Reply Brief, at 20. This brief statement was too vague to preserve a challenge to the trial court's award of attorney's fees. **See** Pa.R.A.P. 1925(b)(4)(ii). Indeed, the trial court did not address the issue in its opinion. The proper procedure for Lublin was to file an application to file a supplemental concise statement which would have allowed for the trial court to file a supplemental opinion on the matter. **See Commonwealth v. Young**, 2023 WL 7325405, at *2 n.6 (Pa. Super. filed Nov. 7, 2023) (unpublished memorandum) (describing such procedure in the context of a criminal appeal). Nevertheless, as explained below, we reviewed this issue and find that Lublin's argument is without merit.

UTCPL is designed to promote its purpose of punishing and deterring unfair and deceptive business practices and to encourage experienced attorneys to litigate such cases, even where recovery is uncertain.” **Krishnan**, 171 A.3d at 903 (citation omitted).

When awarding attorney’s fees under the UTCPL, the court should consider the following factors:

(1) The time and labor required, the novelty and difficulty of the questions involved and the skill requisite properly to conduct the case; (2) The customary charges of the members of the bar for similar services; (3) The amount involved in the controversy and the benefits resulting to the clients from the services; and (4) The contingency or certainty of the compensation.

Dibish v. Ameriprise Fin., Inc., 134 A.3d 1079, 1092 (Pa. Super. 2016) (citations omitted).

Further, we have previously stated that “a court in awarding attorney fees under the UTCPL must link the attorney fee award to the amount of damages a plaintiff sustained under [the UTCPL], and eliminate from the award of attorney fees the efforts of counsel to recover on non-UTCPL theories.” **Neal v. Bavarian Motors, Inc.**, 882 A.2d 1022, 1031-32 (Pa. Super. 2005). However, “where the plaintiffs are proceeding on multiple theories of relief, including under the UTCPL, it is difficult to parse out the time between the UTCPL claim and other causes of action.” **Bradford v. Matott**, 2026 WL 1180162, at *15 (Pa. Super. filed April 30, 2026)

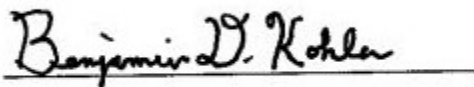
(unpublished memorandum)⁹ (quoting ***Boehm v. Riversource Life Ins. Co.***, 117 A.3d 308, 335 (Pa. Super. 2015)). Accordingly, where both the UTPCPL and non-UTPCPL claims involve a common core of facts such that counsel's time is dedicated to the litigation as a whole, it is not feasible to divide counsel's time on a claim-by-claim basis. **See *Boehm***, 117 A.3d at 335.

Here, both the breach of contract claim and the UTPCPL involved the same common core of facts. In fact, Lublin recognized this in his motion for summary judgment. **See** Motion, 12/5/22, at ¶ 25 ("[Notte's] breach of contract claims, like all other claims in her Complaint, are premised on the representations allegedly made by [Lublin] before the parties entered into the [AOS]."). Accordingly, we discern no abuse of discretion with the trial court awarding attorney's fees for the total time worked.

Based on the foregoing, we affirm.

Judgment affirmed.

Judgment Entered.

A handwritten signature in black ink that reads "Benjamin D. Kohler". The signature is written in a cursive style and is positioned above a horizontal line.

Benjamin D. Kohler, Esq.
Prothonotary

Date: 10/6/2026

⁹ Unpublished memorandums of this Court filed after May 1, 2019, may be cited as persuasive authority. **See** Pa.R.A.P. 126(b).