

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE**

WILMINGTON SAVINGS FUND	)	
SOCIETY, F.S.B.,	)	
	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. N24J-01079
	)	
	)	
H. ADAM WAHL, III, and	)	
BROOKSIDE PROPERTIES, LLC,	)	
	)	
Defendants.	)	

**CORRECTED SUPPLEMENTAL ORDER<sup>1</sup>**

On January 28, 2025, an evidentiary hearing was held to determine whether Wilmington Savings Fund Society, F.S.B. (“WSFS”) could enforce the confession of judgment provisions in the H. Adam Wahl, III (“Wahl”) Commercial Guaranty dated October 2, 2017,<sup>2</sup> and the Brookside Properties, LLC (“Brookside”) Commercial Guaranty dated March 24, 2021.<sup>3</sup>

Wahl, the signatory of both Guarantees at issue, testified at the January 28, 2025 evidentiary hearing. After Wahl testified, WSFS sought to call as its next

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<sup>1</sup> A typographical error has been corrected herein.

<sup>2</sup> WSFS Hearing Exhibit 4: Wahl’s personal Commercial Guaranty signed on October 2, 2017.

<sup>3</sup> WSFS Hearing Exhibit 8(d)- Brookside Commercial Guaranty signed by Wahl on behalf of Brookside on March 24, 2021.

witness its loan officer, John Matarese. The Court advised WSFS that it did not need to call its loan officer since Wahl's testimony was so clearly dispositive of the issue presented herein.<sup>4</sup>

Following the January 28, 2025 evidentiary hearing, on July 31, 2025, in a detailed Opinion and Order, this Court held that the confession of judgment provisions at issue were valid and enforceable against Wahl and Brookside and that WSFS was entitled to confess judgment against them.<sup>5</sup>

On appeal, Wahl contended that because the WSFS loan officer did not testify at the evidentiary hearing, this Court "failed to consider all facts necessary to effectively employ the totality of circumstances standard" as to the enforceability of the confession of judgment provisions in the loan documents at issue. Yet, at the evidentiary hearing, Wahl never raised any objection to the Court's guidance to WSFS that it did not need to call its loan officer. Wahl never advised the Court at the evidentiary hearing that Wahl also wanted to call WSFS's loan officer as a witness and believed that the WSFS loan officer's testimony was necessary for a full consideration of the totality of the circumstances analysis.

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<sup>4</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 133-137.

<sup>5</sup> *WSFS v. Wahl, et al.*, 2025 WL 2206759 (Del.Super.).

Because Wahl never raised any objection to the Court’s statement directed to WSFS at the January 28, 2025 evidentiary hearing, he does not appear to have preserved the Court’s “ruling”, and he should be precluded from raising it on appeal.<sup>6</sup>

In any event, this matter was recommitted back with instructions to reopen the evidentiary record for the limited purpose of including the testimony of the WSFS loan officer John Matarese. The evidentiary hearing for this limited purpose was held on February 13, 2026.

In this Supplemental Order, the citations to the January 28, 2025 evidentiary hearing are to Wahl’s testimony, and the citations to the February 13, 2026 evidentiary hearing are to the WSFS loan officer, John Matarese’s, testimony.

### **TOTALITY OF FACTS AND CIRCUMSTANCES ANALYSIS**

Unbeknownst to this Court prior to Matarese’s testimony at the February 13, 2026 evidentiary hearing, it was Wahl, not WSFS, that selected the loan documents of which Wahl now complains should not be enforced according to their terms. Believing that it was WSFS that chose the loan documents at issue, in the Court’s July 31, 2025 Opinion and Order<sup>7</sup>, this Court employed the four factor test generally used to determine whether a confession of judgment provision should be enforceable

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<sup>6</sup> See, D.R.E. 103; *Yankanwich v. Wharton*, 460 A.2d 1326, 1330 (Del. 1983).

<sup>7</sup> *WSFS v. Wahl, et al.*, 2025 WL 2206759 (Del.Super.).

against the signor of a loan document which contained this provision.<sup>8</sup> Employing the four factor test to the facts and circumstances of this case, this Court concluded that there was no question that the confession of judgment provisions in the Commercial Guaranties signed by Wahl personally on October 2, 2017, and on behalf of his solely owned company, Brookside, on March 24, 2021, were valid and enforceable against Wahl and Brookside, respectively.<sup>9</sup>

However, had the Court known that Wahl, not WSFS, chose the loan documents at issue, an analysis of the four-factor test would have been unnecessary. That test is employed to ensure that the drafter of the loan document does not overreach and take advantage of the signor when presenting the loan documents to be signed. But when it is the signor of the loan documents that is the party that selected the use of the loan documents at issue, the utilization of the four- factor test is unnecessary and unwarranted.

In this case, WSFS asked Wahl whether Wahl wanted to use the WSFS LaserPro internally generated loan documents in which the general, boilerplate terms were already provided or whether he wanted to negotiate all the loan terms.<sup>10</sup> Wahl

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<sup>8</sup> *Id.* at 8-9; See, *Pellaton v. Bank of NY*, 592 A.2d 473, 476-477 (Del. 1991)(four factor test includes: (1) signor's business sophistication; (2) whether signor sought legal assistance or had ample means and opportunity to do so; (3) whether both the lender and the borrower took the necessary steps to ensure that the borrower/guarantor read and understood the loan terms; and (4) whether the signor had the opportunity to review the loan documents.); See also, *Harrington Raceway, Inc. v. Vautrin*, 2001 WL 1456873, \*3 (Del.Super.).

<sup>9</sup> *Id.* at 8-10.

<sup>10</sup> February 13, 2026 Evidentiary Transcript, at pgs. 29-30.

told WSFS that the LaserPro internally generated loan documents were fine for use in the subject loan transactions.<sup>11</sup> Wahl could have negotiated all the loan terms but elected not to do so and it was Wahl, not WSFS, that made the decision to use WSFS's internally generated loan documents. By doing so, Wahl made the decision to accept and be bound by WSFS's boilerplate general provisions, including the confession of judgment provision, rather than negotiate all the loan terms.

The boilerplate confession of judgment provision in the loan documents that Wahl chose to use was clear and conspicuous. It appeared in all capital letters, set forth in its own section, and in bold-faced type.<sup>12</sup> The loan documents, immediately above the signature line, also contained language in capital letters and bold-faced type that Wahl read and understood all of the provisions of these contracts before signing.<sup>13</sup>

The business relationship between Wahl and WSFS spanned numerous loan transactions in which WSFS extended millions of dollars in loans to Wahl and his multiple businesses over a period of years. Throughout Wahl's business relationship with WSFS, he signed, either in his representative capacity or personally, 27 loan

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<sup>11</sup> *Id.*

<sup>12</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 56-57; February 13, 2026 Evidentiary Transcript, at pg. 53.

<sup>13</sup> See, WSFS Hearing Exhibit 2 (Promissory Note) & 4 (Commercial Guaranty); January 28, 2025 Evidentiary Hearing Transcript, at pgs. 56-57, 72-73.

documents containing the same confession of judgment provision using the loan documents that he elected to use for the loan transactions.<sup>14</sup>

Wahl, having chosen the loan documents at issue, and having accepted the benefits of the loan transactions, cannot now, after a default of the loan, claim that the loan documents should not be enforced according to their terms. Wahl cannot now unilaterally rewrite and redefine the loan terms to make them more favorable to him and his company, Brookside.

The Commercial Guaranties at issue are enforceable on their terms, including the confession of judgment provisions.

Although the fact that Wahl, not WSFS, chose the loan documents to be used for the loan transactions at issue is, in and of itself, dispositive of this matter, the Court, for the sake of completeness, will engage in a complete totality of circumstances analysis.

### **The Parties Business Relationship**

Wahl owned multiple businesses. One of those businesses was Quality Heating and Air Conditioning, Inc. (“QHA”), a company that fabricated and installed sheet metal ductwork. Wahl was the president and sole shareholder of QHA. Another company that Wahl solely owned and controlled was Brookside,

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<sup>14</sup> February 13, 2026 Evidentiary Transcript, at pgs. 51-52; January 28, 2025 Evidentiary Hearing Transcript, at pgs. 56-57.

the company which owned a building that Wahl leased to QHA and that served as QHA's fabrication shop to perform the fabrication work.<sup>15</sup> Wahl also solely owned Wahl Properties, LLC, a company that held Wahl's commercial and residential real estate properties,<sup>16</sup> and Wahl also jointly owned with his wife, AKW Properties, LLC, ("AKW"), a company which held additional commercial and residential real estate properties.<sup>17</sup>

In 2017, Wahl switched his financial business relationship from PNC to WSFS. During their business relationship, Wahl borrowed from WSFS over \$9 million dollars on behalf of his various companies. He borrowed money from WSFS for the purchase of a building which he held through AKW, his jointly held company with his wife.<sup>18</sup> He borrowed millions of dollars on behalf of QHA. WSFS extended to QHA a \$6 million line of credit<sup>19</sup>, which through the years was raised to \$7.5 million<sup>20</sup>, then to \$8 million,<sup>21</sup> then lowered to \$7.5 million<sup>22</sup>, then lowered to \$7 million<sup>23</sup>, then lowered to \$6.5 million<sup>24</sup>. WSFS extended a \$1 million loan to QHA

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<sup>15</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 64-65.

<sup>16</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 64-66.

<sup>17</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 62-64.

<sup>18</sup> WSFS Hearing Exhibit 11(a)- Promissory Note of AKW of August 28, 2017 and Exhibit 11(b)- Wahl Personal Commercial Guaranty.

<sup>19</sup> WSFS Hearing Exhibit 2- Promissory Note of QHA of October 2, 2017 and Exhibit 4-Wahl Personal Commercial Guaranty.

<sup>20</sup> WSFS Hearing Exhibit 5-Change in Terms Agreement dated August 8, 2018.

<sup>21</sup> WSFS Hearing Exhibit 6-Change in Terms Agreement dated February 28, 2019.

<sup>22</sup> WSFS Hearing Exhibit 7- Change in Terms Agreement dated April 10, 2020.

<sup>23</sup> WSFS Hearing Exhibit 8(a)-Change in Terms Agreement dated March 24, 2021.

<sup>24</sup> WSFS Hearing Exhibit 9-Change in Terms Agreement dated January 21, 2022.

for capital improvements<sup>25</sup>, and another \$500,000 loan to QHA for additional capital improvements.<sup>26</sup> WSFS extended a \$1.35 million line of credit to Wahl's company Brookside.<sup>27</sup>

In each loan transaction between the parties, Wahl signed a personal Commercial Guaranty guaranteeing the debt of his borrowing company. Each Commercial Guaranty that he signed personally guaranteeing the debt of his company contained the same confession of judgment provision. It is the personal Commercial Guaranty that Wahl signed on October 2, 2017 personally guaranteeing the QHA line of credit in the then-amount of \$6 million that is the first Commercial Guaranty at issue in this matter.

In addition to Wahl's personal Commercial Guaranty in some of the loan transactions, Wahl also signed Commercial Guarantees on behalf of one of his companies to secure the debt of another company that he solely owned. These Commercial Guarantees were also all signed by Wahl and they all contained the same confession of judgment provision.

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<sup>25</sup> WSFS Hearing Exhibit 13(a)-Promissory Note of QHA of February 28, 2019 and Exhibit 13(c)-Wahl Personal Commercial Guaranty.

<sup>26</sup> WSFS Hearing Exhibit 14(a)-Promissory Note of QHA of February 28, 2019 and Exhibit 14(c)-Wahl Personal Commercial Guaranty.

<sup>27</sup> WSFS Hearing Exhibit 12(a)-Promissory Note of Brookside dated August 8, 2018 and Exhibit 12(c)- Wahl Personal Commercial Guaranty.

It is the Commercial Guaranty that Wahl signed on behalf of Brookside on March 24, 2021 securing the QHA line of credit that is the second Commercial Guaranty at issue in this matter.

**Wahl is a Highly Sophisticated Businessman**

When a totality of circumstances analysis is employed, the signor's business sophistication and experience is a critical factor in determining the enforceability of the confession of judgment provision in a loan document.<sup>28</sup>

Despite Wahl's Herculean efforts to convince the Court otherwise, Wahl is, in fact, a highly sophisticated businessman. Wahl would like the Court to believe that he was naïve and inexperienced in business dealings especially as to financial loan transactions and that he blindly signed contracts without reading them.<sup>29</sup> The picture that Wahl seeks to paint of himself in this matter is incongruous to the highly sophisticated businessman that Wahl really is.

Wahl took over QHA from his father in the early 2000s and grew QHA from doing about \$4-5 million in annual sales to \$23-25 million.<sup>30</sup> At all relevant times hereto and for many years before, Wahl was the president of QHA and controlled

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<sup>28</sup> *Customers Bank v. Zimmerman*, 2013 WL 6920558, \*4 (Del.Super. 2013); *Harrington Raceway, Inc. v. Vautrin*, 2001 WL 1456873, \*3 (Del.Super.).

<sup>29</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 84-85.

<sup>30</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 15-16, 22-23, 31; February 13, 2026 Evidentiary Transcript, at pgs. 54-56, 67-68.

QHA and he managed its day-to-day operations.<sup>31</sup> During his tenure, QHA employed as many as 200 employees.<sup>32</sup> All the Vice-Presidents and Superintendents at QHA reported to Wahl.<sup>33</sup>

QHA contracted with commercial clients consisting of government entities, institutions and other businesses and those customer contracts ranged from hundreds of thousands to millions of dollars.<sup>34</sup> Wahl, as president and sole shareholder, oversaw the bidding of these jobs.<sup>35</sup>

Contrary to Wahl's representation that he signed the QHA customer contracts without reading them, in reality, Wahl reviewed all the QHA customer contracts to make sure there were no "liquidated damage provisions", which he understood was "a big, big thing", and he would also scan the customer contracts to make sure the contract amount was correct, and the scope of work was correct.<sup>36</sup> It was the general, boilerplate contract provisions that Wahl did not concern himself with.<sup>37</sup>

Let that sink in a moment. Wahl is not the country bumkin he was pretending to be at the evidentiary hearing. He clearly understands the significance of damage

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<sup>31</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 15-16, 22-23, February 13, 2026 Evidentiary Transcript, at pgs. 54-56, 67-68.

<sup>32</sup> January 28, 2025 Evidentiary Hearing Transcript, at pg. 30.

<sup>33</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 18-19, 43-44, 78-79

<sup>34</sup> February 13, 2026 Evidentiary Transcript, at pgs. 54-56; January 28, 2025 Evidentiary Hearing Transcript, at pg. 61.

<sup>35</sup> February 13, 2026 Evidentiary Transcript, at pgs. 54-56.

<sup>36</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 88-89.

<sup>37</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 88-89.

provisions in contracts. Despite his representations to the contrary, Wahl is not blindly signing contracts and will not sign any contract that includes a damage provision that he disapproves of.

Turning to Wahl's sophistication with financial transactions, WSFS's loan officer, Matarese, noted that the unsophisticated, uneducated signer of documents that Wahl was pretending to be at the evidentiary hearing was not the same Wahl he dealt with during their business relationship.<sup>38</sup>

To glean the level of Wahl's actual sophistication in financial transactions, review the contemporaneous email exchanges between Wahl and WSFS's loan officer, Matarese, on December 12-14, 2018<sup>39</sup> and December 22-27, 2022<sup>40</sup> as they are discussing and negotiating sophisticated loan transactions. These two sophisticated businessmen are going back and forth discussing loan terms. Wahl is asking Matarese where they "term[ed] out"<sup>41</sup>, raising concerns about posting jointly held property as collateral,<sup>42</sup> and discussing how "ERC proceeds" should be treated.<sup>43</sup>

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<sup>38</sup> February 13, 2026 Evidentiary Transcript, at pg. 57.

<sup>39</sup> WSFS Trial Exhibit 37.

<sup>40</sup> WSFS Trial Exhibit 34.

<sup>41</sup> WSFS Trial Exhibit 37.

<sup>42</sup> WSFS Trial Exhibit 34.

<sup>43</sup> WSFS Trial Exhibits 34.

The businessman negotiating these sophisticated loan transactions cannot be reconciled with the man who testified at the January 28, 2025 evidentiary hearing complaining that Matarese did not explain basic loan terms to him.

By way of example, in the December 12-14, 2018 email exchange, Wahl asks Matarese where they agreed to “term out.” To which Matarese responds: “I was thinking terming out \$1.5m (\$1,000,000 for the capital improvements to move under one roof) + \$500,000 of the line balance to term out (over 7 years). Then we’d keep the \$7,500,000 line for another 12 months while you work out the less profitable jobs (back to \$6M at 1/1/2020). Right now the line is at \$6.88, so we’d get that under \$6.5M with the \$1M “breathing room” and keeping the line where it is. That is assuming you have enough working capital to get these upcoming jobs started, but it’s important to note that you’re also sitting on almost \$1.5M in cash today.”<sup>44</sup>

Wahl responds: “I’m confused I talked to Manny [Wahl’s legal counsel] the line was going to 8 and he agreed you said 1.5 term. We would review in six months. We originally were thinking 10, with your help I order the coil line today 870K but it should make us a lot in the future.”<sup>45</sup>

In the December 22-27, 2022 email exchanges, Wahl and Matarese are discussing and negotiating a sophisticated three phase loan transaction that would

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<sup>44</sup> WSFS Trial Exhibit 37.

<sup>45</sup> WSFS Trial Exhibit 37.

require Wahl to personally guarantee the debts of his businesses, his wife would not be required to personally do so, but their jointly held real property would be required to be posted as collateral.<sup>46</sup>

These contemporaneous email exchanges reveal Wahl's true business acumen and reveal that he did not need Matarese's help in understanding basic loan terms such as what it means to be a guarantor. Wahl is a highly sophisticated businessman well informed and well-versed in financial loan transactions. As a sophisticated businessman, Wahl should be bound by the terms of the loan documents he signed and should not be permitted to unilaterally rewrite the terms of his sophisticated loan transactions.<sup>47</sup>

One additional point must be made regarding Wahl's financial sophistication.

Wahl appears to claim that Heather Pierce, QHA's controller, handled all of QHA's financial affairs.<sup>48</sup> He appears to be trying to infer that Ms. Pierce, not he, was sophisticated in business and loan transactions and that he just went along with whatever she prepared. While Ms. Pierce, QHA's controller, prepared QHA's financial statements, Wahl, as President (and sole shareholder), reviewed them.<sup>49</sup>

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<sup>46</sup> WSFS Trial Exhibit 34.

<sup>47</sup> *Pellaton v. Bank of New York*, 592 A.2d 473, 477 (Del. 1991); *Harrington Raceway, Inc. v. Vautrin*, 2001 WL 1456873, \*3 (Del.Super.).

<sup>48</sup> See, Defendants' Supplemental Post-Hearing Brief dated March 13, 2026, at pg. 3.

<sup>49</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 18-19, 43-44, 78-79.

More importantly, as to financial loan transactions, Wahl admits that he did not rely on Heather Pierce, or anyone else, to understand the loan transactions and documents.<sup>50</sup> As you will note, Ms. Pierce is not included on any of these email exchanges between Wahl and Matarese as they discuss and negotiate the complex loan transactions. Wahl was negotiating complex and sophisticated loan transactions with WSFS, not Heather Pierce. These email exchanges show Wahl's actual level of business sophistication in financial transactions, and reveal that Wahl was personally and intricately involved in his financial loan transactions with WSFS.<sup>51</sup>

**Wahl chose the loan documents of which he now complains**

As noted above, in this case, Wahl, not WSFS, chose the loan documents of which he now complains. This alone should be dispositive of the issue presented herein.

Wahl now complains that the loan documents used were WSFS internally generated forms and that these documents were nonnegotiable.<sup>52</sup> He further claims that he blindly signed these WSFS internally generated forms because he did not believe he had any leverage to negotiate the loan documents.<sup>53</sup>

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<sup>50</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 36, 67-69, 118.

<sup>51</sup> See, WSFS Trial Exhibits 34 and 37.

<sup>52</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 89-90.

<sup>53</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 85-86, 89-90.

Wahl never mentions that WSFS let him pick what loan documents he wanted to use. Wahl could have picked either the WSFS internally generated loan documents in which the boilerplate provisions would be nonnegotiable or whether he wanted to negotiate all the loan terms. It was Wahl that told WSFS that he was fine using the WSFS internally generated forms.<sup>54</sup> Wahl cannot now complain that the loan documents were nonnegotiable, when he was the party that made the decision to use those loan documents rather than to negotiate all the loan terms.

Wahl is not being truthful when he claims that he did not have believe he had any leverage. He had all the leverage. WSFS had been actively courting Wahl for years and was trying to win his business away from PNC.<sup>55</sup> That opportunity came in 2017, when Wahl told WSFS if it could prove to him that it could quickly close on the sale of a building he purchased, he would give WSFS his QHA business.<sup>56</sup>

WSFS proved to Wahl's satisfaction that it could close on the sale of the building quickly, and Wahl told WSFS that if WSFS would extend a \$6 million line of credit to QHA (\$1 million more than PNC was providing at the time), he would move the QHA business over to WSFS.<sup>57</sup> It is important to note that PNC did not

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<sup>54</sup> February 13, 2026 Evidentiary Transcript, at pgs. 29-30.

<sup>55</sup> February 13, 2026 Evidentiary Transcript, at pgs. 23-24.

<sup>56</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 95-96, 103.

<sup>57</sup> February 13, 2026 Evidentiary Transcript, at pg. 70.

want to lose Wahl's business and also offered to increase the QHA credit line to \$6 million.<sup>58</sup>

There is no merit to Wahl's contention that the loan documents at issue were contracts of adhesion being forced on him.<sup>59</sup> Contracts of adhesion are typically standard form contracts where the bargaining power of the drafter greatly outweighs that of the other party, and where the terms are presented on a take-it-or-leave-it basis.<sup>60</sup> Here, the loan documents were certainly not presented on a take-it-or-leave-it basis. Wahl was the party with the superior bargaining power and Wahl was given the choice to select the loan documents he wanted to use for the loan transactions.

Typically, in a contract of adhesion the dominant party knows that the other party would not accept the terms, and thus employs the practices of minute print, unintelligible legalese, or high-pressure sales tactics.<sup>61</sup> Here, the Confession of Judgment provision appeared the same in all the WSFS internally generated loan documents. This provision was not in small print or illegible. The Confession of Judgment provision appeared in all capital letters, set forth in its own section and in bold-faced type. All the loan documents also contained language in capital letters

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<sup>58</sup> February 13, 2026 Evidentiary Transcript, at pg. 70.

<sup>59</sup> See, Defendants' Supplemental Post-Hearing Brief dated March 13, 2026, at pg. 4: this matter involved the "all-important first guaranty that WSFS ever extracted from Wahl."

<sup>60</sup> *Bravos v. NVR, Inc.*, 2026 WL 78920, \*5 (Del.Super.).

<sup>61</sup> *Id.*

and bold-faced type that Wahl had read and understood the loan terms of that loan document before signing.<sup>62</sup>

In addition, Wahl admits that WSFS did not pressure him in any way to sign the loan documents at issue. Wahl concedes that he could have asked WSFS any question he wanted if he had any questions about the loan documents.<sup>63</sup> Wahl admits that he could have spent all the time he needed to review the loan documents prior to signing them. Nothing prevented Wahl from taking as long as he needed to review the loan documents.<sup>64</sup>

When the loan transaction does not involve unequal bargaining power or overreaching, and the agreement from the start was not a contract of adhesion, the confession of judgment provision is valid and enforceable against its maker.<sup>65</sup> Wahl, who chose to use the WSFS internally generated loan documents, cannot now complain that the WSFS internally generated loan documents were used. The Commercial Guaranties at issue, including the confession of judgment provisions, are valid and enforceable against Wahl and Brookside, respectively.

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<sup>62</sup> WSFS Hearing Exhibit 2 (Promissory Note) & 4 (Commercial Guaranty).

<sup>63</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 43, 67-68, 71.

<sup>64</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 71, 107, 127.

<sup>65</sup> *Harrington Raceway, Inc. v. Vautrin*, 2001 WL 1456873, \*3 (Del.Super.).

## Wahl's First Loan Transaction with WSFS

Wahl refers to the personal Commercial Guaranty he signed on October 2, 2017, as the “all-important first guaranty.”<sup>66</sup> It was not the first personal Commercial Guaranty that Wahl signed. The “all-important first guaranty” was signed by Wahl on August 28, 2017, about one month before the subject loan transaction.

In 2017, Wahl told WSFS that if WSFS proved to him that it could quickly close the sale of a building, he would move his business to WSFS.<sup>67</sup>

On August 28, 2017 the loan closing for the purchase of the building was held.<sup>68</sup> Wahl retained counsel, Attorney Bill Ward from Ward & Taylor, to represent him at this loan transaction.<sup>69</sup> This loan closing was held at Wahl's attorney's office. Matarese came to Wahl's attorney's office for the loan closing.<sup>70</sup>

In this loan transaction, Wahl and his wife, Kimberly, who is herself an attorney,<sup>71</sup> purchased a building that was to be held by their jointly held real estate company, AKW.<sup>72</sup>

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<sup>66</sup> See, Defendants' Supplemental Post-Hearing Brief dated March 13, 2026, at pg. 4: this matter involved the “all-important first guaranty that WSFS ever extracted from Wahl.”

<sup>67</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 95-96, 103.

<sup>68</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 29-30, 96-97.

<sup>69</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 104, 113.

<sup>70</sup> January 28, 2025 Evidentiary Hearing Transcript, at pg. 104.

<sup>71</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 29-30.

<sup>72</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 29-30, 96-97.

At the loan closing, Matarese walked Wahl and his wife through the loan documents.<sup>73</sup> The same WSFS internally generated loan documents that were used in all subsequent loan transactions were also used in this transaction. At the loan closing, Wahl and his wife signed the Promissory Note in the amount of \$320,000 on behalf of their company, AKW.<sup>74</sup> Wahl also personally signed a Commercial Guaranty guaranteeing the debt of AKW.<sup>75</sup> Wahl's attorney was present at the closing.<sup>76</sup>

Wahl was not relying on WSFS's loan officer, Matarese, to explain anything to him.<sup>77</sup> The only attorney at the closing was Attorney Ward, Wahl's attorney, with the exception of Wahl's wife, who was also an attorney. Wahl's attorney, Attorney Ward, watched while WSFS and the Wahls went through the loan documents and during the closing Wahl's attorney made comments regarding the loan documents from time to time.<sup>78</sup>

To the extent Wahl had any questions about the confession of judgment provision, or any of the other loan terms, in the Promissory Note which Wahl and

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<sup>73</sup> February 13, 2026 Evidentiary Transcript, at pgs. 73-74.

<sup>74</sup> WSFS Hearing Exhibit 11(a)- Promissory Note dated August 28, 2017 signed by Wahl and his wife containing the same confession of judgment provision as the Guarantees at issue herein.

<sup>75</sup> WSFS Hearing Exhibit 11(b)- Commercial Guaranty dated August 28, 2017 signed by Wahl containing the same confession of judgment provision as the Guarantee at issue herein.

<sup>76</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 104, 113.

<sup>77</sup> January 28, 2025 Evidentiary Hearing Transcript, at pg. 36.

<sup>78</sup> February 13, 2026 Evidentiary Transcript, at pg. 45.

his wife signed on behalf of AKW, and/or his personal Commercial Guaranty which Wahl signed personally guaranteeing the debt of AKW, Wahl could have, should have and would have addressed to his legal counsel sitting next to him at the loan closing representing his interests.

### **The First Commercial Guaranty at Issue- Wahl's Personal Guaranty**

The first Commercial Guaranty at issue in this matter is Wahl's personal guaranty guaranteeing his company's, QHA's, \$6 million line of credit which Wahl signed on October 2, 2017.

For this loan transaction, WSFS gave Wahl a choice whether he wanted to use the WSFS internally generated forms, the same forms used in the prior transaction one month before, or whether he wanted to negotiate all the loan terms. Wahl chose to use the same WSFS internally generated loan documents.<sup>79</sup>

Wahl couches this personal Commercial Guaranty as the "all-important first guaranty that WSFS ever extracted from Wahl."<sup>80</sup> However, it was not the first personal guaranty and WSFS did not extract anything. The "all-important first guaranty" was the personal Commercial Guaranty that Wahl signed on August 28, 2017 while represented by counsel. And WSFS was not "extract[ing]" anything. Wahl was allowing WSFS to replace his \$5 million line of credit to QHA with PNC,

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<sup>79</sup> February 13, 2026 Evidentiary Transcript, at pgs. 29-30.

<sup>80</sup> Defendants' Supplemental Post-Hearing Brief dated March 13, 2026, at pg. 4.

backed by his personal guaranty, with a \$6 million line of credit to QHA, backed by his personal guaranty,<sup>81</sup> using whatever loan documents Wahl wanted to use for the loan transaction.

The subject loan closing took place on October 2, 2017, at Wahl's office. Only Wahl and Matarese attended this closing. Wahl and Matarese went through the loan documents and Wahl signed them.<sup>82</sup> Wahl admits that they paged through all the documents, went through everything, and then he signed them.<sup>83</sup>

Matarese's usual practice is to walk through each loan document and explain it at a high level.<sup>84</sup> He usually pointed out the confession of judgment provision in either the Promissory Note or Commercial Guaranty, the provision was the same in both documents, and explain it at a high level.<sup>85</sup> At this loan transaction, Matarese pointed out the confession of judgment provision before Wahl signed the loan documents on October 2, 2017.<sup>86</sup>

Wahl now complains that the confession of judgment provision in the loan document, his personal Commercial Guaranty, that he elected to use in this loan transaction should not be enforceable because Matarese did not do enough to explain

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<sup>81</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 36-37, 40; February 13, 2026 Evidentiary Transcript, at pgs. 10-11.

<sup>82</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 86-87, 106, 108; February 13, 2026 Evidentiary Transcript, at pg. 59-60.

<sup>83</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 106, 108, 121.

<sup>84</sup> February 13, 2026 Evidentiary Transcript, at pg. 31.

<sup>85</sup> February 13, 2026 Evidentiary Transcript, at pgs. 33-35, 60.

<sup>86</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 108, 121-122.

this loan term to him. He also claims that the confession of judgment provision should not be enforceable against him because he never bothered to read the contract terms.

Wahl admits, however, that he was not relying on Matarese or anyone else to understand the loan documents.<sup>87</sup> There is no requirement that a loan officer explain a loan document to a sophisticated businessman who admittedly was not relying on the loan officer to understand the terms of the loan documents.<sup>88</sup>

Moreover, Wahl was the party that chose to use the loan documents at issue. Wahl, who clearly understands the significance of onerous damage provisions in contracts, wants us to believe that he chose the loan documents, and thereafter signed the loan documents, without ever reading them and making himself aware of the damage provisions in those loan documents. That is simply not credible.

What is more likely is that Wahl, having selected the loan documents that were to be used for this loan transaction, and having just seen those same loan documents one month before at his prior closing with WSFS while represented with counsel, did not feel the need to re-read the boilerplate provisions at his second loan closing with WSFS because he had just seen them and he knew they were all the same.

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<sup>87</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 36, 67-69.

<sup>88</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 43, 52, 67-68.

Wahl complains that the confession of judgment provision in his personal Commercial Guaranty should not be enforceable because he did have the loan documents prior to the loan closing October 2, 2017. Whether or not he had the loan documents prior to the October 2, 2017 really makes no difference. Wahl admits that WSFS was not pressuring him in any way to review the documents, that he could have taken as long as he wanted to review the loan documents, and that nothing or nobody was preventing him from taking all the time he needed to review the loan documents prior to signing them.<sup>89</sup> Wahl further admits that he could have asked WSFS any question he wanted if he had any questions about the loan documents.<sup>90</sup>

Wahl concedes that he had ample opportunity to review the loan documents, ask any questions about their meaning, and seek the assistance of counsel if desired.<sup>91</sup> Wahl admittedly would hire an attorney for any loan transaction he entered into, if he needed assistance. There was nothing and nobody preventing him from obtaining whatever legal assistance he needed, whenever he needed it.<sup>92</sup>

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<sup>89</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 69, 71, 107, 127.

<sup>90</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 43, 67-68, 71.

<sup>91</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 66-69, 113-115., February 13, 2026 Evidentiary Hearing Transcript, at pgs. 67-68, 122, 127.

<sup>92</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 66-69.

Wahl also claims that the confession of judgment provision in his personal Commercial Guaranty that he signed on October 2, 2017 should not be enforceable because he did not read any of the loan documents before signing them.<sup>93</sup>

The test that is usually employed to determine whether confession of judgment provisions in loan documents is enforceable against the signor includes an analysis as to whether both parties took the necessary steps to ensure the contract terms were read and understood.<sup>94</sup>

Here, WSFS did its part. The confession of judgment provision in the WSFS internally generated loan documents, including the personal Commercial Guaranty at issue, was clear and conspicuous and part of the loan transaction. The provision appeared in all capital letters, set forth in its own section, and in bold-faced type. Immediately above the signature line, the Commercial Guaranty contained language in capital letters and bold-faced type that Wahl read and understood all of the provisions of the loan document before signing.<sup>95</sup> Wahl admits that the WSFS loan officer was at the ready to answer any question he had about any of the loan terms in the loan documents. Wahl admits that WSFS was not pressuring him in any way to sign the documents.

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<sup>93</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 73-74.

<sup>94</sup> See, *Pellaton v. Bank of NY*, 592 A.2d 473, 476-477 (Del. 1991).

<sup>95</sup> See, WSFS Hearing Exhibit 2 (Promissory Note) & 4 (Commercial Guaranty); January 28, 2025 Evidentiary Hearing Transcript, at pgs. 72-73.

Matarese would not have been aware that Wahl had any issues or questions about any of the loan terms since Wahl told Matarese that he was fine with the use of these loan documents for this loan transaction.

WSFS did its part. It was undisputedly ready and available to answer any question that Wahl had regarding the loan documents, on Wahl's timetable. Wahl, however, did not take the necessary steps that he was required to take in order to ensure that he understood the terms of the loan documents, if he genuinely did not read the loan documents before signing them. Wahl told WSFS the loan documents were fine to use for this loan transaction. If Wahl made this representation to WSFS without first reading the loan documents, he only has himself to blame for his lack of knowledge about the loan terms. If Wahl again chose not to read the loan documents prior to signing them at the loan closing, he again only has himself to blame. His failure to read the loan documents, to perform his own due diligence, does not justify invalidating contract provisions.

Wahl's contention that he did not read the loan documents and that he made no effort to familiarize himself with his loan obligations, even if true, does not render the confession of judgment provision in the personal Commercial Guaranty at issue unenforceable. A party to a contract cannot accept its benefits and then object to its

perceived disadvantages by contending that his failure to read the contract justifies its avoidance.<sup>96</sup>

A debtor's failure to read a confession of judgment provision does not weigh against a finding of effective waiver if there was an adequate opportunity to review the document.<sup>97</sup> Otherwise, a contracting party can radically redefine his contract simply by proving that he had not read its stated terms.<sup>98</sup>

In this case, Wahl admits that the decision whether or not to read the loan documents was by his own choice.<sup>99</sup> Wahl admits that WSFS did not tell him not to read the document before signing it.<sup>100</sup> Wahl admits that there was nothing preventing him from the reading the loan documents.<sup>101</sup> He admits that he could have taken as long as he wanted to read them.<sup>102</sup> Wahl admits that WSFS did not tell him not to read the loan documents.<sup>103</sup>

A party to a contract must stand by the words of the contract and if he does not read what he signs, he alone is responsible for his omissions.<sup>104</sup> The failure to read a confession of judgment clause will not justify avoidance of it. This is

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<sup>96</sup> *Pellaton v. Bank of New York*, 592 A.2d 473, 477 (Del. 1991).

<sup>97</sup> *Customers Bank v. Zimmerman*, 2013 WL 6920558, at 3 (Del. Super. 2013).

<sup>98</sup> *Pellaton*, 592 A.2d at 477.

<sup>99</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 73-74.

<sup>100</sup> January 28, 2025 Evidentiary Hearing Transcript, at pg. 67.

<sup>101</sup> January 28, 2025 Evidentiary Hearing Transcript, at pg. 68.

<sup>102</sup> January 28, 2025 Evidentiary Hearing Transcript, at pg. 107.

<sup>103</sup> January 28, 2025 Evidentiary Hearing Transcript, at pg. 67

<sup>104</sup> *Pellaton v. Bank of New York*, 592 A.2d 473, 477 (Del. 1991); *Centric Bank v. Sciore et al.*, 2025 WL 3124373, \*8-9 (Pa.Super. 2025).

particularly true where the confession of judgment clause is clear and conspicuous and part of a commercial transaction.<sup>105</sup>

In this matter, Wahl chose the loan documents containing the loan terms of which he now complains. After having accepted millions of dollars in loans from WSFS to his multiple businesses over the course of the parties' business relationship spanning years, he now seeks to evade his obligations. The law is clear: A party to a contract must stand by the words of his contract, and if he does not read what he signs, he alone is responsible for his omission.<sup>106</sup>

Wahl's efforts to evade his obligations under his personal Commercial Guaranty signed on October 2, 2017, is unavailing. Wahl, a sophisticated and experienced businessman, cannot disclaim understanding or knowledge of the implications of the loan documents he signed. The confession of judgment provision in Wahl's personal guaranty signed on October 2, 2017 is valid and enforceable against Wahl.

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<sup>105</sup> *Id.*

<sup>106</sup> *Pellaton v. Bank of New York*, 592 A.2d 473, 477 (Del. 1991); *Harrington Raceway, Inc. v. Vautrin*, 2001 WL 1456873, \*3 (Del.Super.).

## **The Second Commercial Guaranty at Issue- Brookside's Guaranty**

The second Commercial Guaranty at issue herein is the March 24, 2021 Commercial Guaranty that Wahl signed on behalf of Brookside guaranteeing the QHA line of credit.<sup>107</sup>

After the October 2, 2017 loan transaction, in which WSFS extended to QHA a \$6 million line of credit backed by Wahl's personal guaranty, QHA started experiencing financial problems that ultimately led to QHA filing for bankruptcy in 2023.<sup>108</sup>

Wahl approached WSFS and asked for a meeting to discuss QHA's liquidity problems.<sup>109</sup> From this point on, Attorney Emmanuel "Manny" Fournaris from the law firm of Gordon, Fournaris & Mammarella assisted Wahl in all his business dealings and loan transactions with WSFS.<sup>110</sup>

Due to the financial problems that QHA was experiencing, Wahl requested that WSFS increase the QHA line of credit to \$9 million.<sup>111</sup> Because QHA's financial situation did not warrant an increase in its credit line to \$9 million, WSFS agreed to only increase the QHA line of credit to \$7.5 million but agreed to also

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<sup>107</sup> WSFS Hearing Exhibit 8(d)- March 24, 2021 Commercial Guaranty signed by Wahl on behalf of Brookside.

<sup>108</sup> February 13, 2026 Evidentiary Transcript, at pgs. 10-15, 40; January 28, 2025 Evidentiary Hearing Transcript, at pgs. 90-92.

<sup>109</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 44-45.

<sup>110</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 44-45; February 13, 2026 Evidentiary Transcript, at pgs. 40-41, 60.

<sup>111</sup> February 13, 2026 Evidentiary Transcript, at pg. 40.

extend a \$1.35 million line of credit to another of Wahl's businesses, Brookside. This way, Wahl could make the capital injection that he needed from Brookside to keep QHA afloat.<sup>112</sup> This loan transaction occurred on August 8, 2018.

The next loan transaction, which closed on February 28, 2019, was the subject of the above-referenced December 12-14, 2018 email exchange between Wahl and Matarese.<sup>113</sup>

At the February 28, 2019 loan closing, Wahl signed a Promissory Note on behalf of QHA for a \$1 million capital improvement loan for the installation of a new coil line.<sup>114</sup> This \$1 million loan to QHA for capital improvement was backed by Wahl's personal Commercial Guaranty.<sup>115</sup>

On February 28, 2019, Wahl also signed a Promissory Note on behalf of QHA for an additional \$500,000 loan for other capital improvements to be made to the plant for the new coil line to be operational.<sup>116</sup> Wahl signed a Commercial Guaranty

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<sup>112</sup> February 13, 2026 Evidentiary Transcript, at pgs. 47-49.

<sup>113</sup> See, WSFS Trial Exhibit 34.

<sup>114</sup> February 13, 2026 Evidentiary Transcript, at pgs. 50-51.

<sup>115</sup> WSFS Hearing Exhibit 13(a)- Promissory Note dated February 28, 2019 for \$1 million loan to QHA; Exhibit 13(c)- Commercial Guaranty signed by Wahl personally guaranteeing the \$1 million loan.

<sup>116</sup> WSFS Hearing Exhibit 14(a)- Promissory Note dated February 28, 2019 for \$500,000 loan to QHA; February 13, 2026 Evidentiary Transcript, at pgs. 50-51.

on behalf of Brookside guaranteeing the loan made to QHA.<sup>117</sup> Wahl also again signed a personal Commercial Guaranty, personally guaranteeing this loan.<sup>118</sup>

As part of this same loan transaction, on February 28, 2019, WSFS agreed to increase the line of credit extended to QHA to \$8 million backed by Wahl's personal guaranty. On February 28, 2019, Wahl signed the same Change in Terms Agreement twice- once on behalf of QHA and the second time on behalf of himself personally as guarantor.<sup>119</sup>

Thereafter, Wahl entered into another Changes in Terms Agreement with WSFS on April 10, 2020 in which the QHA line of credit was lowered to \$7.5 million.<sup>120</sup>

Now we have arrived at the loan transaction involving the second Commercial Guaranty at issue, the Brookside Commercial Guaranty. The loan transaction involving the second Commercial Guaranty at issue closed on March 24, 2021.

On March 24, 2021, another Change in Terms Agreement was entered into. The line of credit extended to QHA was reduced from \$7.5 million to \$7 million. Wahl signed this Change in Terms Agreement twice- once on behalf of QHA and

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<sup>117</sup> Exhibit 14(c)- Commercial Guaranty signed by Wahl on behalf of Brookside guaranteeing the \$500,000 loan.

<sup>118</sup> Exhibit 14(e)- Commercial Guaranty signed by Wahl personally guaranteeing the \$500,000 loan.

<sup>119</sup> WSFS Hearing Exhibit 6- February 28, 2019 Change in Terms Agreement.

<sup>120</sup> WSFS Hearing Exhibit 7- April 10, 2020 Change in Terms Agreement.

the second time on behalf of himself personally as guarantor.<sup>121</sup> Wahl's company, Brookside, also guaranteed this loan.<sup>122</sup> This is the Brookside Guaranty at issue in this case. Wahl signed the Commercial Guaranty on behalf of Brookside. The same WSFS internally generated Commercial Guaranty form was used in this transaction as all the prior loan transactions between the parties.<sup>123</sup>

After the loan transaction involving the second Commercial Guaranty at issue, on January 21, 2022, another Change in Terms Agreement was entered into reducing the QHA line of credit from \$7 million to \$6.5 million,<sup>124</sup> and another on April 18, 2022.<sup>125</sup>

This is no valid reason why the Confession of Judgment provision in the second Commercial Guaranty at issue, the Brookside Commercial Guaranty signed by Wahl on March 24, 2021, while represented by Attorney Manny Fournaris, should not be enforced according to its terms, including the confession of judgment provision.

### **An Additional Consideration to Complete Totality of Circumstances Analysis**

Wahl appears to contend that Attorney Fournaris was only representing his solely owned companies, and not him personally, in loan transactions with WSFS,

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<sup>121</sup> WSFS Hearing Exhibit 8(a)- March 24, 2021 Change in Terms Agreement.

<sup>122</sup> WSFS Hearing Exhibit 8(d)- March 24, 2021 Commercial Guaranty by Brookside.

<sup>123</sup> *Id.*

<sup>124</sup> *Id.*

<sup>125</sup> WSFS Hearing Exhibit 10- April 18, 2022 Change in Terms Agreement.

and further claims that Attorney Fournaris never represented him personally in any loan transaction.<sup>126</sup>

The record does not support this representation.

Wahl, in a private loan transaction, borrowed \$250,000 from his father, through their respective trusts. Attorney Fournaris prepared the loan documents for this personal loan between father and son which had nothing to do with any of Wahl's businesses. Wahl signed the Promissory Note on January 1, 2019.<sup>127</sup> It is important to note that Attorney Fournaris included a confession of judgment provision in the Promissory Note signed by Wahl during this private familial loan transaction.<sup>128</sup> Attorney Fournaris was involved in Wahl's personal loan transaction.

In addition, Attorney Fournaris' invoices for services rendered reflect a time entry for December 31, 2018, that states: "Various email correspondence **with client** regarding need to amend parents trust."<sup>129</sup> None of Wahl's businesses had parents, the only client of Attorney Fournaris that had parents was Wahl, himself, personally. Despite Wahl's reluctance to admit that Attorney Fournaris was also representing him personally during his relationship with WSFS, he was indeed.

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<sup>126</sup> See, January 28, 2025 Evidentiary Hearing Transcript, at pgs. 50-51, 98-99.

<sup>127</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs. 122-123; Plaintiff WSFS Hearing Exhibit 23- Promissory Note dated January 1, 2019.

<sup>128</sup> WSFS Hearing Exhibit 23- Promissory Note dated January 1, 2019 between Wahl's trust and his father's trust prepared by his counsel containing a confession of judgment provision; January 28, 2025 Evidentiary Hearing Transcript, at pgs. 44-52, 57-60, 95.

<sup>129</sup> WSFS Hearing Exhibit 38, GF&M Invoice, Bate Stamp Page WSFS006732 (emphasis added).

Finally, the loan transactions between Wahl and WSFS, involving his multiple businesses, were so interrelated and intertwined that Attorney Fournaris would have had to bend over backwards and would have had to go out of his way to avoid representing Wahl. For instance, after Wahl started experiencing liquidity problems with QHA, Wahl, with the assistance of Attorney Fournaris, asked WSFS to increase the QHA line of credit to \$9 million.<sup>130</sup> WSFS was unwilling to increase QHA's credit line to \$9 million due to its financial problems, but agreed to increase the QHA line of credit to \$7.5 million and to extend to Brookside, another of Wahl's solely owned companies, a \$1.35 million line of credit so that Wahl could make the capital injection that he needed from Brookside to QHA, to get him close to his \$9 million request.<sup>131</sup>

At this August 8, 2018 loan closing, Wahl signed a Change in Terms Agreement with WSFS increasing the QHA line of credit to \$7.5 million. Wahl signed the same Change in Terms Agreement twice- once as President on behalf of QHA and again personally as Guarantor of the QHA line of credit.<sup>132</sup> Wahl signed the Promissory Note on behalf of Brookside for the \$1.35 million line of credit and also on behalf of another one of his businesses, Wahl Properties, LLC.<sup>133</sup> Wahl

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<sup>130</sup> February 13, 2026 Evidentiary Transcript, at pg. 40.

<sup>131</sup> February 13, 2026 Evidentiary Hearing Transcript, at pgs. 47-49.

<sup>132</sup> WSFS Hearing Exhibit 5- August 8, 2018 Change in Terms Agreement.

<sup>133</sup> WSFS Hearing Exhibit 12(a)- Promissory Note of Brookside and Wahl Properties, LLC dated August 8, 2018.

signed a personal Commercial Guaranty personally guaranteeing the Brookside line of credit,<sup>134</sup> and also signed a Commercial Guaranty on behalf of QHA guaranteeing the Brookside line of credit.<sup>135</sup>

The loan documents that Wahl signed personally were the same documents that Wahl signed on behalf of his businesses. All the loan documents that Wahl signed, either personally or on behalf of his companies, or in both capacities, contained the same confession of judgment provision.

In any event, Wahl concedes that he had the means and opportunity to hire an attorney whenever he so desired and either did, or would have, hired an attorney for any loan transaction in which he wanted representation.<sup>136</sup>

### **CONCLUSION**

Wahl was the party that chose the loan documents at issue. He chose to use the WSFS internally generated loan documents which contained boilerplate loan terms- including the confession of judgment provision- rather than to negotiate all of the loan terms.

The business relationship between Wahl and WSFS spanned numerous loan transactions over a period of years in which WSFS lent Wahl and his businesses

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<sup>134</sup> WSFS Hearing Exhibit 12(e)- Wahl Personal Commercial Guaranty of August 2, 2018 guaranteeing the loan to Brookside and Wahl Properties, LLC.

<sup>135</sup> WSFS Hearing Exhibit 12(c)- QHA Commercial Guaranty of August 2, 2018 guaranteeing the Brookside line of credit.

<sup>136</sup> January 28, 2025 Evidentiary Hearing Transcript, at pgs.66-69, 113-115.

millions of dollars. Throughout Wahl's business relationship with WSFS, he signed, either in his representative capacity or personally, 27 loan documents containing the same boilerplate confession of judgment provision.

Either Wahl read the WSFS internally generated loan documents before choosing to use them for his loan transactions or he did not. Either way, the loan documents, including the Commercial Guaranties at issue are enforceable against Wahl and his company, Brookside, on their terms including the confession of judgment provision contained therein.

Wahl is a highly sophisticated businessman with extensive experience in financial loan transactions. He understands the significance of damage provisions in contracts and will never sign a contract with a liquidated damage provision. Wahl clearly did not have the same aversion to the boilerplate confession of judgment provision in the WSFS internally generated loan documents. He entered into numerous loan transactions with WSFS using those same forms and signed 27 loan documents containing the boilerplate confession of judgment provision.

The confession of judgment provision in each and every one of these loan documents was clear and conspicuous. It appeared all in capital letters, set forth in its own section, and in bold-faced type. Also, immediately above Wahl's signature line, in bold-faced and capital letters was language that before signing the loan document he had read and understood all the contract provisions.

Wahl admitted that he would have, and did, seek legal assistance whenever he so desired. He admitted that he was not depending on anybody, including Matarese to explain the loan documents to him, and that he had the opportunity to take all the time he needed to review the loan documents before signing. He further admitted that could have asked WSFS any question he had about the loan documents before signing them.

Wahl was required to take all necessary steps to ensure that he read and understood all the terms of the Commercial Guaranties at issue. Of course, the single, most important, necessary step is to read the loan document before signing it. Wahl admits, however, that his decision not to read the loan documents before signing them was by his own choice. Nobody told him not to read the documents. Nobody pressured him to sign the documents.

Either Wahl read the loan documents before choosing to use them for his loan transactions with WSFS, and/or before signing the loan documents again and again during each of his numerous loan transactions with WSFS, or he did not. Either way, having chosen the loan documents that were to be used in the loan transactions at issue, and having signed the loan documents acknowledging that he had read and understood them prior to signing, the loan documents are enforceable on their terms.

The Confession of Judgment provisions in the Wahl Guaranty and the Brookside Guaranty are valid and enforceable and WSFS is entitled to confess judgment against them.

**IT IS SO ORDERED.**

Dated: June 16, 2026

/s/ Lynne M. Parker  
Commissioner Lynne M. Parker

oc: Prothonotary  
cc: David E. Wilkes, Esq.  
Jeffrey S. Cianciulli, Esq.  
The Honorable Sean P. Lugg