

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

SUSQUEHANNA LEGAL AID FOR : NO. CV-2024-01041
ADULTS AND YOUTH D/B/A/ SLAAY, :
Plaintiff, :
vs. :
 : CIVIL ACTION - LAW
MARK AND SUZANNE WINKELMAN and :
THE PAJAMA FACTORY, LLC AND P.J. :
HOLDING, LLC, :
Defendants. : Motion for Preliminary Injunction

OPINION AND ORDER

This matter came before the Court on January 22, 2025, for hearing on Plaintiff’s Motion for Preliminary Injunction filed December 17, 2024. Both parties appeared at this time, with counsel, and introduced testimony.

The same matter came before the Court on October 9, 2024, for hearing on the Plaintiff’s Amended Petition seeking a preliminary injunction and Amended Motion for Expedited Consideration. After a full hearing on October 9, 2024, the Court—per the Opinion and Order of October 11, 2024—entered the following:

FINDINGS OF FACT:

1. Defendants Mark and Suzanne Winkelman (hereinafter collectively “Winkelman”) are the members of a limited liability company named P.J. Holdings, LLC, which in turn is the owner of one or more parcels of real property situate at 1307 Park Avenue, Williamsport, Pennsylvania 17701. Winkelman are the members of a separate limited liability company known as the Pajama Factory, LLC, which is the operating entity for the real estate. For ease of reference, both limited liability companies will hereinafter be referred to as the “Pajama Factory” and the real property owned and operated by those limited liability companies will be referred to as the “Premises.”
2. The Premises contains eight (8) buildings, several of which have been leased to commercial tenants. The Plaintiff is one of those tenants.
3. According to Winkelman, the Premises contains approximately 300,000 square feet of leasable space, of which approximately 240,000 has a functional sprinkler system, and 60,000 does not.

4. According to Winkelman, all but three (3) of the commercial tenants at the Premises are occupying space which is sprinklered.
5. As a result of an inspection conducted by an agency of the City of Williamsport (hereinafter the “City”), the City served Winkelman with a notice—dated July 18, 2024—introduced into evidence at Exhibit G, which directed the Defendants to vacate the Premises, unless and until the entire Premises is served by a functional sprinkler system. The notice gave Defendants an option, in the interim, of providing a “fire watch” defined as in person security by trained personnel, alert for signs of a potential fire, on a twenty-four (24) hour per day, seven (7) days per week basis (hereinafter the “Eviction Notice”).
6. Defendants have filed a timely appeal to the Notice, which has been the subject of an appeal hearing before an agency of the City (hereinafter the “Eviction Appeal”). Defendants have received no response from the City on the eviction appeal.
7. During the pendency of the Eviction Appeal, Defendants have engaged fire watch services at the Premises. Because of the fire watch service, the effect of the Eviction Notice has been stayed.
8. Plaintiff introduced no testimony to suggest that the Defendants intend to terminate the fire watch service. Thus, there is no testimony that Plaintiff is currently threatened with eviction.
9. In the event that the fire watch service is terminated by Defendants, and unless the City withdraws or modifies the Eviction Notice, Plaintiff may be threatened with eviction.
10. When questioned by the Court regarding the eventual outcome of the Eviction Appeal, Mark Winkelman responded that he hoped for an outcome which involved some compromises regarding the position taken by the City in the Eviction Notice.
11. Plaintiff contends that local media coverage of issues related to the Eviction Notice and the Eviction Appeal have had a negative effect upon the reputation of the Plaintiff.
12. The Court finds that local media have reported issues related to the Eviction Notice and the Eviction Appeal, including the hearing conducted before an agency of the City. Those reports have centered around the position taken by the City in connection with the Eviction Notice, and Defendants’ response and the Eviction Appeal. Those reports have not been directed at Plaintiff, or Plaintiff’s business operations. Thus, Plaintiff’s claim of negative effect upon Plaintiff’s business reputation is speculative.
13. The City representative testified that the Eviction Notice was issued based upon concerns about the size of the buildings at the

- Premises, the lack of a functional sprinkler system, and the fact that the Premises is situated in a residential neighborhood.
14. Winkelman's testimony regarding the potential for compromise between Winkelman and the City appears reasonable, since some aspects of the testimony in support of the Eviction Notice were unclear to the Court. By way of example:
 - a. It is unclear why the residential neighborhood surrounding the Premises is safer if the eight (8) buildings were vacant. While a large fire at the Premises could certainly have catastrophic results, occupancy during daytime hours might reduce, rather than increase, the risk of such a fire.
 - b. It is undisputed that the Defendants have operated commercial leasing at the Premises for many years. The urgency of the Eviction Notice is unclear.
 - c. The commercial leases appear to be limited to retail and offices uses, which would not require residential occupancy. Thus, the Court is unclear why the Eviction Notice was not calculated to forbid residential or overnight use.
 - d. Eighty percent (80%) of the Premises is protected by a sprinkler system. It is unclear why the Eviction Notice was not directed at the unprotected areas.

During the course of the hearing conducted on October 9, 2024, Winkelman testified that the Defendants had been offered a renewal lease for 2025, which had not yet been reduced to writing. The fact that Plaintiff enjoyed continued, uninterrupted use of their lease space was among the many considerations which led this Court to deny Plaintiff's first Motion seeking injunctive relief.

At the hearing conducted on January 22, 2025, it was undisputed that—despite his assurances to Plaintiff during the course of his testimony on October 9, 2024—Winkelman elected to notify the Plaintiff by email on November 19, 2024, of his intention to evict them, effective December 31, 2024. Further, Winkelman has commenced eviction proceedings.

Based upon the testimony presented during the hearing conducted on January 22, 2025, the Court enters the following:

FINDINGS OF FACT:

1. During the course of the hearing conducted on October 9, 2024, Winkelman testified that the Defendants had been offered a renewal lease for 2025, which had not yet been reduced to writing.
2. The fact that Plaintiff enjoyed continued, uninterrupted use of their lease space was among the many considerations which led this Court to deny Plaintiff's first Motion seeking injunctive relief.
3. Despite his assurances to Plaintiff during the course of his testimony on October 9, 2024, Winkelman elected to notify the Plaintiff by email on November 19, 2024, of his intention to evict them, effective December 31, 2024.
4. Plaintiff's rental from calendar year 2023 to calendar year 2024 was increased by 5%.
5. During calendar year 2024, Plaintiff paid rental of \$1,020.00 per month.
6. A 5% increase of monthly rental from \$1,020.00 yields the sum of \$1,071.00.
7. Plaintiff paid rent through December 2024. The rent for December 2024 was returned, and the Defendant elected to deduct the December 2024 from funds pre-paid by Plaintiff in the form of a security deposit.
8. Plaintiff has paid no rent for 2025.
9. Winkelman has commenced eviction proceedings before Magistrate District Judge Biichle, to docket number 29102-LT-4-2025.
10. Plaintiff is a not-for-profit law firm, funding in part through grants, which is required to secure governmental approval for the business location, rent, and other terms of occupancy. Because of its unique status and funding, Plaintiff is limited in its choices of business location, rental terms, and the like.

ORDER

AND NOW, this 24th day of January, 2025, for the reasons more fully set forth above, Plaintiff's Motion for a Preliminary Injunction is granted, in part, as follows:

1. Defendant's eviction action filed before Magistrate District Judge Biichle, to docket number 29102-LT-4-2025, is STAYED, until May 1, 2025, or further Order of Court.
2. Defendants are enjoined from taking any action to evict Plaintiff from its current leased premise at 1307 Park Avenue, Williamsport, PA 17701, until April 30, 2025, provided the Plaintiff complies with the rental payment terms of this Order.
3. Plaintiff is ordered and directed to make timely payment of rent to Defendants, as follows:
 - a. Rent in the amount of \$1071.00 per month on February 1, March 1, and April 1, 2025.
 - b. "Catch-up" rent for January, 2025, by payment of the additional sum of \$357.00 per month to Defendants on February 1, March 1, and April 1, 2025.
 - c. Thus, the total amount of rental per month paid by Plaintiff to Defendants on February 1, March 1, and April 1, 2025, will be in the amount of \$1,428.00 per month.
 - d. Plaintiff's occupancy of its current leased premise at 1307 Park Avenue, Williamsport, PA 17701, until April 30, 2025, will be subject to the same terms and conditions as its written lease in effect during the calendar year 2024.
 - e. Nothing set forth herein will be interpreted to prevent Defendants from proceeding to evict Plaintiff, on or after May 1, 2025, pursuant to applicable law.

BY THE COURT,

William P. Carlucci, Judge

WPC/aml

cc: Court Administrator
Paige Martineau, Esquire
1307 Park Avenue, #10 Williamsport, PA 17701
Robert Diehl, Esquire
3631 North Front Street Harrisburg, PA 17110