[J-27A-2026 and J-27B-2026]
IN THE SUPREME COURT OF PENNSYLVANIA
WESTERN DISTRICT

TODD, C.J., DONOHUE, DOUGHERTY, WECHT, MUNDY, BROBSON, McCAFFERY, JJ.

PATRICK J. CARR, PATRICK K. CARR, AND DANIEL K. CARR, Appellants v. FIRST COMMONWEALTH BANK, Appellee	:	No. 22 WAP 2025 Appeal from the Order of the Superior Court entered March 26, 2025, at No. 345 WDA 2024, Reversing and Vacating the Order of the Court of Common Pleas of Allegheny County entered February 21, 2024, at Nos. GD-19-013839 and GD-21-005609 and remanding. ARGUED: April 15, 2026
PATRICK J. CARR, PATRICK K. CARR, AND DANIEL K. CARR, Appellants v. FIRST COMMONWEALTH BANK, Appellee	:	No. 23 WAP 2025 Appeal from the Order of the Superior Court entered March 26, 2025, at No. 441 WDA 2024, Reversing and Vacating the Order of the Court of Common Pleas of Allegheny County entered February 21, 2024, at Nos. GD-19-013839 and GD-21-005609 and remanding. ARGUED: April 15, 2026

OPINION

JUSTICE MUNDY **DECIDED: SEPTEMBER 10, 2026**

The question raised in this discretionary appeal is whether the non-negligent happenstance exception to timeliness remains a viable doctrine in Pennsylvania, and if so, whether it applies where a family emergency affecting a party's attorney results in a belated petition for judicial review of an arbitration award.

Appellants deposited approximately $85,000 into a new joint account with Appellee First Commonwealth Bank. One of the depositors owed a civil judgment in an unrelated matter and the judgment creditor, upon learning of the account, garnished it. The Bank paid approximately $38,000 from the joint account to the judgment creditor without first seeking Appellants' permission. In 2019, Appellants filed a complaint against the Bank in the common pleas court, alleging a breach of contract and fiduciary duty. The court compelled arbitration as required by the account agreement. In March 2021, the arbitrator found in favor of the Bank on all counts and awarded attorneys' fees to the Bank. In early May 2021, the Bank applied to the county court to confirm the arbitration award and enter judgment.[1]

Pursuant to Section 7342 of the Judicial Code, Appellants had thirty days to seek judicial review of the award before that application was filed. *See* 42 Pa.C.S. § 7342(b) ("On application of a party made more than 30 days after an award is made by an arbitrator under section 7341 (relating to common law arbitration), the court shall enter an order confirming the award and shall enter a judgment or decree in conformity with the order."). Unfortunately, Appellants' counsel suffered the unexpected death of his stepson, which caused him to miss the 30-day deadline.

Appellant's counsel ultimately filed a motion for *nunc pro tunc* relief in the county court, requesting an extension of time to seek judicial review based on the above circumstances which arose shortly before the 30-day window expired. The court granted the extension, giving Appellants 20 additional days. Counsel thereafter filed his belated appeal in the county court. The court vacated the award of attorney fees but affirmed the arbitration award in all other respects. The Bank appealed.

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[1] The Bank's application in this respect was docketed at No. GD-21-005609. The court later consolidated that matter with Appellants' action docketed at No. GD-19-013839. *See* Pa.R.Civ.P. 213(a).

The Superior Court initially remanded for resolution of an unrelated issue. *See Carr v. First Commonwealth Bank*, Nos. 1130 & 1180 WDA 2021, 2023 WL 1794264 (Pa. Super. Feb. 7, 2023). After that issue was resolved, the parties cross-appealed. Appellants alleged an irregularity and deprivation of due process in the arbitration proceedings, while the Bank argued, *inter alia*, that the Court of Common Pleas lacked subject-matter jurisdiction to modify the award beyond the 30-day deadline and erred by granting *nunc pro tunc* relief.

In a published opinion, a unanimous three-judge panel of the Superior Court reversed the order granting *nunc pro tunc* relief, vacated the common pleas court's order modifying the arbitration award, and remanded for entry of judgment in the Bank's favor. *See Carr v. First Commonwealth Bank*, 335 A.3d 1199 (Pa. Super. 2025). The panel first addressed the Bank's cross-appeal, and in particular, its challenge to the county court's jurisdiction, noting such challenge is not subject to waiver. As to the merits of that claim, the panel agreed with the Bank that the statute giving a party 30 days to seek judicial review of an arbitration award, *see* 42 Pa.C.S. § 7342(b), deprives the court of jurisdiction to modify the award after that period expires. As such, it cannot be extended as a matter of indulgence or grace. *See Carr*, 335 A.3d at 1203. In reaching this holding, the panel drew an analogy to appellate rule 903, which gives a litigant 30 days to appeal a trial court order, *see* Pa.R.A.P. 903(a) – a rule Pennsylvania courts view as limiting the trial court's jurisdiction to act beyond that period. *See id*. (quoting *Whittaker v. Lu*, 323 A.3d 871, 875 (Pa. Super. 2024)). Moreover, because the 30-day arbitration-appeal period is statutorily imposed, the panel concluded the county court's action in extending it on a discretionary basis violated the separation-of-powers principle. *See id*.

The panel then discussed Appellants' contention that the present case falls within an exception whereby *nunc pro tunc* relief is available beyond the deadline in unusual cases involving lateness caused by a non-negligent happenstance. Appellants argued the death of their lawyer's stepson amounted to such a happenstance, as the lawyer was called away to attend to matters such as identifying the body, planning the funeral, and comforting grieving family members. In forwarding this theory, Appellants relied primarily on *Bass v. Commonwealth*, 401 A.2d 1133 (Pa. 1979).

In *Bass*, counsel prepared a notice of appeal and gave it to his secretary for filing. However, the secretary became ill and did not return to the office until after the appellate period had expired. In a 3-2 decision, this Court granted *nunc pro tunc* relief. We acknowledged that previously only fraud or a breakdown in the court's operations could form the basis for *nunc pro tunc* relief. However, we reasoned an attorney is an "integral and necessary part of our system of justice," and the client "should not lose their day in court" due solely to the attorney's non-negligent failure to file a timely notice of appeal. *Id*. at 1135. Thus, in addition to fraud and a breakdown in court operations, the Court held that a non-negligent happenstance can excuse a late notice of appeal.

Returning to the present controversy, the Superior Court panel reviewed decisions rendered by this Court and the intermediate courts since *Bass*. In *Criss v. Wise*, 781 A.2d 1156 (Pa. 2001), the panel observed, this Court declined to extend *Bass* to a situation where an attorney mailed a notice of appeal six days before the deadline, but it arrived late. We reasoned that that amounted to negligence as mail delays were foreseeable, especially around the Christmas holidays. *See Carr*, 335 A.3d at 1204 (discussing *Criss*). The year preceding *Criss*, the panel continued, this Court allowed a *nunc pro tunc* appeal in a tax-assessment dispute where the county assessment office had improperly extended the statutory deadline for filing an appeal. We concluded that that constituted a breakdown in court operations. *See id*. (citing *Union Elec. Corp. v. Allegheny Cnty. Bd. of Prop. Assessment Appeals*, 746 A.2d 581 (Pa. 2000)).

Prior to that, the panel observed, this Court allowed a late appeal in a criminal case from a district judge to the common pleas court where the criminal defendant had requested an appeal, the attorney failed to file it, and relief under the Post Conviction Relief Act was unavailable. We determined it would be unfair in the criminal context to deprive a defendant of his constitutional right to a direct appeal due to the attorney's error. *See id*. at 1204-05 (discussing *Commonwealth v. Stock*, 79 A.2d 760 (Pa. 1996)).[2] The panel pointed out, as well, that we granted relief in an unemployment compensation dispute in which the claimant's lateness was occasioned by his suffering a severe heart attack that caused a period of hospitalization, and there was substantial evidence in the record that he was unable to conduct his appeal from his hospital bed. *See id*. at 1205 (discussing *Cook v. UCBR*, 671 A.2d 1130 (Pa. 1996)).

On the other hand, the Superior Court denied relief in *In re C.K.*, 535 A.2d 634 (Pa. Super. 1987), which, like the present matter, involved a crisis in the attorney's family. In *C.K.*, after the Orphans' Court terminated parental rights, the parents' attorney's mother had a massive heart attack, which the attorney had to attend to. This led to the attorney failing to file a timely appeal as requested by the parents. The parents cited *Bass*, but the intermediate court denied relief because there was no non-negligent happenstance. A crisis in the attorney's family, the court reasoned, was insufficient to trigger that basis for *nunc pro tunc* relief:

> [C]ounsel here has not presented us with any indication that the appeal filing deadline was missed despite the existence of adequate, deadline-monitoring procedures at counsel's office. Indeed, here counsel was absent from his office for an extended period and yet despite this fact, he did not make any special arrangements to insure that his professional obligations would continue to be fulfilled. Under these circumstances, where there is no

[2] An incarcerated defendant whose attorney fails to file a requested direct appeal may, via the Post Conviction Relief Act, seek relief in the form of a *nunc pro tunc* restoration of his direct appellate rights. *Commonwealth v. Lantzy*, 736 A.2d 564, 572-73 (Pa. 1999).

> evidence of non-negligent happenstance, an appeal nunc pro tunc cannot be permitted on the basis of *Bass*.

C.K., 535 A.2d at 639, *quoted in Carr*, 335 A.3d at 1205-06.

Based on *C.K.*'s reasoning, the panel here concluded that, likewise, Appellants' lawyer did not have a non-negligent basis to overlook his professional duty to ensure his obligations would be fulfilled in his absence. Acknowledging that the lawyer suffered a "tragic event," *Carr*, 335 A.3d at 1207, the panel reiterated that absent fraud, a breakdown in court operations, or a non-negligent happenstance, courts lack jurisdiction to extend the statutory 30-day appeal period. Given its holding that the county court lacked jurisdiction, the panel deemed all other issues moot and remanded to that court for entry of an order granting the Bank's petition for entry of judgment in its favor.

We granted Appellants' petition for further review, in which he framed two overlapping questions that we consolidated into the following issue:

> Whether the Superior Court erred in holding that the Court of Common Pleas lacked jurisdiction to review the arbitration award, where Petitioners claimed their untimely request for judicial review pursuant to Section 7342(b) of the Judicial Code fell within the non-negligent-happenstance exception to timeliness as set forth in *Bass v. Commonwealth*, 401 A.2d 1133 (Pa. 1979)?

Carr v. First Commonwealth Bank, 346 A.3d 751 (Pa. 2025) (per curiam).[3]

Chapter 73 of the Judicial Code governs arbitration in this Commonwealth, and it encompasses such topics as statutory arbitration (Subchapter 73A), revised statutory arbitration (Subchapter 73A.1), judicial arbitration (Subchapter 73C), and uniform family arbitration (Subchapter 73D). The provisions for common law arbitration are set forth in Subchapter 73B, which contains two sections. The first section indicates an arbitrator's

[3] The non-negligent happenstance concept is sometimes referred to as "non-negligent circumstances." *See Cook*, 671 A.2d at 1131; *Balsavage v. Miller*, 339 A.3d 523, 527 (Pa. Super. 2025) (quoting *Vietri v. Del. High Sch.*, 63 A.3d 1281, 1284 (Pa. Super. 2013)).

award is binding and may only be vacated or modified where it is clearly shown that a party was denied a hearing or where fraud, misconduct, corruption, or some other irregularity resulted in an unjust, inequitable, or unconscionable award. *See* 42 Pa.C.S. § 7341. The second provision, relating to procedure, authorizes judicial review of an award. Specifically, it provides that an application for judicial relief may be made to the court, it confers exclusive jurisdiction on the court to enforce an agreement to arbitrate and enter judgment on an award, and it establishes venue in the county court. *See id*. § 7342(a).[4] Section 7342 also states as follows:

> **(b) Confirmation and judgment.**--On application of a party made more than 30 days after an award is made by an arbitrator under section 7341 (relating to common law arbitration), the court *shall enter an order confirming the award and shall enter a judgment or decree in conformity with the order*.

Id. § 7342(b) (emphasis added). The parties do not dispute that the statutory "shall" in this instance is mandatory, not merely directory. Moreover, Appellants' litigation position has never depended upon any such distinction.[5] Instead, Appellants seek an extension

[4] Section 7342(a) makes these provisions by reference to specific sections of the Revised Statutory Arbitration Act. *See* Act of June 28, 2018, P.L. 381, No. 55 (codified at 42 Pa.C.S. §§ 7321.1 – 7321.31). It references, *inter alia*, Section 7321.6 (relating to applications for judicial relief), Section 7321.27 (relating to jurisdiction to enforce an agreement to arbitrate and enter judgment on an award), and Section 7321.28 (relating to venue).

[5] The timeframe appearing in Section 7342(b) is unlike those in which a government employee is directed to perform an administrative task at a particular time. Courts sometimes conclude in that situation the statutory "shall" is merely directory unless it can be gleaned from the enactment that "time is of the essence." *JPay, Inc. v. Dep't of Corr.*, 89 A.3d 756, 763 (Pa. Cmwlth. 2014). Section 7342(b) contemplates, rather, that *a party* wishing to have an arbitration award judicially confirmed may, after 30 days, apply to the court for an order confirming the award. If that occurs, the statute mandates that the court "shall," *i.e.*, must, take a particular action in response. *See In re Canvass of Absentee Ballots of Nov. 4, 2003 General Election*, 843 A.2d 1223, 1231 (Pa. 2004) (the statutory use of the word "shall" is "imperative"); *Oberneder v. Link Computer Corp.*, 696 A.2d 148, 150 (Pa. 1997) ("shall" is "mandatory").

to an otherwise mandatory statutory mandate. Their argument is based on the premise that the non-negligent happenstance concept as set forth in *Bass* should be applied here, either as permitted by statute, or as a matter of judicial indulgence untethered to any particularized legislative authorization.

In terms of the statutes on which Appellants rely, they initially reference Section 7341 of the Judicial Code, noting it permits an appeal from an arbitration award where "a party was denied a hearing or that fraud, misconduct, corruption or other irregularity caused the rendition of an unjust, inequitable or unconscionable award." 42 Pa.C.S. § 7341. They assert "some other irregularity" can be read to encompass non-negligent circumstances. But Appellants overlook that Section 7341 does not address the timing of an appeal. It lists the substantive grounds on which an otherwise-binding common law arbitration award may be disturbed. *See Borgia v. Prudential Ins. Co.*, 750 A.2d 843, 846 (Pa. 2000). As such, it cannot form a basis for *nunc pro tunc* relief from the deadline reflected in Section 7342(b), regardless of the meaning of "some other irregularity."

Separately, Appellants highlight the judicial authority granted under Section 5504 of the Judicial Code. That provision states in full:

> **(a) General rule.**-- Except as provided in section 1722(c) (relating to time limitations) or in subsection (b) of this section, the time limited by this chapter shall not be extended by order, rule or otherwise.
>
> **(b) Fraud.**--The time limited by this chapter may be extended to relieve fraud or its equivalent, but there shall be no extension of time as a matter of indulgence or with respect to any criminal proceeding.

42 Pa.C.S. § 5504. Appellants rely specifically on Subsection 5504(b), which authorizes judicial time extensions "to relieve fraud or its equivalent." There are two difficulties with this contention.

First, non-negligent circumstances are not the equivalent of fraud, as discussed more fully *infra*. Second, even if it were, Section 5504(b) would not aid Appellants in the instant case because it only applies to time limitations set forth in "this chapter," meaning Chapter 55, not Chapter 73. Chapter 55 pertains to the commencement of civil and criminal actions, as well as appeals to an appellate court or from a political subdivision. *See* Subchapters 55B, 55C, and 55D, respectively. Arbitration is only mentioned in Chapter 55 in one place, which pertains to when a party is *not* obligated to submit a claim to arbitration. *See* 42 Pa.C.S. § 5535(c).[6] We recognize that requests for judicial review of an arbitration award are deemed to be appeals falling under Subchapter 55D where the arbitration is conducted pursuant to statute and the dispute is between certain government agencies and their employees. *See id*. § 933(b). However, there is no similar extrinsic statutory provision making common law arbitration awards between two private parties subject to Chapter 55's time limitations. The 30-day limit for seeking judicial review of a common law arbitration award does not derive from Chapter 55, but from Section 7342(b)'s mandate that the court must confirm the award upon application after that period. *See Moscatiello v. Hilliard*, 939 A.2d 325, 330 (Pa. 2007); *accord, e.g.*, *Snyder v. Cress*, 791 A.2d 1198, 1201 (Pa. Super. 2002). Therefore, Section 5504(b) does not apply in this matter.

This leaves only *Bass*'s non-negligent happenstance exception to a statutory filing deadline as a matter of judicial indulgence. We believe that framework was ill advised to begin with. Where, as here, there is no legislative warrant for *nunc pro tunc* relief along equitable lines, the exception departs from mandatory statutory language, thereby failing to effectuate legislative intent as expressed in the statute's plain text. As well, the nearly

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[6] "Where it shall have been finally determined by a court that a party is not obligated to submit a claim to arbitration, the time which elapsed between the demand for arbitration and the final determination by a court that there is no obligation to arbitrate is not a part of the time within which a civil action or proceeding upon such claim must be commenced. The time within which the action or proceeding must be commenced shall not be extended by this subsection beyond one year after such final determination by a court." *Id*.

50-year history of the exception as reflected in the decisions of this Court and the Superior Court suggests no workable definition of "non-negligent" has been formulated – and thus can be formulated – on which the lower courts and litigants may rely. For example, why is missing a deadline due to a secretary's illness non-negligent, but missing a deadline due to a family member's unexpected hospitalization negligent?[7]

For its part, the Commonwealth Court has also had difficulty establishing a consistent and workable standard after *Bass*. Similar to *C.K.*, it denied relief where a filing deadline was missed when a *pro se* non-attorney petitioner left the country to attend to her sick mother. *See Guat Gnoh Ho v. UCBR*, 525 A.2d 874 (Pa. Cmwlth. 1987). But the same court invoked the non-negligent happenstance exception when an appeal deadline was missed due to counsel's hospitalization. *See Tony Grande, Inc. v. WCAB*, 455 A.2d 299 (Pa. Cmwlth. 1983). It additionally held the mechanical failure of counsel's law clerk's automobile while *en route* to the Post Office to mail the appeal was a non-negligent happenstance and, as a result, it granted *nunc pro tunc* relief. *See Perry v. UCBR*, 459 A.2d 1342 (Pa. Cmwlth. 1983).

On the other hand, the court denied *nunc pro tunc* relief in *Lajevic v. PennDOT*, 718 A.2d 371 (Pa. Cmwlth. 1998) (*en banc*), where the appellant's attorney claimed the untimely appeal from his client's license suspension arose because he was hospitalized with pneumonia and thereafter confined to his residence. In denying relief, the court emphasized that no corroborating medical evidence was proffered at the common pleas court hearing. In response, the dissent correctly observed that there was no indication medical records were produced or required in *Bass*. *See id*. at 374 (Friedman, J.,

[7] We also note, as an aside, that an equitable exception to timeliness has also been made for attorney gross negligence, *see Gasbarini's Estate v. Med. Ctr. of Beaver Cnty.*, 409 A.2d 343 (Pa. 1979), giving rise to an illogical situation whereby *nunc pro tunc* relief is potentially available when the party's attorney is either non-negligent, or grossly negligent, but not when the attorney's conduct amounts to ordinary negligence.

dissenting); *see also Smith v. PennDOT*, 749 A.2d 1065, 1067 (Pa. Cmwlth. 2000) (denying *nunc pro tunc* relief where the late appeal was due to the lawyer's secretary's illness and absence from the office on the day she was to have filed the appeal, as, again, no "independent evidence" existed to "substantiate counsel's assertion that his secretary was ill" and thus unable to timely file the appeal).

And *Bass*'s reasoning was unconvincing on its own terms. It stated that, although the attorney's normal office procedure was to have a particular secretary check the desk of any other secretary who was ill, "in this case the secretary who was ill was the one who routinely did this checking." *Bass*, 401 A.2d at 1134. The implication is that it was foreseeable that *other secretaries* might become ill, but not that *the main secretary* might ever become ill. *Bass* does not explain why that is so, and the reason is not self-evident. *See Gallardy v. Ashcraft*, 430 A.2d 1201, 1204 n.8 (Pa. Super. 1981) (indicating that "the *Bass* majority applied its 'non-negligence' standard to a set of facts which plainly seemed to involve negligence under any traditional meaning of the term.").[8] And to the degree we relied in *Bass* on the attorney's status as an officer of the court, in *Cook* we retreated from that position by suggesting *Bass*'s exception to timeliness was unrelated to such status. *See Cook*, 671 A.2d at 1131 (explaining the *Bass* exception to timeliness applies equally to the non-negligent lateness of a party or the party's attorney).

Appellants emphasize that extensions due to fraud and a breakdown in court operations are also nontextual in some contexts, such as where court staff provide incorrect instructions to a party or the party's attorney. *See PennDOT v. Moore*, 554 A.2d

[8] *See also Bass*, 401 A.2d at 1137, 1139 (Roberts, J., dissenting) (opining the non-negligent happenstance exception created by the majority was an "invitation to litigants to disregard the timeliness requirements," and a "vague, standardless, and undefined exception"). Dissenting in *Cook*, one member of this Court developed that "the essential difficulty with the [non-negligent happenstance] rule is its *ad hoc* character, the complete lack of guidance for assessing whether given circumstances will be deemed 'non-negligent.'" *Cook*, 671 A.2d at 1134 (Zappala, J., dissenting).

130 (Pa. Cmwlth. 1988); *Commonwealth v. Bassion*, 568 A.2d 1316 (Pa. Super. 1990). They pose other situations as well, hypothesizing a timeliness exception would likely be made for such circumstances as a terrorist attack, or for court closures due to a pandemic, a riot, a natural disaster, a budget impasse, or some other emergency or unforeseen event. They add that surely an exception would also be made if a litigant's attorney were to be shot or kidnapped by someone on the opposing side.[9]

These types of exigencies are all due to extrinsic causes having nothing to do with the acts or omissions of the party whose filing is untimely, as they all involve either the fault of the government itself (either via unscheduled court closures or employee error), the opposing party's malfeasance, or duress by a third party. *See Nixon v. Nixon*, 198 A. 154, 157 (Pa. 1938) ("[T]he occasion must be extraordinary and must involve fraud or some breakdown in the court's operation through a default of its officers, whereby the party has been injured."); *see also Fetherman v. PennDOT*, 167 A.3d 846 (Pa. Cmwlth. 2017) (listing fraud, deception, duress, and administrative breakdown, as the usual factors for excusing untimeliness). All of these situations are unlike the non-negligent happenstance concept in that they are easier to consistently identify, and they are more readily justified as implied statutory exceptions in view of the constitutional requirement that every enactment comport with due process, both facially and in its application. *See PennDOT v. Middaugh*, 244 A.3d 426, 435 (2021) (reciting that under due process the government must treat individuals with basic fairness). In any event, no such factors are presently before this Court.[10]

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[9] *See* Brief for Appellants at 26-27; *see also Barsky v. UCBR*, 261 A.3d 1112 (Pa. Cmwlth. 2021) (acknowledging administrative disruptions and state-imposed business closures stemming from the Covid-19 pandemic could allow for *nunc pro tunc* relief).

[10] Another type of exigency that is not before this Court is what may be described as an act of God, such as where a lawyer who runs a solo practice (or a *pro se* litigant) is struck by lightning, suffers a fatal heart attack, or is struck and killed by another vehicle on the (continued…)

Finally, we realize there is a tendency to rely on equitable concerns to justify an exception to timeliness when non-negligent circumstances arise. And we do not in any way diminish the Superior Court's description that the personal loss suffered by Appellant's attorney was indeed tragic. But courts should not overlook that there are equities on the other side as well. Every resident of Pennsylvania is entitled to expect that statutory commands mean what they say. As such, parties involved in litigation have a right to anticipate that, if they prevail and the deadline for further review expires, they no longer have to worry about being deprived of the relief they obtained through ordinary and appropriate legal avenues. Learning they now have to defend anew the judgment in their favor and possibly lose it, notwithstanding that the law as written says otherwise, is itself a form of hardship that often goes unacknowledged.[11]

As a more general proposition, the predictable application of unambiguous written laws, subject only to constitutional limitations, is vital for a stable society even if their strict application sometimes causes hardship. Legislation cannot perfectly account for every scenario, which may occasionally make the law "hard and disagreeable." 1 William Blackstone, *Commentaries on the Laws of England* *62 (4th ed. 1770). In this regard, Blackstone warned that if judges were allowed to resolve legal issues based on general fairness concerns over and against a plain legislative dictate, they would become lawmakers, which in turn would erode the rule of law and lead to unpredictable decisions.

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way to the courthouse to file an appeal. We leave it to a future case where such a circumstance arises to determine whether that kind of situation may be viewed as an implied-by-law exception to an otherwise mandatory statute.

[11] Of course, where the language of a statute is unclear, the extension of a legislatively-imposed deadline may reflect an exercise in statutory construction, such as with the tolling of a statute of limitations in some settings, under the discovery rule, until a claim accrues. *See Wilson v. El-Daief*, 964 A.2d 354, 363 (Pa. 2009) (discussing the prevailing construction of Section 5502(a) of the Judicial Code); *accord Morrison Informatics, Inc. v. Members 1st Fed. Credit Union*, 139 A.3d 1241, 1248 n.7 (Pa. 2016). There is no such lack of clarity in the present case.

See id. (indicating such a system would "make every judge a legislator, and introduce most infinite confusion"). Thus, the court in *Weatherly v. Pershing, LLC*, 945 F.3d 915 (5th Cir. 2019), expressed that judges should "resist the temptation to alter a statute to realign perceived inequities" even if doing so would "scratch an equitable itch." *Id*. at 919. A judge's "role is to be neither generous nor parsimonious," but faithful to the words of the statute. *BankDirect Capital Fin., LLC v. Plasma Fab, LLC*, 519 S.W.3d 76, 85 (Tex. 2017). We find these considerations germane to the issue presently before this Court.

We conclude, then, that the clear, unambiguous statutory command reflected in Section 7342(b) of the Judicial Code – that the court *shall* enter an order confirming the award and *shall* enter a judgment or decree in conformity with the order whenever a party applies for such relief more than 30 days after an award is made by an arbitrator under section 7341, *see* 42 Pa.C.S. § 7342(b) – is mandatory and is not subject to a *Bass* style non-negligent-happenstance exception. That being the case, the common pleas court erred in excusing the untimeliness of Appellants' challenge to the common law arbitration award in the circumstances. It was, instead, required by law to enter the order requested by the Bank. More generally, and for the reasons given above, *Bass* is hereby disapproved absent express statutory language that can reasonably support a non-negligent-happenstance exception to the time limitation involved.

Accordingly, the order of the Superior Court is affirmed.

Chief Justice Todd and Justices Donohue, Dougherty, Wecht, and Brobson join the opinion.

Justice McCaffery did not participate in the consideration or decision of this matter.