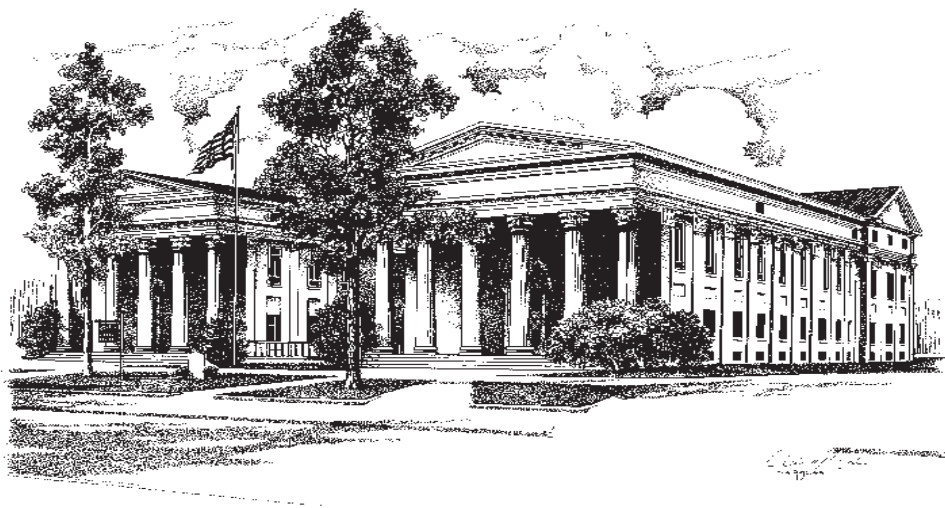


*Erie  
County  
Legal  
Journal*

July 23, 2010

Vol. 93 No. 30

USPS 178-360



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93 ERIE 153 - 159

Deutsche Bank National Trust Company, et al. v. Alexander R.M. Bruton, et al.

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# Erie County Legal Journal

*Reporting Decisions of the Courts of Erie County  
The Sixth Judicial District of Pennsylvania*

Managing Editor: Paula J. Gregory

Associate Editor: Heidi M. Weismiller

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 \$129 (member) \$109 (admitted after 1/1/06)  
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 3 hours substantive / 1 hour ethics

### WEDNESDAY, JULY 28, 2010

*From File to Trial: 8 Keys to Success in Court & Beyond*  
 PBI Groupcast Seminar  
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 8:30 a.m. - 3:30 p.m. (8:00 a.m. reg.)  
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*Understanding Damages & Indemnities in Commercial Contracts*  
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### TUESDAY, AUGUST 10, 2010

*Contempt of Court*  
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 \$129 (member) \$109 (admitted after 1/1/06)  
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Erie, PA 16507 ----- [JOwen@Yochim.com](mailto:JOwen@Yochim.com)

**New Law Firm**

**Purchase & George, P.C.**

**J. Timothy George** ----- (814) 835-0400  
[tim@purchasegeorge.com](mailto:tim@purchasegeorge.com)

**Eric J. Purchase** ----- (814) 833-7100  
[eric.purchasegeorge.com](mailto:eric.purchasegeorge.com)

2525 West 26th Street ----- (f) (814) 835-0401  
Erie, PA 16506

# ECBA Annual Charity Golf Tournament & Optional Scramble

Wednesday, August 4  
Lawrence Park Golf Club



*Join Us*

**WEDNESDAY, AUGUST 4TH**

for the

**ERIE COUNTY BAR ASSOCIATION'S  
ANNUAL CHARITY GOLF TOURNAMENT  
& OPTIONAL SCRAMBLE**

at the

**LAWRENCE PARK GOLF CLUB**

## **TOURNAMENT SCHEDULE**

12:30 pm - Arrive at the Club and Register  
1:00 pm - Shotgun Start  
5:30 pm - Hors d'oeuvres & refreshments  
6:00 pm - Dinner, brief awards ceremony

## **PRIZES & TROPHIES**

ECBA Low Gross Trophies,  
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J. Schaaf Senior's Trophy,  
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Longest Drive and Longest Putt

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(includes greens fee, 1/2 cart,  
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**DEUTSCHE BANK NATIONAL TRUST COMPANY, as  
Trustee, in trust for the registered holders of Ameriquest  
Mortgage Securities Inc., Asset-Backed Pass-Through  
Certificates, Series 2004-R11, Plaintiff,**

**v.**

**ALEXANDER R.M. BRUTON a/k/a  
REVEREND FATHER ALEXANDER R.M. BRUTON and  
CARINA BRUTON, Defendants**

*PLEADING / PRELIMINARY OBJECTION*

The grounds on which preliminary objections may be relied upon are limited to the grounds enumerated in Pa.R.C.P. 1028(a)(1)-(8).

*PLEADING / PRELIMINARY OBJECTION*

Two or more preliminary objections may be raised in one pleading, shall be raised at one time, shall specifically state the ground(s) relied upon, may be inconsistent and may be filed by any party to any pleading. Pa.R.C.P. 1028(a)(b).

*PLEADING / PRELIMINARY OBJECTION*

The court shall consider as true all well-pled material facts set forth in the pleadings of the nonmoving party, as well as all reasonable inferences that may be drawn from those facts, to determine whether the Preliminary Objections should be sustained.

*PLEADINGS*

If all parties lack sufficient knowledge or information to sign a verification, any person having sufficient knowledge or information and belief may sign the verification if that person further states the reason the verification was not made by a party.

*PLEADINGS*

The general rule that a pleading signed by an attorney, rather than by the party filing the pleading, does not ordinarily comply with Pa.R.C.P. 1024(c) extends to corporations.

*PLEADINGS*

An attorney may sign a verification on behalf of a corporation if the corporation authorizes the attorney to sign the verification; authorized agents are unable to sign the verification; and the attorney has personal knowledge of the alleged facts.

*DAMAGES*

Attorney fees are not recoverable unless by specific agreement or statute.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY,  
PENNSYLVANIA CIVIL DIVISION No. 15914-2008

Appearances: M. Troy Freedman, Esq., Attorney for Deutsche Bank  
National Trust Company  
Walter E. Deacon, III, Esq., Attorney for Alexander  
and Carina Bruton

## OPINION

Connelly, J., April 26, 2010

This matter is before the Court of Common Pleas of Erie County, Pennsylvania (hereinafter "the Court"), pursuant to two individual Preliminary Objections: one, filed by Alexander and Carina Bruton (hereinafter "Defendants") against Deutsche Bank National Trust Company's (hereinafter "Plaintiff") Complaint; and the other, filed by Plaintiff against Defendants' own Preliminary Objections.

### Statements of Fact

Service of Plaintiff's Complaint was initially, and unsuccessfully, attempted at 507 West 7th Street, Erie, Pennsylvania (hereinafter "Subject Property").<sup>1</sup> *Sheriff's Return-Not Served, Dec. 8, 2008*. However, service was perfected as to Defendant Alexander Bruton on December 13, 2008, when it was attempted via certified mail at 11719 Bell Avenue in Harrison County, Mississippi (hereinafter "Defendants' Domicile").<sup>2</sup> *Certification of Service, Feb. 23, 2009, pp. 1-3*. On June 16, 2009, Defendant Carina Bruton also received notification via substituted service when a Harrison County Deputy Sheriff handed a copy of the Complaint to Defendant Alexander Bruton at Defendants' Domicile.<sup>3</sup> *Plaintiff's Preliminary Objections to Defendants' Preliminary Objections, Ex. B*.

### Analysis of Law

The Pennsylvania Rules of Civil Procedure (hereinafter "Civil Rule(s)") provide two or more preliminary objections may be raised in one pleading, may be filed by any party to any pleading, shall be raised at one time, shall specifically state the grounds relied upon,<sup>4</sup> and may

---

<sup>1</sup> The following is a comprehensive list of the documents that were affixed to the Complaint: a verification signed by Plaintiff's attorney; a portion of the Subject Property's Mortgage executed by Defendants as security in consideration of a loan; the assignment of the Mortgage from Ameriquest Mortgage Company to Plaintiff; a legal description of the Subject Property; and the Notice of Intention to Foreclose on the Subject Property. *Complaint in Mortgage Foreclosure*, ¶¶ 1-11, p. 5, Exs. A-D.

<sup>2</sup> Two pieces of Certified Mail were issued to Defendants' Domicile: one to Defendant Alexander Bruton, and one to Defendant Carina Bruton. *Certification of Service, Feb. 23, 2009, p. 2*. Defendant Alexander Bruton signed for his, whereas Defendant Carina Bruton's piece went unclaimed. *Id. at p. 3; Defendants' Motion to Strike/Set Aside Default Judgment and Cancel Sheriff's Sale, Ex. B*.

<sup>3</sup> The copy of the Complaint that was served by the Harrison County Deputy Sheriff, was a copy of the Reinstated Complaint filed by Plaintiff on June 1, 2009, which resulted from the Court's setting aside of a default judgment previously awarded in Plaintiff's favor. *Praecepte for Judgment for Failure to Answer and Assessment of Damages; Praecepte for Writ of Execution; Writ of Execution; Motion to Strike/Set Aside Default Judgment and Cancel Sheriff's Sale*, ¶¶ 1-35; *Order of Court, May 26, 2009, Connelly, Shad, J.*

<sup>4</sup> The grounds on which preliminary objections may be relied upon are limited to the following:

- (1) lack of jurisdiction over the subject matter of the action or the person of the defendant, improper venue or improper form or service of a writ of summons or a complaint;
- (2) failure of a pleading to conform to law or rule of court or inclusion of scandalous or impertinent matter;
- (3) insufficient specificity in a pleading;
- (4) legal insufficiency of a pleading (demurrer);
- (5) lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action;
- (6) pendency of a prior action or agreement for alternative dispute resolution;
- (7) failure to exercise or exhaust a statutory remedy, and
- (8) full, complete and adequate non-statutory remedy at law.

*Pa.R.C.P. 1028(a)(1)-(8)*.

be inconsistent. *Pa.R.C.P. 1028(a), (b)*. Preliminary objections should be filed within twenty (20) days after service of the preceding pleading. *See, Pa.R.C.P. 1026, 1017(a)(4)*. The moving party must also file a brief in support of their preliminary objections within thirty (30) days after the filing of their preliminary objections; likewise, the nonmoving party may respond to the preliminary objections either by filing an amended pleading within twenty (20) days, or by filing a brief in opposition to the preliminary objections within thirty (30) days after service of the preliminary objections.<sup>5</sup> *Pa.R.C.P. 1028(c)(1); Erie L.R. 1028(c)(2)*.

If the Court overrules the preliminary objections, "the [moving] party shall have the right to plead over within twenty (20) days after notice of the Court's Order or within such other time as the Court shall fix." *Pa.R.C.P. 1028(d)*. If the Court sustains the preliminary objections and allows for the filing of an amended or new pleading, the amended or new pleading must be "filed within twenty (20) days after notice of the Court's Order or within such other time as the Court shall fix." *Id. at 1028(e)*. Objections that are made to any of these amended pleadings shall be done by the filing of new preliminary objections within twenty (20) days after service of the amended pleading. *Id. at 1017(a)(4), 1026(a), 1028(f)*.

The Court shall consider as true all of the well-pled material facts set forth in the pleadings of the nonmoving party, as well as all reasonable inferences that may be drawn from those facts to determine whether the Preliminary Objections should be sustained. *See, Bower v. Bower*, 611 A.2d 181, 182 (Pa. 1992). In determining whether the Preliminary Objections should be sustained or overruled, the Court has weighed applicable law as it relates to the facts of this case as well as the merit of the arguments presented by both Plaintiff and Defendants.

### ***Defendants' Requested Dismissal of the Complaint Pursuant to Civil Rule 404(2)***

Defendants state Plaintiff's Complaint should be dismissed in its entirety pursuant to Civil Rule 1028(a)(2) for its alleged failure to conform to Civil Rule 404(2). *Preliminary Objections to Plaintiff's Complaint in Mortgage Foreclosure*, ¶ 12. Civil Rule 404(2) states, "process shall be served outside the Commonwealth within ninety [90] days of the . . . filing of the complaint or . . . reinstatement thereof . . . by mail in the manner provided by [Civil] Rule 403," which states as follows:

. . . process shall be mailed to the defendant by . . . mail

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<sup>5</sup> The Erie County Local Rules of Civil Procedure provide:

If the brief of either the objecting party or nonmoving party is not filed within the time periods above stated . . . the Court may then: (A) overrule the objections where the objecting party has failed to comply; (B) grant the requested relief where the responding party has failed to comply and where the requested relief is supported by law, or (C) prohibit the noncomplying party from participating in oral argument although all parties will be given notice of oral argument and shall be permitted to be present at oral argument; and/or (D) impose such other legally appropriate sanction upon, a noncomplying party as the Court shall deem proper including the award of reasonable costs and attorney's fees incurred as a result of the noncompliance.

*Erie L.R. 1028(c)(4)(A)-(D)*.



requiring a receipt signed by the defendant or his authorized agent. Service is complete upon delivery of the mail. If the mail is returned with notation . . . that the defendant refused to accept the mail, the plaintiff shall have the right of service by mailing a copy to the defendant at the same address by ordinary mail with the return address of the sender appearing thereon. Service by ordinary mail is complete if the mail is not returned to the sender within fifteen days after mailing. If the mail is returned with notation by the postal authorities that it was unclaimed, the plaintiff shall make service by another means pursuant to these rules.

*Pa.R.C.P. 404(2), 403.* Though Defendants initially claimed neither of them received proper service of the Complaint, they later conceded to such reception, and stated the issue moot as a result. *See, Preliminary Objections to Plaintiff's Complaint in Mortgage Foreclosure*, ¶¶ 14-16; *Defendants' Brief in Opposition to Plaintiff's Preliminary Objections to Defendants' Preliminary Objections*, p. 5. The Court finds Defendants' relinquishment of their service argument is appropriate, and all statements regarding the argument are hereby rendered moot.<sup>6</sup> As both of the arguments contained in Plaintiff's Preliminary Objections involve the Complaint's previously disputed service, the Court finds it suitable to briefly address these arguments before returning to its analysis of Defendants' Preliminary Objections.

### ***Plaintiff's Requested Dismissal of Defendants' Preliminary Objections Pursuant to Civil Rules 1024(a) and 1026***

Plaintiff first states Defendants' Preliminary Objections should be dismissed pursuant to Civil Rule 1028(a)(2) for its alleged failure to conform to Civil Rule 1024(a), which states "[e]very pleading containing an averment of fact not appearing of record in the action or containing a denial of fact shall state that the averment or denial is true upon the signer's personal knowledge or information and belief and

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<sup>6</sup> Notwithstanding Defendants' admission to receiving service of the Complaint, the Court would be remiss if it failed to show the service, as received, was done so pursuant to the Civil Rules. The Civil Rules provide for the service of process outside the Commonwealth by handing a copy at the residence of the defendant to an adult member of the family with whom he or she resides, e.g., his or her adult spouse. *Pa.R.C.P. 402(a)(2)(i)*; *Engler v. City of Philadelphia*, 34 Pa. D. & C.3d 30 (C.P. Philadelphia Co. 1984)(finding service of process by certified mail made at a defendant's home that is outside of the Commonwealth and accepted by the defendant's spouse is valid, as it is presumed the spouse is authorized to receive mail on the defendant's behalf). Furthermore, service by certified mail on one spouse and codefendant will be deemed to have been made when the other spouse and codefendant accepts service at their mutual home. *Continental Bank v. Rapp*, 485 A.2d 480, 484 (Pa. Super. 1984)(holding that it would be "absurd" to permit husband-wife mortgagors/defendants to evade judgment simply by alleging that the one accepting the service never told the other of the service). The record reveals Defendant Alexander Bruton received service of the Complaint five (5) days after Plaintiff filed it via Certified Mail, i.e., a form of mail requiring signed receipt pursuant to Civil Rule 403, and Defendant Carina Bruton subsequently received service of the Reinstated Complaint within fifteen (15) days after its filing via substituted service allowed under Civil Rule 402(a)(2)(i). Therefore, the Court would have nevertheless found Defendants were properly served as required by Civil Rule 404(2), *et seq.*, even if they had never stated their service argument was moot.

shall be verified." *Pa.R.C.P. 1024(a); Plaintiff's Preliminary Objections to Defendants' Preliminary Objections*, ¶¶ 15-19. Plaintiff argues its Preliminary Objections should be sustained, as a verification does not accompany Defendants' Preliminary Objections although they contain an alleged denial of fact, specifically, that Defendant Carina Bruton has "never been served with [either] the reinstated Complaint [or] the original." *Plaintiff's Preliminary Objections to Defendants' Preliminary Objections*, ¶¶ 15-19; *Plaintiff's Memorandum of Law*, p. 4; *Preliminary Objections to Plaintiff's Complaint in Mortgage Foreclosure*, ¶ 14.

The Court finds that even if this statement were determined to be an averment of fact, it would have no substantial bearing on Defendants' Preliminary Objections due to their relinquishment of their service argument. Thus, Plaintiff's argument of an alleged failure to conform to Civil Rule 1024(a) is immaterial. Furthermore, even if Defendants had never admitted to receiving proper service, the Court would nevertheless find that the statement is not an averment of fact, but a statement that merely generates a question of law regarding the failure of Plaintiff to satisfy its duty to serve the Complaint upon Defendant Carina Bruton pursuant to the Civil Rules. Thus, a verification would not be necessary as to Defendants' Preliminary Objection under either analysis. *See, Pa.R.C.P. 76* (verification relates only to statements of fact, not questions of law).

Plaintiff also states Defendants' Preliminary Objections should be dismissed pursuant to Civil Rule 1028(a)(2) for its alleged failure to conform to Civil Rule 1026. *Plaintiff's Preliminary Objections to Defendants' Preliminary Objections*, ¶¶ 5-14. As previously stated herein, Civil Rule 1026 states preliminary objections are to be filed within twenty (20) days after service of the preceding pleading. *Pa.R.C.P. 1026; see also, Pa.R.C.P. 1017(a)(4)*. Plaintiff argues its Preliminary Objections should be sustained, as Defendants' Preliminary Objections were not timely filed. *Plaintiff's Preliminary Objections to Defendants' Preliminary Objections*, ¶¶ 5-14; *Plaintiff's Memorandum of Law*, pp. 3-4. Defendants have implicitly stated through their admission that service was effectuated on June 16, 2009, upon the Harrison County Sheriff Deputy's substituted service of Defendant Carina Bruton. Defendants filed their Preliminary Objections on July 15, 2009, outside of twenty (20) days of June 16, 2009. As the parties currently possess one another's respective pleadings, and in light of the fact the Court has abstained from addressing Plaintiff's compliance of Civil Rule 405,<sup>7</sup> the Court finds this nine (9) day gap does not warrant dismissal of Defendants' Preliminary Objections.

---

<sup>7</sup> Prior to stating their argument regarding proper service to be moot, Defendants set forth the notion that, as Plaintiff failed to file its proof of service with the Prothonotary as required by Civil Rule 405, Defendants had no way to verify service of the Complaint, and thusly had no ability to file the proper response within twenty days. *See, Defendants' Brief in Opposition to Plaintiff's Preliminary Objections to Defendants' Preliminary Objections*, p. 5. The Court withholds a ruling regarding Plaintiff's abidance of Civil Rule 405 due to Defendants' concession of their service argument.

***Defendants' Requested Dismissal of the Complaint Pursuant to Civil Rule 1019(i)***

Defendants state Plaintiff's Complaint should be dismissed in its entirety pursuant to Civil Rule 1028(a)(2) for its alleged failure to conform to Civil Rule 1019(i). *Preliminary Objections to Plaintiff's Complaint in Mortgage Foreclosure*, ¶¶ 22-25. Civil Rule 1019(i) states, "when any claim or defense is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof . . . ." *Pa.R.C.P. 1019(i)*. Defendants argue their Preliminary Objections should be sustained, as Plaintiff failed to attach the promissory note to the Complaint that was referenced in paragraph three (3) therein (hereinafter "Referenced Note"), which lays out Defendants' obligations in regard to the Subject Property's Mortgage. *Defendants' Brief in Support of Preliminary Objections to Plaintiff's Complaint in Mortgage Foreclosure*, pp. 5-6. However, Plaintiff attached a note as Exhibit 1 to its Opposition to Defendants' Motion to Set Aside the Default Judgment (hereinafter "Exhibit Note"). *Plaintiff's Answer in Opposition to Defendants Petition/Motion to Strike/Set Aside Default Judgment and Cancel Sheriff's Sale, Ex. 1*. Provided the Exhibit Note and the Referenced Note are one and the same, the Referenced Note is now in Defendants' possession, and the Court finds Plaintiff need not file yet another Complaint.<sup>8</sup> If it is not, the Court orders Plaintiff to file an Amended Complaint within twenty (20) days after notice of the Court's Order with the Referenced Note affixed thereto pursuant to Civil Rule 1019(i).

***Defendants' Requested Dismissal of the Complaint Pursuant to Civil Rule 1024(c)***

Defendants state Plaintiff's Complaint should be dismissed pursuant to Civil Rule 1028(a)(2) for its alleged failure to conform to Civil Rule 1024(c). *Preliminary Objections to Plaintiff's Complaint in Mortgage Foreclosure*, ¶¶ 17-21. Civil Rule 1024(c) states, "[t]he verification shall be made by one or more of the parties filing the pleading . . . unless all the parties lack sufficient knowledge or information." *Pa.R.C.P. 1024(c)*. In such instances, any person having sufficient knowledge or information and belief may sign the verification, and they must further state the reason the verification was not made by a party. *Id.* Defendants argue their Preliminary Objections should be sustained, as the Verification to the Complaint (hereinafter "Verification") was not signed by an authorized individual, but by Plaintiff's Attorney. *Defendants' Brief in Support of Preliminary Objections to Plaintiff's Complaint in Mortgage Foreclosure*, pp. 4-5. A pleading signed by an attorney, rather than by

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<sup>8</sup> The Court has latitude in its interpretation and application of the Civil Rules in certain instances. *See, Pa.R.C.P. 126*. Thus, provided the Referenced Note is already contained in the record as the Exhibit Note, the Court finds Defendants' substantial rights would not be affected by Plaintiff's failure to affix it to the Complaint, and it would be advantageous to forgo the filing of yet another Complaint that would further prolong the efficient determination of the present action.

the party filing the pleading, does not ordinarily comply with Civil Rule 1024(c). *See, Atlantic Credit & Finance, Inc. v. Giuliana*, 829 A.2d 340, 344 (Pa. Super. 2003)(wherein a verification was signed by an attorney's paralegal); *allocatur denied*, 843 A.2d 1236 (Pa. 2004): This prohibition extends to the verification of pleadings by a corporation, where an authorized officer of the corporation should sign the verification, unless: the corporation authorizes the attorney to sign the verification; authorized agents are unable to sign the verification; and the attorney has personal knowledge of the alleged facts. *See, Tremont Twp. Sch. Dist. v. Western Anthracite Coal Co.*, 75 Pa. D. & C. 225 (C.P. Schuylkill Co. 1951); *see also, Standard Pennsylvania Practice* 2d §§ 1002:1.1; 1024(c):(3) (West 2001).

The Verification reveals Plaintiff's Attorney was not only authorized and able to sign the Verification, but also had personal knowledge of the alleged facts. Furthermore, the Verification shows why an authorized agent of Plaintiff did not sign it, i.e., Plaintiff would have been required to verify much of the information through multiple agents. The Court finds the Verification, as signed by Plaintiff's Attorney subject to the penalties imposed upon him by the Pennsylvania Consolidated Statutes for falsification to authorities, is not in direct violation of Civil Rule 1024(c).

#### ***Defendants' Requested Dismissal of Paragraph Nine of the Complaint***

Defendants further contend Plaintiff's request for attorney's fees at paragraph nine (9) of the Complaint should be dismissed. *Preliminary Objections to Plaintiff's Complaint in Mortgage Foreclosure*, ¶¶ 26-29. Attorney fees are not recoverable unless by specific agreement or statute. *See, Madden Contracting & Material Co., Inc. v. Lastooka*, 18 Pa. D. & C.3d 495 (C.P. Westmoreland Co. 1980). The Court finds Plaintiff is not entitled to attorney fees if judgment were entered in its favor, as it has failed to support its request by citing any statute, case law, or agreement between it and Defendants stating such entitlement.

#### **ORDER**

**AND NOW, TO-WIT**, this 26th day of April, 2010, it is hereby **ORDERED, ADJUDGED, and DECREED** that, for the reasons set forth in the foregoing Opinion, Defendants' Preliminary Objections are **OVERRULED** as to dismissal of the entire Complaint, but **SUSTAINED** as to dismissal of paragraph nine (9) of the Complaint. Plaintiff's Preliminary Objections are **OVERRULED**.

**BY THE COURT:**

/s/ **Shad Connelly, Judge**

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**CHANGE OF NAME NOTICE**

In the Court of Common Pleas of Erie County, Pennsylvania  
Docket No. 13140-10

In Re: Abigail Ann Garcia, a minor  
Notice is hereby given that a Petition was filed in the above named court on July 16, 2010 by Heather Hakel on behalf of Abigail Ann Garcia, a minor, requesting an order to change the name of Abigail Ann Garcia to Abigail Ann Hakel-Garcia.

The Court has fixed the 8th day of September, 2010, at 8:45 a.m. in Courtroom No. B of the Erie County Courthouse, 140 W. 6th St., Erie, PA 16501 as the time and place for the hearing on said Petition, when and where all interested parties may appear and show cause, if any, why the prayer of the Petitioner should not be granted.

Jul. 23

**CHANGE OF NAME NOTICE**

In the Matter of the Change of Name of: Samantha Jo Hopkins

Notice is hereby given that on July 12, 2010, the Petition of Samantha Jo Hicks was filed in the Court of Common Pleas of Erie County, Pennsylvania for a decree to change her name to Samantha Jo Hopkins. The Court has fixed August 16, 2010 at 11:00 a.m. in Courtroom A at the Erie County Courthouse as the time and place for the hearing on said Petition, when and where all persons interested may attend.

Damon C. Hopkins, Esquire  
504 State Street, Suite 300  
Erie, PA 16501

Jul. 23

**INCORPORATION NOTICE**

Running for Parkinson's has been incorporated under the provisions of the Non-Profit Corporation Law of 1988, exclusively for charitable, educational and scientific purposes, including, for such purposes, the making of distributions to organizations under Section 501(c) (3) of the Internal Revenue Code (or the corresponding section of

any future Federal tax code) and to engage in and perform all lawful acts that may be performed by a nonprofit corporation under the Pennsylvania Nonprofit Corporation Law of 1988.

The Articles of Incorporation were filed with the Pennsylvania Department of State on June 22, 2010  
Colleen R. Stumpf

Attorney-at-Law  
Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc.

2222 West Grandview Boulevard  
Erie, Pennsylvania 16506-4508

Jul. 23

**INCORPORATION NOTICE**

SCOTT'S Q RESTAURANTS, INC. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988.

Knox McLaughlin Gornall & Sennett, P.C.

120 West Tenth Street  
Erie, Pennsylvania 16501

Jul. 23

**INCORPORATION NOTICE**

Notice is hereby given that SOS4Kidz has been incorporated under the provisions of the Nonprofit Corporation Law of 1988.

Jul. 23

**ORGANIZATION NOTICE**

Turner Therapeutic Massage, Inc. has been organized under the provisions of the Business Corporation Law of 1988.

Jul. 23

**AUDIT LIST  
NOTICE BY  
PATRICK L. FETZNER**

**Clerk of Records,  
Register of Wills and Ex-Officio Clerk of  
the Orphans' Court Division, of the  
Court of Common Pleas of Erie County, Pennsylvania**

The following Executors, Administrators, Guardians and Trustees have filed their Accounts in the Office of the Clerk of Records, Register of Wills and Orphans' Court Division and the same will be presented to the Orphans' Court of Erie County at the Court House, City of Erie, on **Monday, July 26, 2010** and confirmed Nisi.

**August 19, 2010** is the last day on which Objections may be filed to any of these accounts.

Accounts in proper form and to which no Objections are filed will be audited and confirmed absolutely. A time will be fixed for auditing and taking of testimony where necessary in all other accounts.

<u>2010</u>	<u>ESTATE</u>	<u>ACCOUNTANT</u>	<u>ATTORNEY</u>
209.	Michael J. Murphy .....	Robert J. Smith, Succ. Tr. ....	MacDonald Illig Jones & Britton LLP
210.	Charlotte Ellen Eichelsdorfer ...	David R. Eichelsdorfer, Exr. ....	Scott E. Miller
211.	James E. Blackwood .....	Nancy Bird-Blackwood, Exrx. ....	Vendetti & Vendetti
212.	Lakshmi Prakash Gupta .....	Shubhra Gupta, Admrx. ....	Darlene M. Vlahos, Esq.
213.	Margaret E. Brairton .....	Barbara L. Brairton, Exrx. ....	Yochim Skiba & Nash
214.	Anthony DeMarco, Sr. ....	Anthony DeMarco, Jr., Exr. ....	William J. Moder, III

PATRICK L. FETZNER  
Clerk of Records  
Register of Wills &  
Orphans' Court Division

Jul. 23, 30

**ESTATE NOTICES**

Notice is hereby given that in the estates of the decedents set forth below the Register of Wills has granted letters, testamentary or of administration, to the persons named. All persons having claims or demands against said estates are requested to make known the same and all persons indebted to said estates are requested to make payment without delay to the executors or their attorneys named below.

**FIRST PUBLICATION**

**DeBELLO, NICK A., a/k/a  
NICHOLAS A. DeBELLO,  
deceased**

Late of the City of Erie, County of Erie, and Commonwealth of Pennsylvania  
*Executor:* Dominick L. DeBello, P.O. Box 6393, Plymouth, MI 48170  
*Attorney:* Thomas S. Kubinski, Esquire, The Gideon Ball House, 135 East 6th Street, Erie, PA 16501

**DeMARCO, JANET MARIE  
deceased**

Late of the City of Erie, County of Erie  
*Executor:* Ralph V. DeMarco  
*Attorney:* Harry S. Cohen & Associates, P.C., Two Chatham Center, Suite 985, Pittsburgh, PA 15219

**DOUTT, TWILA V.,  
deceased**

Late of North East Township, Erie County, North East, Pennsylvania  
*Co-Executors:* Tina Schwab and Sandy Lee, c/o Robert J. Jeffery, Esq., 33 East Main Street, North East, Pennsylvania 16428  
*Attorney:* Robert J. Jeffery, Esq., Orton & Jeffery, P.C., 33 East Main Street, North East, Pennsylvania 16428

**ETTER, HELEN M., a/k/a  
HELENA ETTER, a/k/a  
HELEN ETTER,  
deceased**

Late of Harborcreek Township, Erie County, Pennsylvania  
*Executrix:* Sandra L. Etter, 233 Lowry Road, Erie, PA 16511  
*Attorney:* Gary J. Shapira, Esq., 305 West Sixth Street, Erie, PA 16507

**FUCCI, VINCENT J., a/k/a  
VINCENT FUCCI,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Administrator:* Jason P. Fucci, c/o 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508  
*Attorney:* Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

**GRIM, MICHAEL L., a/k/a  
MIKE GRIM, a/k/a  
MICHAEL GRIM,  
deceased**

Late of the City of Erie, County of Erie  
*Executor:* Jacklyn A. DeWolf, 1029 W. 25th Street, Erie, PA 16502  
*Attorney:* None

**HOLODNAK, DONALD A.,  
deceased**

Late of the Township of Harborcreek, Erie County, Pennsylvania  
*Executrix:* Mabel L. Holodnak, 5723 Clark Road, Erie, PA 16510  
*Attorney:* Mark A. Denlinger, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**HURN, MARY E.,  
deceased**

Late of the Township of North East, Commonwealth of Pennsylvania  
*Executrix:* Nancy A. Wiley, c/o Anthony Angelone, Esquire, 3820 Liberty Street, Erie, PA 16509  
*Attorney:* Anthony Angelone, Esq., 3820 Liberty Street, Erie, PA 16509

**MILLER, MILDRED R.,  
deceased**

Late of Millcreek Township, County of Erie, Commonwealth of PA  
*Executor:* Patrice M. Rushe, 712 Long Point Drive, Erie, PA 16505  
*Attorney:* Luigi P. Montagna, Esq., 1001 State Street, Suite 1400, Erie, PA 16501

**NESTOR, ANDY,  
deceased**

Late of the City of Erie, Erie County, Pennsylvania  
*Executrix:* Joanne Hesch, 1031 West 24th Street, Erie, PA 16502  
*Attorney:* Burton L. Fish, Esq., Buffalo Road Professionals, PC, 5218 Buffalo Road, PO Box 7185, Erie, PA 16510

**RISHELL, TODD WITHEROW,  
a/k/a TODD W. RISHELL,  
deceased**

Late of the Township of McKean, County of Erie, and Commonwealth of Pennsylvania  
*Co-Executrices:* Cynthia Lee Sharrer, 8730 Peffer Road, Fairview, Pennsylvania 16415 and Anna Louise Bommelje, 216 Crystal Point Drive, Erie, Pennsylvania 16505  
*Attorney:* Robert E. McBride, Esquire, 32 West Eighth Street, Suite 600, Erie, Pennsylvania 16501

**ROSS, ROSE M.,  
deceased**

Late of the City of Corry, County of Erie, Pennsylvania  
*Executor:* Rolland Ross, c/o Attorney John Moore, 5748 Schultz Rd., Erie, PA 16509  
*Attorney:* John Moore, 5748 Schultz Rd., Erie, PA 16509

**WEBER, MILDRED,  
deceased**

Late of the City of Erie, County of Erie, Pennsylvania  
*Executor:* Linda Belton, c/o Marshall L. Belton, Esq., P.O. Box 393, Verona, WI 53593  
*Attorney:* Marshall L. Belton, Esq., P.O. Box 393, Verona, WI 53593



**WITKOWSKI, JOSEPH J.,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania

*Executor:* Timothy S. Witkowski, c/o Kevin M. Monahan, Esq., Suite 300, 300 State Street, Erie, PA 16507

*Attorneys:* Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Attorneys-at-Law, Suite 300, 300 State Street, Erie, PA 16507

**SECOND PUBLICATION**

**CULLATON, SHARON E.,  
deceased**

Late of the City of Erie, County of Erie, Pennsylvania

*Executor:* Briar A. Cullaton, c/o 900 State Street, Suite 215, Erie, PA 16501

*Attorney:* Gregory L. Heidt, Esquire, 900 State Street, Suite 215, Erie, PA 16501

**DiANGI, CARMELLA, a/k/a  
CARMELLA B. DIANGI,  
deceased**

Late of the City of Erie, Erie County, Pennsylvania

*Executors:* Philip Guy DiAngi, 6140 Daggett Road, Girard, Pennsylvania 16417 and John R. Falcone, 135 East 6th Street, Erie, Pennsylvania 16501

*Attorney:* John R. Falcone, Esq., The Gideon Ball House, 135 East 6th Street, Erie, Pennsylvania 16501

**ECKHARDT, LILLIAN C.,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania

*Executor:* Lawrence R. Eckhardt, c/o Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507

*Attorney:* Gary H. Nash, Esq., Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507

**FIESLER, SALLY J.,  
deceased**

Late of the Boro of Waterford, County of Erie, and Commonwealth of Pennsylvania

*Executor:* James R. Fiesler  
*Attorney:* L. C. TeWinkle, Esq., Sciarriano TeWinkle, Renaissance Centre, 1001 State Street, Suite 1220, Erie, Pennsylvania 16501

**GRAY, RICHARD L.,  
deceased**

Late of Girard Township  
*Co-Executrices:* Violet G. Sidman, 934 Oakmont Avenue, Erie, PA 16505 and William A. Gray, 4910 Crepe Myrtle Lane, Pasadena, TX 77505

*Attorney:* Brian Glowacki, Esquire, Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**LANG, JEREMIAH L.,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania

*Executrix:* Elizabeth A. Brown, c/o 504 State Street, 3rd Floor, Erie, PA 16501

*Attorney:* Michael J. Nies, Esquire, 504 State Street, 3rd Floor, Erie, PA 16501

**OLENIK, SARAH H., a/k/a  
SARAH OLENIK,  
deceased**

Late of the County of Erie, Commonwealth of Pennsylvania

*Executrix:* Linda M. Strong, 10384 Rt. 18., Albion, PA 16401  
*Attorney:* None

**PARKER, FLORENCE,  
deceased**

Late of the City of Erie, County of Erie, Pennsylvania

*Executrix:* Joyce E. Parker, c/o 900 State Street, Suite 215, Erie, PA 16501

*Attorney:* Gregory L. Heidt, Esquire, 900 State Street, Suite 215, Erie, PA 16501

**STOUFFER, CONSTANCE L.,  
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania

*Executor:* Brenton A. Wilson, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506  
*Attorney:* Colleen R. Stumpf, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**THIRD PUBLICATION**

**AMY, ROBERT J.,  
deceased**

Late of the County of Erie, and Commonwealth of Pennsylvania

*Executor:* Michael J. Amy, c/o 900 State Street, Suite 104, Erie, PA 16501

*Attorney:* Sumner E. Nichols, II, Esquire, Nichols & Myers, P.C., 900 State Street, Suite 104, Erie, PA 16501

**GEORGE, MICHAEL IVAN,  
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania

*Executor:* Owen George, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508

*Attorneys:* Scott L. Wallen, Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc. 2222 West Grandview Blvd., Erie, PA 16506-4508

**JOHNSON, FRANK H.,  
deceased**

Late of the Township of Millcreek, City of Erie, Pennsylvania

*Executor:* Beverly Johnson, McCarthy, Martone & Peasley, c/o 150 West Fifth Street, Erie, Pennsylvania 16507

*Attorney:* Joseph P. Martone, Esq., McCarthy, Martone & Peasley, 150 West Fifth Street, Erie, Pennsylvania 16507

**KINNEY, MARY FRANCES,  
deceased**

Late of the Township of Harborcreek, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Maryanne B. Szymanowski, c/o 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508  
*Attorney:* Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

**KURPIEWSKI, HELEN,  
deceased**

Late of the City of Erie, County of Erie, and Commonwealth of Pennsylvania  
*Executor:* Thomas Kurpiewski, 231 Wallace Street, Erie, PA 16507  
*Attorney:* Thomas S. Kubinski, Esquire, The Gideon Ball House, 135 East 6th Street, Erie, PA 16501

**KWIATKOWSKI, CASIMER W.,  
a/k/a CASIMIR W.  
KWIATKOWSKI, a/k/a  
CASIMIR W. FLOWERS, a/k/a  
CASIMIR W. FLOWERS,  
deceased**

Late of the City of Erie  
*Executor:* Gary A. Flowers, 3148 Lake Front Drive, Erie, PA 16505  
*Attorney:* None

**MOORE, MARY A.,  
deceased**

Late of the City of Erie, County of Erie, and Commonwealth of Pennsylvania  
*Executrix:* Deborah Sinnott-Steves, 140 East 29th Street, Erie, PA 16504  
*Attorney:* Gregory P. Sesler, Esquire, Sesler and Sesler, 109 East Tenth Street, Erie, PA 16501

**MORGAN, AUDREY L.,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Administratrix:* Linda S. Post, c/o 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508  
*Attorney:* Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

**RAMBISH, MARTHA GRACE,  
deceased**

Late of the City of Erie, County of Erie  
*Executor:* Gary Walter Rambish, c/o Thomas A. Testi, Esq., P.O. Box 413, Fairview, PA 16415  
*Attorney:* Thomas A. Testi, Esq., 3952 Avonia Road, P.O. Box 413, Fairview, PA 16415

**ZONNA, DARRELL S.,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Koreen P. Zonna  
*Attorney:* Craig A. Zonna, Esquire, Elderkin, Martin, Kelly & Messina, 150 East 8th Street, Erie, PA 16501



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