

Erie County Legal Journal

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Trusted & Reliable Healthcare Inc., et al. v. ePeople Health Care, Inc. et al.

Erie County Legal Journal

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

Managing Editor: Heidi M. Weismiller
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Erie County Bar Association

Calendar of Events and Seminars

TUESDAY, JULY 5, 2011

Handling the Failure to Disclose Case
PBI Video Seminar

Erie County Bar Association
9:00 a.m. – 12:00 p.m. (8:30 a.m. reg.)
\$129 (member) \$109 (admitted after 1/1/07)
\$149 (nonmember)
3 hours substantive

THURSDAY, JULY 7, 2011

Hot Topics in Employment Law
For Non-Employment Attorneys
PBI Video Seminar

Erie County Bar Association
9:00 a.m. – 12:00 p.m. (8:30 a.m. reg.)
\$129 (member) \$109 (admitted after 1/1/07)
\$149 (nonmember)
4 hours substantive

TUESDAY, JULY 12, 2011

Covenants Not To Compete
ECBA Live Lunch-n-Learn Seminar
Bayfront Convention Center

12:15 p.m. - 1:15 p.m. (11:45 a.m. lunch and reg.)
\$32 (ECBA member/non-attorney staff)
\$48 (nonmember)
1 hour substantive

TUESDAY, JULY 12, 2011

The Challenges of Representing a Client
with Diminished Capacity
PBI Video Seminar

Erie County Bar Association
9:00 a.m. - 11:00 a.m. (8:30 a.m. reg.)
\$89 (member) \$89 (admitted after 1/1/07)
\$99 (nonmember)
1 hour substantive / 1 hour ethics

THURSDAY, JULY 14, 2011

Winning Before Trial: 10 Keys to Winning Depositions
PBI Groupcast Seminar

Erie County Bar Association
8:30 a.m. – 3:30 p.m. (8:00 a.m. reg.)
Lunch is Included
\$344 (member) \$324 (admitted after 1/1/07)
\$364 (nonmember)

Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee:
\$319 (member) \$299 (admitted after 1/1/07) \$339 (nonmember)
5 hours substantive / 1 hour ethics

TUESDAY, JULY 19, 2011

Advanced Issues in Estate Planning
PBI Video Seminar

Erie County Bar Association
9:00 a.m. – 5:00 p.m. (8:30 a.m.)
\$149 (member) \$129 (admitted after 1/1/07)
\$169 (nonmember)
5 hours substantive / 1 hour ethics

THURSDAY, JULY 21, 2011

Ohlbaum on Evidence Advocacy: Using the Rules of
Evidence to Persuade
PBI Groupcast Seminar

Erie County Bar Association
8:30 a.m. – 3:30 p.m. (8:00 a.m. reg.)
Lunch is Included
\$374 (member) \$354 (admitted after 1/1/07)
\$394 (nonmember)

Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee:
\$349 (member) \$329 (admitted after 1/1/07) \$369 (nonmember)
5 hours substantive / 1 hour ethics

TUESDAY, JULY 26, 2011

Intimate Partners/Legal Strangers: A Guide for
Representing Unmarried Couples
PBI Video Seminar

Erie County Bar Association
9:00 a.m. – 1:30 p.m. (8:30 a.m. reg.)
\$129 (member) \$109 (admitted after 1/1/07)
\$149 (nonmember)
4 hours substantive

WEDNESDAY, JULY 27, 2011

Fundamentals of Civil Practice
PBI Groupcast Seminar

Erie County Bar Association
9:00 a.m. – 1:15 p.m. (8:30 a.m. reg.)
\$224 (member) \$204 (admitted after 1/1/07)
\$244 (nonmember)

Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee:
\$199(member) \$179(admitted after 1/1/07) \$219(nonmember)
4 hours substantive

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IN THE UNITED STATES BANKRUPTCY COURT FOR
THE WESTERN DISTRICT OF PENNSYLVANIA

MOTION COURT DATES FOR CHIEF JUDGE THOMAS P. AGRESTI
In Re: ERIE DIVISION SCHEDULING PROCEDURES

JULY 2011 NOTICE

The following is a list of *July through September 2011* motion court dates and times to be used for the scheduling of motions pursuant to *Local Rule 9013-5(A)* before **Chief Judge Thomas P. Agresti** in the Erie Division of the Court. The use of these dates for scheduling motions consistent with the requirements of *Local Rule 9013-5(A)* is summarized below and on Chief Judge Agresti's website at: www.pawb.uscourts.gov. ***The motions will be heard in the Bankruptcy Courtroom, U.S. Courthouse, 17 South Park Row, Erie, PA 16501.***

ERIE CH. 13 AND CH. 7 CASES

Counsel for a moving party shall select one of the following dates and times for matters subject to the "self-scheduling" provisions of the *Local Rules* (See Court Website at <http://www.pawb.uscourts.gov> and *W.D. PA Local Rule 9013-5(A)*), insert same on the notice of hearing for the motion, and serve the notice on all respondents, trustee(s) and parties in interest. Where a particular type of motion is listed at a designated time, filers shall utilize that time for the indicated motions(s) *unless*: (a) special arrangements have been approved in advance by the Court, or, (b) another motion in the same bankruptcy case has already been set for hearing at a different time and the moving party chooses to use the same date and time as the previously scheduled matter.

Scheduling of CHAPTER 13 Motions before Chief Judge Thomas P. Agresti

Wednesday, July 20, 2011	1:30 p.m.: Open for all Erie matters
Wednesday, August 10, 2011	2:00 p.m.: Open for all Erie matters
Wednesday, August 31, 2011	2:30 p.m.: Open for all Erie matters*

* ALL Chapter 12 matters are to be scheduled for 2:30 p.m.
Sale, Financing and Extend/Impose Stay Motions also scheduled at 2:30 p.m.

.....
Friday, September 16, 2011

*NOTE: Please be sure to choose the correct, revised times below.
The time changes will continue going forward.*

9:30 a.m.: Open for all Erie matters
10:00 a.m.: Open for all Erie matters
10:30 a.m.: Open for all Erie matters

Chapter 12 matters are to be scheduled at 11:00 a.m.
Sale, Financing and Extended/Impose Stay Motions are scheduled at 11:00 a.m.

Scheduling of CHAPTER 7 Motions before Chief Judge Thomas P. Agresti

Thursday, July 14, 2011	10:30 a.m.: Open for all Erie matters
Thursday, July 28, 2011	11:00 a.m.: Open for all Erie matters**
Thursday, August 18, 2011	11:30 a.m.: Sale Motions at this time, only
Thursday, September 1, 2011	
Thursday, September 15, 2011	**All Motions to Extend/Impose Stay are to be scheduled at 11:00 a.m.

ERIE CHAPTER 11 CASES

The Self-scheduling Rule does not apply to Chapter 11 cases. Documents are to be electronically filed with the Clerk's Office. Thereafter, scheduling Orders will be issued from Chambers which schedule any required hearings and, where applicable, outline the specific procedures to be utilized. *Any pleadings in Chapter 11 cases which are self-scheduled will be dismissed upon filing.*

ALL OF THE ABOVE DATES ARE SUBJECT TO REVISION. Please check each month for any changes in the dates that have been published previously. THIS SCHEDULE CAN BE VIEWED ON PACER (Public Access to Court Electronic Records) and on the Court's Web Site (www.pawb.uscourts.gov).

John J. Horner
Clerk of Court

Jul. 1

ATTENTION ALL ATTORNEYS

Are you or an attorney you know dealing with personal issues related to drug or alcohol dependency, depression, anxiety, gambling, eating disorders, sexual addiction, other process addictions or other emotional and mental health issues?

— YOU ARE FAR FROM BEING ALONE! —

*You are invited and encouraged to join a small group of fellow attorneys who meet informally in Erie on a monthly basis. Please feel free to contact ECBA Executive Director Sandra Brydon Smith at 814/459-3111 for additional information. Your interest and involvement will be kept **strictly confidential**.*

**TRUSTED & RELIABLE HEALTHCARE INC. d/b/a
BRIGHTSTAR HEALTHCARE, a New York business
corporation, Plaintiff**

v.

**EPEOPLE HEALTH CARE, INC. d/b/a EKIDZ CARE, a
Delaware corporation, SHARON M. YOST, an individual,
SARAH L. TRUJILLO, an individual, and
KATHERINE GUSTAFSON, an individual, Defendants**

EQUITY / INJUNCTIONS

A preliminary injunction is a most extraordinary form of relief that will be granted only in the most compelling of cases.

EQUITY / INJUNCTIONS

A preliminary injunction should be granted only if all of the following four "essential prerequisites" are proven: (1) a strong likelihood of success on the merits; (2) a showing of immediate and irreparable harm that cannot be compensated by monetary damages; (3) a showing that greater harm will result if preliminary injunction relief is denied than if such relief is granted; and (4) a showing that a preliminary injunction would restore the *status quo*.

LABOR AND EMPLOYMENT / NONCOMPETES

In order to be enforceable, a restrictive covenant must satisfy three requirements: (1) the covenant must relate to either a contract for the sale of good will or other subject property or to a contract for employment; (2) the covenant must be supported by adequate consideration; and (3) the application of the covenant must be reasonably limited in both time and territory.

LABOR AND EMPLOYMENT / NONCOMPETES

Pennsylvania law permits equitable enforcement of employee covenants not to compete only so far as reasonably necessary for the protection of the employer.

LABOR AND EMPLOYMENT / NONCOMPETES

Restrictive covenants are not favored in Pennsylvania, and have historically been viewed as a trade restraint that prevents a former employee from earning a living.

LABOR AND EMPLOYMENT / NONCOMPETES

Whether a non-compete agreement should be enforced requires a balancing test wherein the court balances the employer's protectible business interests against the interest of the employee in earning a living in his or her chosen profession, trade or occupation, and then balances the result against the interest of the public.

LABOR AND EMPLOYMENT / NONCOMPETES

A restrictive covenant precluding health care employees from competing within a twenty-mile radius of the employer's office for a period of one year is not unreasonable, especially where that radius is limited to an area less than that of the employer's service area.

EQUITY / PRINCIPLES OF EQUITY / UNCLEAN HANDS

The unclean hands doctrine is applicable when the court, in its discretion, finds that the party seeking affirmative relief is guilty of fraud, unconscionable conduct or bad faith directly related to the matter at issue that injures the other party and affects the balance of equities between the litigants.

EQUITY / PRINCIPLES OF EQUITY / UNCLEAN HANDS

The doctrine of unclean hands does not bar relief to a party merely because his conduct in general has been shown not to be blameless.

EQUITY / PRINCIPLES OF EQUITY / UNCLEAN HANDS

The doctrine of unclean hands only applies where the wrongdoing directly affects the relationship subsisting between the parties and is directly connected to the matter in controversy.

EQUITY / INJUNCTIONS

In the preliminary injunction context, irreparable harm occurs in two situations: (1) where the subject matter of the contract is of such special nature or particular value that damages are inadequate; or (2) where, because of some special and practical features of the contract, it is impossible to ascertain the legal measure of loss so that money damages are impracticable.

EQUITY / INJUNCTIONS

Irreparable harm has been found in the commercial context where there is an impending loss of a business opportunity or market advantage.

EQUITY / INJUNCTIONS

It is not the initial breach of the covenant which necessarily establishes the existence of irreparable harm, but rather the threat of unbridled continuation of the violation and the resultant incalculable damage to the former employer's business that constitutes the jurisdiction for equitable intervention.

EQUITY / INJUNCTIONS

Harm to the public is an additional consideration in the issuance or denial of a preliminary injunction.

EQUITY / INJUNCTIONS

The status quo to be maintained by a preliminary injunction is the last actual, peaceable and lawful noncontested status which preceded the pending controversy.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY,
PENNSYLVANIA CIVIL ACTION - EQUITY
NO. 10098 of 2011

Appearances: Arthur D. Martinucci, Esquire, Attorney for Plaintiff
Richard T. Ruth, Esquire, Attorney for Defendants

OPINION

Connelly, J., May 2, 2011

This matter is before the Court pursuant to Trusted and Reliable Healthcare, Inc.'s (hereinafter "Plaintiff") Complaint in Equity and Petition for Preliminary Injunction. ePeople Health Care, Inc. d/b/a eKidz Care, Sharon Yost, Sarah Trujillo¹ and Katherine Gustafson (hereinafter "Defendants") oppose. A hearing was held at which the Court took testimony.

Statement of Facts

Defendants Yost and Gustafson began working for Plaintiff on March 8, 2010. Defendant Yost, who was acting as the Plaintiff's Director of Clinical Operations, resigned from Plaintiff's employ on October 10, 2010. Defendant Gustafson was employed as Plaintiff's Director of Nursing from March 8, 2010 to September 23, 2010 - the date she resigned from her position. Defendants Yost and Gustafson signed a restrictive covenant during their employment with Plaintiff.

Defendant Yost testified she began working for Defendant eKidz on October 10, 2010. Defendant Gustafson began working for Defendant eKidz after Defendant Yost, but no later than November of 2010. *Petition for Preliminary Injunction*, ¶ 13.

Plaintiff filed a Petition for Preliminary Injunction seeking to enjoin Defendants Yost and Gustafson from working at Defendant eKidz as Plaintiffs allege such work is in violation of the restrictive covenants.

Analysis of Law

A preliminary injunction is a most extraordinary form of relief that will be granted only in the most compelling cases. *Goodies Olde Fashion Fudge Co. v. Kuiros*, 597 A.2d 141 (Pa.Super. 1991). A preliminary injunction should be granted only if all of the following four "essential prerequisites" are proven: (i) a strong likelihood of success on the merits; (ii) a showing of immediate and irreparable harm that cannot be compensated by money damages; (iii) a showing that greater injury will result if preliminary injunctive relief is denied than if such injunctive relief is granted; and (iv) a showing that a preliminary injunction would restore the status quo. *Allegheny Anesthesiology Assocs. v. Allegheny*

¹ At the hearing, Plaintiff's counsel, Arthur Martinucci, Esquire, informed the Court he was not seeking an injunction against Defendant Sarah L. Trujillo.

Gen. Hosp., 826 A.2d 886, 891 (Pa.Super. 2003), *appeal denied*, 844 A.2d 550 (Pa. 2004).

I. A strong likelihood of success on the merits

In order to determine whether Plaintiff has a strong likelihood of success on the merits, the Court must first ascertain whether the restrictive covenants are in fact valid and enforceable and if so whether Defendants violated the terms of the covenants. The standard for which the validity of a restrictive covenant not to compete is considered has been set forth by the Pennsylvania Supreme Court.

The law in this [C]ommonwealth for more than a century has been that in order to be enforceable, a restrictive covenant must satisfy three requirements: (1) the covenant must relate to either a contract for the sale of good will or other subject property or to a contract for employment; (2) the covenant must be supported by adequate consideration; and (3) the application of the covenant must be reasonably limited in both time and territory.

Maintenance Specialties v. Gottus, 314 A.2d 279 (Pa. 1974). *See also*, *Quaker City Engine Rebuild v. Toscano*, 535 A.2d 1083 (Pa.Super. 1987).

Pennsylvania law permits equitable enforcement of employee covenants not to compete only so far as reasonably necessary for the protection of the employer. However, restrictive covenants are not favored in Pennsylvania and have been historically viewed as a trade restraint that prevents a former employee from earning a living, *Hess v. Gebhard & Co.*, 808 A.2d 912 (Pa. 2002). In other words, a determination of whether a non-compete agreement should be enforced "requires the application of a balancing test whereby the court balances the employer's protectible business interests against the interest of the employee in earning a living in his or her chosen profession, trade or occupation, and then balances the result against the interest of the public." *Id.* at 920.

Instantly, the hearing testimony indicates the non-compete agreements were signed as a condition to both Defendants Yost and Gustafson's employment. Steven O'Dell, Plaintiff's President and Owner, testified he is required by his franchise agreement to obtain signed restrictive covenants from any employee who will have access to email. Moreover, O'Dell testified neither Defendants Yost nor Gustafson would have been employees of BrightStar had they not signed the agreement. Plaintiff presented screenshots of the emails sending the signed restrictive covenants to its franchisor. *See, Exhibits F and I-K*. The exhibits verify Defendant Yost's signed non-compete agreement was sent on March 4, 2010 and Defendant Gustafson's signed non-compete was emailed on March 8, 2010.

Defendants assert there are substantial questions about when the non-competes were signed and what induced Defendants Yost and Gustafson to sign. *Defendants' Closing Brief*, p. 8. However, there is no credible evidence of these alleged questions. Defendant Yost testified that she did not believe she was required to sign the agreement², but her letter of resignation acknowledged the agreement was something she was required to sign as a condition of her employment. *See, Exhibit B*. Defendant Gustafson testified she hastily signed the agreement while on the phone, but did not learn of the agreement until weeks later. Both Defendants allege O'Dell told them the agreement was only used so they could obtain e-mail and software usage privileges. However, the plain language in the covenant and the statement made by Defendant Yost in her letter of resignation defies Defendants' contention.

The Court concludes the covenant related to a contract for employment and was supported by adequate consideration and was related to Defendants' employment.

It must next be determined whether the application of the covenant was reasonably limited in both time and space. The restrictive covenant precludes employees from engaging in competition with Plaintiff within a twenty-mile radius of Plaintiff's office for a period of one year. *Exhibit B*. Defendants make no argument that such restraints are unreasonable. Moreover, as the application is limited to an area less than that of Plaintiff's service area, the geographic limitation does not appear to be unreasonable.

It is undisputed that Defendant Yost left Plaintiff's employ in October of 2010 and immediately began working for Defendant eKidz. Similarly, Defendant Gustafson left Plaintiff's employ in September 2010 and subsequently began working for Defendant eKidz. Defendant eKidz is a competitor of Plaintiff and with the help of Defendant Yost opened an Erie office. Therefore, the Court finds both Defendants Yost and Gustafson are in violation of the non-compete agreement.

Defendants argue Plaintiff's conduct forced Defendants Yost and Gustafson to resign so they could preserve their licenses and reputations.

The unclean hands doctrine is applicable when the court, within its discretion, finds the party seeking affirmative relief is guilty of fraud, unconscionable conduct or bad faith directly related to the matter at issue that injures the other party and affects the balance of equities between the litigants. The doctrine does not bar relief to a party merely because his conduct in general has been shown not to be blameless. *Equibank v. Adle, Inc.*, 595 A.2d 1284 (Pa.Super. 1991). "The doctrine only applies where the wrongdoing directly affects the relationship subsisting between

² The testimony demonstrated that Defendant Yost attempted to, under false pretenses, obtain a release from the restrictive covenant prior to leaving Plaintiff's employ. *See, Testimony of Yost and O'Dell*.

the parties and is directly connected to the matter in controversy." *In re Estate of Pedrick*, 482 A.2d 215, 223 (Pa. 1984).

Instantly, Defendants Yost and Gustafson indicate they left BrightStar because of its allegedly questionable business practices. Both Defendants Yost and Gustafson mentioned concerns with their reputations should they continue to work at BrightStar. *See, Exhibits B, L*. Defendant Yost testified Plaintiff improperly paid its employees³ and participated in Medicare fraud. Defendants presented no credible evidence of Medicare fraud and offered absolutely no documentary evidence of such.

In fact, neither Defendant Yost nor Gustafson made any attempt to report any alleged fraud to the authorities. Defendant Yost merely used her knowledge of the alleged fraud to threaten Plaintiff through his attorney to stop the litigation. *Plaintiff's Supplemental Brief in Support*, p. 6. Had the offenses committed by Plaintiff been so egregious as to force two employees out of the business, it seems unlikely that the Defendants never felt the need to report such activities.

Here, the Court finds there is not sufficient evidence to show Plaintiff had unclean hands. Because the restrictive covenants appear to be valid and Defendants Yost and Gustafson are in violation of them, Plaintiff has shown a strong likelihood of success on the merits.

II. A showing of immediate and irreparable harm that cannot be compensated by money damages.

In the preliminary injunction context, irreparable harm results in two situations: (1) where the subject matter of the contract is of such a special nature or peculiar value that damages are inadequate; or (2) where because of some special and practical features of the contract, it is impossible to ascertain the legal measure of loss so that money damages are impracticable. *ECRI v. McGraw-Hill, Inc.*, 809 F.2d 223, 226, 227 (3d. Cir. 1987). Irreparable harm has been found in the commercial context where there is an impending loss of a business opportunity or market advantage. *Sovereign Bank v. Harper*, 674 A.2d 1085, 1093 (Pa. Super. 1996).

Plaintiff asserts Defendants' activities have caused great harm to its relationships with referral sources and potential clients and will continue to do so. *Plaintiff's Supplemental Brief in Support*, p. 15. Defendants argue that because Plaintiff is in virtually the same financial position as it was in early 2010, there is no immediate and irreparable harm. Defendant asserts "this is not a situation where ePeople has 'stolen' clients or taken customer lists" as referral sources are available to anyone in the business. *Defendants' Closing Brief*, p. 5.

³ O'Dell acknowledged that there had been payroll problems in the past, but the issue was corrected during Defendant Yost's tenure.

Plaintiff provides medical and non-medical home healthcare and medical staffing services to pediatric, adult and senior citizens in Erie County and the surrounding area. *Plaintiff's Brief in Support of Petition, p. 1*. Defendant eKidz's Website listed services such as 24/7 care, geriatric care management, homecare aide/personal care, housekeeping, pediatric care and meals. *Plaintiff's Exhibit B*. The Website also noted eKidz was Medicare certified. *Id.* However, Defendant Yost testified eKidz was not Medicare certified and at the time of hearing had not yet "made a dime", but it was in the process of becoming Medicare certified.⁴ Moreover, the Website lists the location of eKidz at 4960 Pittsburgh Avenue, Erie, PA. *Id.*

O'Dell testified Plaintiff provides all of the listed services on the eKidz Website with the exception of maternal care. O'Dell also testified eKidz was competing for the same clients and referrals as Plaintiff.

The evidence demonstrates Plaintiff and Defendant eKidz are indeed competitors as they offer the same or similar services and are competing for the same patients and referral sources. Defendant argues referral sources are available to anyone in the business and neither Plaintiff nor Defendants have any proprietary referral source relationships. *Defendants' Closing Brief, p. 5*.

In *Bryant v. Sling Testing Repair*, the Pennsylvania Supreme Court upheld the trial court's grant of preliminary injunction even though the employer proved only \$427 in damages noting:

It is not the initial breach of the covenant which necessarily establishes the existence of irreparable harm but rather the threat of unbridled continuation of the violation and the resultant incalculable damage to the former employer's business the constitutes the jurisdiction for equitable intervention. ...The covenant seeks to prevent more than just the sales that might result by the prohibited contact but also the covenant is designed to prevent a disturbance in the relationship that has been established between appellees and their accounts through prior dealings. It is the possible consequences of this unwarranted interference with customer relationships that is unascertainable and not capable of being fully compensated by money damages.

John G. Bryant Co. v. Sling Testing & Repair, Inc., 369 A.2d 1164, 1167 (Pa. 1977).

Defendants rely on *Rollins Protective Services Co v. Shaffer* in which the Superior Court upheld the trial court's decision to deny a preliminary

⁴ Such certification is a necessary step to prepare Defendant eKidz to perform the pediatric work that Defendants Yost and Gustafson had helped to allow Plaintiff to provide.

injunction because the record indicated the employees did not take any of the employer's customers, they did not solicit any former customers and did not take any customer lists with them when they departed and went to work for a competitor. *Rollins Protective Services Co. v. Shaffer*, 557 A.2d 413 (Pa.Super. 1989). The court opined the former employees posed no greater risk to the employer than any other similarly situated employee that had never worked for the employer. However, *Rollins* is easily distinguishable from the case at bar.

Instantly, Plaintiff presented evidence demonstrating that both Defendants Yost and Gustafson were privy to client and referral sources, Defendants Yost and Gustafson interfered in the relationship with a referral source, Defendant Yost attempted to persuade BrightStar employee Tracy Kraft to leave Plaintiff's employ and join Defendant eKidz, and Defendant Yost solicited information from Kraft regarding the findings of a Medicare audit of Plaintiff that is relevant to the Medicare certification process Defendant eKidz is currently undergoing.⁵ See, *Testimony of Tracy Kraft and Defendant Yost*.

Therefore, the Court finds Plaintiff presented evidence sufficient to demonstrate a showing of immediate and irreparable harm to its business contacts and relationships.

III. A showing that greater injury will result if injunctive relief is denied.

Plaintiff asserts Defendants Yost and Gustafson's "activities have already caused great harm to - or even ended - [Plaintiff's] relationship with referral sources ... and will continue to cause further harm." *Plaintiff's Supplemental Brief in Support*, p. 15. Plaintiff alleges Defendants Yost and Gustafson have deprived Plaintiff of goodwill and interfered with established and prospective business relationships. *Id.* at p. 16. Moreover, as Defendant eKidz becomes Medicare certified, it will be able to offer all of the same services as Plaintiff.

The Court finds Plaintiff established Defendants Yost and Gustafson's actions have and will continue to harm Plaintiff, should they be allowed to continue working at eKidz in violation of their restrictive covenant. Therefore, Plaintiffs have shown greater injury will result if injunctive relief is denied.

Harm to the public is an additional consideration in the issuance or denial of a preliminary injunction. *Valley Forge Historical Society v. Washington Memorial Chapel*, 426 A.2d 1123, 1129 (Pa. 1981). Instantly, there is no harm to the public in the issuance or denial of the preliminary injunction.

⁵ Plaintiff also submitted limited evidence that Defendant Yost interfered in its relationship with client H.T., however, Plaintiff presented very little testimony and no documentary evidence regarding the alleged interference.

IV. A showing that a preliminary injunction will restore status quo.

The status quo to be maintained by a preliminary injunction is the last actual, peaceable and lawful noncontested status which preceded the pending controversy. *Id.* at 1129.

Defendants Yost and Gustafson are in breach of the restrictive covenant they signed when they began working for Plaintiff. The covenant was executed in order to protect Plaintiff's legitimate business interests. The grant of the preliminary injunction will halt Defendants' breach of the covenant and will allow Plaintiff to continue to operate just as it did prior to the breach and prevent further harm to Plaintiff. Therefore, the Court finds the granting of the preliminary injunction will restore status quo.

ORDER

AND NOW, to-wit, this 2nd day of May, 2011, it is hereby **ORDERED, ADJUDGED and DECREED**, Plaintiff's Petition for Preliminary Injunction as to Defendants Sharon M. Yost and Katherine Gustafson is **GRANTED**. Plaintiffs request for counsel fees is **DENIED**.

BY THE COURT:

/s/ **Shad Connelly, Judge**

BANKRUPTCY NOTICE

IN THE UNITED STATES
BANKRUPTCY COURT FOR
THE WESTERN DISTRICT OF
PENNSYLVANIA

IN RE: BRIAN E. LOCK, II and
ELIZABETH E. LOCK, Debtor

JOHN C. MELARAGNO,
ESQUIRE, Movant
vs.

ERIE COUNTY TAX BUREAU,
Respondent

Bankruptcy Case No. 11-10565-TPA

NOTICE OF SALE

Notice is hereby given that the
Trustee in the above-captioned
proceeding, John C. Melaragno,
Esq., intends to sell the following
property of the Debtor as set forth
below:

PRICE: \$15,000.00

HEARING AND LOCATION:

July 14, 2011 at 11:30 a.m. before
Chief Judge Thomas P. Agresti, U.S.
Courthouse, Bankruptcy Court, 17
South Park Row, Erie, PA 16501.

OBJECTION DEADLINE: July 1,
2011, or thereafter as the Court
permits, with a copy to Trustee's
undersigned counsel.

TERMS & CONDITIONS:

(a) "as-is, where is and with all
faults";

(b) cash or certified check on date
of closing

(c) real estate to close by
September 1, 2011.

(d) Additional bidders may
appear at the sale hearing and bid
substantially more than the terms set
forth above, whereupon the Court
may refuse this Motion for Sale and

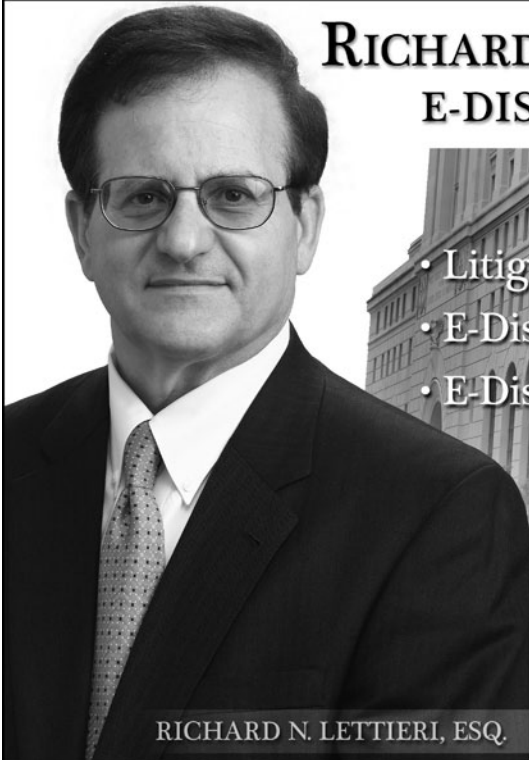
conduct a public auction at which the
property will be sold to the highest
bidder, free and divested of liens.
**PROPERTY TO BE SOLD: The
Real Property commonly known
as Frank Ave, Erie, Pennsylvania,
Lots 90 and 91.**

FOR INFORMATION: Contact
Trustee's undersigned counsel at
(814) 459-5557.

Melaragno & Placidi
John C. Melaragno, Esq.
P.A. I.D. No. 80207
502 West Seventh Street
Erie, PA 16502

Phone: (814) 459-5557
Attorney Pro Se for Trustee,
John C. Melaragno, Esq.

Jul. 1



RICHARD N. LETTIERI, ESQ.

E-DISCOVERY COUNSEL

- Litigation 2nd Chair
- E-Discovery Mediator
- E-Discovery Special Master

Lettieri Law Firm, LLC
1620 King James Drive
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CHANGE OF NAME NOTICE
IN THE COURT OF COMMON
PLEAS OF ERIE COUNTY,
PENNSYLVANIA

Docket No. 12242-11

IN RE: Justin Adian Spadaccio, a
minor

Notice is hereby given that Amanda
Hull, on behalf of Justin Adian
Spadaccio, filed a Petition in the
above named Court requesting an
order to change the name of Justin
Adian Spadaccio to Justin Adian
Hull.

The Court has fixed the 15th day
of August, 2011, at 11:30 a.m.
in Courtroom I-217 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 they have, why
the prayer of the Petitioner should
not be granted.

Jul. 1

FICTITIOUS NAME NOTICE

Pursuant to Act 295 of December 16,
1982 notice is hereby given of the
intention to file with the Secretary
of the Commonwealth of Pennsylvania
a "Certificate of Carrying On or
Conducting Business under an
Assumed or Fictitious Name." Said
Certificate contains the following
information:

FICTITIOUS NAME NOTICE

NOTICE is hereby given that a
Fictitious Name Registration was filed
on May 27, 2011 with the Secretary
of the Commonwealth for the purpose
of conducting business under an
assumed or fictitious name. The name
and address of the entity owning
or interested in the said business is
Pramukhswami, LLC, 3056 West
12th Street, Erie, PA 16505. The
name under which said business will
be conducted is Thunderbird Motel.
The location of the Principal place
of business will be 3056 West 12th
Street, Erie, PA 16505.

James F. Geronimo, Esquire
Ferguson & Geronimo
283 Walnut Street
Meadville, PA 16335

Jul. 1

INCORPORATION NOTICE

NOTICE IS HEREBY GIVEN that
Nonprofit Articles of Incorporation
were filed with the Department
of State of the Commonwealth
of Pennsylvania, at Harrisburg,
Pennsylvania, on June 14, 2011,
for the purpose of obtaining a
Certificate of Incorporation under
the provisions of the Nonprofit
Corporation Law of 1988. The
name of the proposed nonprofit
corporation is Northwest PA
Chevrolet Dealers.

The purpose for which it will be
organized is: to protect, foster and
promote the interests and business
activities of Chevrolet dealers in
northwest Pennsylvania.

McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101

Jul. 1

INCORPORATION NOTICE

Notice is hereby given that The 305
Corporation has been incorporated
under the provisions of the
Pennsylvania Business Corporation
Law of 1988.

Ronald J. Susmarski, Esq.
Susmarski & Hain
4030-36 West Lake Road
Erie, PA 16505

Jul. 1

LEGAL NOTICE

ATTENTION: GREG SOUTHARD
AND UNKNOWN BIOLOGICAL
FATHER
INVOLUNTARY TERMINATION
OF PARENTAL RIGHTS

IN THE MATTER OF THE
ADOPTION OF MINOR MALE
CHILD (L.P.S.) DOB: 08-18-2010
BORN TO: AUDREY MARIE
SHEERER
13 IN ADOPTION, 2011

If you could be the parent of the
above mentioned child, at the
instance of Erie County Office of
Children and Youth you, laying
aside all business and excuses
whatsoever, are hereby cited to be
and appear before the Orphan's
Court of Erie County, Pennsylvania,
at the Erie County Court House,
Judge Brabender, Court Room F,
No. 221, City of Erie on August 23,
2011 at 9:30 a.m. and there show

cause, if any you have, why your
parental rights to the above child
should not be terminated, in
accordance with a Petition and
Order of Court filed by the Erie
County Office of Children and
Youth. A copy of these documents
can be obtained by contacting the
Erie County Office of Children and
Youth at (814) 451-7740.

Your presence is required at the
Hearing. If you do not appear at this
Hearing, the Court may decide that
you are not interested in retaining
your rights to your children and
your failure to appear may affect
the Court's decision on whether to
end your rights to your child. You
are warned that even if you fail to
appear at the scheduled Hearing,
the Hearing will go on without you
and your rights to your child may
be ended by the Court without your
being present.

You have a right to be represented
at the Hearing by a lawyer. You
should take this paper to your
lawyer at once. If you do not have
a lawyer, or cannot afford one, go
to or telephone the office set forth
below to find out where you can get
legal help.

Family/Orphan's
Court Administrator
Room 204 - 205
Erie County Court House
Erie, Pennsylvania 16501
(814) 451-6251

**NOTICE REQUIRED BY ACT 101
OF 2010: 23 Pa. C.S. §§2731-2742.**

This is to inform you of an important
option that may be available to you
under Pennsylvania law. Act 101
of 2010 allows for an enforceable
voluntary agreement for continuing
contact or communication following
an adoption between an adoptive
parent, a child, a birth parent and/
or a birth relative of the child, if
all parties agree and the voluntary
agreement is approved by the court.
The agreement must be signed and
approved by the court to be legally
binding. If you are interested in
learning more about this option
for a voluntary agreement, contact
the Office of Children and Youth
at (814) 451-7726, or contact your
adoption attorney, if you have one.

Jul. 1

LEGAL NOTICE

ATTENTION: UNKNOWN
BIOLOGICAL FATHER
INVOLUNTARY TERMINATION
OF PARENTAL RIGHTS

IN THE MATTER OF THE
ADOPTION OF MINOR MALE
CHILD (D.J.P.) AKA (D.F.)

DOB: 11/01/2010

BORN TO: LESLEE JANAE
FARRIS
20 IN ADOPTION 2011

If you could be the parent of the above mentioned child, at the instance of Erie County Office of Children and Youth you, laying aside all business and excuses whatsoever, are hereby cited to be and appear before the Orphan's Court of Erie County, Pennsylvania, at the Erie County Court House, Judge Cunningham, Court Room C, No. 212, City of Erie on August 19, 2011, at 1:30 p.m. and there show cause, if any you have, why your parental rights to the above child should not be terminated, in accordance with a Petition and Order of Court filed by the Erie County Office of Children and Youth. A copy of these documents can be obtained by contacting the Erie County Office of Children and Youth at (814) 451-7740.

Your presence is required at the Hearing. If you do not appear at this Hearing, the Court may decide that you are not interested in retaining your rights to your children and your failure to appear may affect the Court's decision on whether to end your rights to your child. You are warned that even if you fail to appear at the scheduled Hearing, the Hearing will go on without you and your rights to your child may be ended by the Court without your being present.

You have a right to be represented at the Hearing by a lawyer. You should take this paper to your lawyer at once. If you do not have a lawyer, or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Family/Orphan's
Court Administrator
Room 204 - 205

Erie County Court House
Erie, Pennsylvania 16501
(814) 451-6251

NOTICE REQUIRED BY ACT 101
OF 2010: 23 Pa. C.S. §§2731-2742.

This is to inform you of an important option that may be available to you under Pennsylvania law. Act 101 of 2010 allows for an enforceable voluntary agreement for continuing contact or communication following an adoption between an adoptive parent, a child, a birth parent and/or a birth relative of the child, if all parties agree and the voluntary agreement is approved by the court. The agreement must be signed and approved by the court to be legally binding. If you are interested in learning more about this option for a voluntary agreement, contact the Office of Children and Youth at (814) 451-7726, or contact your adoption attorney, if you have one.

Jul. 1

LEGAL NOTICE

Notice is hereby given that any individuals, who have had weapons confiscated, filed through December 2007 by Court Order form Protection from Abuse Order, have thirty (30) days from the date of this publication to respond in person to take possession of their weapons.

The Sheriff will dispose of all unclaimed weapons after thirty (30) days of the date of said notice.

Sheriff Bob Merski

Jul. 1 and Jul. 15

LEGAL NOTICE

MARSHAL'S SALE: By virtue of a Writ of Execution issued out of the United States Court for the Western District of Pennsylvania and to me directed, I shall expose to public sale the property located at 66 South Street, Union City, PA 16438 being more fully described in Erie County Deed Book 606, Page 368.

SAID SALE to be held at the **ERIE COUNTY COURTHOUSE, ROOM 209, ERIE, PA at 9:00 a.m.** prevailing, standard time, on **JULY 29, 2011.**

All those certain tracts of land, together with the buildings, and improvements erected thereon

described as Erie Index No. (42) 9-30-11 in Erie County, Assessment Office, Pennsylvania. Seized and taken in execution as the property of Bryan W. Lasher and Susan E. Lasher, at the suit of the United States of America, acting through the Under Secretary of Rural Development, on behalf of Rural Housing Service, United States Department of Agriculture, to be sold on Writ of Execution as Civil Action Number 1:07-CV-248.

TERMS OF SALE: Successful bidder will pay ten percent (10%) by certified check or money order and the remainder of the bid within thirty (30) days from the date of the sale and in the event bidder cannot pay the remainder, the property will be resold and all monies paid in at the original sale will be applied to any deficiency in the price at which the property is resold. The successful bidder must send payment of the balance of the bid directly to the U.S. Marshal's Office c/o Sheila Blessing, Room 241, U.S. Post Office & Courthouse, Pittsburgh, PA 15219. Notice is hereby given that a Schedule of Distribution will be filed by me on the thirtieth day after the date of sale, and that distribution will be made in accordance with the Schedule unless exemptions are filed thereto within ten (10) days thereafter. Purchaser must furnish State Realty Transfer Tax Stamps, and stamps required by the local taxing authority. Purchaser shall furnish Marshal with Grantee information at the sale. Marshal's costs, fees and commissions are to be borne by seller. Thomas M. Fitzgerald, United States Marshal. For additional information visit www.resales.usda.gov or contact Daniel Varland at 314-457-5489.

Jul. 1, 8, 15, 22

LEGAL NOTICE

MARSHAL'S SALE: By virtue of a Writ of Execution issued out of the U. S. Court for the W. D. of PA at suit of the USA at Civil No. 1:11-cv-11, I shall expose to public sale the real property of Kimberly A. Church known as 8888 West Windswept Drive, McKean, PA 16426, being

fully described in the Deed dated August 2, 2002 and recorded August 2, 2002 in the Recorder's Office of Erie County, Pennsylvania, in Deed Book Volume 907, Page 1091.

TIME AND LOCATION OF SALE: Friday, July 29, 2011 at 9:00 A.M. on the Front Steps, Erie County Courthouse, 140 West Sixth Street, Erie, PA 16501.

TERMS OF SALE: Successful bidder will pay ten percent (10%) by cashier's check, certified check or bank money order at the time of the sale and the remainder of the bid within thirty (30) days from the date of the sale and in the event bidder cannot pay the remainder, the property will be resold and all monies paid in at the original sale will be applied to any deficiency in the price at which the property is

resold. The successful bidder must send payment of the balance of the bid directly to the U.S. Marshal's Office c/o Ms. Sheila Blessing, Room 241, U.S. Post Office & Courthouse, Pittsburgh, PA 15219. Notice is hereby given that a Schedule of Distribution will be filed by the Marshal's Office on the thirtieth day after the date of sale, and that distribution will be made in accordance with the Schedule unless exemptions are filed thereto within ten (10) days thereafter. The successful bidder takes the real estate subject to, and shall pay all taxes, water rents, sewer charges, municipal claims, and other charges and liens not divested by the sale. Purchaser must furnish State Realty Transfer Tax Stamps, and stamps required by the local taxing

authority. Purchaser shall furnish Marshal with Grantee information at the time of the sale. Marshal's costs, fees and commissions are to be borne by seller. Thomas M. Fitzgerald, United States Marshal. For additional information visit www.resales.usda.gov or contact Mr. Daniel Varland at 314-457-5489.

Jun. 24 and Jul. 1, 8, 15

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SHERIFF SALES

Notice is hereby given that by virtue of sundry Writs of Execution, issued out of the Courts of Common Pleas of Erie County, Pennsylvania, and to me directed, the following described property will be sold at the Erie County Courthouse, Erie, Pennsylvania on

July 15, 2011

at 10:00 AM

All parties in interest and claimants are further notified that a schedule of distribution will be on file in the Sheriff's Office no later than 30 days after the date of sale of any property sold hereunder, and distribution of the proceeds made 10 days after said filing, unless exceptions are filed with the Sheriff's Office prior thereto.

All bidders are notified prior to bidding that they **MUST** possess a cashier's or certified check in the amount of their highest bid or have a letter from their lending institution guaranteeing that funds in the amount of the bid are immediately available. If the money is not paid immediately after the property is struck off, it will be put up again and sold, and the purchaser held responsible for any loss, and in no case will a deed be delivered until money is paid.

Bob Merski

Sheriff of Erie County

Jun. 24 and Jul. 1, 8

JUNE SALE NO. 1

Ex. #10089-11

FIRST NATIONAL BANK OF PENNSYLVANIA, Successor by Merger with THE NATIONAL BANK OF NORTH EAST,
Plaintiff,

v.

FREDERICK H. ZURN, MARIAN M. ZURN, and THE UNITED STATES OF AMERICA, INTERNAL REVENUE SERVICE,
Defendants

ADVERTISING DESCRIPTION

By virtue of Writ of Execution filed at No. 2011-10089, First National Bank of Pennsylvania, successor by merger with The National Bank of North East vs. Frederick H. Zurn,

Marian M. Zurn and The United States of America, Internal Revenue Service, owners of the following properties identified below:

1) Situate in the Township of Millcreek, County of Erie, and Commonwealth of Pennsylvania:

Address: 2651 West Lake Road and 2651 West Eighth Street
Assessment Map No.: (33) 30-48-16 and (33) 30-48-16.01

Assessed Value Figure: \$116,900 and \$190,600, respectively

Land: 2.76 acres and .4811 acres, respectively

IMPROVEMENTS THEREON:

Warehouse and Office Building
Quinn, Buseck, Leemhuis,

Toohy & Kroto, Inc.

Nicholas R. Pagliari, Esq.

PA Id. No. 87877

2222 West Grandview Boulevard
Erie, PA 16506-4508

(814) 833-2222

Attorneys for Plaintiff, First National Bank of Pennsylvania, Successor by merger with The National Bank of North East

Jul. 1, 8

SALE NO. 1

Ex. #15238 of 2010

NORTHWEST SAVINGS BANK, Plaintiff

v.

JARED M. STOLZ and DOROTHY M. STOLZ,
Defendants

SHERIFF'S SALE

By virtue of a Writ of Execution filed at No. 2010-15238, Northwest Savings Bank vs. Jared M. Stolz and Dorothy M. Stolz, owners of property situate in the Township of Greene, Erie County, Pennsylvania being: 10474 Sampson Road, Waterford, Pennsylvania.

Assessment Map Number:

(25) 23-60-8.01

Assessed Value Figure: \$254,190.00
Improvement Thereon: Residence

Kurt L. Sundberg, Esq.

Marsh Spaeder Baur Spaeder & Schaaf, LLP

Suite 300, 300 State Street

Erie, Pennsylvania 16507

(814) 456-5301

Jun. 24 and Jul. 1, 8

SALE NO. 2

Ex. #10644 of 2010

NORTHWEST SAVINGS BANK, Plaintiff

v.

JAMES B. SIMS and EVELYN O. SIMS, Defendants
LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate in the Borough of Edinboro, County of Erie and Commonwealth of Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at the intersection point of the westerly line of Erie Street (94' right of way) and the southerly line of Plum Street (50' right of way), thence along said line of Plum Street N 80° 00' 00" W a distance of 169.33 feet to a point on the line of now or formerly Edinboro Co-Op Association; thence along said line S 17° 00' 00" W a distance of 122.00 feet to a point; thence along the same N 73° 00' 00" W a distance of 49.63 feet to a point on the easterly line of Mill Street (40' right of way); thence along said line S 17° 00' 00" W a distance of 7.83 feet to a point on the line of now or formerly R. Zindel; thence along said line S 73° 00' 00" E a distance of 217.70 feet to a point on the westerly line of Erie Street; thence along said line N 17° 00' 00" E a distance of 150.47 feet. Containing an area of 23,943.27 square feet or 0.5497 acres

This description was prepared in accordance with a survey prepared by J. R. Gales & Associates, Inc. Dated August 17, 2007.

HAVING ERECTED THEREON a restaurant building known as Crossroads Dinor, 101 Plum Street, Edinboro, PA 16412; being Erie County Index No. (11) 11-36-3 and (11) 11- 36-2.

This is the same property conveyed to Grantors by deed dated July 15, 1991, and recorded July 16, 1991, in Erie County Record Book 168, Page 2286.

UNDER AND SUBJECT to the express conditions and restrictions in Erie County Deed Book 992, Page 94.

TOGETHER WITH all of Grantors

right, title and interest in and to an existing asphalt driveway approximately 12 feet in width and the right of ingress, egress and regress along said driveway for a distance of 50 feet more or less from Mill Street to a point on the line dividing property herein described and property now or formerly of Edinboro Co-Op Association.

The said Grantors further remise, release and quit claim unto the said Grantees, and to their heirs and assigns forever, all right, title and interest which said Grantors may have in any part of the premises which may be bounded on the South by the North line of Ralph Zindel as hereinabove mentioned, the South line of Plum Street, the East line of Mill Street and the West line of Erie Street, it being the intention of said Grantors, by this Deed, to convey unto said Grantees all right, title and interest which said Grantors may have in said foregoing described parcel of land.

Date: May 2, 2011

Knox McLaughlin Gornall
& Sennett, P.C.

Mark G. Claypool, Esquire
Attorneys for Plaintiff

120 West Tenth Street
Erie, Pennsylvania 16501-1461
(814) 459-2800

Jun. 24 and Jul. 1, 8

SALE NO. 3

Ex. #30108 of 2011

NORTHWEST SAVINGS

BANK, Plaintiff

v.

TIGERMAN & ASSOCIATES,

L.P., Defendant

LEGAL DESCRIPTION

PARCEL NO. 1:

ALL that certain piece or parcel of land situate in the Fifth Ward of the City of Erie, County of Erie and Commonwealth of Pennsylvania, bounded and described as follows, to-wit: COMMENCING at the point of intersection of the north line of 26th Street and the east line of Peach Street in said city; thence northwardly along the east line of Peach Street, fifty-four (54) feet, more or less, to a point in the south line of a common ten (10) foot alley

or driveway; thence easterly along the south line of said common alley or driveway, eighty-seven (87) feet, three (3) inches to a point; thence southwardly parallel with the east line of Peach Street, fifty-four (54) feet, more or less, to a point in the north line of 26th Street; thence westwardly along said north line of 26th Street, eighty-seven (87) feet, three (3) inches to the place of beginning.

SAID premises are commonly known as 2525-2527 Peach Street, Erie, Pennsylvania and bears Erie County Tax Index Number (18) 50-03-237.

PARCEL NO. 2

ALL that certain piece or parcel of land situate in the Fifth Ward of the City of Erie, County of Erie and Commonwealth of Pennsylvania, bounded and described as follows, to-wit: BEGINNING at a point in the north line of 26th Street, eighty-seven and twenty-five hundredths (87.25) feet east of the intersection of the north line of 26th Street with the east line of Peach Street; thence north parallel with the east line of Peach Street, fifty-four (54) feet to a point; thence west, parallel with the north line of 26th Street, two and eight-tenths (2.8) feet to a point; thence north parallel with the east line of Peach Street, fifty-five (55) feet to a point; thence east, parallel with the north line of 26th Street, sixty-five and fifty-five hundredths (65.55) feet to a point; thence south parallel with the east line of Peach Street, one hundred nine (109) feet to the north line of 26th Street; thence west along the north line of 26th Street, sixty-two and seventy-five hundredths (62.75) feet to the place of beginning.

SAID premises are commonly known as 14 West 26th Street, Erie, Pennsylvania and bears Erie County Tax Index Number (18) 50-03-230.

PARCEL NO. 3

ALL that certain piece or parcel of land situate in the Fifth Ward of the City of Erie, County of Erie and Commonwealth of Pennsylvania, bounded and described as follows to-wit: BEGINNING at a point in the east line of Peach Street,

fifty-four (54) feet north of the intersection of the east line of Peach Street with the north line of Twenty-sixth Street; thence North along the east line of Peach Street, fifty-five (55) feet to a point; thence East parallel with the north line of Twenty-sixth Street, eighty-four and forty-five hundredths (84.45) feet to a point; thence south parallel with the east line of Peach Street, fifty-five (55) feet to a point; thence west parallel with the north line of Twenty-sixth Street, eighty-four and forty-five hundredths (84.45) feet to the place of beginning.

SAID premises are commonly known as 2519-2521-2523 Peach Street, Erie, Pennsylvania and bears Erie County Tax Index Number (18) 50-03-235.

PARCEL NO. 4

ALL that certain piece or parcel of land situate in the City of Erie (formerly Township of Millcreek), County of Erie and Commonwealth of Pennsylvania, bounded and described as follows, to-wit: BEGINNING at a point in the east line of Peach Street, said point being the northwest corner of the land now or formerly owned by Lee R. McCloskey, et ux, said point being one hundred nine (109) feet northwardly from the intersection of the north line of Twenty-sixth Street and the east line of Peach Street; thence eastwardly and parallel with the north line of Twenty-sixth Street and along the northerly line of the premises now or formerly owned by Lee R. McCloskey, et ux, one hundred sixty five (165) feet to a stake; thence northwardly and parallel with Peach Street, forty-three (43) feet to a stake; thence westwardly and parallel with the north line of West Twenty-sixth Street, one hundred sixty-five (165) feet to the east line of Peach Street; and thence southwardly along the east line of Peach Street, forty-three (43) feet to the place of beginning.

SAID premises are commonly known as 2515 Peach Street, Erie, Pennsylvania and bears Erie County Tax Index Number (18) 50-03-229.

PARCEL NO. 5

ALL that certain piece or parcel of

land situate, lying and being in the City of Erie, County of Erie and Commonwealth of Pennsylvania, being part of Out Lot No. Twenty (20), bounded and described as follows, to-wit: BEGINNING at a point in the east line of Peach Street, one hundred ninety-three (193) feet northwardly from the north line of Twenty-sixth Street; thence eastwardly parallel with Twenty-sixth Street, one hundred fifty (150) feet; thence southwardly parallel with Peach Street, one hundred fifty (150) feet; thence southwardly parallel with Peach Street, forty-two (42) feet; thence westwardly parallel with Twenty-sixth Street, one hundred fifty (150) feet to the east line of Peach Street; thence northwardly along the east line of Peach Street, forty-two (42) feet to the place of beginning.

SAID premises are commonly known as 2511 Peach Street, Erie, Pennsylvania and bears Erie County Tax Index Number (18) 50-03-228. BEING the same premises obtained by Tigerman & Associates, LP pursuant to deed dated March 10, 2009 and recorded with the Erie County Recorders Office in Erie County, Pennsylvania at Book 1548, page 1486.

Date: April 28, 2011

Knox McLaughlin Gornall & Sennett, P.C.

Mark G. Claypool, Esquire
Attorneys for Northwest Savings Bank

120 West Tenth Street
Erie, Pennsylvania 16501-1461
(814) 459-2800

Jun. 24 and Jul. 1, 8

SALE NO. 4

Ex. #15554 of 2010

**U.S. Bank, National Association,
as Trustee, on Behalf of the
Holders of the Home Equity
Asset Trust 2005-1 Home Equity
Pass Through Certificates, Series
2005-1**

v.

**Christopher A. Baldwin and
Karen R. Baldwin**

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 15554-10, U.S. Bank,

National Association, as Trustee, on Behalf of the Holders of the Home Equity Asset Trust 2005-1 Home Equity Pass Through Certificates, Series 2005-1, v. Christopher A. Baldwin and Karen R. Baldwin, Owners of the property situated in Borough of Lake City being known as 245 Edge Park Drive, Lake City, PA 16423.

Tax Map Number: 28002002001200
Assessed Value Figure: \$80,980.00
Improvements thereon: Detached, One Story Split-Level Single Family Residential Dwelling
The Law Offices of

Barbara A. Fein, P.C.
Barbara A. Fein, Esquire
I.D. No. 53002
Kristen D. Little, Esquire
I.D. No. 79992

425 Commerce Drive, Suite 100
Fort Washington, PA 19034
(215) 653-7450

Jun. 24 and Jul. 1, 8

SALE NO. 5

Ex. #12537 of 2010

**PNC BANK, NATIONAL
ASSOCIATION, Plaintiff
v.**

**DAVID R. ANDINO and
RAMONITA ANDINO,
Defendants**

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No 12537-10 PNC BANK, NATIONAL ASSOCIATION vs. DAVID R. ANDINO and RAMONITA ANDINO, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 714 E. 10TH STREET, ERIE PA 16503

0.1451 Acres
Assessment Map number:
15/2034-126
Assessed Value figure: \$38,340.00
Improvement thereon: Residential Dwelling
Michael C. Mazack, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 594-5506

Jun. 24 and Jul. 1, 8

SALE NO. 6

Ex. #12073 of 2010

**PNC BANK, NATIONAL
ASSOCIATION, SUCCESSOR
BY MERGER TO
NATIONAL CITY BANK OF
PENNSYLVANIA, Plaintiff**

v.

**DAVID G. DORICH, Defendant
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 12073-10 PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF PENNSYLVANIA vs. DAVID G. DORICH, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 709 W. 26th Street, Erie, Pennsylvania 16507

0.1258 Acres
Assessment Map number:
(19) 60-41-123
Assessed Value figure: \$45,460.00
Improvement thereon: Residential Dwelling
Michael C. Mazack, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 594-5506

Jun. 24 and Jul. 1, 8

SALE NO. 7

Ex. #12073 of 2010

**PNC BANK, NATIONAL
ASSOCIATION, Plaintiff
v.**

**JAMES L. GRILL, Defendant
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 12073-10 PNC BANK, NATIONAL ASSOCIATION vs. JAMES L. GRILL, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 711 OHIO STREET, ERIE, PA 16505

0.0885 Acres
Assessment Map number:
(17) 41-23-508
Assessed Value figure: \$76,150.00
Improvement thereon: Residential Dwelling
Michael C. Mazack, Esq.
1500 One PPG Place
Pittsburgh, PA 15222
(412) 594-5506

Jun. 24 and Jul. 1, 8

SALE NO. 8

Ex. #10000 of 2010

**PNC BANK, NATIONAL
ASSOCIATION, Plaintiff**

v.

**JEFFREY A. JACKSON and
KIMBERLY A. JACKSON,
Defendant**

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10000-2010 PNC BANK, NATIONAL ASSOCIATION vs. JEFFREY A. JACKSON and KIMBERLY A. JACKSON, owner(s) of property situated in CITY OF CORRY, Erie County, Pennsylvania being 608 W. Washington Street, Corry, Pennsylvania 16407

0.2583 Acres

Assessment Map number: (7) 25-67-4

Assessed Value figure: \$43,340.00

Improvement thereon: Residential Dwelling

Michael C. Mazack, Esq.

1500 One PPG Place

Pittsburgh, PA 15222

(412) 594-5506

Jun. 24 and Jul. 1, 8

SALE NO. 9

E. #14128 of 2006

**PNC BANK, NATIONAL
ASSOCIATION, Plaintiff**

v.

**CHARLES J. SCHMIDT,
Defendant**

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 14128 of 2006 PNC BANK, NATIONAL ASSOCIATION, vs. CHARLES J. SCHMIDT, owner(s) of property situated in TOWNSHIP OF VENANGO, Erie County, Pennsylvania being 10427 Jamestown Road, Wattsburg, PA 16442

2.7600 Acres

Assessment Map number:

(44) 13-32-1-01

Assessed Value figure: \$35,820.00

Improvement thereon: Residential Dwelling

Michael C. Mazack, Esq.

1500 One PPG Place

Pittsburgh, PA 15222

(412) 594-5506

Jun. 24 and Jul. 1, 8

SALE NO. 10

Ex. #15063 of 2010

**Wells Fargo Bank, N.A., as
Trustee for First Franklin**

**Mortgage Loan Trust 2002-FF1,
Asset-Backed Certificates, Series
2002-FF1, Plaintiff**

v.

**Michael A. Lobaugh, Defendant
REAL PROPERTY SHORT
DESCRIPTION FORM**

TO THE SHERIFF OF ERIE COUNTY:

PROPERTY OF: Michael A. Lobaugh

EXECUTION NO: 15063-2010

JUDGMENT AMT: \$68,332.33

ALL the right, title, interest and claim of: Michael A. Lobaugh Of in and to:

ADDRESS: 613 West 25th Street, Erie, PA 16502

MUNICIPALITY: City of Erie

All that certain piece or parcel of land situate in the Sixth Ward in the City of Erie, County of Erie, and State of Pennsylvania, bounded and described as follows, to-wit: Beginning at a point in the South line of Twenty-Fifth Street, one hundred twenty (120) feet West of the West line of Cherry Street; thence Southwardly and parallel with Cherry Street one hundred seven (107) feet to a point; thence Westwardly and parallel with Twenty-fifth Street, thirty-five (35) feet to a point; thence Northwardly and parallel with Cherry Street, one hundred seven (107) feet to the South line of Twenty-fifth Street; and thence Eastwardly along South line of Twenty-fifth Street thirty-five (35) feet to the place of beginning, and having erected thereon a two-story brick and frame dwelling known as 613 West 25th Street, Erie, PA 16502, and bearing Erie County Index No. (19) 6019-107.

Title is vested in Michael A. Lobaugh by Deed dated March 15, 2002 and recorded on March 18, 2002 in the Erie County Recorder of Deeds as Book 862, Page 1984.

Tax ID: 19060019010700

Commonly known as 613 W 25th Street, Erie, PA, 16502-2525

Dated: March 24, 2011

Christine A. Pinto, Esquire

Attorney ID# 205622

7001 Lincoln Drive, P.O. Box 974
Marlton, NJ 08053

(856) 810-5815

Jun. 24 and Jul. 1, 8

SALE NO. 11

Ex. #15138 of 2010

**WELLS FARGO BANK, N.A.,
S/B/M TO WELLS FARGO
HOME MORTGAGE, INC.,
F/K/A NORWEST MORTGAGE,
INC., Plaintiff**

v.

**RAMON MARTINEZ
A/K/A RAMON M. MARTINEZ,
Defendant(s)**

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 15138-10 WELLS FARGO BANK, N.A., S/B/M TO WELLS FARGO HOME MORTGAGE, INC., F/K/A NORWEST MORTGAGE, INC., vs. RAMON MARTINEZ A/K/A RAMON M. MARTINEZ

Amount Due: \$47,036.74

RAMON MARTINEZ A/K/A ROMAN M. MARTINEZ, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 621 EAST 10TH STREET A/K/A 621-623 EAST 10TH STREET, ERIE, PA 16503-1315

Dimensions: 40 X 92.84

Acreage: 0.0853

Assessment Map number: 15-020-032.0-212.00

Assessed Value: 48,250

Improvement thereon: residential

Phelan Hallinan & Schmieg, LLP

One Penn Center at Suburban

Station, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

Jun. 24 and Jul. 1, 8

SALE NO. 12

Ex. #10219 of 2011

**U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE
FOR THE STRUCTURED
ASSET INVESTMENT LOAN
TRUST, 2005-8, Plaintiff**

v.

**KEVIN ARRINGTON A/K/A
KEVIN D. ARRINGTON, SR.
SHEILA ARRINGTON**

**A/K/A SHEILA M. JONES,
Defendant(s)**

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10219-2011 U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST, 2005-8, vs. KEVIN ARRINGTON A/K/A KEVIN D. ARRINGTON, SR. and SHEILA ARRINGTON A/K/A SHEILA M. JONES

Amount Due: \$91,215.02
KEVIN ARRINGTON A/K/A KEVIN D. ARRINGTON, SR. and SHEILA ARRINGTON A/K/A SHEILA M. JONES, owner(s) of property situated in the CITY OF ERIE, Erie County, Pennsylvania being 1149 WEST 10TH STREET, ERIE, PA 16502-1140

Dimensions: 35X165
Acreage: 0.1373
Assessment Map number: 16-030-056.0-221.00

Assessed Value: \$61,610.00
Improvement thereon: residential Phelan Hallinan & Schmieg, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Jun. 24 and Jul. 1, 8

SALE NO. 14

**Ex. #14621 of 2010
CHASE HOME FINANCE LLC,
Plaintiff**

v.

**DOROTHY E. PRIOR
SIGNE C. PRIOR, Defendant(s)
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 14621-10 CHASE HOME FINANCE LLC vs. DOROTHY E. PRIOR and SIGNE C. PRIOR

Amount Due: \$87,385.11
DOROTHY E. PRIOR and SIGNE C. PRIOR, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 915 WEST 9TH STREET, ERIE, PA 16502-1130

Dimensions: 34 x 165
Acreage: 0.1288
Assessment Map number: 16-030-047.0-112.00

Assessed Value: \$82,200.00
Improvement thereon: residential Phelan Hallinan & Schmieg, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Jun. 24 and Jul. 1, 8

SALE NO. 15

**Ex. #10276 of 2011
AURORA LOAN SERVICES,
LLC, Plaintiff**

v.

**CHARLOTTE MARIE
TROTTER, Defendant(s)
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 10276-11 AURORA LOAN SERVICES, LLC. vs. CHARLOTTE MARIE TROTTER Amount Due: \$87,778.44
CHARLOTTE MARIE TROTTER, owner(s) of property situated in the CITY OF ERIE, Erie County, Pennsylvania being 1229 EAST 30TH STREET, ERIE, PA 16504-1425

Dimensions: 32 X IRREGULAR
Acreage: 0.0703
Assessment Map number: 18.050.046.0-303.00
Assessed Value: 71,000

Improvement thereon: residential Phelan Hallinan & Schmieg, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Jun. 24 and Jul. 1, 8

SALE NO. 17

**Ex. #12988 of 2009
AURORA LOAN SERVICES,
LLC, Plaintiff**

v.

**ELIZABETH M. LITOWKIN
DAVID J. LITOWKIN,
Defendant(s)
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 12988-09 AURORA LOAN SERVICES, LLC vs. ELIZABETH M. LITOWKIN and DAVID J. LITOWKIN Amount Due: \$235,015.42
ELIZABETH M. LITOWKIN

and DAVID J. LITOWKIN, owner(s) of property situated in the TOWNSHIP OF MILLCREEK, Erie County, Pennsylvania being 6103 WASHINGTON AVENUE, ERIE, PA 16509-2725
Dimensions: 70 X 149.3
Acreage: 0.2394

Assessment Map number: 33190618000104

Assessed Value: 124,480.00
Improvement thereon: residential Phelan Hallinan & Schmieg, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Jun. 24 and Jul. 1, 8

SALE NO. 18

**Ex. #10571 of 2011
NATIONSTAR MORTGAGE
LLC,
Plaintiff**

v.

**ERICKA M. MARZKA
A/K/A ERICKA MARZKA
A/K/A ERICKA THOMAS,
Defendant(s)
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 10571-11 NATIONSTAR MORTGAGE LLC vs. ERICKA M. MARZKA A/K/A ERICKA MARZKA A/K/A ERICKA THOMAS

Amount Due: \$216,568.88
ERICKA M. MARZKA A/K/A ERICKA MARZKA A/K/A ERICKA THOMAS, owner(s) of property situated in TOWNSHIP OF WAYNE, Erie County, Pennsylvania being 17595 BUFFALO ROAD, CORRY, PA 16407-7941
Acreage: 51.5000

Assessment Map number: 49007021000900

Assessed Value: \$79,960
Improvement thereon: residential Phelan Hallinan & Schmieg, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Jun. 24 and Jul. 1, 8

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Freedman**
Attorneys at Law
est. 1980

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SALE NO. 19
Ex. #12065 of 2010
RESIDENTIAL FUNDING
REAL ESTATE HOLDINGS,
LLC, Plaintiff
v.
MARY BETH TUPEK A/K/A
MARYBETH TUPEK,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 12065-2010 GMAC MORTGAGE, LLC vs. MARY BETH TUPEK A/K/A MARYBETH TUPEK Amount Due: \$224,521.75 MARY BETH TUPEK A/K/A MARYBETH TUPEK, owner(s) of property situated in the Township of Millcreek, Erie County, Pennsylvania being 5119 FOX PARK DRIVE, FAIRVIEW, PA 16415-2336 Dimensions: 106 x 156 Acreage: 0.3796 Assessment Map number: 33-131-374.0-041.00 Assessed Value: \$169,110.00 Improvement thereon: Residential Phelan Hallinan & Schmieg, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Jun. 24 and Jul. 1, 8

SALE NO. 20
Ex. #11966 of 2010
WELLS FARGO BANK, N.A.,
Plaintiff
v.
PATRICIA A. WIGHAM,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 11966-10 WELLS FARGO BANK, N.A. vs. PATRICIA A. WIGHAM Amount Due: \$43,260.58 PATRICIA A. WIGHAM, owner(s) of property situated in CITY OF ERIE, Erie County, Pennsylvania being 615 EAST 32ND STREET, ERIE, PA 16504-1220 Dimensions: 69 X 135 Acreage: 0.2107 Assessment Map number: 18-050-067.0-117.00

Assessed Value: \$56,020 Improvement thereon: residential Phelan Hallinan & Schmieg, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Jun. 24 and Jul. 1, 8

SALE NO. 21
Ex. #14769 of 2010
CHASE HOME FINANCE
LLC, S/B/M TO CHASE
MANHATTAN MORTGAGE
CORPORATION, S/B/M
TO CHASE MORTGAGE
COMPANY, F/K/A CHEMICAL
MORTGAGE COMPANY,
Plaintiff
v.

KIMBERLEE C. COONEY,
Defendant(s)
SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 14769-10 CHASE HOME FINANCE LLC, S/B/M TO CHASE MANHATTAN MORTGAGE CORPORATION, S/B/M TO CHASE MORTGAGE COMPANY, F/K/A CHEMICAL MORTGAGE COMPANY vs. KIMBERLEE C. COONEY Amount Due: \$77,936.84

KIMBERLEE C. COONEY, owner(s) of property situated in Millcreek TOWNSHIP, Erie County, Pennsylvania being 3318 WEST 43RD STREET, ERIE, PA 16506-4234

Dimensions: 80 X 120 Acreage: 0.3857 Assessment Map number: 33-083-404.0-005.01

Assessed Value: \$108,590.00 Improvement thereon: residential Phelan Hallinan & Schmieg, LLP One Penn Center at Suburban Station, Suite 1400 1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Jun. 24 and Jul. 1, 8

SALE NO. 22
Ex. #12894 of 2010
JPMORGAN CHASE BANK,
N.A., Plaintiff,
v.

KAREN L. TRIPP and
CHARLES D. TRIPP,
Defendants

LONG FORM DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the Township of Girard, County of Erie and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point in the centerline of the public road leading from Cudney's Corners to Anderson School House, said point being the intersection of the centerline of said road with the westerly line of the right-of-way or land of the E. and P.R.R., said point also being the southwesterly corner of the whole piece;

THENCE, North 00° 40' East, three hundred ninety-five and thirty-four hundredths (395.34) feet to a corner in land of said E. and P. R.R.;

THENCE, North 39° 40' East, one hundred twenty-eight feet to a point; THENCE, South 00° 40' West on a line parallel with the west line of land herein described, three hundred ninety-five and thirty-four hundredths (395.34) feet to a point in the centerline of said public highway leading from Cudney's Corners to Anderson School House; THENCE, West along the centerline of said road, one hundred twenty-eight (128) feet to the place of beginning, containing one and one-half (1½) acres of land be the same more or less.

Bearing Erie County Index No. (24) 8-62-9.

BEING the same premises which Charles B. Mathews and Jean E. Mathews, husband and wife, by Deed dated February 8, 1997 and recorded in the Office of the Recorder of Deeds of Erie County on February 11, 1997 in Deed Book Volume 0483, Page 0630, granted and conveyed to Karen L. Tripp and Charles D. Tripp.

Parcel No. 24-8-62-9
 Grenen & Birsic, P.C.
 Kristine M. Anthou, Esquire
 Attorneys for Plaintiff
 One Gateway Center, Ninth Floor
 Pittsburgh, PA 15222
 (412) 281-7650

Jun. 24 and Jul. 1, 8

SALE NO. 23

Ex. #14256 of 2009

**U.S. BANK NATIONAL
ASSOCIATION TRUSTEE
FOR THE PENNSYLVANIA
HOUSING FINANCE AGENCY,
PLAINTIFF**

v.

**THE PENNSYLVANIA
HOUSING FINANCE AGENCY,
AS ATTORNEY IN FACT
FOR U.S. BANK NATIONAL
ASSOCIATION, TRUSTEE
FOR THE PENNSYLVANIA
HOUSING FINANCE AGENCY,
ADMINISTRATOR FOR THE
ESTATE OF GARY F. MARTIN,
DECEASED, DEFENDANT(S)**

SHERIFF'S SALE

By virtue of a Writ of Execution No. 14256-2009 U.S. BANK NATIONAL ASSOCIATION TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, PLAINTIFF, vs. THE PENNSYLVANIA HOUSING FINANCE AGENCY, AS ATTORNEY IN FACT FOR U.S. BANK NATIONAL ASSOCIATION, TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, ADMINISTRATOR FOR THE ESTATE OF GARY F. MARTIN, DECEASED, DEFENDANT(S) Real Estate: 2923 ASH STREET, ERIE, PA 16504
Municipality: City of Erie, Erie County, Pennsylvania
See Deed Book 475, Page 147
Tax I.D. (18) 5065-125
Assessment: \$14,500. (Land) \$39,930. (Bldg)
Improvement thereon: a residential dwelling house as identified above
Leon P. Haller, Esquire
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17104
(717) 234-4178

Jun. 24 and Jul. 1, 8

SALE NO. 24

Ex. #10849 of 2011

PNC Bank, N.A., Plaintiff,

v.

**Brian T. Brecker and
Melinda J. Brecker, Defendants**

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10849-11, PNC Bank, N.A., vs. Brian T. Brecker and Melinda J. Brecker, owner(s) of property situated in City of Erie, Erie County, Pennsylvania being known as 217 East 34th Street, Erie, PA 16504.

Dimensions: 0.1028 acres
Assessment Map Number: (18) 5363-116
Assess Value figure: \$62,900.00
Improvement thereon: Dwelling
Louis P. Vitti, Esquire
Attorney for Plaintiff
215 Fourth Avenue
Pittsburgh, PA 15222
(412) 281-1725

Jun. 24 and Jul. 1, 8

SALE NO. 25

Ex. #10913 of 2010

**DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS
TRUSTEE FOR FIRST
FRANKLIN MORTGAGE
LOAN TRUST 2005-FF4, ASSET
BACKED CERTIFICATES,
SERIES 2005-FF4, Plaintiff,**

v.

**JAMES M. BURGE,
SHARON R. BURGE,
CHRISTOPHER J. BURGE and
MELISSA J. BURGE,**

Defendants

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10913-10, Deutsche Bank, et al vs. James M. Burge, Sharon R. Burge, Christopher J. Burge and Melissa J. Burge, owner(s) of property situated in West Springfield, Erie County, Pennsylvania being 14555 Ridge Road, West Springfield, PA 16443.
Dimensions: 5.34 acres
Assessment Map Number: (39) 13-39-21 & 20
Assess Value figure: \$90,460.00
Improvement thereon: Dwelling
Louis P. Vitti, Esquire
Attorney for Plaintiff
215 Fourth Avenue
Pittsburgh, PA 15222
(412) 281-1725

Jun. 24 and Jul. 1, 8

SALE NO. 26

Ex. #11661 of 2010

**US BANK NATIONAL
ASSOCIATION, (TRUSTEE
FOR THE PENNSYLVANIA
HOUSING FINANCE
AGENCY), Plaintiff,**

v.

**DAVID W. NEWTON AND
ETTA LEEN NEWTON
A/K/A ETTA L. HOLLOWAY,
Defendants**

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 11611-2010, US Bank, et al vs. David W. Newton, et al, owner(s) of property situated in Erie City, Erie County, Pennsylvania being 2667 Chestnut Street, Erie, PA 16508.

Dimensions: 5,760 square feet
Assessment Map Number: (19) 6050-240
Assess Value figure: 64,720.00
Improvement thereon: Dwelling
Louis P. Vitti, Esquire
Attorney for Plaintiff
215 Fourth Avenue
Pittsburgh, PA 15222
(412) 281-1725

Jun. 24 and Jul. 1, 8

SALE NO. 27

Ex. #10064 of 2011

CitiMortgage, Inc.

v.

**James W. Hawryliw &
Amanda R. Wrotney
SHERIFF'S SALE**

By virtue of a Writ of Execution filed to No. 2011-10064 CitiMortgage, Inc. vs. James W. Hawryliw & Amanda R. Wrotney, owner(s) of property situated in Harborcreek Township, Erie County, Pennsylvania being 329 Fair Avenue, Erie, PA 16511, 70 feet frontage by 162.29 feet depth, improved by a one and one-half story frame dwelling
Assessment Map number: 27004069000300
Assessed Value figure: \$74,440.00
Improvement thereon: Residential Dwelling
M. Troy Freedman, Esquire
Attorney for Plaintiff
Richard M. Squire & Associates, LLC
115 West Avenue, Suite 104

Jenkintown, PA 19046
(215) 886-8790

Jun. 24 and Jul. 1, 8

SALE NO. 28

Ex. #10073 of 2011

**Wells Fargo Bank, N.A. Trustee
Pooling and Servicing Agreement
Dated as of April 1, 2005
Asset-Backed Pass-Through
Certificates Series 2005-WHQ2,
Plaintiff**

v.

Mary J. Foster, Defendant(s)

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in McKean Borough, formerly Borough of Middleboro, County of Erie, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Southwest corner of the piece (at end of Tabor's Cement Walk); Thence North along the street fifty-five (55) feet; Thence East two hundred and twenty-three (223) feet to an iron stake; Thence south fifty-five (55) feet to a point; Thence West two hundred and twenty-three (223) feet to the place of beginning and containing 12,265 square feet of land net measure. Having erected thereon a one half story frame dwelling with a two story car detached garage and now being known as 9041 West Main Road (formerly 59 South Main Street), McKean, Pennsylvania.

BEING KNOWN AS: 9041 West Main Street, McKean, PA 16426
PROPERTY ID NO.: 32006006003500

TITLE TO SAID PREMISES IS VESTED IN Mary J. Foster, alone by Deed from Glenn B. Mayo and Mary J. Mayo, now by re-marriage Mary J. Foster, formerly h/w dated 10/24/1997 recorded 10/24/1997 in Deed Book 525 Page 1838.

Udren Law Offices, P.C.
Chandra M. Arkema, Esquire
PA ID 203437

Attorney for Plaintiff
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
856-669-5400

Jun. 24 and Jul. 1, 8

SALE NO. 29

Ex. #12104 of 2008

**Deutsche Bank Trust Company
Americas formerly known as
Banker's Trust Company, as
Trustee and Custodian for IXIS
2005-HE47 by: Saxon Mortgage
Services, Inc. f/k/a Meritech
Mortgage Services, Inc. as its
attorney-in-fact, Plaintiff**

v.

Agela T. Leggett, Defendant(s)

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the City of Erie, County of Erie and Commonwealth of Pennsylvania, bounded and described as follows, to-wit: COMMENCING at a point in the North line of Twenty-second Street, two hundred seventy (270) feet east from the center line of Wayne Street; Thence Northwardly parallel to Wayne Street one hundred twenty-eight (128) feet to an alley; Thence eastwardly along said alley fifty (50) feet to a point; Thence Southwardly parallel to Wayne Street 128 feet to Twenty-second Street; Thence westwardly along Twenty-second Street; Thence beginning, being part of Out Lot No. 136.

HAVING erected thereon a dwelling known and numbered as 830 East 22nd Street, Erie, PA 16503. City of Erie Index No. (18) 5033-129.

BEING KNOWN AS: 830 East 22nd Street, Erie, PA 16503

PROPERTY ID NO.: 18-5033-129

TITLE TO SAID PREMISES IS VESTED in Angela T. Leggett, single by Deed from the Redevelopment Authority of the City of Erie, a Pennsylvania Municipal Authority dated 04/29/2004 recorded 04/30/2004 in Deed Book 1130 Page 1674.

Udren Law Offices, P.C.

Heather Riloff, Esq.

PA ID 309906

Attorney for Plaintiff

Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
856-669-5400

Jun. 24 and Jul. 1, 8

SALE NO. 30

Ex. #11664 of 2009

**Deutsche Bank National Trust
Company as Trustee for the
MLMI Trust Series 2005-NC1,
Plaintiff**

v.

Tekeeysha Keys, Defendant

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 11664-09 Deutsche Bank National Trust Company as Trustee for the MLMI Trust Series 2005-NC1 v. Tekeeysha Keys, Owner(s) of property situated in City of Erie, Erie County, Pennsylvania, being 2126 Downing Avenue, Erie, PA 16510

ALL THAT CERTAIN piece or parcel of land situate in the City of Erie, County of Erie, and Commonwealth of Pennsylvania, being Lot No. 16 in Block 2 as shown in Riblet's Subdivision of part of Reserve Tract No. 53, on plot recorded in Erie County Map Book No. 1, pages 96 and 97.

BEING commonly known as 2126 Downing Avenue, Erie, Pennsylvania 16510 and bearing Erie County Tax Index No. (814) 5118-100.

Assessment Map number:
(18) 5118-100

Assessed Value figure: \$57,030.00
Improvement thereon: Residential Dwelling

Martha E. Von Rosenstiel, Esquire
No. 52634

Jacqueline F. McNally, Esquire
No. 201332

649 South Avenue, Unit #6

P.O. Box 822

Secane, PA 19018

(610) 328-2887

Jun. 24 and Jul. 1, 8

SALE NO. 31

Ex. #10319 of 2011

BBJD Ventures, LLC, Plaintiff

v.

Adam E. McCall, Defendant

SHERIFF'S SALE

By virtue of a Writ of Execution filed to No. 10319-2011 BBJD Ventures, LLC vs. Adam E. McCall, owner(s) of property situated in Township of Lawrence Park, Erie County, Pennsylvania being 1074

Priestly Ave., Erie, PA 16511
 72.215 feet X 16 feet X 16.60 feet
 X 16.085 feet
 Assessment Map number:
 (29) 18-55-38
 Assessed Value figure: \$46,820.00
 Improvement thereon: A Dwelling
 Patrick Thomas Woodman, Esq.
 436 Seventh Ave., 1400 Koppers Bldg.
 Pittsburgh, PA 15219
 (412) 434-7955
 Jun. 24 and Jul. 1, 8



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- ⊕ WRITTEN STATEMENTS
- ⊕ SURVEILLANCE
- ⊕ WIRETAP/"BUG" DETECTION
- ⊕ POLYGRAPH

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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, June 27, 2011** and confirmed Nisi.

July 21, 2011 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>2011</u>	<u>ESTATE</u>	<u>ACCOUNTANT</u>	<u>ATTORNEY</u>
139.	Donavieve M. Thompson	Frederick E. Thompson, Executor	Andrew J. Sisinni, Esq.
140.	Donavieve M. Thompson Trust	Frederick E. Thompson, Trustee	Andrew J. Sisinni, Esq.
141.	Ellen K. Wolfe	Darlene M. Vlahos, Esq., Executrix	Darlene M. Vlahos, Esq.
142.	Genevieve T. Taccone	Anthony S. Alecci, Executor	Darlene M. Vlahos, Esq.

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

Jun. 24 and Jul. 1

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**BUSH, AUDREY H.,****deceased**

Late of the City of Corry, Commonwealth of Pennsylvania
Executor: Carol L. Clapp, 920 East Main Street, Corry, Pennsylvania 16407

Attorney: Richard A. Vendetti, Esq., Vendetti & Vendetti, 3820 Liberty Street, Erie, PA 16509

HIGGINS, DOROTHEA J., a/k/a**DOROTHEA JEAN HIGGINS,****deceased**

Late of Edinboro, Township of Washington, County of Erie, Pennsylvania

Executrix: Susan Higgins Packard, c/o Jerome C. Wegley, Esq., 120 West Tenth Street, Erie, PA 16501

Attorney: Jerome C. Wegley, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

KUHL, WALTER,**deceased**

Late of Greene Township, County of Erie and Commonwealth of Pennsylvania

Executrix: Judith A. Kosterman
Attorney: Thomas J. Minarcik, Esquire, Elderkin, Martin, Kelly & Messina, 150 East 8th Street, Erie, PA 16501

LEWIS, JOSEPH D., a/k/a**JOE D. LEWIS, a/k/a****JOSEPH LEWIS, a/k/a****JOE LEWIS,****deceased**

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

Executrix: Kathryn A. Kwiatkowski, 709 Indiana Drive, Erie, PA 16505

Attorney: Grant M. Yochim, Esq., Steadman Law Office, 24 Main St. E., Girard, Pennsylvania 16417

LEWONAS, KYRA B.,**deceased**

Late of the City of Erie, Erie County, Pennsylvania

Executrix: Kristi Rita Lewonas, 558 West Sixth Street, Erie, Pennsylvania 16507

Attorney: Raymond A. Pagliari, Esq., 558 West Sixth Street, Erie, Pennsylvania 16507

MOREHOUSE, DELMONT J.,**a/k/a DELMONT MOREHOUSE,****deceased**

Late of the City of Erie, County of Erie

Executor: Mary Jane Brabender, 1835 East 41st Street, Erie, Pennsylvania 16510

Attorney: W. Richard Cowell, Esquire, Carney & Good, 254 West Sixth Street, Erie, Pennsylvania 16507

MORELLI, ELIZABETH, a/k/a**ELIZABETH M. MORELLI,****deceased**

Late of the City of Erie

Executor: William R. Morelli, c/o Attorney Terrence P. Cavanaugh, 3336 Buffalo Road, Wesleyville, PA 16510

Attorney: Terrence P. Cavanaugh, Esq., 3336 Buffalo Road, Wesleyville, PA 16510

PALMER, TED H.,**deceased**

Late of the County of Erie and State of Pennsylvania

Administratrix: Tiffany A. Kosmatine, c/o Edward J. Niebauer, Esquire, 558 West 6th Street, Erie, Pennsylvania 16507

Attorney: Edward J. Niebauer, Esquire, Talarico & Niebauer, 558 West 6th Street, Erie, Pennsylvania 16507

PESKORSKI, LORETTA M.,**deceased**

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

Executrix: Maryann Blausen, 2538 East 39th Street, Erie, Pennsylvania 16510

Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

RINDERLE, LOUIS W. JR.,**a/k/a LOUIS W. RINDERLE,****deceased**

Late of the Township of Millcreek, County of Erie and State of Pennsylvania

Executor: Paulette L. Rinderle, c/o Howard A. Hain, Esq., 821 State Street, Erie, PA 16501

Attorney: Howard A. Hain, Esquire, 821 State Street, Erie, PA 16501

SPANOS, JOHN B.,**deceased**

Late of the Township of Fairview, County of Erie, Commonwealth of Pennsylvania

Executrix: Diana S. Spanos, 1 Cleveland Road, Marblehead, MA 01945-2824

Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**WOLFE, DONALD EUGENE,
a/k/a DONALD E. WOLFE,
deceased**

Late of the Township of Millcreek, Erie, Pennsylvania
Executor: Donald Eric Wolfe, c/o Robert C. Brabender, Esq., 2741 West 8th Street, Suite 16, Erie, PA 16505

Attorney: Robert C. Brabender, Esquire, 2741 West 8th Street, Suite 16, Erie, PA 16505

**ZIMMERMAN, MARJORIE,
a/k/a MARJORIE R.
ZIMMERMAN,
deceased**

Late of the City of Erie, Commonwealth of Pennsylvania
Executrix: Carol A. Huey, 1622 West 34th Street, Erie, Pennsylvania 16508

Attorney: C. James Vendetti, Esq., Vendetti & Vendetti, 3820 Liberty Street, Erie, Pennsylvania 16509

SECOND PUBLICATION

**ANDRES, GEORGE S.,
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Executor: Stephen M. Andres, 102 Beach Haven Lane, Erie, PA 16505

Attorneys: MacDonald, Illig, Jones & Britton, LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**BURKE, ROBERT J.,
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania
Executrix: Rene' M. Menc, c/o 3305 Pittsburgh Avenue, Erie, PA 16508

Attorney: Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

**CHISHOLM, NATALIE H.,
deceased**

Late of the City of Erie, Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Executor: Jeffrey S. Chisholm, c/o Robert G. Dwyer, Esquire, 120 West Tenth Street, Erie, PA 16501

Attorney: Robert G. Dwyer, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**COLLIGAN, IRMA M.,
deceased**

Late of North East Borough, Erie County, North East, Pennsylvania
Executrix: Gail L. Arseneau, c/o Edward Orton, 33 East Main Street, North East, Pennsylvania 16428

Attorneys: Orton & Jeffery, P.C., 33 East Main Street, North East, Pennsylvania 16428

**DERKS, FRED E.,
deceased**

Late of the Township of North East, Erie County, Pennsylvania
Executor: Dawn Stanton, c/o McCarthy, Martone & Peasley, 150 West Fifth Street, Erie, Pennsylvania 16507

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

**DUKE, CAROL A.,
deceased**

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

Administratrix: Michelle Marie Hopkins, c/o 504 State Street, 3rd Floor, Erie, PA 16501

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

**JACKSON, ROBERT W.,
deceased**

Late of North East Township, County of Erie, Commonwealth of Pennsylvania

Executrix: Brenda L. Weber, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508

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

**JOHNSON, BERYL V.,
deceased**

Late of Lawrence Park Township, Erie County, Erie, Pennsylvania
Executrix: Mary J. Sekercioglu, c/o Robert J. Jeffery, Esq., 33 East Main Street, North East, Pennsylvania 16428

Attorneys: Orton & Jeffery, P.C., 33 East Main Street, North East, Pennsylvania 16428

**KWIATKOWSKI, EDWARD A.,
deceased**

Late of the City of Erie, Erie County, Pennsylvania

Co-Executors: Andrew E. Kwiatkowski and Sandra A. Kwiatkowski, 802 Michigan Blvd., Erie, PA 16505

Attorney: None

**SCANZILLO, ANTHONY,
deceased**

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

Executor: Nathan Thomas Scanzillo, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508

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

THIRD PUBLICATION

**APPLE, ELEENIA ALICE, a/k/a
ALICE E. APPLE, a/k/a
E. ALICE APPLE,
deceased**

Late of the Township of Fairview, County of Erie, State of Pennsylvania

Executrix: Mary Kirsch,
2640 East 32nd Street, Erie,
Pennsylvania 16510

Attorney: James R. Steadman,
Esq., 24 Main St. E., Girard,
Pennsylvania 16417

**BIONDI, KATHLEEN A.,
deceased**

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

Executor: Cynthia C. Gentile,
c/o 3939 West Ridge Road, Suite
B-27, Erie, PA 16506

Attorney: James L. Moran,
Esquire, West Ridge Commons,
3939 West Ridge Road, Suite
B-27, Erie, PA 16506

**BOESCH, WILLIAM J., JR.,
deceased**

Late of Millcreek Township, County of Erie and Commonwealth of Pennsylvania

Administrator: Diane H. Boesch
Attorney: Craig A. Zonna,
Esquire, Elderkin, Martin, Kelly
& Messina, 150 East 8th Street,
Erie, PA 16501

**BUZZARD, SAMUEL L.,
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania

Co-Executors: Michael L. Hoover-Buzzard & Tracy Buzzard, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

Attorney: Valerie Kuntz, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**HACKENBERG, PAUL H.,
deceased**

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

Administrator: Eric G. Hackenberg, 233 West Main Street, Clarion, PA 16214

Attorney: Zanita A. Zacks-Gabriel, Esquire, 402 West Sixth Street, Erie, PA 16507

**KARLHEIM, CLOTILDA,
deceased**

Late of North East Borough, Erie County, North East, Pennsylvania

Executrix: Cynthia A. Corbin, c/o Robert J. Jeffery, Esq., 33 East Main Street, North East, Pennsylvania 16428

Attorney: Orton & Jeffery, P.C., 33 East Main Street, North East, Pennsylvania 16428

**KNIGHT, ROBERT L., JR.,
deceased**

Late of the City of Erie, County of Erie

Executor: Almynd Knight, 7911 Bargain Road, Erie, Pennsylvania 16509

Attorney: Kari A. Froess, Esquire, Carney & Good, 254 West Sixth Street, Erie, Pennsylvania 16507

**MORTON, CAROLYN B.,
deceased**

Late of Millcreek Township, Erie County, Pennsylvania

Executor: John E. Morton, c/o Robert G. Dwyer, Esquire, 120 West Tenth Street, Erie, PA 16501

Attorney: Robert G. Dwyer, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**NEDUCHAL, JOSEPHINE B.,
deceased**

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

Executor: Douglas M. Yarbenet
Attorney: Thomas J. Minarcik, Esquire, Elderkin, Martin, Kelly & Messina, 150 East 8th Street, Erie, PA 16501

**PRUZINSKY, OLGA D., a/k/a
OLGA DELORES PRUZINSKY,
deceased**

Late of Erie, PA, Erie County, PA
Administrator: Michael J. Pruzinsky, c/o Gregory A. Karle, Esquire, 900 State Street, Suite 103, Erie, PA 16501

Attorney: Gregory A. Karle, Esquire, 900 State Street, Suite 103, Erie, PA 16501

**SEDLER, BURDETTE R.,
deceased**

Late of Girard Township, County of Erie and Commonwealth of Pennsylvania

Executor: David L. Sedler
Attorney: David J. Rhodes, Esquire, Elderkin, Martin, Kelly & Messina, 150 West 8th Street, Erie, PA 16501

**SOHL, RICHARD W.,
deceased**

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

Executor: John J. O'Connor, 305 Arbuckle Road, Erie, Pennsylvania 16509

Attorney: William J. Kelly, Jr., Esquire, 100 State Street, Suite 440, Erie, Pennsylvania 16507

**STEVA, DONALD G.,
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania

Executor: Patrick Forest Steva, c/o Ritchie T. Marsh, 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

**WITTENBURG, LYNDA A.,
deceased**

Late of the Township of McKean, County of Erie, State of Pennsylvania

Administratrix: Jill E. Wittenburg, c/o 78 East Main Street, North East, PA 16428

Attorney: John C. Brydon, Esq., Brydon Law Office, 78 East Main Street, North East, PA 16428

CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS

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Edinboro, PA 16412 ----- *TMSculenEsq@gmail.com*

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STEVEN M. SRNKA ----- (814) 453-4141
425 West 10th Street, Suite 205
Erie, PA 16502 ----- *srnka.mcgowanlaw@verizon.net*

NEW PHONE NUMBER

JAMES D. DONOVAN ----- (803) 705-5636

NEW EMAIL ADDRESS

JOAN M. FAIRCHILD ----- *fairchildlaw@neohio.twcbc.com*

The Erie County Bar Foundation and its Justice Samuel J. Roberts Scholarship Fund continue to be in need of contributions to support this scholarship program.

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