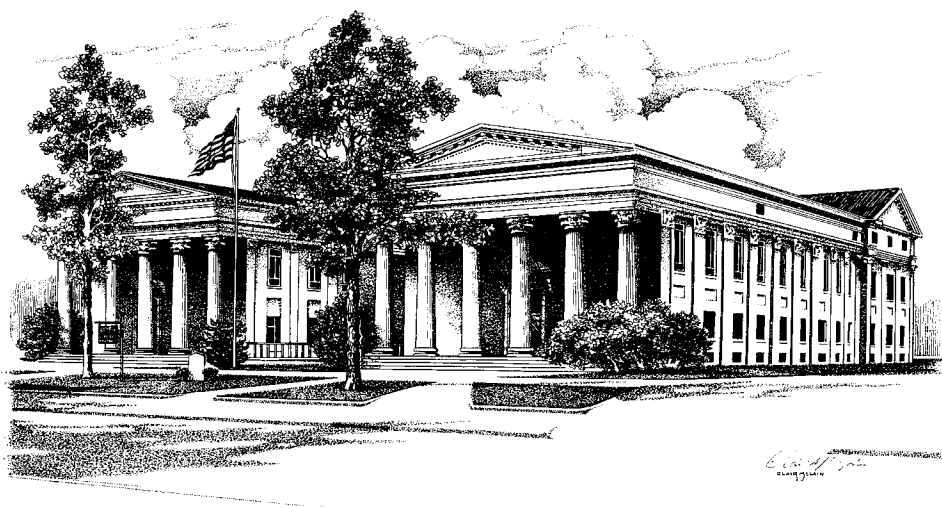


Erie County Legal Journal

May 4, 2018

Vol. 101 No. 18



101 ERIE 39 - 52
Abbey v. Erie Insurance Exchange

Erie County Legal Journal

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

Managing Editor: Megan E. Black
Administrator of Publications: Paula J. Gregory

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INDEX

NOTICE TO THE PROFESSION	4
OPINION	7
COURT OF COMMON PLEAS	
Change of Name Notice	21
Fictitious Name Notices	21
Legal Notices	21
Sheriff Sales	23
ORPHANS' COURT	
Estate Notices	31
CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS	35

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Erie County Bar Association

Calendar of Events and Seminars

WEDNESDAY, MAY 9, 2018

Law Day
Noon
Bayfront Convention Center, Great Hall

THURSDAY, MAY 10, 2018

Young Lawyers Division Happy Hour
with the Family Law Section
4:30 p.m.
Room 33

THURSDAY, MAY 17, 2018

AKT Kid Konnection Event
5:30 p.m. - 7:00 p.m.
Eastland Bowl

MONDAY, MAY 21, 2018

ECBA Board of Directors Meeting
Noon
ECBA Headquarters

TUESDAY, MAY 22, 2018

Family Law Section Meeting
Noon
Judge Walsh's Courtroom

WEDNESDAY, MAY 23, 2018

Criminal Defense Meeting
Noon
ECBA Headquarters

MONDAY, MAY 28, 2018

Memorial Day Holiday
ECBA Office Closed
Erie County and Federal Courthouses Closed

MONDAY, JUNE 11, 2018

Workers' Compensation Section Meeting
Noon
ECBA Headquarters

MONDAY, JUNE 18, 2018

Bankruptcy Section Meeting
Noon
Calamari's

MONDAY, JUNE 18, 2018

Estates Leadership Committee Meeting
Noon
ECBA Headquarters

MONDAY, JUNE 25, 2018

ECBA Board of Directors Meeting
Noon
ECBA Headquarters



Erie County Bar
Association



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To view PBI seminars visit the events calendar
on the ECBA website
<http://www.eriebar.com/public-calendar>

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA
MOTION COURT DATES FOR JUDGE THOMAS P. AGRESTI
ERIE AND PITTSBURGH DIVISION CASES
MAY 2018 NOTICE

The following is a list of *May 2018, June 2018, and July 2018* motion court dates and times to be used for the scheduling of motions pursuant to *Local Rule 9013-5(a)* before **Judge Thomas P. Agresti** in the Erie and Pittsburgh Divisions of the Court. The use of these dates for scheduling motions consistent with the requirements of *Local Rule 9013-5(a)* and Judge Agresti's *Procedure B(1)-(3)* summarized below and on Judge Agresti's webpage at: www.pawb.uscourts.gov. ***The motions will be heard in the Erie Bankruptcy Courtroom, U.S. Courthouse, 17 South Park Row, Erie, PA 16501 and Courtroom C, 54th Floor, U.S. Steel Building, 600 Grant Street, Pittsburgh, PA 15219.***

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 Bankruptcy Rules* and the Judge's procedures, 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, *only*, 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.

SCHEDULE CHAPTER 13 MOTIONS ON:

Select the following times, EXCEPT for the specific matters to be scheduled at 11:30 a.m.:

Wednesday, May 2, 2018	9:30 a.m.: Open for all Erie & Pittsburgh Ch. 13 matters
Wednesday, May 30, 2018	10:00 a.m.: Open for all Erie & Pittsburgh Ch. 13 matters
Wednesday, June 27, 2018	10:30 a.m.: Open for all Erie & Pittsburgh Ch. 13 matters
Wednesday, July 25, 2018	11:00 a.m.: Open for all Erie & Pittsburgh Ch. 13 matters
	11:30 a.m.: Ch. 13 Sale, Financing and Extend/Impose Stay

NOTE: Chapter 12 matters are now scheduled on Ch. 11/7 Motion Court days, only.

SCHEDULE CHAPTERS 12, 11 & 7 MOTIONS ON:

Select the following times, EXCEPT for Ch. 7 Motions to Extend/Impose Stay scheduled only at 11:00 a.m., and, all sale motions and all Ch. 12 matters which are only to be scheduled at 11:30 a.m.:

Thursday, May 10, 2018 (no longer available)	9:30 a.m.: Open for all Erie & Pittsburgh Ch. 11 matters
Monday, May 14, 2018 (now available)	10:00 a.m.: Open for all Erie & Pittsburgh Ch. 11 matters
Thursday, May 24, 2018	10:30 a.m.: Open for all Erie & Pittsburgh Ch. 7 matters
Thursday, June 7, 2018	11:00 a.m.: Open for all Erie & Pittsburgh Ch. 7 matters, including all Ch. 7 Motions to Extend/Impose Stay
Thursday, June 21, 2018	11:30 a.m.: Ch. 11 and 7 Sale Motions and all Ch. 12 matters at this time, only
Thursday, July 5, 2018	
Tuesday, July 19, 2018	

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).

Michael R. Rhodes
Clerk of Court

May 4

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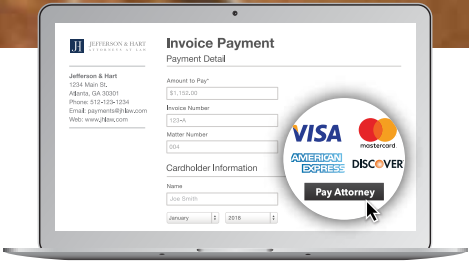
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Client: Joe Smith
Amount: \$1,152.00



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BRADEN ABBEY, Plaintiff

v.

ERIE INSURANCE EXCHANGE, Defendant

*INSURANCE COVERAGE / STATUTORY STACKING
OF UNDERINSURANCE COVERAGE*

An auto insurance policy which insures more than one vehicle contains stacked coverage for uninsured and/or underinsured claims unless the insured executes a rejection of stacked coverage waiver form.

INSURANCE COVERAGE / WAIVER OF STACKED UNDERINSURANCE COVERAGE

An insurance company has the statutory duty to provide it's insured with an opportunity to waived stacked coverage when a vehicle is added to an existing multi-vehicle policy.

The insurer's failure to provide an opportunity for the insured to waive stacked coverage when a vehicle is added means the existing auto policy retains stacked coverage for all insured vehicles.

*INSURANCE CONTRACTUAL CLAUSES / APPLICABILITY
OF "AFTER-ACQUIRED VEHICLE" CLAUSE*

The mere existence of an "after-acquired vehicle clause" in an auto policy, without any evidence of its applicability to the insured's transaction, does not discharge the insurer of its responsibilities under the UIM statute.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW
NO. 12388 – 2015

Appearances: Adam E. Barnett, Esquire on behalf of the Plaintiff
Amy M. Kirkham, Esquire on behalf of the Defendant

OPINION

Cunningham, J.

April 26, 2018

The presenting matter is whether the Plaintiff, Braden Abbey, is entitled to stacked underinsured coverage pursuant to an automobile policy issued by the Defendant, Erie Insurance. The parties agree the material facts are not in dispute and this matter is ripe for disposition as a matter of law through competing Motions for Summary Judgment. Upon consideration of the Briefs, applicable law and after oral argument, Summary Judgment is hereby entered in favor of Braden Abbey.

FACTUAL HISTORY

On July 29, 2011, Braden Abbey was involved in a motor vehicle collision at a time when he was insured under Automobile Insurance Policy Number Q07-0706069 ("Abbey policy") issued by Erie Insurance. The Abbey policy was purchased by Braden's parents, Brian and Roxanne Abbey, with whom he resided at the time of the collision.

The Abbeys are longtime customers of Erie Insurance dating back to July 7, 2007. On March 1, 2010, Erie Insurance agent Timothy Kolakowski ("Agent Kolakowski") became the Erie Insurance agent for Brian Abbey ("Mr. Abbey"). At that time, Mr. Abbey's policy

with Erie Insurance insured one vehicle, a 2007 Suzuki Grand Vitara, with \$100,000.00 per person and \$300,000.00 per accident, stacked underinsured (“UIM”) coverage. Upon review of this policy, Agent Kolakowski informed Mr. Abbey that he was paying for stacked coverage on one vehicle. Agent Kolakowski opined that it did not make financial sense for Mr. Abbey to pay extra for stacked coverage since there was only one insured vehicle. Mr. Abbey accepted Agent Kolakowski’s suggestion, thus on June 16, 2010, he signed a rejection of stacking form. A Declarations page was issued by Erie Insurance consistent with Mr. Abbey’s decision to reject stacked UIM coverage.

The next change to the Abbey policy occurred on August 31, 2010, when Mr. Abbey’s son, Braden Abbey, was added as an insured driver under the policy. A Declarations page was issued by Erie Insurance reflecting this change.

On September 24, 2010, a 1977 Ford F-150 4WD was added to the Abbey policy. Mr. Abbey informed Agent Kolakowski before the purchase of this vehicle of his desire to add it to his existing policy. In fact, the 1977 Ford F-150 4WD was added to the Abbey policy the same day it was purchased. A Declarations page was issued by Erie Insurance notifying Mr. Abbey of the new premium for the additional car. However, at that time, Erie Insurance did not provide Mr. Abbey an opportunity to accept or reject stacked UIM coverage for his two vehicles.

On July 29, 2011, Braden Abbey was severely injured in a motor vehicle collision involving the second insured vehicle, the 1997 Ford F-150 4WD. Because his injuries exceeded available insurance coverages, Braden Abbey made an underinsured motorist claim under the Abbey policy with Erie Insurance. Thereafter, a dispute arose regarding the amount of UIM benefits available on this claim, which resulted in the present litigation.

It is the position of Erie Insurance that Braden Abbey’s coverage is limited to unstacked UIM benefits in the amount of \$100,000.00. Braden Abbey argues he is entitled to stacked UIM benefits in the amount of \$200,000.00.

On January 30, 2018, Erie Insurance filed a Motion for Summary Judgment, Brief in Support of Summary Judgment and Motion for Oral Argument. On January 31, 2018, Braden Abbey filed a Motion for Summary Judgment and Brief in Support of Motion for Summary Judgment.

On March 1, 2018, Braden Abbey filed a Reply to the defense Motion for Summary Judgment and Brief in Opposition thereto. On March 2, 2018, Erie Insurance filed a Reply Brief in Opposition to its opponent’s Motion for Summary Judgment and a Reply Brief on March 9, 2018.

Also on March 9, 2018, Braden Abbey filed a Reply Brief to his opponent’s Brief in Opposition to Plaintiff’s Motion for Summary Judgment.

Oral argument was held on April 3, 2018 regarding the respective Motions for Summary Judgment.

SUMMARY OF ARGUMENTS

Because Erie Insurance did not obtain a signed stacking waiver from Mr. Abbey when he added the second vehicle to the policy, Braden Abbey contends the Abbey policy provides stacked UIM coverage by operation of law. In response, Erie Insurance argues the addition of a new vehicle does not trigger the statutory waiver requirement because its policy extends

continuous coverage for an “after-acquired vehicle.” In addition, Erie Insurance maintains that Mr. Abbey was aware of the stacking option, elected to unstack this policy on June 16, 2010 and never requested to change back to stacked benefits when he added a second vehicle to the policy on September 24, 2010.

Distilled, these arguments pit the statutory requirements for stacking against the policy language of the insurance contract. Given the facts of this case, Erie Insurance cannot circumvent its responsibilities as statutorily mandated by the use of its “after-acquired vehicle clause,” or by putting the onus on the insured to specifically request the stacking option.

THE STATUTORY OPTION TO WAIVE UIM COVERAGE

The Pennsylvania legislature squarely addressed the issue of consumer choice for stacking within a multi-vehicle policy by legislation titled “Stacking of Uninsured and Underinsured Benefits and Option to Waive” 75 Pa.C.S.A. §1738 *et seq.* (“the UIM statute”).

The UIM statute is grounded on the assumption that an automobile policy involving multiple vehicles provides stacked UIM coverage. The stated limit for UIM coverage “shall apply separately to each vehicle so insured. The limits of coverages available under this subchapter for an insured shall be the sum of the limits for each motor vehicle as to which the injured person is an insured.” *Id.* at §1738(a). Braden Abbey cites this provision to contend he is entitled to the sum of the UIM limits for each of the two vehicles within the Abbey policy.

The UIM statute then provided a mechanism for the consumer to waive stacked coverage by mandating that each named insured “shall be provided the opportunity to waive the stacked limits of coverage and instead purchase coverage” that is unstacked for a premium “reduced to reflect the different cost of such coverage.” *Id.* at §1738(c). This provision imposes a statutory duty upon the insurer to provide the insured with the opportunity to waive stacked UIM coverage.

The UIM statute not only mandates that each insured be given the opportunity to waive stacked coverage, but also that any waiver be in writing on a rejection form prescribed by the legislature. *Id.* at §1738(d). The legislature drafted separate rejection forms for Uninsured Coverage and Underinsured Coverage.

The legislature also directed that its waiver forms “must be signed by the first named insured and dated to be valid. Any rejection form that does not comply with this section is void.” *Id.* at §1738(e).

If the waiver requirements are met, “the limits of coverage available under the policy for an insured shall be the stated limits for the motor vehicle as to which the injured person is an insured.” *Id.* at §1738(b). Erie Insurance relies on this provision to argue that Braden Abbey is entitled to a \$100,000.00 UIM limit.

The legislative intent is unequivocal: an automobile policy covering multiple vehicles is stacked unless the first named insured executes in writing and dates one of the rejection forms specifically drafted by the legislature.

The crux of the dispute herein is when Erie Insurance was required to give the Abbeyes an opportunity to execute a rejection of stacked coverage waiver form as prescribed in the UIM statute.

According to Erie Insurance, the opportunity to reject stacked coverage was given to and

exercised by Mr. Abbey on June 16, 2010 when he signed a waiver form. Braden Abbey contends the opportunity to reject stacked coverage should have occurred on September 24, 2010, when a second vehicle was added to the policy converting it from a single-vehicle to a multi-vehicle policy subject to the requirements of the UIM statute. The Abbey position is supported by the facts, the plain reading of the UIM statute and the inapplicability of the “after-acquired vehicle clause” within the Abbey policy.

THE STATUTORY TIME FRAME CONTROLS, NOT THE POLICY

The question of when the UIM statute is applicable is directly answered within the statute. Specifically, it applies whenever a policy covers multiple vehicles:

“(a) Limit for each vehicle. – WHEN MORE THAN ONE VEHICLE is insured under one or more policies providing uninsured or underinsured motorist coverage... (the limits of coverage are the sum total of all insured vehicles).” 75 Pa.C.S.A. § 1738(a) (*emphasis by capital letters is added*).

“More than one vehicle” is plural, meaning the UIM statute applies to multi-vehicle policies. The legislature omitted any reference to a single-vehicle policy, which the Abbeyes had on June 16, 2010 when Mr. Abbey signed the rejection of stacking waiver. On September 24, 2010 the Abbey policy became a “more than one vehicle...insured under one” policy within the ambit of the UIM statute.

Separately, there is no provision within the UIM statute limiting the insurer’s responsibilities to any particular point in time during the life of the policy. Nor does the UIM statute provide that once an insured opts to waive stacked coverage, no further opportunity needs to be given to the insured to change that election, regardless of any material change in the insured’s circumstances.

Likewise, there is no language in the UIM statute granting authority to the insurer to determine if and when its responsibilities exist thereunder.

Glaringly absent in the analysis by Erie Insurance is any reference to or reliance on any provision within the UIM statute. Instead, Erie Insurance focuses solely on its interpretation of the insurance contract it drafted for the Abbeyes.

As a matter of common sense consistent with the provisions of the UIM statute, at a minimum Erie Insurance was required to provide Mr. Abbey an opportunity to reject stacked coverage on September 24, 2010 when the Abbey policy became a multi-vehicle policy. The failure to provide such an opportunity means the UIM benefits within the Abbey policy remained stacked at the time of Braden Abbey’s accident.

MR. ABBEY NEVER WAIVED STACKED COVERAGE FOR A 2nd VEHICLE

Erie Insurance argues that Mr. Abbey was given an opportunity to reject stacked coverage in June, 2010 when he discussed stacking with Agent Kolakowski and signed a rejection of stacking form. However, at that time, Mr. Abbey was only insuring one vehicle, which prompted his agent to recommend unstacked coverage.

Between June and September, 2010, the Abbeyes’ circumstances materially changed twice. On August 31, 2010, Braden Abbey was added as a named insured; and on September 24, 2010, a second vehicle was added to the Abbey policy. As a result, the number of drivers insured under the Abbey policy increased and the number of insured vehicles doubled.

By the terms of the policy drafted by Erie Insurance, the addition of a new driver or the addition of a new vehicle were each a significant change to the Abbey policy. Under the heading of “HOW YOUR POLICY MAY BE CHANGED,” Erie Insurance identifies eight situations significant enough to warrant a change in the policy premium. Identified as change Number 6 is the addition of a vehicle to the Abbey policy. Next, change Number 7 is the addition of a licensed driver in the Abbey household. *See Plaintiff’s Exhibit 1, Motion for Summary Judgment, p. 10.* By September 24, 2010, the Abbey policy had incurred two unrelated, significant changes regarding the number of drivers and vehicles, with each change affecting the policy premium.

The significant changes in the Abbeyes’ circumstances constituted ample reasons for Mr. Abbey to be given an opportunity to decide whether he wanted to continue to unstack his UIM coverage. The same reasoning Agent Kolakowski used to suggest Mr. Abbey unstack his policy in June, 2010 should have compelled him to recommend Mr. Abbey consider stacking in September, 2010, since the policy now covered two vehicles and a third driver. However, Agent Kolakowski failed to discuss stacking with Mr. Abbey in September, 2010, and Erie Insurance did not give him the opportunity to waive stacking. This failure is in direct contravention of the statutory requirement that the first named insured be given an opportunity to reject stacking for a multi-vehicle policy.

Erie Insurance counters that Mr. Abbey was an informed consumer of automobile policies who was well aware of his stacking choices and chose to maintain unstacked coverage consistent with his signed June 16, 2010 waiver despite adding an additional driver and vehicle to his policy. Erie Insurance faults Mr. Abby for not asking about stacking in September, 2010, or informing Erie Insurance of his desire to change his policy back to stacking.

This argument is unpersuasive as the UIM statute does not make a distinction regarding the knowledge or savviness of the consumer. In fact, the statute presumes to know the preference of the consumer by establishing the policy is stacked and placing the responsibility on the insurer to provide the insured with an opportunity to consider rejecting stacked coverage for a less expensive rate. The framework of the UIM statute treats the most knowledgeable consumer the same as the least knowledgeable consumer by putting the onus on the insurer to provide the insured the opportunity to reject stacked UIM coverage.

Furthermore, the choice Mr. Abbey would have made if given the statutory opportunity to keep stacked coverage is a matter of speculation. Up through September 24, 2010, Mr. Abbey had elected both stacked and unstacked coverages at various times within his Erie Insurance policies. Hence, it is not automatic, as Erie Insurance presumes herein, that Mr. Abbey would have continued with unstacked coverage on September 24, 2010, if his agent would have directed Mr. Abbey’s attention to this decision by giving him the opportunity to re-stack his policy. Keep in mind, Mr. Abbey heeded the advice of Agent Kolakowski to unstack his policy in June, 2010. It is equally possible Agent Kolakowski would have recommended re-stacking the Abbey policy in September, 2010 and that Mr. Abbey would have again accepted his agent’s advice. Notably, Braden Abbey was described by Erie Insurance in its Declarations as an “unmarried occasional male driver age 17 without driver training.” Having a 17-year-old male without driver’s training added to the Abbey policy is sufficient reason to give Mr. Abbey the statutory opportunity to return to stacked UIM coverage.

It is the duty of the insurer to provide the insured an opportunity to waive stacked coverage that matters under the UIM statute. It is not the statutory duty of the insurer to decide what the insured wants based on a prior choice made by the insured. Erie Insurance cannot unilaterally usurp Mr. Abbey's opportunity to sign a rejection of stacked coverage waiver form when his policy went from a single to a multi-vehicle policy and also added a 17-year-old male driver without driver training.

THE INTERNAL ERIE INSURANCE WAIVER POLICY

The posture of Erie Insurance in this case is in direct conflict with its internal policy requiring rejection of stacked coverage forms be provided to an insured when a vehicle is added to an existing policy. As a factual matter, perhaps the most persuasive evidence of when the requirements of the UIM statute applied to this case was directly answered by Agent Kolakowski:

Q: And after the '97 Ford F-150 was added to the policy, did your office send Mr. Abbey a rejection of stacking waiver form?

A: That was our policy that we send, whenever there's a – whenever there's a change made, like we added a vehicle, the unstacked rejection forms are signed, are printed and we would send them to the customer.

Q: Okay. Why do you do that?

A: To see if they want stacking or unstacking, to see if they want to keep the stacking and the unstacking option the same.

Q: Now, it's your policy to send it. Do you call the individual to discuss?

A: We did not at that time, no.

.....

Q: Okay. Did they receive any form of cover letter with the forms?

A: At that time, I believe we were just putting sticky notes saying these are the uninsured motorist forms, please sign.

Q: All right. Does your office keep any record of the sending out of such forms?

A: Other than putting – not a formal – at that time, we were not keeping a formal list-

Q: Okay.

A: --of anything like that. We would just send the forms out.

Q. Okay. And did your office, do they conduct any type of follow-up if the forms are not – if no response is received that they’re sending out the forms?

A. Not at that time.

Q: All right. Have those policies changed within your office?

A: We are now keeping better track – we’re keeping track of if they’re sent out, and we would send a follow-up.
.....

Q: Okay. All right. Does Erie Insurance, do they mandate you to provide stacking waivers when a vehicle is added?

A: Yes, the system prints them out.

Tim Kolakowski Deposition, pp. 20-22, Exhibit 4.

It was the internal policy of Erie Insurance in September, 2010 that its agents were to treat the addition of another vehicle to an existing policy as a change in the policy requiring the UIM rejection of stacking forms be provided to the insured. Indeed, Erie Insurance’s “system prints them out.” This internal policy provided the insured the opportunity to change course on stacking in situations like the Abbeyes, who now had more insured drivers and vehicles.

Erie Insurance cannot reconcile its present argument regarding when its responsibilities arise under the UIM statute with its actual policy mandating the opportunity to sign the statutory waiver form upon the addition of another vehicle to an existing policy. This fact alone is dispositive in this case.

THE “AFTER-ACQUIRED VEHICLE CLAUSE”

Erie Insurance argues the Abbey policy provided “continuous” coverage for all vehicles acquired thereafter. Relying on what it calls its “after-acquired vehicle clause,” Erie Insurance contends there was not a new policy issued to the Abbeyes in September, 2010 that triggered the statutory requirement for an opportunity to reject stacked coverage.

There is no provision in the Abbey policy titled or otherwise identified as the “after-acquired-vehicle clause.” Instead, innocuously placed within the definitional section of the policy, Erie Insurance defines an “additional auto” as “any **private passenger auto**...that **you** acquire, purchase or lease during the policy period. For coverage to apply, **we** must insure all **private passenger autos you** own on the date **you** acquire, purchase or lease an **additional auto**.” *Abbey Policy, p. 2 (All of the emboldened words are in the policy, there is no emphasis added herein).*

The definition further imposes upon the insured the requirement to notify Erie Insurance of the acquisition of the vehicle for coverage to occur: “**You** must notify **us** during the policy period of **your** intention to have this policy apply to an **additional auto** or an **additional trailer**.” *Id.* There is a time deadline put on the insured for notifying Erie Insurance, to-wit

“during the policy period” (unless the vehicle was acquired within 30 days prior to the end of the policy period). *Id.*

The policy provides “the broadest coverage **you** have purchased” for the time between acquiring the vehicle and the insured’s notification to Erie Insurance of the intention to have the policy apply to the additional auto. *Id.* This provision means there is a window of time between purchasing a vehicle and notifying Erie Insurance that existing coverage is in place. By implication, if the insured fails to notify Erie Insurance, there is no coverage.

These provisions comprise what Erie Insurance calls, but does not identify by title within its policy, the “after-acquired vehicle clause.” However, this clause was never triggered in this case and is irrelevant to the duties Erie Insurance owed the Abbeyes under the UIM statute.

THE AFTER-ACQUIRED CLAUSE IS A LEGAL FICTION

As proffered in this case, the “after-acquired vehicle clause” is a legal fiction which has no factual or legal bearing on the resolution of Braden Abbey’s claim for UIM benefits. A review of the mandates for automobile insurance under Pennsylvania law establishes how infrequent is the legal need for this clause.

It has been a longstanding requirement under Pennsylvania law that a vehicle owner maintains insurance, *i.e.* financial responsibility: “Every motor vehicle of the type required to be registered under this title which is operated or currently registered shall be covered by financial responsibility.” 75 Pa.C.S.A. §1786(a).

From the moment Mr. Abbey drove away from the place of purchase of the 1997 Ford F-150 4WD on September 24, 2010, he was required to have proof of financial responsibility for this vehicle. If Mr. Abbey did not have insurance, the law provides a host of sanctions against him, including, *inter alia*, fines, suspension of registration and/or suspension of driving privileges. *Id.* at §1786(d). These sanctions are in place to provide incentives for vehicle owners to purchase insurance when buying a vehicle so that there is an immediate funding source for those injured in vehicular accidents.

Separately, for vehicles sold by licensed new and/or used car entities in Pennsylvania, there is a legal duty to have the buyer show proof of financial responsibility as part of the transaction. 67 Pa.Code §43.5(d)(2)(i). The failure of the selling licensee to require production of such proof exposes it to the suspension or loss of the sales license. *Id.* at §53.9.

The combination of all of these legal mandates in Pennsylvania means seldom should there be a situation wherein a vehicle is sold without the immediate purchase or proof of financial responsibility. As a matter of law, the situations that the “after-acquired vehicle clause” is needed are, in theory, rare.

That is not to say that the after-acquired vehicle clause does not have a place in the insurance marketplace. It can be invoked by an insured to allow a brief period of time to decide where and under what terms the insured wants to place automobile insurance. “The after-acquired vehicle clause extends temporary, stop-gap coverage, thereby protecting the insured until the policy can be amended.” *Pergolese v. Standard Fire Insurance Co.*, 162 A.3d 481, 488 (Pa.Super. 2017). Importantly, the “after-acquired vehicle clause” was not needed by the Abbeyes.

There is no dispute that Mr. Abbey notified Erie Insurance of his intent to purchase the

1997 Ford F-150 4WD even before buying it. Mr. Abbey provided Agent Kolakowski with all of the relevant information, including the model, year and Vehicle Identification Number. As a result, Erie Insurance added the Ford F-150 4WD to the Abbey policy on September 20, 2010, simultaneous to the time Mr. Abbey purchased it.

There was never a window of time between the purchase of the Ford F-150 4WD vehicle and Mr. Abbey's notification to Erie Insurance to add this second vehicle to his policy. Accordingly, there was never a moment in time when the second Abbey vehicle needed to be covered by the "after-acquired vehicle clause." This clause was never triggered and is therefore irrelevant to Braden Abbey's claim.

There is also no reference in any of the documents in this case, including all of the Declaration pages issued by Erie Insurance after September 24, 2010, that the 1997 Ford F-150 4WD was covered under the "after-acquired vehicle clause" of the Abbey policy. Nor did Erie Insurance ever inform the Abbeyes they were covered under the "after-acquired vehicle clause." The omission of any reference to this clause by Erie Insurance is an implicit recognition it was never triggered or applicable to the Abbey policy.

THE ACCIDENT WAS AFTER NOTIFICATION BY THE INSURED

There is another salient factual reason the "after-acquired vehicle clause" is of no relevance in this case: Braden Abbey's claim did not occur during a time after the second vehicle was purchased but before Mr. Abbey notified Erie Insurance to add it to the policy. Hence, any relevance the "after-acquired vehicle clause" may have had in this case ceased the moment Mr. Abbey notified Erie Insurance on September 24, 2010 of his intent to add the second vehicle to his existing policy. Braden Abbey's unfortunate accident occurred on July 29, 2011, long after the "after-acquired vehicle clause" had any potential relevance to this case.

Because the "after-acquired vehicle clause" was never triggered in this case, it is irrelevant and cannot be used to relieve Erie Insurance of the duty owed to Mr. Abbey under the UIM statute to provide him with an opportunity to reject stacked coverage upon adding a second vehicle to his policy. This argument is simply a fiction used by Erie Insurance to avoid responsibility for violating its internal policy or complying with the legislative mandates of the UIM statute.

APPELLATE INTERPRETATIONS OF THE UIM STATUTE

The Pennsylvania appellate courts have addressed the UIM statute in a trio of cases frequently referenced as the *Sackett* trilogy. The Pennsylvania Supreme Court decided cases cited as *Sackett v. Nationwide Mutual Insurance Co.*, 591 Pa. 416, 919 A.2d 194 (2007) ("*Sackett I*"); and "*Sackett II*" at 596 Pa. 11, 940 A.2d 329 (2007). *Sackett* was addressed a third time, this time by the Pennsylvania Superior Court, referenced as "*Sackett III*" at 4 A.3d 637 (Pa. Super. 2010). The parties also rely on a host of other Superior Court cases decided post-*Sackett*.

The facts of this case are aligned with the rulings by the Pennsylvania Supreme Court in *Sackett I* and *Sackett III* as well as several Superior Court cases, all recognizing the after-acquired vehicle clause was never triggered and is thus irrelevant to the insurer's duties under the UIM statute.

The underlying facts in *Sackett* involved a policy covering two vehicles wherein the insured waived stacking under the UIM statute. Thereafter, the insured added a third vehicle to the same policy and the insurer did not provide the insured with an opportunity to waive stacked coverage. Later, there was an accident involving the third vehicle. The resulting litigation raised the question of whether the insurer's failure to provide an opportunity to reject stacking when the third vehicle was added meant that the insured was entitled to stacking under the UIM statute.

In what became known as *Sackett I*, the Pennsylvania Supreme Court held the addition of another vehicle to an existing multi-vehicle policy required the insurer to provide the insured with an opportunity to reject stacking. The failure to provide such an opportunity meant the policy contained stacked coverage for all three vehicles under the UIM statute. Thus, under the analysis of *Sackett I*, the Abbey policy included stacked UIM benefits for both vehicles.

The Pennsylvania Supreme Court later granted re-argument to clarify the breadth of its ruling. In what became known as *Sackett II*, the Pennsylvania Supreme Court affirmed its prior ruling that an after-acquired vehicle clause which provides coverage within a specified period of time, e.g. 30 days, is a "finite" clause. Such a clause does not absolve the insurer of the obligation to provide an opportunity for the insured to reject stacked coverage under the UIM statute.

The *Sackett II* Court then created an exception to its ruling in *Sackett I* limited to situations when the additional vehicle is added to a multi-vehicle policy pursuant to the after-acquired vehicle clause and provides "continuous" coverage until the insured notifies the insurer of the intent to add the additional vehicle to the existing policy. In this setting, there is a grace period to allow the insured time to either purchase other insurance, or to notify the current insurer of the intent to place the additional vehicle on the existing policy. Because the after-acquired vehicle clause is actually utilized by the insured for a brief period, to the benefit of the insured (and the public as insurance remains in place), the *Sackett II* Court found the insurer does not have to provide the insured with an opportunity to waive stacked coverage under the UIM statute.

Erie Insurance contends its after-acquired vehicle clause in the Abbey policy fits within the *Sackett II* exception. Erie Insurance argues the waiver of stacked coverage exercised by Mr. Abbey on June 16, 2010 remains in effect under the "continuous" terms of the policy pursuant to the after-acquired vehicle clause. Thus, there was no obligation under the UIM statute to provide the Abbeys with any subsequent opportunity to reject stacking under the UIM statute. However, this position is untenable because *Sackett II* is fundamentally distinguishable from the case *sub judice*.

In *Sackett II*, the Pennsylvania Supreme Court intentionally restricted its analysis to the addition of a vehicle to an existing multi-vehicle policy. The *Sackett II* Court specifically declined to resolve "arguments concerning situations involving additions to single-vehicle policies." *Id.* at 334, FN. 5. Therefore, the *Sackett II* Court did not address the circumstances of this case, to-wit when a single-vehicle policy became a multi-vehicle policy with a recently added 17-year-old male driver with no driver training.

Secondly, the *Sackett II* exception is limited to situations where the existing insurance is extended through the use of the after-acquired vehicle clause and not through endorsements

or declarations under the general terms of the policy. (“We hold that the extension of coverage under the after-acquired-vehicle provision to a vehicle added to a pre-existing multi-vehicle policy...” *Sackett II*, 940 A.2d at 344).

The *Sackett II* analysis factually assumes the insured invoked the after-acquired vehicle clause to gain a grace period between the purchase of the vehicle and the insured’s final decision regarding where to place the insurance. By stark contrast, Mr. Abbey never invoked or needed the after-acquired vehicle clause to provide a grace period to acquire coverage. Furthermore, Braden Abbey’s accident happened long after the Abbeyes satisfied any duty owed to notify Erie Insurance pursuant to the after-acquired vehicle clause. Hence, the after-acquired clause never came into play, or if it did, the clause ceased to be relevant on September 24, 2010 upon Mr. Abbey’s notice to Erie Insurance of his intent to add the second vehicle to his existing policy.

The *Sackett III* Court recognized this important distinction in its reliance on *Sackett I* to find in favor of the insured. The *Sackett III* Court described the exception the *Sackett II* Court carved from its prior ruling as a “minor modification” in which the insurer “extends coverage to an insured’s new vehicle on a pre-existing policy pursuant to an after-acquired-vehicle clause...” *Sackett III*, 4 A.3d at 639.¹ The insurance coverage for the third Sackett vehicle did not occur through the after-acquired vehicle clause; rather, it was extended under the general terms of the policy via endorsements. In other words, the after-acquired vehicle clause was never utilized as a means to provide coverage. Because this clause was never triggered, pursuant to *Sackett I*, the insurer had the obligation under the UIM statute to afford the insured an opportunity to reject stacked coverage upon adding a vehicle to an existing policy. The failure to provide such an opportunity results in the automatic stacking of the policy under the UIM statute.

The *Sackett III* rationale applies to the Abbey policy because the Abbeyes added the second vehicle to their existing policy simultaneously to its purchase. There was never a need for the after-acquired vehicle clause by the Abbeyes or Erie Insurance. Instead, Erie Insurance provided coverage to both of the Abbey vehicles through various Declarations to their policy without any reference to the after-acquired vehicle clause.

In addition, under the *Sackett* trilogy of cases, Mr. Abbey’s decision to waive stacked coverage in June, 2010 is meaningless. At the time the Sacketts added the third vehicle, the Sacketts had previously executed rejection of stacked coverage forms for their two insured vehicles. This fact was disregarded by all three *Sackett* Courts in situations, like the instant one, where the after-acquired vehicle clause was inapplicable. Consequently, the reliance by Erie Insurance on the June 16, 2010 waiver signed by Mr. Abbey is of no moment, as the UIM statute still required Erie Insurance to give the Abbeyes an opportunity to reject stacked coverage in September, 2010.

Perhaps the most startling difference between *Sackett II* and the present case is that the *Sackett II* exception was not utilized by Erie Insurance as a matter of internal policy. Rather, Erie Insurance required its agents to provide rejection of stacking forms whenever a vehicle was added to an existing policy, consistent with the UIM statute. Not only did Erie Insurance require its agents to provide the forms, its system automatically printed them out for the

¹ The description of *Sackett II* as a “minor modification” is perhaps indicative of the infrequency of use and if used, the stop-gap nature of the after-acquired vehicle clause.

agents to dispense. This internal policy distinguishes all of the cases relied upon by Erie Insurance in this case.²

The Superior Court has addressed the UIM statute in several cases after the *Sackett* trilogy of cases. In *Bumbarger v. Peerless Indem. Ins. Co.*, 93 A.3d 872 (Pa. Super. 2014) (*en banc*), a third and fourth vehicle was added to an unstacked two-vehicle policy. When the third vehicle was purchased, the insured notified her insurance agent and requested that the vehicle be added to her existing policy. The coverage for the third vehicle on the existing policy was effective on the same day, July 24, 2007, that it was purchased by the insured. At that time, there was no opportunity given to the insured to waive stacked coverage despite the expansion of the policy to cover three vehicles. Over two years later, the insured was in an accident with the third vehicle.

In finding there was stacked coverage under the UIM statute, the Superior Court held the after-acquired vehicle clause was never triggered:

[I]n both *Sackett* and this case, the vehicles were added to an existing policy; they were not added to replace a vehicle already covered under the policy. Moreover, although the policies in both *Sackett* and the instant case had after-acquired vehicle clauses, because the additional cars were added on pursuant to the policy's endorsement provision immediately after being purchased and were placed on the policy's declarations' page, the after-acquired vehicle clauses became irrelevant.

Bumbarger, *supra*. at 878.

The result in *Bumbarger* was later summarized by the Superior Court as follows:

In *Bumbarger v. Peerless Indem. Ins. Co.*, 93 A.3d 872 (Pa. Super. 2014) (*en banc*), this courts' most recent *en banc* pronouncement on the stacking issue, we held that when an insured takes ownership of a vehicle and simultaneously informs his insurer of the new vehicle, the language and purpose of the after-acquired vehicle provision in the policy is never triggered. An after-acquired vehicle provision merely extends existing coverage until the insured notifies the insurer that he wishes to insure the new vehicle under his policy with the insurer. The after-acquired vehicle clause extends temporary, stop-gap coverage, thereby protecting the insured until the policy can be amended. The addition of the vehicle to the policy by the insurer, pursuant to *Sackett I* and *III*, requires a new stacking waiver. In *Bumbarger*, we did not need to look to the analysis of *Sackett II* which only addressed the implication of the after-acquired vehicle clause.

Pergolese v. Standard Fire Insurance Co., 162 A.3d 481, 488 (Pa. Super. 2017).

The *Bumbarger* analysis was also employed in *Pergolese*, *supra*., wherein a multi-vehicle policy was previously unstacked. At different times, the insureds had three or four vehicles on the policy (with four being the maximum number allowed by the insurer). On April 8, 1998, there were three vehicles on the policy, including a 1993 Mazda MX-6, when a fourth vehicle was purchased and added to the vehicle. At that time, there was no opportunity given to the insured to reject stacked coverage. On July 23, 2001, an insured suffered serious

² Unfortunately for all parties, there is no documentation to support Agent Kolakowski's belief that he sent the rejection of stacking forms as printed out by the Erie Insurance system to the Abbeys. Proof of the Abbeys' written rejection of stacking when the second vehicle was added would have rendered this litigation unnecessary.

injuries while driving the covered 1993 Mazda. At issue was whether the injured insured was entitled to stacked benefits under the UIM statute. The Superior Court held:

Here, appellees notified their agent of the new vehicle, the 1990 Ford F-150, and requested proof of coverage before the purchase was completed. The agent then faxed a copy of the insurance card and issued amended declarations pages reflecting coverage of the new vehicle at an increased premium. As in *Bumbarger*, the after-acquired vehicle provision in the Standard Fire policy is simply inapplicable. Therefore, we need not consider whether it is continuous or finite. Pursuant to *Sackett I*, *Sackett II* and *Bumbarger*, appellees' addition of the 1990 Ford F-150 to the policy constituted a new "purchase" of UM/UIM coverage under Sections 1738 of the MVFRL and required the execution of a new UM/UIM stacking waiver.

Pergolese, supra, 162 A.3d at 490.

As in *Pergolese*, there is no need to analyze whether the Abbey policy was "continuous" or "finite" because the after-acquired vehicle clause is inapplicable. Pursuant to *Sackett I*, *Sackett III*, *Bumbarger* and *Pergolese*, the addition of another vehicle to an existing policy by endorsement under the general terms of the policy triggers the UIM statutory requirement that the Abbeyes be given the opportunity to accept or reject stacked UIM benefits.

In fairness to Erie Insurance, consideration was given to its reliance on *Toner v. The Travelers Home and Marine Ins. Co.*, 137 A.3d 583 (2016). However, *Toner* is irrelevant because its holding applied to cases involving coverage provided through the after-acquired vehicle clause. As recognized by the Majority Opinion in *Toner*, "If an insured obtains coverage contemporaneously with the purchase of a vehicle, the after-acquired vehicle grace period is not implicated." *Id.* at 597, FN 8. The Abbeyes obtained coverage contemporaneously with the purchase of the Ford F-150, and therefore, the after-acquired vehicle clause "is not implicated" in this case.

CONCLUSION

The entirety of the Erie Insurance defense is based on its interpretation of the insurance contract it drafted for the Abbeyes. To accept this defense is to permit Erie Insurance to solely determine if and when its responsibilities exist under the UIM statute by virtue of its interpretation of its contractual terms without any reference or regard to what the legislature mandated in the UIM statute. However, to cite the mere existence of an after-acquired vehicle clause in the Abbey policy, without any evidence of its applicability to the insured's transaction, does not discharge Erie Insurance from its responsibilities under the UIM statute.

As a matter of law, "stipulations in a contract of insurance in conflict with, or repugnant to, statutory provisions which are applicable to, and consequently form a part of, the contract, must yield to the statute, and are invalid, since contracts cannot change existing statutory laws." *Prudential Property & Casualty Insurance Company v. Colbert*, 813 A.2d 747 (Pa. 2002), quoting *Allwein v. Donegal Mutual Insurance Company*, 671 A.2d 744, 752 (Pa. Super. 1996) (*en banc*), appeal denied, 546 Pa. 660, 685 A2d 541 (1996), quoting *George J. Couch, Couch on Insurance* 2d (Rev. Ed.), 13.7 at 827 (1984).

Erie Insurance cannot deploy its innocuous, untitled and unused after-acquired vehicle clause to avoid its duty to provide the Abbeyes with an opportunity to waive stacked coverage

when the Abbey policy went from a single-vehicle policy to a multi-vehicle policy on September 24, 2010.

Accordingly, because there was no opportunity provided to the Abbeyes to execute a rejection of stacking waiver form in September, 2010, nor did Mr. Abbey ever execute such a form after September, 2010, the UIM statute mandates the Abbey policy provides stacked UIM benefits for Braden Abbey.

ORDER

For the reasons set forth in the accompanying Opinion, the Plaintiff's Motion for Summary Judgment is **GRANTED** and the Defendant's Motion for Summary Judgment is **DENIED**. Judgment is hereby entered in favor of the Plaintiff.

BY THE COURT

/s/ **William R. Cunningham, Judge**

CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania 10999-18 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Kimberly Jean Snyder to Kimberly Jean Miller.

The Court has fixed the 29th day of May, 2018 at 10:30 a.m. in Court Room G, Room 222, of the Erie County Court House, 140 West 6th Street, Erie, Pennsylvania 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.

May 4

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

1. Fictitious Name: Mosquito Hunters of Erie
2. Address of the principle place of business: 4525 Leacock Road, Edinboro, PA 16412
3. The real names and addresses, including street and number, of the persons who are parties to the registration: Trillanes Associates, LLC, 4525 Leacock Road, Edinboro, PA 16412
4. An application for registration of a fictitious name under the Fictitious Names Act was filed on or about: April 5, 2018
William T. Morton, Esquire
2225 Colonial Ave., Ste 206
Erie, PA 16506

May 4

FICTITIOUS NAME NOTICE

Notice is hereby given that an Application for Registration of Fictitious Name was filed in the Department of State of the Commonwealth of Pennsylvania

February 01, 2018 for Sound Yoga Practice at 8062 Millfair Road McKean, PA 16426. The name and address of each individual interested in the business is Carrie Morda at 8062 Millfair Road, McKean, PA 16426. This was filed in accordance with 54 Pa.C.S. 311.

May 4

**LEGAL NOTICE
NOTICE OF
ADMINISTRATIVE
SUSPENSION**

Notice is hereby given that **Daniel Patrick Marnen** of **Erie County** has been **Administratively Suspended** by Order of the Supreme Court of Pennsylvania dated March 21, 2018, pursuant to Rule 111(b), Pa.R.C.L.E., which requires that every active lawyer shall annually complete, during the compliance period for which he or she is assigned, the continuing legal education required by the Continuing Legal Education Board. The order became effective April 20, 2018 for Compliance Group 2.

Suzanne E. Price, Attorney Registrar
The Disciplinary Board of the
Supreme Court of Pennsylvania

May 4

LEGAL NOTICE

ATTENTION: UNKNOWN BIOLOGICAL FATHER INVOLUNTARY TERMINATION OF PARENTAL RIGHTS IN THE MATTER OF THE ADOPTION OF MINOR MALE CHILD E. M. R. - DOB: 12/08/2017 BORN TO: CASSADY MARIE RHOADS 34 IN ADOPTION 2018

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 Orphans' Court of Erie County, Pennsylvania, at the Erie County Court House, Senior Judge Shad Connelly, Court Room No. B - #208, City of Erie, on Tuesday, June 5, 2018, 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 child 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/Orphans' 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 Erie County Office of Children and Youth at (814) 451-7726, or contact your adoption attorney, if you have one.

May 4

LEGAL NOTICE

IN THE COURT OF COMMON
PLEAS OF ERIE COUNTY,
PENNSYLVANIA
CIVIL ACTION - LAW
NO. 2018-10802
MARQUETTE SAVINGS BANK,
Plaintiff

v.

BETTY J. BARTON, Defendant
BETTY J. BARTON SHOULD
TAKE NOTICE that Marquette
Savings Bank has filed a Complaint
in Mortgage Foreclosure against her
concerning the property commonly
known as **4463 South Park Lane,**
Erie, Pennsylvania.

NOTICE

If you wish to defend, you must enter
a written appearance personally or
by attorney and file your defenses
or objections in writing with the

court. You are warned that if you
fail to do so the case may proceed
without you and a judgment may
be entered against you by the court
without further notice for the relief
requested by the Plaintiff. You may
lose money or property or other rights
important to you.

YOU SHOULD TAKE THIS PAPER
TO YOUR LAWYER AT ONCE. IF
YOU DO NOT HAVE A LAWYER,
GO TO OR TELEPHONE THE
OFFICE SET FORTH BELOW.
THE OFFICE CAN PROVIDE YOU
WITH INFORMATION ABOUT
HIRING A LAWYER.

IF YOU CANNOT AFFORD TO
HIRE A LAWYER, THIS OFFICE
MAY BE ABLE TO PROVIDE YOU
WITH INFORMATION ABOUT
AGENCIES THAT MAY OFFER
LEGAL SERVICES TO ELIGIBLE

PERSONS AT A REDUCED FEE
OF NO FEE.

Lawyers Referral &
Information Service
P.O. Box 1792
Erie, PA 16507
(814) 459-4411

MARSH SPAEDER BAUR
SPAEDER & SCHAAF, LLP
Eugene C. Sundberg, Jr., Esquire
Attorneys for Plaintiff
300 State Street, Suite 300
Erie, Pennsylvania 16507
(814) 456-5301

May 4



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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

**MAY 18, 2018
AT 10 A.M.**

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.

John T. Loomis

Sheriff of Erie County

Apr. 27 and May 4, 11

SALE NO. 1

**Ex. #10016 of 2017
NORTHWEST BANK, Plaintiff**

v.

**MICKEY D. BOWEN and
SARAH L. BOWEN, Defendants
DESCRIPTION**

By virtue of a Writ of Execution filed at No. 2017-10016, Northwest Bank vs. Mickey D. Bowen and Sarah L. Bowen, owners of property situate in the Township of Greene, Erie County, Pennsylvania being: 2171 Hillborn Road, Erie, Pennsylvania 16509.

Approx. 1.00 Acre

Assessment Map Number: (25) 12-35-2

Assessed Value Figure: \$91,850.00
Improvement Thereon: Residence

Kurt L. Sundberg, Esq.
Marsh Spaeder Baur Spaeder
& Schaaf, LLP
Suite 300, 300 State Street
Erie, Pennsylvania 16507
(814) 456-5301

Apr. 27 and May 4, 11

SALE NO. 2

**Ex. #13422 of 2017
NORTHWEST BANK f/k/a
NORTHWEST SAVINGS
BANK, Plaintiff**

v.

**CHAD A. MURPHY, Defendant
DESCRIPTION**

By virtue of a Writ of Execution filed at No. 2017-13422, Northwest Bank vs. Chad A. Murphy, owner of property situate in the City of Erie, Erie County, Pennsylvania being: 2909 Walnut Street, Erie, Pennsylvania 16508.

40' X 110' X 40' X 110'

Assessment Map Number: (19) 6049-312

Assessed Value Figure: \$66,050.00

Improvement Thereon: Residence

Kurt L. Sundberg, Esq.

Marsh Spaeder Baur Spaeder
& Schaaf, LLP

300 State Street, Suite 300
Erie, Pennsylvania 16507
(814) 456-5301

Apr. 27 and May 4, 11

SALE NO. 3

**Ex. #11619 of 2015
Northwest Savings Bank,
Plaintiff**

v.

John Q. Walsh, Defendant

DESCRIPTION

By virtue of a Writ of Execution filed at No. 2015-11619, Northwest Savings Bank v. John Q. Walsh, owner of property situated in the Township of Franklin, Erie County, Pennsylvania being commonly known as 6325 Crane Road, Edinboro, PA 16412 with 2.1522 acreage.

Assessment Map No. (22) 12-30-5

Assessed Value Figure: \$106,010

Improvement thereon: Single Family Dwelling (Two-story)

Mark G. Claypool, Esquire

Knox McLaughlin Gornall
& Sennett, P.C.

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

Apr. 27 and May 4, 11

SALE NO. 5

**Ex. #13493 of 2017
CITIZENS BANK OF
PENNSYLVANIA, Plaintiff**

v.

**Charles A.J. Halpin, III, Esquire,
Personal Representative of
the Estate of Susan M. Colvin,
Deceased, Defendant**

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate in the 6th Ward of the City of Erie, County of Erie and Commonwealth of Pennsylvania.

BEING KNOWN AS: 2985 Poplar Street, Erie, PA 16508

PARCEL #19-060-044.0-352.00

Improvements: Residential Dwelling.

Gregory Javardian, Esquire

Id. No. 55669

Attorneys for Plaintiff

1310 Industrial Boulevard

1st Floor, Suite 101

Southampton, PA 18966

(215) 942-9690

Apr. 27 and May 4, 11

SALE NO. 6

**Ex. #12857 of 2017
FIRST NATIONAL BANK OF
PENNSYLVANIA, Plaintiff**

v.

**LOWELL J. WALKER and
THERESA C. WALKER,
Defendants**

DESCRIPTION

By virtue of a Writ of Execution filed to No. 12857-17, First National Bank of Pennsylvania, Plaintiff vs. Lowell J. Walker and Theresa C. Walker, Defendants, owner(s) of property situated in the Borough of North East, Erie County, Pennsylvania, being 40 Robinson Street, North East, Pennsylvania 16428.

Assessment Map No: (35) 006-047.0-18.00

Assessed Value Figure: \$84,570.00

Improvement Thereon: N/A

JSDC Law Offices

Scott A. Dietterick, Esquire and/or

Kathryn L. Mason, Esquire
P.O. Box 650
Hershey, PA 17033
(717) 533-3280

Apr. 27 and May 4, 11

SALE NO. 7

Ex. #11274 of 2014

**PNC BANK, NATIONAL
ASSOCIATION, SUCCESSOR
BY MERGER TO NATIONAL
CITY BANK, SUCCESSOR BY
MERGER TO NATIONAL CITY
MORTGAGE, A DIVISION OF
NATIONAL CITY BANK OF
INDIANA, Plaintiff**

v.

**ANDREW C. ELIASON,
ELISSA M. ELIASON,**

Defendant(s)

DESCRIPTION

BEGINNING at a existing iron pipe in the north right of way line of Clemens Road (TR-589), said pipe is the southwest corner of the lot herein conveyed, said pipe is also the southeast corner of a lot now or formerly owned by Fallacaro (Tax identification number 25-19-54-30.05); THENCE S 71° 17' 22" E a distance of 46.11 feet along the north right of way line of Clemens Road to a set iron pipe; THENCE N 89° 33' 14" E a distance of 282.33 feet along the north property line of Yapple to an existing iron pipe; THENCE S 01° 32' 08" E a distance of 209.01 feet to a set iron pipe in the north right of way line of Clemens Road; THENCE S 49° 21' 06" E a distance of 133.08 feet along the north right of way line of Clemens Road to a set iron pipe; THENCE N 00° 25' 22" W a distance of 851.09 feet to a set iron pipe in the south line of Niemeyer; THENCE S 88° 36' 32" W a distance of 430.24 feet along the south line of Niemeyer to an existing iron pipe, said pipe is the northeast corner of the Fallacaro property; THENCE S 00° 25' 22" E a distance of 532.41 feet to an existing iron pipe. Said pipe is the point of beginning. Containing 6.03 acres of land as shown on the Yapple Hill Subdivision plot being Lot A as surveyed by Edward E. Northrop, PLS and recorded in the Erie County Recorder of Deeds in

Map Book 2004 page 35.

ALSO all that certain piece or parcel of land situate in the Township of Greene, County of Erie, and Commonwealth of Pennsylvania, being part of tract 192, being more particularly bounded and described as follows, to-wit:

BEING a triangular parcel of vacant land with frontage on the north side of Clemens Road and formerly being the northeast corner of that first parcel of land bearing Erie County Tax Index No. (25) 26-66-1.01 described in Erie County Record Book 974, at page 2156, the within triangular piece or parcel of land bearing Erie County Tax Index No. (25) 19-54-31.

PROPERTY ADDRESS: 5250 Clemens Road Waterford, PA 16441 and Parcel# 25-019-054.0-0304-6 KML Law Group, P.C.
Attorney for Plaintiff
Suite 5000 - BNY Independence Center, 701 Market Street Philadelphia, PA 19106-1532
(215) 627-1322

Apr. 27 and May 4, 11

SALE NO. 10

Ex. #12916 of 2017

**WELLS FARGO BANK, N.A.,
AS TRUSTEE FOR GREEN
TREE MORTGAGE LOAN
TRUST 2005-HE-1, Plaintiff**

v.

LISA A. PROCTOR,

Defendant(s)

DESCRIPTION

ALL that certain piece or parcel of land situate 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 North line of West Sixteenth (W. 16th) Street, three hundred (300) feet West of the point of intersection of the North line of West Sixteenth Street with the West line Cherry Street; thence Westwardly along the North line of West Sixteenth Street, forty (40) feet to a point; thence Northwardly parallel with the West line of Cherry Street, one hundred thirty-five (135) feet to a point; thence Eastwardly parallel with the North line of West Sixteenth Street

forty (40) feet to point; and thence Southwardly parallel with the West line of Cherry Street, one hundred thirty-five (135) feet to the place of beginning.

Having erected thereon a dwelling house known and numbered as 630 West Sixteenth Street, Erie, County Index No. (16) 3032-104.
Parcel# 16-030-032.0-104.00
PROPERTY ADDRESS: 630 West 16th Street Erie, PA 16502
KML Law Group, P.C.
Attorney for Plaintiff
Suite 5000 - BNY Independence Center, 701 Market Street Philadelphia, PA 19106
(215) 627-1322

Apr. 27 and May 4, 11

SALE NO. 11

Ex. #12337 of 2017

**DITECH FINANCIAL LLC,
Plaintiff**

v.

**IRENE HODACK, Solely in
Her Capacity as Heir of Irene
Verok, Deceased, The Unknown
Heirs of Irene Verok, Deceased,
ELIZABETH LITOWKIN,
Solely in Her Capacity as Heir
of Irene Verok, Deceased,**

Defendant(s)

DESCRIPTION

All that certain piece or parcel of land situate in the Borough of Lake City, County of Erie, and State of Pennsylvania, being part of Tract 299, and being known as Lot No. 63 of a plot of Lake City No. 3, as shown on a plot of said subdivision recorded in the Office of the Recorder of Deeds of Erie County, Pennsylvania in Erie County Map Book 5 at page 309, to which plot reference is hereby made for the further description of said property. Said lot having a frontage of sixty-five (65) feet along the south line of Clifton Drive and a uniform depths of one hundred forty (140) feet, having erected thereon a one family dwelling bearing Index No. (28) 9-9-12.

Parcel# 28-009-0090-01200
PROPERTY ADDRESS: 10333 Clifton Drive, Lake City, PA 16423
KML Law Group, P.C.
Attorney for Plaintiff

Suite 5000 - BNY Independence
Center, 701 Market Street
Philadelphia, PA 19106
(215) 627-1322

Apr. 27 and May 4, 11

SALE NO. 12

Ex. #13396 of 2016

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

v.

**ANTHONY W. BOYKIN,
Defendant**

DESCRIPTION

By virtue of a Writ of Execution
No. 2016-13396, U.S. BANK
NATIONAL ASSOCIATION,
AS TRUSTEE FOR THE
PENNSYLVANIA HOUSING
FINANCE AGENCY, Plaintiff
vs. ANTHONY W. BOYKIN,
Defendant

Real Estate: 238 EAST 30TH
STREET, ERIE, PA 16504
Municipality: City of Erie
Erie County, Pennsylvania
Dimensions: 27 x 135
See Deed Book 1095, page 1424
Tax I.D. (18) 5082-138
Assessment: \$16,800 (Land)
\$41,800 (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

Apr. 27 and May 4, 11

SALE NO. 13

Ex. #10517 of 2017

**PENNSYLVANIA HOUSING
FINANCE AGENCY, Plaintiff**

v.

**KENNETH S. CHASE,
Defendants**

DESCRIPTION

By virtue of a Writ of Execution No.
2017-10517, PENNSYLVANIA
HOUSING FINANCE AGENCY,
Plaintiff vs. KENNETH S. CHASE,
Defendants

Real Estate: 2597 PENN STREET,
LAKE CITY, PA
Municipality: Borough of Lake City

Erie County, Pennsylvania
Dimensions: 75 x 195.83
See Deed Book 2015-006090
Tax I.D. (28) 14-32-7
Assessment: \$17,700 (Land)
\$79,720 (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

Apr. 27 and May 4, 11

SALE NO. 14

Ex. #12948 of 2017

**PENNSYLVANIA HOUSING
FINANCE AGENCY, Plaintiff**

v.

**LETESHA M. DUNLAP
AND THE SECRETARY OF
HOUSING AND URBAN
DEVELOPMENT, Defendants**

DESCRIPTION

By virtue of a Writ of Execution No.
2017-12948, PENNSYLVANIA
HOUSING FINANCE AGENCY,
Plaintiff vs. LETESHA M.
DUNLAP AND THE SECRETARY
OF HOUSING AND URBAN
DEVELOPMENT, Defendants
Real Estate: 241 EAST 22ND
STREET, ERIE, PA 16503
Municipality: City of Erie
Erie County, Pennsylvania
Dimensions: 47.25 x 135.05
See Deed Book 2010-022291
Tax I.D. (18) 5010-211
Assessment: \$5,700 (Land)
\$90,400 (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

Apr. 27 and May 4, 11

SALE NO. 15

Ex. #12312 of 2017

MIDFIRST BANK, Plaintiff

v.

**MITCHELL K. FEDAK AND
CINDY L. FEDAK, Defendants**

DESCRIPTION

By virtue of a Writ of Execution
No. 12312-17, MIDFIRST BANK,

Plaintiff vs. MITCHELL K.
FEDAK AND CINDY L. FEDAK,
Defendants

Real Estate: 1433-1435 ATKINS
STREET, ERIE, PA 16503
Municipality: City of Erie
Erie County, Pennsylvania
Dimensions: 33.75 x 110
See Deed Book 643, page 1975
Tax I.D. (14) 1105-106
Assessment: \$8,200 (Land)
\$30,560 (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

Apr. 27 and May 4, 11

SALE NO. 16

Ex. #11369 of 2016

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

v.

**CORRY G. HOWARD,
Defendant**

DESCRIPTION

By virtue of a Writ of Execution
No. 11369-2016, U.S. BANK
NATIONAL ASSOCIATION,
AS TRUSTEE FOR THE
PENNSYLVANIA HOUSING
FINANCE AGENCY, Plaintiff vs.
CORRY G. HOWARD, Defendant
Real Estate: 12897 W. LAKE
ROAD, EAST SPRINGFIELD, PA
16411

Municipality: Township of
Springfield
Erie County, Pennsylvania
Dimensions: 1.103 acres
See Deed Book 1065, Page 0372
Tax I.D. (39) 8-29-3.06

Assessment: \$24,500 (Land)
\$41,400 (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

Apr. 27 and May 4, 11

SALE NO. 18

Ex. #11702 of 2017

**Wells Fargo Bank, N.A., Plaintiff
v.**

**Matthew J. O'Brien, III, AKA
Matthew J. Obrien, III, AKA
Matthew O'Brien, III, Defendant
DESCRIPTION**

By virtue of a Writ of Execution filed to No. 2017-11702, Wells Fargo Bank, N.A. vs. Matthew J. O'Brien, III, AKA Matthew J. Obrien, III, AKA Matthew O'Brien, III owner(s) of property situated in The City of Erie, County of Erie, Commonwealth of Pennsylvania being 247 East 29th Street, Erie, PA 16504
0.0961

Assessment Map Number:
18050082011000
Assessed Value figure: \$57,500.00
Improvement thereon: Single Family Dwelling
Kimberly J. Hong, Esquire
Manley Deas Kochalski LLC
P.O. Box 165028
Columbus, OH 43216-5028
614-220-5611

Apr. 27 and May 4, 11

SALE NO. 19

Ex. #11791 of 2017

**Erie Federal Credit Union,
Plaintiff
v.**

**Robert M. Will, Defendant
DESCRIPTION**

By virtue of a Writ of Execution filed to No. 11791-17, Erie Federal Credit Union v. Robert M. Will Owner(s) of property situated in City of Erie, Erie County, Pennsylvania, being 4318 Pine Avenue, Erie, PA 16504 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, and being Lot Number Sixteen (16) of the Replot of Block Sixteen (16) and Seventeen (17) of Arbuckle Heights Subdivision, a plan of which is recorded in Erie County Map Book 5, pages 178 and 179. HAVING erected thereon a single family dwelling commonly known as 4318 Pine Avenue, Erie, Pennsylvania, and being further identified by Erie County Tax Parcel

Index No. (18) 5207-218.

BEING the same premises as conveyed to Leon W. Kwitowski and Lucy A. Kwitowski, his wife, by deed dated September 29, 1988 and recorded September 30, 1988 in Erie County Record Book 66, page 238. Lucy A. Kwitowski also known as Lucy Ann Kwitowski died April 20, 2004 as evidenced by proof of death filed in the Register of Wills Office.

Assessment Map number 18-052-007.0-218.00
Assessed Value figure: \$84,240.00
Improvement thereon: Residential Dwelling
MARTHA E. VONROSENSTIEL, PC.
Martha E. Von Rosenstiel, Esq / No 52634
Heather Riloff, Esq / No 309906
Tyler J. Wilk, Esq / No 322247
649 South Ave, Ste 7
Secane, PA 19018
(610) 328-2887

Apr. 27 and May 4, 11

SALE NO. 20

Ex. #12831 of 2017

**Bridgeway Capital, Inc., Plaintiff
v.**

**Jenny Faye, LLC, Defendant(s)
DESCRIPTION**

By virtue of a Writ of Execution filed to No. 2017-12831, Bridgeway Capital, Inc. vs. Jenny Faye, LLC, owner of property situated in the City of Erie, Erie County, Pennsylvania being 3822 Conrad Road, Erie, PA 16510

Assessment Map Number: (18) 5232-115
Assessed Value Figure: \$112,400.00
Improvement thereon: Retail Single Occupancy
GRIFFITH, MCCAGUE & HAPPEL, P.C.
J. Michael McCague
408 Cedar Avenue
Pittsburgh, PA 15212
(412) 803-3690
PA ID #42993
jmm@gmwplaw.com

Apr. 27 and May 4, 11

SALE NO. 21

Ex. #13356 of 2017

**Bayview Loan Servicing, LLC,
Plaintiff
v.**

**Robert K. Konarski, Defendant
DESCRIPTION**

By virtue of a Writ of Execution filed to No. 13356-17, Bayview Loan Servicing, LLC vs. Robert K. Konarski, owners of property situated in Fairview Township, Erie County, Pennsylvania being 5430 Somerset Drive, Fairview, PA 16415 1896 Square Feet & .4649- Acreage Assessment Map number: 21061087200400
Assessed Value figure: \$149,100.00
Improvement thereon: Residential Dwelling
Roger Fay, Esquire
1 E. Stow Road
Marlton, NJ 08053
(856) 482-1400

Apr. 27 and May 4, 11

SALE NO. 22

Ex. #12709 of 2017

**HSBC Bank USA, National
Association, as Trustee, in trust
for the registered holders of ACE
Securities Corp., Home Equity
Loan Trust, Series 2006-NC3,
Asset Backed Pass-Through
Certificates, Plaintiff
v.**

**Kelly A. Randolph and Kenneth
M. Hedderick, II, Defendants
DESCRIPTION**

By virtue of a Writ of Execution filed to No. 12709-17, HSBC Bank USA, National Association, as Trustee, in trust for the registered holders of ACE Securities Corp., Home Equity Loan Trust, Series 2006-NC3, Asset Backed Pass-Through Certificates vs. Kelly A. Randolph and Kenneth M. Hedderick, owners of property situated in Harborcreek Township, Erie County, Pennsylvania being 6776 Buffalo Road, Harborcreek, PA 16421
2678 Square Feet and 0.4318 acreage
Assessment Map number: 27034033010600
Assessed Value figure: \$118,800.00
Improvement thereon: Residential Dwelling
Roger Fay, Esquire
1 E. Stow Road
Marlton, NJ 08053
(856) 482-1400

Apr. 27 and May 4, 11

SALE NO. 23

Ex. #13494 of 2017

Deutsche Bank National Trust Company, as Trustee for Novastar Mortgage Funding Trust, Series 2007-1 Novastar Home Equity Loan Asset-Backed Certificates, Series 2007-1, Plaintiff
v.

Kelly M. Bailey, Brian K. Bailey, Defendant(s)

DESCRIPTION

By virtue of a Writ of Execution filed to No. 13494-17, Deutsche Bank National Trust Company, as Trustee for Novastar Mortgage Funding Trust, Series 2007-1 Novastar Home Equity Loan Asset-Backed Certificates, Series 2007-1 vs. Kelly M. Bailey, Brian K. Bailey Amount Due: \$123,366.47

Kelly M. Bailey, Brian K. Bailey, owner(s) of property situated in ALBION BOROUGH, Erie County, Pennsylvania being 41 Spring Street, Albion, PA 16401-1356 Dimensions: 150 X 115

Assessment Map number: 01-008-038.0-002.00

Assessed Value: \$81,200.00

Improvement thereon: residential Phelan Hallinan Diamond & Jones, LLP One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Apr. 27 and May 4, 11

SALE NO. 24

Ex. #10274 of 2014

JPMorgan Chase Bank, N.A., Plaintiff
v.

Dilene M. Kaliszewski, Defendant(s)

DESCRIPTION

By virtue of a Writ of Execution filed to No. 10274-2014, JPMorgan Chase Bank, N.A. vs. Dilene M. Kaliszewski

Amount Due: \$88,070.53

Dilene M. Kaliszewski, owner(s) of property situated in FAIRVIEW TOWNSHIP, Erie County, Pennsylvania being 7718 Fairlane Drive, Fairview, PA 16415-1205 Dimensions: 115 X 175.02

Assessment Map number: 21084023004100

Assessed Value: \$137,200.00

Improvement thereon: residential Phelan Hallinan Diamond & Jones, LLP One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Apr. 27 and May 4, 11

SALE NO. 25

Ex. #10039 of 2016

Wells Fargo Bank, NA, Plaintiff
v.

Eric P. Kosack, Tammy A. Kosack, Defendant(s)

DESCRIPTION

By virtue of a Writ of Execution filed to No. 10039-2016, Wells Fargo Bank, NA vs. Eric P. Kosack, Tammy A. Kosack

Amount Due: \$121,060.55

Eric P. Kosack, Tammy A. Kosack, owner(s) of property situated in GREENE TOWNSHIP, Erie County, Pennsylvania being 3967 Knoyle Road, Erie, PA 16510-4926 Dimensions: 2.3 Acres

Assessment Map number: 25002010001002

Assessed Value: \$127,000.00

Improvement thereon: residential Phelan Hallinan Diamond & Jones, LLP One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Apr. 27 and May 4, 11

SALE NO. 26

Ex. #12698 of 2017

Wells Fargo Bank, National Association, as Trustee for Abfc 2004-Opt5 Trust, Abfc Asset-Backed Certificates, Series 2004-Opt5, Plaintiff
v.

William R. Mason, III, Shoshana G. Mason, Defendant(s)

DESCRIPTION

By virtue of a Writ of Execution filed to No. 12698-17, Wells Fargo Bank, National Association, as Trustee for Abfc 2004-Opt5 Trust, Abfc Asset-Backed Certificates, Series 2004-Opt5 vs. William R.

Mason, III, Shoshana G. Mason Amount Due: \$61,118.92

William R. Mason, III, Shoshana G. Mason, owner(s) of property situated in LAKE CITY BOROUGH, Erie County, Pennsylvania being 1819 Chestnut Street, Lake City, PA 16423-1402

Dimensions: 78 X 126

Acres: 0.2256

Assessment Map number: 28013018000300

Assessed Value: \$77,900.00

Improvement thereon: residential Phelan Hallinan Diamond & Jones, LLP One Penn Center at Suburban Station, Suite 1400

1617 John F. Kennedy Boulevard Philadelphia, PA 19103-1814 (215) 563-7000

Apr. 27 and May 4, 11

SALE NO. 27

Ex. #12054 of 2017

The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-Rs2, Plaintiff
v.

Helen G. Mckelvey, Defendant(s)

DESCRIPTION

By virtue of a Writ of Execution filed to No. 12054-17, The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-Rs2 vs. Helen G. Mckelvey

Amount Due: \$60,452.14

Helen G. Mckelvey, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 1346 West 22nd Street, Erie, PA 16502-2329

Dimensions: 48 X 135.08

Assessment Map number: 19-62-03-333

Assessed Value: \$41,600.00
Improvement thereon: residential
Phelan Hallinan Diamond & Jones, LLP
One Penn Center at Suburban
Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Apr. 27 and May 4, 11

SALE NO. 28

Ex. #12855 of 2016

**Lsf10 Master Participation Trust,
Plaintiff**

v.

Christopher M. Miller, Heather

M. Miller, Defendant(s)

DESCRIPTION

By virtue of a Writ of Execution
filed to No. 12855-16, Lsf10 Master
Participation Trust vs. Christopher
M. Miller, Heather M. Miller, The
United States of America C/O The
United States Attorney for The
Western District of PA

Amount Due: \$206,209.19

Christopher M. Miller, Heather
M. Miller, The United States of
America C/O The United States
Attorney for The Western District
of PA, owner(s) of property situated
in SUMMIT TOWNSHIP, Erie
County, Pennsylvania being 8630
Dundee Road, Erie, PA 16509-5406
Dimensions: 200 X 175

Acreage: 0.8035

Assessment Map number: 40-013-
086.0-015.00

Assessed Value: \$171,100.00

Improvement thereon: residential
Phelan Hallinan Diamond & Jones, LLP
One Penn Center at Suburban
Station, Suite 1400

1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Apr. 27 and May 4, 11

SALE NO. 29

Ex. #10011 of 2018

**Ditech Financial LLC f/k/a Green
Tree Servicing LLC, Plaintiff**

v.

Elizabeth Colorado-Nunez a/k/a

Elizabeth Colorado-Munez, Jose

L. Nunez, Defendant(s)

DESCRIPTION

By virtue of a Writ of Execution filed
to No. 10011-18, Ditech Financial

LLC f/k/a Green Tree Servicing
LLC vs. Elizabeth Colorado-Nunez
a/k/a Elizabeth Colorado-Munez,
Jose L. Nunez

Amount Due: \$132,716.74

Elizabeth Colorado-Nunez a/k/a
Elizabeth Colorado-Munez, Jose L.
Nunez, owner(s) of property situated
in WATERFORD TOWNSHIP, Erie
County, Pennsylvania being 1623
Bagdad Road, a/k/a 1663 Bagdad
Road, Waterford, PA 16441-9146

Dimensions: 1792 sq. ft.

Assessment Map number: 47-016-
030.0-006.00

Assessed Value: \$135,380.00

Improvement thereon: residential
Phelan Hallinan Diamond & Jones, LLP
One Penn Center at Suburban
Station, Suite 1400

1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Apr. 27 and May 4, 11

SALE NO. 30

Ex. #10513 of 2014

Wells Fargo Bank, N.A., Plaintiff

v.

Paulette A. Sanders, Defendant(s)

DESCRIPTION

By virtue of a Writ of Execution filed
to No. 10513-14, Wells Fargo Bank,
N.A. vs. Paulette A. Sanders

Amount Due: \$48,223.25

Paulette A. Sanders, owner(s) of
property situated in ERIE CITY, Erie
County, Pennsylvania being 1124
East 5th Street, Erie, PA 16507-1906
Dimensions: 49.5 X 120.5

Acreage: 0.1369

Assessment Map number: 14-010-
040.0-223.00

Assessed Value: \$59,400.00

Improvement thereon: residential
Phelan Hallinan Diamond & Jones, LLP
One Penn Center at Suburban
Station, Suite 1400

1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Apr. 27 and May 4, 11

SALE NO. 31

Ex. #12249 of 2017

**Wells Fargo Bank, N.A., s/b/m
to Wells Fargo Home Mortgage,
Inc., f/k/a Norwest Mortgage,
Inc., Plaintiff**

v.

**Beverly Lee Thompson,
Defendant(s)**

DESCRIPTION

By virtue of a Writ of Execution
filed to No. 12249-17, Wells Fargo
Bank, N.A., s/b/m to Wells Fargo
Home Mortgage, Inc., f/k/a Norwest
Mortgage, Inc. vs. Beverly Lee
Thompson

Amount Due: \$32,505.77

Beverly Lee Thompson, owner(s)
of property situated in ERIE CITY,
Erie County, Pennsylvania being
3211 Reed Street, Erie, PA 16504-
1248

Dimensions: 40 X 102

Acreage: 0.0937

Assessment Map number:
18050063012200

Assessed Value: \$70,860.00

Improvement thereon: residential
Phelan Hallinan Diamond & Jones, LLP
One Penn Center at Suburban
Station, Suite 1400

1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814

(215) 563-7000

Apr. 27 and May 4, 11

SALE NO. 33

Ex. #13375 of 2017

MTGLQ Investors, LP, Plaintiff

v.

John C. Thorh and Karla K.

Thorh, Defendants

DESCRIPTION

By virtue of a Writ of Execution
filed to No. 2017-13375, MTGLQ
Investors, LP, Plaintiff vs. John C.
Thorh and Karla K. Thorh, owner(s)
of property situated in Erie County,
Pennsylvania being 6137 Meridian
Drive, Erie, PA 16509

Assessment Map Number:
33188590000900

Assessed Value Figure: \$103,600.00
Improvement thereon: Single Family
Home - 1910 sqft

Richard M. Squire & Associates, LLC
Bradley J. Osborne, Esq.
(PA I.D. #312169)

115 West Avenue, Suite 104
Jenkintown, PA 19046

215-886-8790

Apr. 27 and May 4, 11

SALE NO. 34

Ex. #14341 of 2006

JPMorgan Chase Bank, National Association, Plaintiff

v.

Kevin A. Dukich a/k/a Andrew John Wykoff and Kimberly M. Dukich, Defendant

DESCRIPTION

By virtue of a Writ of Execution filed to No. 2006-14341, JPMorgan Chase Bank, National Association vs. Kevin A. Dukich a/k/a Andrew John Wykoff and Kimberly M. Dukich, owner(s) of property situated in Borough of Wesleyville, Erie County, Pennsylvania being 2114 Eastern Avenue, Erie, PA 16510

0.2204

Assessment Map number: 50-3-24-11

Assessed Value figure: \$91,380.00
Improvement thereon: a residential dwelling

Samantha Gable, Esquire
Shapiro & DeNardo, LLC
Attorney for Movant/Applicant
3600 Horizon Drive, Suite 150
King of Prussia, PA 19406
(610) 278-6800

Apr. 27 and May 4, 11

SALE NO. 35

Ex. #11549 of 2017

PHH Mortgage Corporation a/k/a PHH Mortgage Services, Plaintiff

v.

Matthew L. Harris, Sr. and Melanie R. Harris, Defendant

DESCRIPTION

By virtue of a Writ of Execution filed to No. 2017-11549, PHH Mortgage Corporation a/k/a PHH Mortgage Services vs. Matthew L. Harris, Sr. and Melanie R. Harris, owner(s) of property situated in Township of Millcreek, Erie County, Pennsylvania being 4710 Kaylin Court, Erie, PA 16506

0.3374

Assessment Map number: 33092376512300

Assessed Value figure: \$227,070.00
Improvement thereon: a residential dwelling

Samantha Gable, Esquire
Shapiro & DeNardo, LLC

Attorney for Movant/Applicant
3600 Horizon Drive, Suite 150
King of Prussia, PA 19406
(610) 278-6800

Apr. 27 and May 4, 11

SALE NO. 36

Ex. #10166 of 2016

U.S. Bank National Association, as Trustee, successor in interest to Wilmington Trust Company, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for Lehman XS Trust Mortgage Pass-Through Certificates, Series 2007-6, Plaintiff

v.

Sifredo Tejada Pena and Nancy Tejada Pena, Defendant

DESCRIPTION

By virtue of a Writ of Execution filed to No. 2016-10166, U.S. Bank National Association, as Trustee, successor in interest to Wilmington Trust Company, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for Lehman XS Trust Mortgage Pass-Through Certificates, Series 2007-6 vs. Sifredo Tejada Pena and Nancy Tejada Pena, owner(s) of property situated in Conneaut Township, Erie County, Pennsylvania being 9391 Porkey (aka Porky) Road and 0 Route 6N, Albion, PA 16401

Assessment Map number: 4-11-32-3 and 04-11-32-3-1

Assessed Value figure: \$86,650.00
Improvement thereon: a residential dwelling

Samantha Gable, Esquire
Shapiro & DeNardo, LLC
Attorney for Movant/Applicant
3600 Horizon Drive, Suite 150
King of Prussia, PA 19406
(610) 278-6800

Apr. 27 and May 4, 11

SALE NO. 37

Ex. #13349 of 2017

JPMorgan Chase Bank, National Association, Plaintiff

v.

Jessica G. Vogt and Jeffrey A. Vogt a/k/a Jeffery A. Vogt, Defendant

DESCRIPTION

By virtue of a Writ of Execution filed to No. 2017-13349, JPMorgan Chase Bank, National Association vs. Jessica G. Vogt and Jeffrey A. Vogt a/k/a Jeffery A. Vogt, owner(s) of property situated in City of Erie, Erie County, Pennsylvania being 1127 West 29th Street, Erie, PA 16508

0.1395

Assessment Map number: 19062019031200

Assessed Value figure: \$99,690.00
Improvement thereon: a residential dwelling

Samantha Gable, Esquire
Shapiro & DeNardo, LLC
Attorney for Movant/Applicant
3600 Horizon Drive, Suite 150
King of Prussia, PA 19406
(610) 278-6800

Apr. 27 and May 4, 11

SALE NO. 38

Ex. #13495 of 2017

M&T Bank, Plaintiff

v.

Arby Newell, III, Administrator of the Estate of Arby Newell, Jr., a/k/a Arby Newell, Deceased, Defendant

DESCRIPTION

By virtue of Writ of Execution No. 13495-2017, M&T Bank v. Arby Newell, III, Administrator of the Estate of Arby Newell, Jr., a/k/a Arby Newell, Deceased, 2220 Ash Street, City of Erie, PA 16503, Parcel No. 18050022020200. Improvements thereon consisting of a Residential Dwelling, sold to satisfy judgment in the amount of \$25,668.39.

Jessica N. Manis, Esquire
Stern & Eisenberg, PC
1581 Main Street, Suite 200
The Shops at Valley Square
Warrington, PA 18976
(215) 572-8111

Apr. 27 and May 4, 11

SALE NO. 39

Ex. #11803 of 2017

CIT Bank, N.A., Plaintiff

**v.
Jeffrey Donofrio, Known
Surviving Heir of Howard
V. Donofrio, Diana Stockton,
Known Surviving Heir of
Howard V. Donofrio, Kevin
Donofrio, Known Surviving
Heir of Howard V. Donofrio and
Unknown Surviving Heirs of
Howard V. Donofrio, Defendant**

DESCRIPTION

By virtue of a Writ of Execution filed to No. 2017-11803, CIT Bank, N.A. v. Jeffrey Donofrio, Known Surviving Heir of Howard V. Donofrio, Diana Stockton, Known Surviving Heir of Howard V. Donofrio, Kevin Donofrio, Known Surviving Heir of Howard V. Donofrio and Unknown Surviving Heirs of Howard V. Donofrio, owners of property situated in the Township of Borough of Waterford, Erie County, Pennsylvania being 146 East Fourth Street, Waterford, Pennsylvania 16441.

Tax ID. No. 46006027000600

Address: 146 EAST FOURTH STREET, WATERFORD, PENNSYLVANIA - 16441

Assessment: \$86,330.66

Improvements: Residential Dwelling

McCabe, Weisberg and Conway, P.C. 123 South Broad Street, Suite 1400 Philadelphia, PA 19109 215-790-1010

Apr. 27 and May 4, 11

SALE NO. 40

**Ex. #1231 of 2016
MTGLQ Investors, L.P., Plaintiff**

v.

**James Allen Horvath, Defendant
DESCRIPTION**

By virtue of a Writ of Execution filed to No. 13231-2016, MTGLQ Investors, L.P. v. James Allen Horvath, owners of property situated in the City of Erie, Erie County, Pennsylvania being 828 East 26th Street, Erie, Pennsylvania 16504.

Tax I.D. No. 18050035012900

Assessment: \$80,168.54

Improvements: Residential Dwelling

McCabe, Weisberg and Conway, P.C. 123 South Broad Street, Suite 1400

Philadelphia, PA 19109
215-790-1010
Apr. 27 and May 4, 11

SALE NO. 41

**Ex. #12016 of 2017
PNC BANK, NATIONAL
ASSOCIATION, Plaintiff**

v.

**RICHARD HALL A/K/A
RICHARD J. HALL, Defendant
DESCRIPTION**

By virtue of a Writ of Execution filed to No. 12016-2017, PNC BANK, NATIONAL ASSOCIATION vs. RICHARD HALL A/K/A RICHARD J. HALL, owner(s) of property situated in TOWNSHIP OF MILLCREEK, Erie County, Pennsylvania being 6722 Garfield Avenue, Harborcreek, PA 16421 0.6428 acre

Assessment Map number: 27033127002100

Assessed Value figure: \$76,400.00
Improvement thereon: single family dwelling

Brett A. Solomon, Esquire

Michael C. Mazack, Esquire

Tucker Arensberg, P.C.

1500 One PPG Place

Pittsburgh, PA 15222

(412) 566-1212

Apr. 27 and May 4, 11

SALE NO. 42

**Ex. #12060 of 2017
Rose Land and Finance Corp.,
Plaintiff**

v.

**Christopher P. Shearer and Beth
A. Gardner, Defendants**

DESCRIPTION

By virtue of a Writ of Execution filed to No. 2017-12060, Rose Land and Finance Corp. vs. Christopher P. Shearer and Beth A. Gardner, owners of property situated in the Township of Millcreek, County of Erie and State of Pennsylvania being 2917 Feasler Street, Erie, PA 16506.

Dimensions: Square Footage- 1364 Acreage- 0.2094

Assessment Map Number: 33-073-303.0-002.00

Assess Value figure: \$89,600

Improvement thereon: Single Family Dwelling and Frame Utility

Shed
Lois M. Vitti, Esquire
Attorney for Plaintiff
333 Allegheny Avenue, Suite 303
Oakmont, PA 15139
(412) 281-1725
Apr. 27 and May 4, 11

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

**ALLEN, MARGARET G.,
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania
Executor: Anthony Dufala, c/o Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507
Attorney: Gary H. Nash, Esq., Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507

**ANDERSON, KAY D.,
deceased**

Late of the City of Erie
Executrix: Theresa K. Anderson, 715 E. 31 St., Erie, PA 16504
Attorney: None

**BARNES, GAIL M.,
deceased**

Late of the City of Erie, County of Erie
Administratrix: Mary A. New, 1343 West 23rd Street, Erie, PA 16502
Attorney: Nicholas, Perot, Smith, Koehler & Wall, P.C., Michael J. Koehler, Esquire, 2527 West 26th Street, Erie, PA 16506

**BEALS, RODNEY M.,
deceased**

Late of the Township of Waterford, County of Erie, Commonwealth of Pennsylvania
Executrix: Courtney C. Ansell, 71 Mohawk Drive, Greensburg, PA 15601
Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**BEEBE, JUNE M.,
deceased**

Late of the City of Corry, County of Erie, Commonwealth of Pennsylvania
Executrix: Gertrude Whitney, c/o Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407
Attorney: Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407

**COOK, THOMAS J., JR.,
deceased**

Late of the City of Erie, County of Erie, and Commonwealth of Pennsylvania
Executor: Lynda A. Cook
Attorney: The McDonald Group, L.L.P., Thomas J. Buseck, Esquire, 456 West Sixth Street, Erie, PA 16507-1216

**KEIM, JAMES W., JR.,
deceased**

Late of Millcreek Township, County of Erie, Commonwealth of Pennsylvania
Executor: Michael D. Keim, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508
Attorney: Colleen R. Stumpf, Esquire, Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506-4508

**KLAUS, THOMAS C., a/k/a
THOMAS KLAUS, a/k/a
THOMAS C. KLAUS M.D.,
deceased**

Late of Millcreek Township, Erie County, Pennsylvania
Executrix: Nancy Klaus, c/o Jerome C. Wegley, Esq., Knox McLaughlin Gornall & Sennett, P.C., 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

**KULKA, MARTHA A.,
deceased**

Late of the City of Kane, McKean County, Commonwealth of Pennsylvania
Co-Executors: Patricia M. Maljovec and Joseph J. Maljovec, 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

**McARAW, MARY M.,
deceased**

Late of Summit Township, County of Erie and Commonwealth of Pennsylvania
Executor: Thomas G. McArar, c/o 333 State Street, Suite 203, Erie, PA 16507
Attorney: Damon C. Hopkins, Esquire, 333 State Street, Suite 203, Erie, PA 16507

**MIR, DAVID J., M.D., a/k/a
DAVID J. MIR,
deceased**

Late of Millcreek Township, Erie County, Commonwealth of Pennsylvania
Executor: John Mir, 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

**MOGEL, DENNIS J.,
deceased**

Late of the Township of Millcreek, County of Erie, and Commonwealth of Pennsylvania
Executor: Andrew Botelho, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506
Attorney: Melissa L. Larese, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**MORGAN, CONSTANCE D.,
a/k/a CONNIE D. MORGAN,
deceased**

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

Administratrix: Katelynn Morgan, c/o James E. Marsh, Jr., Esquire, Suite 300, 300 State Street, Erie, PA 16507

Attorney: James E. Marsh, Jr., Esquire, MARSH, SPAEDER, BAUR, SPAEDER & SCHAAF, LLP., Suite 300, 300 State Street, Erie, PA 16507

**ROGALA, DONALD J.,
deceased**

Late of the Township of Millcreek, Erie County

Executrix: Allison R. Rogala, 6205 Fauvette Lane, Holly Springs, NC 27540

Attorney: Charbel G. Latouf, Esquire, 246 West Tenth Street, Erie, PA 16501

**SCUPSKI, FLORENCE, a/k/a
FLORENCE A. SCUPSKI,
deceased**

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

Administratrix: Marie Scupski, c/o Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508

Attorney: Darlene M. Vlahos, Esq., Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508

**URBAN, ROBERT B., a/k/a
ROBERT BARRY URBAN, a/k/a
BARRY URBAN,
deceased**

Late of the Township of Millcreek, Erie County, Pennsylvania

Executor: Richard A. Urban, 8725 Red Brook Drive #202, Las Vegas, Nevada 89128

Attorney: Raymond A. Pagliari, Esq., 510 Cranberry Street, Suite 301, Erie, Pennsylvania 16507

**WEBER, BETTY LOU
LaFONTAINE, a/k/a BETTY LOU
WEBER,
deceased**

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

Executrix: Deidre L. Brown, 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

**ZIMMERLY, JACK W., SR.,
V.M.D.,
deceased**

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

Executrix: Elizabeth Z. Weldon, 143 West Second Street, Waterford, PA 16441

Attorney: Richard T. Ruth, Esq., 1026 West 26th St., Erie, PA 16508

SECOND PUBLICATION

**BRZOWSKI, DOROTHY,
deceased**

Late of the City of Erie, Erie County

Executor: Jan F. Brzowski, 421 West Arlington Road, Erie, Pennsylvania 16509

Attorney: Mary Payton Jarvie, Esquire, CARNEY & GOOD, 254 West Sixth Street, Erie, Pennsylvania 16507

**HAVRILLA, ROBERT G.,
deceased**

Late of Millcreek Township, PA

Executor: David K. McMullin, 2312 Southampton Dr., Pittsburgh, PA 15241

Attorney: Andrew K. McMullin, Esq., 596 McCombs Rd., Venetia, PA 15367

**HELMER, BERNARDINE M.,
deceased**

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

Co-Executors: Mark Helmer and Kathleen Holden, c/o Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508

Attorney: Darlene M. Vlahos, Esq., Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508

**HILL, MARION G., a/k/a
MARION HILL,
deceased**

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

Executrix: Jacqueline A. Hill, c/o Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508

Attorney: Darlene M. Vlahos, Esq., Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508

**KOFORD, EVELYN J., a/k/a
EVELYN KOFORD, a/k/a
EVELYN JO KOFORD,
deceased**

Late of the Borough of Girard, County of Erie, State of Pennsylvania

Executor: John L. Koford, 2401 Waterwheel Drive, Winston-Salem, NC 27103

Attorney: Grant M. Yochim, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

**LONG, JOHN DESMOND, a/k/a
JOHN D. LONG, a/k/a
JOHN LONG,
deceased**

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

Administrator: Alan J. Natalie, Esquire, c/o 504 State Street, Suite 300, Erie, PA 16501

Attorney: Alan Natalie, Esquire, 504 State Street, Suite 300, Erie, PA 16501

McNABB, ROBERT W., SR., a/k/a ROBERT W. McNABB, a/k/a ROBERT McNABB, SR., a/k/a ROBERT McNABB,
deceased

Late of the Township of Girard, County of Erie, State of Pennsylvania
Executrix: Merritt G. Dill, 303 Stuart Way, Erie, PA 16509
Attorney: James R. Steadman, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

OLIGERI, ROBERT J.,
deceased

Late of the City of Erie, Erie County, PA
Executrix: Jean Delinski, 10095 Biley Rd., Waterford, PA 16441
Attorney: Heritage Elder Law & Estate Planning, LLC, Jeffrey D. Banner, Esquire, 318 South Main Street, Butler, PA 16001

PERSONS, SHARON,
deceased

Late of Fairview Township, County of Erie
Executrix: Lora Hughson, c/o Thomas A. Testi, Esq., 3952 Avonia Road, P.O. Box 413, Fairview, PA 16415
Attorney: Thomas A. Testi, Esq., 3952 Avonia Road, P.O. Box 413, Fairview, PA 16415

RAINES, LISA M.,
deceased

Late of Millcreek Township, Erie County, Commonwealth of Pennsylvania
Administrator: Curtis J. Raines, c/o Thomas C. Hoffman, II, Esquire, 120 West Tenth Street, Erie, PA 16501
Attorney: Thomas C. Hoffman, II, Esquire, Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

SHEEHAN, EVELYN E.,
deceased

Late of the City of Erie, County of Erie
Executor: Kathleen DeDad
Attorney: Barbara J. Welton, Esquire, 2530 Village Common Dr., Suite B, Erie, PA 16505

WESTERDAHL, RENEE,
deceased

Late of the City of Erie
Executor: Karen Wojciki
Attorney: Steven E. George, Esquire, George Estate and Family Law, 305 West 6th Street, Erie, PA 16507

YOUNG, MARY CELESTE, a/k/a M. CELESTE YOUNG,
deceased

Late of Harborcreek Township
Executrix: Erin L. Young, 5214 Birwood Drive, Erie, PA 16511
Attorney: Joseph B. Aguglia, Jr., Esquire, 1001 State Street, Suite 303, Erie, PA 16501

THIRD PUBLICATION

CLARK, LUCILLE E., a/k/a LUCILLE HEIDT CLARK,
deceased

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania
Co-Executors: Edward C. Clark and Carol A. Nash, c/o Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507
Attorney: Gary H. Nash, Esq., Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507

FURSTENBERGER, ROBERTAL.,
deceased

Late of Millcreek Township, City of Erie
Administratrix: Jeanne Kidder
Attorney: John F. Mizner, Esquire, 311 West Sixth Street, Erie, PA 16507

HUTZELMAN, DOROTHY M.,
deceased

Late of Fairview Township, Erie County, PA;
Executor: Stephen H. Hutzelman, Esquire, 305 West Sixth Street, Erie, PA 16507
Attorney: Stephen H. Hutzelman, Esquire, 305 West Sixth Street, Erie, PA 16507

JERIN, WILLIAM P., JR., a/k/a WILLIAM JERIN, JR., a/k/a WILLIAM JERIN,
deceased

Late of the City of Erie, County of Erie, State of Pennsylvania
Co-Administrators: Alex Jerin, 319 Eagle Street, Apt 4, Fairport, Ohio 44077 and Ashley Jerin, 5920 Sweet William Terrace, Land O Lakes, FL 34639
Attorney: Grant M. Yochim, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

JOSLIN, PHILLIP J.,
deceased

Late of Springfield Township
Administratrix: Michele L. Fails
Attorney: Andrew J. Sisinni, Esquire, 1314 Griswold Plaza, Erie, PA 16501

McCALL, M. RUTH, a/k/a MAGGIE RUTH McCALL, a/k/a MARGARET RUTH McCALL, a/k/a MARGARET McCALL, a/k/a MARGARET R. McCALL,
deceased

Late of the Borough of Girard, County of Erie, State of Pennsylvania
Executrix: Sara M. Jukes, 217 Mound Street, Corry, PA 16407
Attorney: Grant M. Yochim, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

PRESCOTT, LINDA A., a/k/a LINDA ANN PRESCOTT, a/k/a LINDA D. PRESCOTT,
deceased

Late of the Township of Harborcreek, County of Erie, Commonwealth of Pennsylvania
Executrix: Pamela R. Holzer, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506
Attorney: Colleen R. Stumpf, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**STANKIEWICZ, WILLIAM P.,
deceased**

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

Executor: Timothy F. Stankiewicz,
5315 Ferndale Place, Fairview,
PA 16415

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

**TRUDNOWSKI, CHARLES,
deceased**

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

Executrix: Ashlie Davet, c/o
Quinn, Buseck, Leemhuis,
Toohey & Kroto, Inc., 2222 West
Grandview Blvd., Erie, PA 16506

Attorney: Colleen R. Stumpf,
Esq., Quinn, Buseck, Leemhuis,
Toohey & Kroto, Inc., 2222 West
Grandview Blvd., Erie, PA 16506

**WAWRZYNIAK, JOSEPHINE B.,
a/k/a JOSEPHINE A.
WAWRZYNIAK, a/k/a
JOSEPHINE WAWRZYNIAK,
deceased**

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

Executrix: Andrea M. Kruzelyak,
36 Forest Grove Road, Coraopolis,
PA 15108

Attorney: James R. Steadman,
Esq., 24 Main St. E., P.O. Box 87,
Girard, PA 16417

**ZOMBECK, CHESTER L.,
deceased**

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

Executrix: Joan Gigliotto, c/o
Kevin M. Monahan, Esq., Suite
300, 300 State Street, Erie, PA
16507

Attorney: Kevin M. Monahan,
Esq., MARSH, SPAEDER,
BAUR, SPAEDER & SCHAAF,
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Erie, PA 16507

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 Sr. Vice President of Human Resources.....(f) 724-258-1850
 Monongahela Valley Hospital
 1163 Country Club Road
 Monongahela, PA 15063 *ckovski@monvalleyhospital.com*

BRYAN L. SPRY 814-520-8972
 Elderkin Law Firm (f) 814-454-7411
 150 East Eighth Street
 Erie, PA 16501 *blspry@elderkinlaw.com*



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