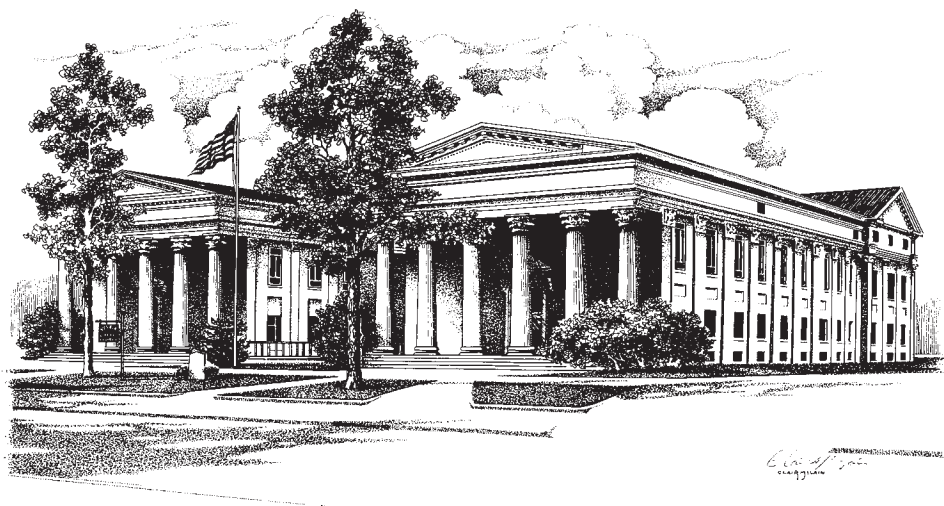


Erie
County
Legal
Journal

June 21, 2019

Vol. 102 No. 25



In the Superior Court of Pennsylvania
Conway v. Conway v. City of Erie Police Relief and Pension Association

Erie County Legal Journal

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

Managing Editor: Megan E. Black

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Erie County Bar Association

Calendar of Events and Seminars

MONDAY, JUNE 24, 2019

Judicial Committee Meeting
Noon
ECBA Headquarters

TUESDAY, JUNE 25, 2019

Family Law Section Meeting
with Attorney Marshall Piccinini
Noon

The Will J. Schaaf & Mary B. Schaaf Education Center

WEDNESDAY, JUNE 26, 2019

ECBA Live Morning Seminar

Sealing Criminal Records Through the Clean Slate Law

The Will J. Schaaf & Mary B. Schaaf Education Center

8:00 a.m. - Registration

8:30 a.m. - 10:30 a.m. - Seminar

\$94 (ECBA members/their non-attorney staff)

\$120 (non-members)

2 hours substantive

WEDNESDAY, JUNE 26, 2019

Senior Lawyers Division Event

Chautauqua Institution Lecture Series

The Death and Life of the Great Lakes

Chautauqua Institution Amphitheater

10:45 a.m.

(9:15 a.m. breakfast at Athanaeum Hotel

on Chautauqua's grounds - cost on your own;

Lunch immediately following lecture

at Jim & Alison Steadman's cottage)

THURSDAY, JUNE 27, 2019

Defense Bar Meeting
4:00 p.m.
ECBA Headquarters

THURSDAY, JUNE 27, 2019

AKT Kid Konnection Event
5:30 p.m. - 7:00 p.m.
Get Air

FRIDAY, JUNE 28, 2019

ECBA Board of Directors Meeting

8:30 a.m.

ECBA Headquarters

FRIDAY, JUNE 28, 2019

Swearing-In Ceremony of Marshall J. Piccinini
as Judge of the Erie County Court of Common Pleas
Sixth Judicial District of Pennsylvania

Erie County Court House
Courtroom H

140 West Sixth Street

12:15 p.m.

THURSDAY, JULY 4, 2019

Fourth of July Holiday

ECBA Office Closed

Erie County and Federal Courthouses Closed

FRIDAY, JULY 5, 2019

ECBA Office Closed



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To view PBI seminars visit the events calendar
on the ECBA website
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MICHAEL CONWAY, Plaintiff

v.

JULIE CONWAY, Defendant

v.

**CITY OF ERIE POLICE RELIEF AND PENSION ASSOCIATION,
Additional Defendant**

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA
CIVIL DIVISION - DIVORCE
No. 13394-2009

MEMORANDUM OPINION

June 6, 2018

Julie Conway (Appellant herein), appeals from this Court’s Order filed May 8, 2018, wherein the Court denied Appellant’s Motion for Entry of Qualified Domestic Relations Order.

On May 18, 2018, Appellant filed her Notice of Appeal and on May 31, 2018, filed her 1925(b) Statement. Appellant claims the Court erred in denying her Motion for Entry of Qualified Domestic Order as the proposed QDRO reflects the rights provided to Appellant in the City of Erie Police Pension Ordinance at the time the Marital Settlement Agreement (“Agreement”) was executed and the Divorce Decree incorporating the Agreement was entered. Appellant also claims the Court’s denial of her Motion constitutes an unlawful retroactive application of an ordinance not in effect at the time the Agreement and Divorce Decree were entered.

The issues raised by Appellant were specifically addressed in this Court’s May 8, 2018, Order incorporated herein by reference. The Court properly considered all credible testimony presented at the hearing held on January 18, 2018, and April 3, 2018, as well as the Briefs submitted by Defendant and Additional Defendant. It is undisputed that Appellant’s proposed QDRO was forwarded to the Police Pension Association *subsequent* to the amendment which eliminated the prior provision that treated a former spouse of a participant as a spouse or surviving spouse. The pension provision relied upon by Defendant no longer existed at the time the City of Erie Police Relief and Pension Association received the proposed QDRO. Thus, as the amended section took effect *prior* to the Association’s receipt of the proposed QDRO, Appellant’s QDRO was not enforceable. The Association cannot be responsible for implementing an agreement that it receives after a change to a relevant pension provision has taken effect. No further Opinion is necessary.

ORDER OF THE COURT

And now, this 8th day of May 2018, following a hearing held on January 18, 2018, and April 3, 2018, pursuant to Julie Conway’s (Defendant) Motion for Entry of Qualified Domestic Relations Order and upon consideration of the Defendant’s and Additional Defendant’s Briefs in Support, it is hereby ORDERED, ADJUDGED, AND DECREED, that Defendant’s Motion is DENIED.

It is undisputed that Defendant’s counsel forwarded the parties’ QDRO to the Police

Pension Association subsequent to the amendment to Section 147.11(f)(2) of the City of Erie Codified Ordinance, which eliminated the prior provision that treated a former spouse of a participant as a spouse of surviving spouse. As the amended section took effect prior to the Association's receipt of the QDRO, the Defendant's QDRO is not enforceable as written and Defendant's Motion must be denied.

BY THE COURT

/s/ John J. Mead, Judge

MICHAEL CONWAY, Appellee

v.

JULIE CONWAY, Appellant

v.

CITY OF ERIE POLICE RELIEF AND PENSION ASSOCIATION, Appellee

IN THE SUPERIOR COURT OF PENNSYLVANIA

No. 724 WDA 2018

Appeal from the Order May 8, 2018
In the Court of Common Pleas of Erie County
Domestic Relations at No(s): 13394-2009

BEFORE: GANTMAN, P.J.E., SHOGAN, J., and MURRAY, J.

OPINION BY GANTMAN, P.J.E.:

FILED APRIL 30, 2019

Appellant, Julie Conway (“Wife”), appeals from the order entered in the Erie County Court of Common Pleas, which denied her motion for entry of a Qualified Domestic Relations Order (“QDRO”) reflecting the terms of her Marital Settlement Agreement (“MSA”) with Appellee Michael Conway (“Husband”). We reverse and remand with instructions.

The relevant facts and procedural history of this case are as follows. Husband and Wife married on July 12, 1991 and separated in August 2007. During their marriage, Husband was employed as a police officer for the City of Erie. On July 28, 2009, Husband filed a complaint for divorce and equitable distribution. After lengthy negotiations, the parties executed their MSA on August 19, 2016. The MSA stated, in relevant part:

RETIREMENT ASSETS AND PENSION PLAN

14. The parties agree to an equitable distribution of the following assets as described:

Retirement Assets

a. HUSBAND is a participant in the City of Erie Deferred Compensation Plan administered by VALIC. The parties have agreed that HUSBAND will transfer to WIFE, by Qualified Domestic Relations Order, the sum of Thirty Thousand Dollars (\$30,000.00) into a qualified account which WIFE will designate. The draft Order will be prepared by attorney for HUSBAND and approved by attorney for WIFE.

b. HUSBAND, as a City of Erie police officer, is also a participant in the Police Relief and Pension Association Pension Plan. HUSBAND agrees that he will enter into a Qualified Domestic Relations Order memorializing WIFE’s entitlement to receive a share of his pension defined by the coverture fraction upon his retirement consistent with the terms recited in the Plan. The Qualified Domestic Relations Order will be prepared by attorney for WIFE and approved by attorney for HUSBAND. The parties

have agreed that it will include terms addressing a joint and survivor annuity, and the apportionment of benefits between the parties in the event of HUSBAND's death or disability in connection with his services as a police officer.

(MSA, dated 8/19/16, at 7-8; R.R. at A-10, A-11).

Significantly, at the time the parties executed their MSA, Husband's pension plan ("Plan") contained a provision, stating: "[T]o the extent provided under a 'qualified domestic relations order,' a former spouse of a Participant shall be treated as the spouse or surviving spouse for all purposes under the Plan." (Official City Ordinance No. 04-2011, Section 147.11(f)(2), at 36; R.R. at A-54). On August 22, 2016, the court entered a divorce decree incorporating the parties' MSA. Effective August 23, 2016, four days **after** Husband and Wife entered the MSA and one day **after** entry of their divorce decree, the City amended the relevant provision of the Plan to read: "[A] former spouse of a Participant shall not be treated as the spouse or surviving spouse for any purposes under the Plan." (Official City Ordinance No. 23-2016, amendment to Section 147.11(f)(2), at 2; R.R. at A-59).

On August 29, 2016, Wife submitted a proposed QDRO to the Plan administrator reflecting the terms of the parties' MSA. Representatives of the Plan subsequently denied Wife's proposed QDRO, due to the amended City ordinance. After numerous exchanges, Wife's counsel and representatives of the Plan could not agree on language of the QDRO.¹ Consequently, on December 1, 2017, Wife filed a motion for entry of a QDRO reflecting the terms of her MSA with Husband.

The court held a hearing on Wife's motion on April 3, 2018. Following the submission of post-hearing briefs, the court denied Wife's motion on May 8, 2018, stating:

It is undisputed that [Wife's] counsel forwarded the parties' QDRO to the Police Pension Association subsequent to the amendment to Section 147.11(f)(2) of the City of Erie Codified Ordinance, which eliminated the prior provision that treated a former spouse of a participant as a spouse or surviving spouse. As the amended section took effect prior to the Association's receipt of the QDRO, [Wife's] QDRO is not enforceable as written and [Wife's] Motion must be denied.

(Order, filed May 8, 2018). In essence, the court decided the operative date for any QDRO was the date the Association received the proposed QDRO.

Wife timely filed a notice of appeal on May 18, 2018.² That day, the court ordered Wife to file a concise statement of errors complained of on appeal pursuant to Pa.R.A.P. 1925(b),

¹ Wife filed a motion on September 11, 2017, to join Appellee, the City of Erie Police Relief and Pension Association ("Association"), as an additional defendant in this matter. The court granted Wife's motion that day.

² No party formally objects to this Court's jurisdiction over the appeal, but the Association "questions" whether the appeal should be in the Commonwealth Court because the Association is a state agency and the case involves a city ordinance. *See* 42 Pa.C.S.A. § 762 (discussing appeals within Commonwealth's exclusive jurisdiction). Wife's issue on appeal asks us to decide the operative date for the QDRO. This case does not involve the Association's rights or interpretation of the ordinance. The Association is merely a tangential defendant in these proceedings more in the nature of an interpleader. Thus, we will retain jurisdiction over the appeal and decline to transfer it to the Commonwealth Court. *See Gordon v. Philadelphia County Democratic Executive Committee*, 80 A.3d 464 (Pa.Super. 2013) (holding Superior Court had jurisdiction over appeal involving political party executive committee election rule, where issue on appeal did not require Superior Court to apply, interpret, or enforce Election Code; moreover, appellees did not object to Superior Court's jurisdiction and retaining jurisdiction served judicial economy).

which Wife timely filed on May 31, 2018.³

Wife raises one issue for our review:

DID THE TRIAL COURT ERR BY FAILING TO ENTER THE QUALIFIED DOMESTIC RELATIONS ORDER SUBMITTED BY [WIFE] TO SECURE HER POST-DIVORCE RIGHTS TO [HUSBAND'S] ERIE POLICE PENSION IN THAT THE MARITAL SETTLEMENT AGREEMENT AND DIVORCE DECREE WERE BOTH IN EFFECT PRIOR TO THE AMENDMENT OF THE CITY POLICE PENSION ORDINANCE ELIMINATING CERTAIN RIGHTS OF FORMER SPOUSES?

(Wife's Brief at 4).

Our standard and scope of review in this case are as follows:

We review a trial court's decision to grant [or deny] special relief in divorce actions under an abuse of discretion standard as follows:

Judicial discretion requires action in conformity with law on facts and circumstances before the trial court after hearing and consideration. Consequently, the court abuses its discretion if, in resolving the issue for decision, it misapplies the law or exercises its discretion in a manner lacking reason. Similarly, the trial court abuses its discretion if it does not follow legal procedure.

An abuse of discretion exists when the trial court has rendered a decision or a judgment which is manifestly unreasonable, arbitrary, or capricious, has failed to apply the law, or was motivated by partiality, prejudice, bias or ill will.

However, our deference is not uncritical. An order may represent an abuse of discretion if it misapplies the law. It is therefore our responsibility to be sure that in entering its order the...court correctly applied the law. An order may also represent an abuse of discretion if it reaches a manifestly unreasonable result. This will be the case if the order is not supported by competent evidence. It is therefore also our responsibility to examine the evidence received by the...court to be sure that the...court's findings are supported by the evidence. Although we will accept and indeed regard ourselves as bound by the...court's appraisal of a witness' credibility, we are not obliged to accept a finding that is not supported by the evidence.

² continued See also 42 Pa.C.S.A. § 704(a) (stating: "(a) General rule.—The failure of an appellee to file an objection to the jurisdiction of an appellate court within such time as may be specified by general rule, shall, unless the appellate court otherwise orders, operate to perfect the appellate jurisdiction of such appellate court, notwithstanding any provision of this title, or of any general rule adopted pursuant to section 503 (relating to reassignment of matters), vesting jurisdiction of such appeal in another appellate court").

³ On August 11, 2018, Husband died while on duty. Husband's estate has not filed a brief in this matter.

When reviewing questions of law, our scope of review is plenary.

Prol v. Prol, 935 A.2d 547, 551-52 (Pa. Super. 2007) (internal citations and quotation marks omitted).

Wife argues the parties' MSA and divorce decree secured her rights to share in Husband's pension benefits. Wife asserts the parties intended for Wife to receive the benefits of a spouse or surviving spouse, as set forth in the Plan, when Husband and Wife entered into the MSA. Wife contends the controlling date in this matter is the date the parties entered into the MSA, which occurred **prior** to the effective date of the amendment to the City ordinance. Wife emphasizes the MSA settled her marital rights to share in Husband's benefits; the QDRO is the vehicle to recognize and to implement those rights through a method of payment. Wife contends the Association's denial of her proposed QDRO constitutes an unlawful *ex post facto* application of the amended ordinance. Wife insists entry of the MSA as incorporated in the divorce decree serves as an enforceable court order, so the Association has no authority to invoke the later amended ordinance as a defense for denial. Wife claims the parties had no obligation to consult with or receive approval from the Association as a prerequisite to her rights under the city ordinance. Wife submits she is simply asking the Association to honor the ordinance in effect when the parties entered into the MSA. Wife concludes the court improperly denied her motion for special relief, in the form of a QDRO reflecting and enforcing the terms of the parties' MSA that predated the amendment to the ordinance, and this Court must reverse. We agree.

To begin:

In Pennsylvania, we enforce property settlement agreements between husband and wife in accordance with the same rules applying to contract interpretation. A court may construe or interpret a [marital settlement agreement] as it would a contract, but it has neither the power nor the authority to modify or vary the [agreement] unless there has been fraud, accident or mistake.

It is well-established that the paramount goal of contract interpretation is to ascertain and give effect to the parties' intent. When the trier of fact has determined the intent of the parties to a contract, an appellate court will defer to that determination if it is supported by the evidence.

Further, where...the words of a contract are clear and unambiguous, the intent of the parties is to be ascertained from the express language of the agreement itself.

Bianchi v. Bianchi, 859 A.2d 511, 515 (Pa. Super. 2004) (internal citations and quotation marks omitted).

A QDRO is an order "which creates **or recognizes** the rights of an alternate payee to receive all or a portion of the benefits payable to a participant under [a pension] plan. To be 'qualified,' the order must contain certain required information and may not alter the amount

or form of plan benefits.” *Smith v. Smith*, 595 Pa. 80, 85 n.3, 938 A.2d 246, 248 n.3 (2007) (emphasis added). In cases where parties have entered a marital settlement agreement, a QDRO merely implements substantive rights already created by the settlement agreement. *Grieve v. Mankey*, 679 A.2d 814 (Pa. Super. 1996), appeal denied, 546 Pa. 681, 686 A.2d 1311 (1996) (holding order directing QDRO did not affect either party’s substantive rights but was simply procedural mechanism to effectuate pension entitlement as agreed to by parties).

Additionally, “[a]n avowed objective of the Divorce Code is to effectuate economic justice between the parties who are divorced and insure a fair and just determination and settlement of their property rights.” *Prol, supra* at 553 (reversing trial court’s decision that wife forfeited her marital share of husband’s pension for failure to submit QDRO to husband’s counsel in timely manner; drastic and severe measure of ordering forfeiture of wife’s marital share of pension after 29 years of marriage is too harsh and does not serve equity; remanding for reinstatement of wife’s interest in husband’s pension pursuant to terms of equitable distribution of marital assets included in final divorce decree). *See also* 23 Pa.C.S.A. § 3102(a)(6) (providing that it is the policy of this Commonwealth to effectuate economic justice between divorced parties).

Instantly, the parties executed their MSA on August 19, 2016. The record makes clear the parties intended for Wife to receive pension benefits as a spouse or surviving spouse under the Plan. The former version of the ordinance, in effect when the parties executed the MSA, permitted this distribution. Moreover, nothing about the MSA was ambiguous concerning the parties’ intent in this regard. *See Bianchi, supra*. Three days later, on August 22, 2016, the court entered a divorce decree incorporating the parties’ MSA, also while the prior ordinance was still in effect. The amended ordinance took effect the next day, on August 23, 2016. Wife submitted her proposed QDRO to the Plan administrator on August 29, 2016. The Plan rejected the proposed QDRO, based on the amended ordinance, and denied her any benefits.

Notwithstanding the clear terms of the parties’ MSA and the divorce decree, as well as the Plan distribution under the ordinance in effect at the time of the MSA, the trial court inexplicably decided the date the Association **received** Wife’s proposed QDRO controlled this matter. Yet, neither the trial court nor the Association cite any law to support this position. Therefore, use of the date the Association received Wife’s QDRO is completely arbitrary and defeats Wife’s rights under the MSA, which existed **prior** to the amendment to the ordinance. Wife’s proposed QDRO serves only to recognize and implement her settled rights, secured under the MSA, which became an enforceable court order upon entry of the divorce decree; the QDRO did not create new substantive rights.⁴ *See Grieve, supra*. Thus, we hold the controlling date in this matter is the date the parties entered the MSA, which pre-dated the amendment to the ordinance. To hold otherwise would deny Wife the benefit she bargained for and work an unfair and severe injustice concerning the parties’ settlement of their existing rights. *See Prol, supra*. Further, the trial court’s order denying Wife her agreed-upon marital share of Husband’s pension after 25 years of marriage is contrary to

⁴ The Association’s reliance on *Maloney v. Maloney*, 754 A.2d 36 (Pa. Cmwlth. 2000), *appeal denied*, 565 Pa. 678, 775 A.2d 810 (2001), is misplaced. In that case, the Commonwealth Court reversed a trial court’s order directing the Borough of Yeadon to pay survivor benefits to an ex-spouse when survivor benefits were not provided for in the relevant ordinance and **not previously contracted for** by the parties. *Maloney* is inapposite.

the goal of achieving economic justice, particularly where Husband is now deceased and the parties cannot renegotiate the MSA. *See* 23 Pa.C.S.A. § 3102(a)(6); *Prol, supra*. Under these circumstances, the record does not support the trial court's decision to deny Wife's requested relief. *See id.* Accordingly, we reverse and remand for entry of a QDRO reflecting the terms of the parties' MSA.

Order reversed; case remanded with instructions. Jurisdiction is relinquished.

Judgment Entered

/s/ Joseph D. Seletyn, Esq.

Prothonotary

Date: 4/30/2019



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CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania 11523-19 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Nicole Anderson to Nicole Sytko.

The Court has fixed the 18th day of July, 2019 at 2:15 p.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.

June 21

FICTITIOUS NAME NOTICE

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

FICTITIOUS NAME NOTICE

Notice is hereby given that a Registration of Fictitious Name was filed in the Commonwealth of Pennsylvania on April 15, 2019 for BGE HOME with a principal place of business located at 1310 Point Street, 8th Floor, Baltimore, MD 21231. The entity interested in this business is BGE Home Products & Services, LLC which has a PA registered office provider in care of Corporate Creations Network Inc. in Erie County. This is filed in compliance with 54 Pa.C.S. 311.

June 21

FICTITIOUS NAME NOTICE

1. The fictitious name is: Pet-A-Goat
2. The address, including number and street, of the principal place of business: 7943 Buffalo Road, Harborcreek, PA 16421
3. The name and address, including number and street, of each individual interested in the business is: Sami Ayoub, 7943 Buffalo Road,

Harborcreek, PA 16421

4. An application for registration of the above fictitious name was filed with the Pennsylvania Department of State under the Fictitious Name Act on May 13, 2019.

June 21

LEGAL NOTICE

ATTENTION: ANTHONY COVATTO

INVOLUNTARY TERMINATION OF PARENTAL RIGHTS IN THE MATTER OF THE ADOPTION OF MINOR FEMALE CHILD A.D.C. DOB: 12/09/2017

BORN TO: STEPHANIE LYNNE FYKE

26 IN ADOPTION, 2019

If you could be the parent of the above-mentioned child, at the instance of Erie County Office of Children and Youth you, laying aside all business and excuses whatsoever, are hereby cited to be and appear before the Orphan's Court of Erie County, Pennsylvania, at the Erie County Court House, Senior Judge Shad Connelly, Courtroom B-208, City of Erie on July 11, 2019 at 1:30 p.m. and there show cause, if any you have, why your parental rights to the above child should not be terminated, in accordance with a Petition and Order of Court filed by the Erie County Office of Children and Youth. A copy of these documents can be obtained by contacting the Erie County Office of Children and Youth at (814) 451- 7740.

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

You have a right to be represented at the Hearing by a lawyer. You should take this paper to your lawyer at once. If you do not have a lawyer, or cannot afford one, go to or telephone

the office set forth below to find out where you can get legal help.

Family/Orphan's Court Administrator Room 204 - 205

Erie County Court House

Erie, Pennsylvania 16501

(814) 451-6251

NOTICE REQUIRED BY ACT 101

OF 2010: 23 Pa. C.S §§2731-2742.

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

June 21

LEGAL NOTICE

ATTENTION: STEPHANIE LYNNE FYKE

INVOLUNTARY TERMINATION OF PARENTAL RIGHTS IN THE MATTER OF THE ADOPTION OF MINOR FEMALE CHILD A.D.C. DOB: 12/09/2017

MINOR FEMALE CHILD R.R.F. DOB: 04/05/2011

26 & 26A IN ADOPTION, 2019

If you could be the parent of the above-mentioned child, at the instance of Erie County Office of Children and Youth you, laying aside all business and excuses whatsoever, are hereby cited to be and appear before the Orphan's Court of Erie County, Pennsylvania, at the Erie County Court House, Senior Judge Shad Connelly, Courtroom B-208, City of Erie on July 11, 2019 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

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

Family/Orphan's Court Administrator Room 204 - 205

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

NOTICE REQUIRED BY ACT 101 OF 2010: 23 Pa. C.S §§2731-2742. This is to inform you of an important option that may be available to you under Pennsylvania law. Act 101 of 2010 allows for an enforceable voluntary agreement for continuing contact or communication following an adoption between an adoptive parent, a child, a birth parent and/or a birth relative of the child, if all parties agree and the voluntary agreement is approved by the court. The agreement must be signed and approved by the court to be legally binding. If you are interested in learning more about this option for a voluntary agreement, contact the Office of Children and Youth at (814) 451-7726, or contact your adoption attorney, if you have one.

June 21

**LEGAL NOTICE
IN THE COURT OF
COMMON PLEAS
ERIE COUNTY
CIVIL ACTION - LAW
ACTION OF MORTGAGE
FORECLOSURE**

Term No. 10868-19
**NOTICE OF ACTION IN
MORTGAGE FORECLOSURE
BAYVIEW LOAN SERVICING,
LLC, Plaintiff
vs.
The Unknown Heirs of Barbara J.
Jordan, Deceased, Mortgagor and
Real Owner, Defendant**

To: The Unknown Heirs of Barbara J. Jordan, Deceased, mortgagors and real owners, defendant whose last known address is 1701 Plum Street 1st Floor, Erie, PA 16502.

This firm is a debt collector and we are attempting to collect a debt owed to our client. Any information obtained from you will be used for the purpose of collecting the debt.

You are hereby notified that Plaintiff BAYVIEW LOAN SERVICING, LLC, has filed a Mortgage Foreclosure Complaint endorsed with a notice to defend against you in the Court of Common Pleas of Erie County, Pennsylvania, docketed to No. 10868-19 wherein Plaintiff seeks to foreclose on the mortgage secured on your property located, 1701 Plum Street 1st Floor Erie, PA 16502 whereupon your property will be sold by the Sheriff of Erie.

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. 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 any money claim in the Complaint or for any other claim or 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 or cannot afford one, go to or telephone the office set forth below. This 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 or no fee.

**LAWYER REFERRAL AND
INFORMATION SERVICE**

P.O. Box 1972
Erie, PA 16507
814-459-4411

Michael T. McKeever
Attorney for Plaintiff
KML Law Group, P.C.
Suite 5000, BNY Independence
Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322

June 21

**LEGAL NOTICE
COURT OF COMMON PLEAS
ERIE COUNTY
No.: 2019-10533**

Bayview Loan Servicing, LLC,
a Delaware Limited Liability
Company, Plaintiff
vs.

Eric R. Martin, known heir of
Richard L. Martin, Deceased, Jason
A. Martin, known heir of Richard
L. Martin, Deceased, Unknown
heirs, successors, assigns and all
persons, firms, or associations
claiming right, title or interest
from or under Richard L. Martin,
Deceased, Defendants

TO: Unknown heirs, successors,
assigns and all persons, firms, or
associations claiming right, title or
interest from or under Richard L.
Martin, Deceased

TYPE OF ACTION: CIVIL
ACTION/COMPLAINT IN
MORTGAGE FORECLOSURE
PREMISES SUBJECT TO
FORECLOSURE: 502 West Church
Street, Corry, PA 16407

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing to 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 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 NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS 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 OR NO FEE.

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

MILSTEAD & ASSOCIATES, LLC
By: Bernadette Irace, Esquire
Attorney ID # 313008
1 E. Stow Rd.
Marlton, NJ 08053
Attorney for Plaintiff
(856) 482-1400
File No. 228229

June 21

LEGAL NOTICE

IN THE COURT OF COMMON PLEAS

Erie COUNTY

CIVIL ACTION - LAW ACTION OF MORTGAGE FORECLOSURE

Term No. 12276-18

NOTICE OF ACTION IN MORTGAGE FORECLOSURE BAYVIEW LOAN SERVICING, LLC, Plaintiff

vs.

The Unknown Heirs of Julius C. Moffett Deceased, LINDA MOFFETT Solely in Her Capacity as Heir of Julius C. Moffett Deceased, SHIRLEEN MOFFETT Solely in Her Capacity as Heir of Julius C. Moffett Deceased, DEWITT C. MOFFETT Solely in His Capacity as Heir of Julius C. Moffett Deceased & LANE MOFFETT A/K/A DELANO J. MOFFETT Solely in His Capacity as Heir of Julius C. Moffett Deceased Mortgagor and Real

Owner, Defendant

The Unknown Heirs of Julius C. Moffett Deceased MORTGAGOR AND REAL OWNER, DEFENDANT whose last known address is 2210 Parade Street Erie, PA 16503.

THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.

You are hereby notified that Plaintiff BAYVIEW LOAN SERVICING, LLC, has filed a Mortgage Foreclosure Complaint endorsed with a notice to defend against you in the Court of Common Pleas of Erie County, Pennsylvania, docketed to No. 12276-18 wherein Plaintiff seeks to foreclose on the mortgage secured on your property located, 2210 Parade Street Erie, PA 16503 whereupon your property will be sold by the Sheriff of Erie.

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. 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 any money claim in the Complaint or for any other claim or 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS 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 OR NO FEE.

LAWYER REFERRAL AND INFORMATION SERVICE

P.O. Box 1792
Erie, PA 16507
814-459-4411

Michael T. McKeever
Attorney for Plaintiff
KML Law Group, P.C.
Suite 5000, BNY Independence Center
701 Market Street
Philadelphia, PA 19106-1332
215-627-1322

June 21

LEGAL NOTICE

Specialized Loan Servicing LLC, PLAINTIFF

VS.

Unknown Heirs Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or Under Jeremy J.J. Weinberg, deceased and Heidi N. Weinberg, Known Heir of Jeremy J.J. Weinberg, deceased and K.R.W., Minor, Known Heir of Jeremy J.J. Weinberg, deceased and A.S.W., Minor, Known Heir of Jeremy J.J. Weinberg, deceased, DEFENDANTS

COURT OF COMMON PLEAS CIVIL DIVISION ERIE COUNTY

NO: 2018-11691

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Unknown Heirs Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or Under Jeremy J.J. Weinberg, deceased
2943 Poplar Street
Erie, PA 16508
Your house (real estate) at: 2943 Poplar Street, Erie, PA 16508 19060044033900 is scheduled to be sold at Sheriff's Sale on August 16, 2019 at: Erie County Sheriff's Office 140 West Sixth Street Erie, PA 16501 at 10:00AM to enforce the court

judgment of \$104,037.04 obtained by Specialized Loan Servicing LLC against you.

NOTICE OF OWNER'S RIGHTS YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be cancelled if you pay back to Specialized Loan Servicing LLC the amount of the judgment plus costs or the back payments, late charges, costs, and reasonable attorneys fees due. To find out how much you must pay, you may call: (610) 278-6800.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may be able to stop the sale through other legal proceedings.
4. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice on page two of how to obtain an attorney.) **YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**
5. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling (610) 278-6800.
6. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
7. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened you may call 814-451-7012.
8. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
9. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
10. You may be entitled to a share of

the money, which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff no later than thirty days after the Sheriff Sale. This schedule will state who will be receiving the money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the date of filing of said schedule.

11. You may also have other rights and defenses or ways of getting your house back, if you act immediately after the sale. **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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Erie County
Lawyer Referral Service
Lawyer Referral &
Information Service
P.O. Box 1792
Erie, PA 16507
814-459-4411

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

ALL THAT CERTAIN piece or parcel of land situate in the City of Erie, County of Erie, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the East line of Poplar Street (formerly Laurel Street), 408 feet South of the South line of Twenty-Ninth Street; thence, Southwardly along the East line of Poplar Street, 38 feet; thence, Eastwardly parallel with Twenty-Ninth Street, 125.67 feet to an alley; thence, Northwardly parallel with Poplar Street, 38 feet; thence, Westwardly, parallel with Twenty-Ninth Street, 125.67 feet to the East

line of Poplar Street, the place of BEGINNING.
BEING Parcel ID 19060044033900 BEING known for informational purposes as 2943 Poplar Street, Erie, PA 16508
BEING THE SAME PREMISES which was conveyed to Jeremy J. H. Weinberg, married, by Deed of George E. Hoffman, an unremarried widower, dated 09.26.2001 and recorded 09.27.2001 as Instrument 2001-036317 Book 812 Page 1544 in the Erie County Recorder of Deeds Office.
SHAPIRO & DeNARDO, LLC
BY: CHRISTOPHER A. DeNARDO, PA I.D. NO. 78447
KRISTEN D. LITTLE, PA I.D. NO. 79992
KEVIN S. FRANKEL, PA I.D. NO. 318323
MICHELLE L. McGOWAN, PA I.D. NO. 62414
LESLIE J. RASE, PA I.D. NO. 58365
ALISON H. TULIO, PA I.D. NO. 87075
KATHERINE M. WOLF, PA I.D. NO. 314307
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S&D FILE NO. 17-057084

June 21

**AUDIT LIST
NOTICE BY
KENNETH J. GAMBLE**

Clerk of Records

**Register of Wills and Ex-Officio Clerk of
the Orphans' Court Division, of the**

Court of Common Pleas of Erie County, Pennsylvania

The following Executors, Administrators, Guardians and Trustees have filed their Accounts in the Office of the Clerk of Records, Register of Wills and Orphans' Court Division and the same will be presented to the Orphans' Court of Erie County at the Court House, City of Erie, on **Wednesday, June 5, 2019** and confirmed Nisi.

July 17, 2019 is the last day on which Objections may be filed to any of these accounts.

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

<u>2019</u>	<u>ESTATE</u>	<u>ACCOUNTANT</u>	<u>ATTORNEY</u>
177.	Elizabeth C. Witherow	Donna Delp, Trustee.....	Steven E. George, Esq.
178.	Dennis J. Mogel..... a/k/a Dennis Mogel	Andrew Botelho, Executor.....	Melissa L. Larese, Esq.
179.	Frank Leroy Greiner..... a/k/a Frank L. Greiner	Eunice A. Dovey,..... Dana L. Greiner, Co-Executors	Colleen R. Stumpf, Esq.

KENNETH J. GAMBLE
Clerk of Records
Register of Wills &
Orphans' Court Division

June 14, 21

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**BECKER, LOUISE M., a/k/a LOUISE MARY BECKER, deceased**

Late of City of Erie, Erie County, Pennsylvania

Executor: Russell W. Becker, 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

CAMPBELL, JAMES KARL, a/k/a KARL CAMPBELL, a/k/a J. KARL CAMPBELL, deceased

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

Executrix: Beverly A. Campbell, c/o John J. Shimek, III, Esquire, Sterrett Mott Breski & Shimek, 345 West 6th Street, Erie, PA 16507

Attorney: John J. Shimek, III, Esquire, Sterrett Mott Breski & Shimek, 345 West 6th Street, Erie, PA 16507

COBURN, THOMAS A., JR., a/k/a THOMAS ANDREW COBURN, JR., a/k/a THOMAS COBURN, JR., deceased

Late of the Borough of McKean, County of Erie and Commonwealth of Pennsylvania

Executor: Thomas A. Coburn, III, 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

FONDA, JEANNE E., a/k/a JEANNE FONDA, deceased

Late of Township of Lawrence Park, County of Erie and Commonwealth of Pennsylvania

Executor: Dennis F. Sterrett, c/o Eugene C. Sundberg, Jr., Esq., Suite 300, 300 State Street, Erie, PA 16507

Attorney: Eugene C. Sundberg, Jr., Esq., MARSH, SPAEDER, BAUR, SPAEDER & SCHAAF, LLP., Suite 300, 300 State Street, Erie, PA 16507

SMITH, RICHARD V., a/k/a RICHARD VALENTINE SMITH, deceased

Late of Summit Township, Erie County

Administrator: Gary R. Smith
Attorney: John F. Mizner, Esquire, 311 West Sixth Street, Erie, PA 16507

TELLERS, MARY D., deceased

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

Executor: Gregory J. Tellers, 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

WESMILLER, ROBERT C., deceased

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

Co-Executors: John E. Wesmiller and Elaine Berndt, 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

SECOND PUBLICATION**BAKER, CHARLES E., a/k/a CHARLES EDWARD BAKER, deceased**

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

Administratrix: Kimberly S. Hennessy, 8845 Ennis Dr., Erie, PA 16509

Attorney: None

BARKO, AGNES A., deceased

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

Executor: Michael N. Barko, c/o 300 State Street, Suite 300, Erie, PA 16507

Attorney: Thomas V. Myers, Esquire, Marsh Schaaf Law Firm, 300 State Street, Suite 300, Erie, PA 16507

BOWLER, MICAELA, deceased

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

Executrix: Renee Weiss, 2250 Clairmont Drive, Pittsburgh, PA 15241

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

CAMPBELL, CLAUDIA L., a/k/a CLAUDIA LOU CAMPBELL, deceased

Late of Mill Village Borough, Erie County, Pennsylvania
Executrix: Gwendolyn B. Campbell, c/o Jerome C. Wegley, Esq., 120 West Tenth Street, Erie, PA 16501
Attorney: Jerome C. Wegley, Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

CRILLEY, RAYMOND E., SR., deceased

Late of Springfield Township
Executor: Paul M. Crilley, c/o 246 West 10th Street, Erie, PA 16501
Attorney: Evan E. Adair, Esq., 246 West 10th Street, Erie, PA 16501

DAUER, DENNIS D., deceased

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Administrator: Denise R. Housel, c/o Thomas J. Buseck, Esq., MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459
Attorney: Thomas J. Buseck, Esq., MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

McINTOSH, NADINE A., a/k/a NADINE McINTOSH, deceased

Late of the Borough of Girard, County of Erie, Commonwealth of Pennsylvania
Executor: David E. Bell, 5640 Bondy Drive, Erie, Pennsylvania 16509
Attorney: Grant M. Yochim, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

MOORE, WILMA E., a/k/a WILMA MOORE, deceased

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Executor: Robert A. Moore, c/o John J. Shimek, III, Esquire, Sterrett Mott Breski & Shimek, 345 West 6th Street, Erie, PA 16507
Attorney: John J. Shimek, III, Esquire, Sterrett Mott Breski & Shimek, 345 West 6th Street, Erie, PA 16507

OHMAN, CHARLOTTE J., deceased

Late of City of Erie
Executors: Sandra J. Flewelling and Denise D. Marquis, c/o 246 West 10th Street, Erie, PA 16501
Attorney: Evan E. Adair, Esq., 246 West 10th Street, Erie, PA 16501

ROSS, SALLY A., deceased

Late of Fairview, County of Erie and Commonwealth of Pennsylvania
Executor: Michelle A. Tarr, c/o Kevin M. Monahan, Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorney: Kevin M. Monahan, Esq., MARSH, SPAEDER, BAUR, SPAEDER & SCHAAF, LLP, Suite 300, 300 State Street, Erie, PA 16507

RUSSELL, NANCY JANE CORLE, a/k/a JANE C. RUSSELL, deceased

Late of Millcreek Township, Erie County, PA
Executor: Michael R. Russell, 1790 Follett Run Road, Warren, PA 16365
Attorney: Bruce T. Rosen, 112 Center Street, PO Box B, Oil City, PA 16301

SANFILIPPO, HELEN EILEEN, a/k/a HELEN E. SANFILIPPO, a/k/a EILEEN H. SANFILIPPO, a/k/a EILEEN GARNER SANFILIPPO, deceased

Late of the Township of Harborcreek, County of Erie and Commonwealth of Pennsylvania
Executor: Timothy A. Garner, 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

THIRD PUBLICATION

COLE, EDNA J., deceased

Late of Millcreek Township, Erie County, Pennsylvania
Executrix: Barbara J. Poirier, c/o Robert C. Ward, Esq., 307 French Street, Erie, Pennsylvania 16507-1129
Attorney: Robert C. Ward, Esq., 307 French Street, Erie, Pennsylvania 16507-1129

HOUSE, RICHARD A., a/k/a RICHARD ALAN HOUSE, a/k/a RICHARD HOUSE, deceased

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Executrix: Kristin Best, 60 Ridge Road, New Rochelle, New York 10804
Attorney: Grant M. Yochim, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

JOHNSON, ALFRED J., a/k/a ALFRED JOHNSON, deceased

Late of the City of Erie, County of Erie, State of Pennsylvania
Executrix: Margaret L. Hart, c/o 337 West 10th Street, Erie, PA 16502
Attorneys: THE FAMILY LAW GROUP, LLC, 337 West 10th Street, Erie, PA 16502

**MAINZER, FRANCIS K.,
deceased**

Late of the Township of Millcreek,
County of Erie, Commonwealth of
Pennsylvania
Executrix: Kristen M. Gillespie,
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

**MARKLEY, ELAINE S., a/k/a
ELAINE SCHUBEK MARKLEY,
a/k/a ELAINE MARKLEY,
deceased**

Late of Millcreek Township, Erie
County, Pennsylvania
Executor: Jonathan Markley,
c/o Robert C. Ward, Esq., 307
French Street, Erie, Pennsylvania
16507-1129
Attorney: Robert C. Ward,
Esq., 307 French Street, Erie,
Pennsylvania 16507-1129

**MILANO, CARLA D.,
deceased**

Late of City of Erie, County
of Erie and Commonwealth of
Pennsylvania
Executrix: Jennifer Milano Burns,
c/o Michael A. Agresti, Esq.,
Suite 300, 300 State Street, Erie,
PA 16507
Attorney: Michael A. Agresti,
Esq., MARSH, SPAEDER,
BAUR, SPAEDER & SCHAAF,
LLP., Suite 300, 300 State Street,
Erie, PA 16507

**PIOTROWSKI, KAY L., a/k/a
KAY L. BRIGGS,
deceased**

Late of Harborcreek Township,
Erie County, Erie, PA
Co-Executors: Holly M. Lopez
and Richard L. Piotrowski, c/o
33 East Main Street, North East,
Pennsylvania 16428
Attorney: Robert J. Jeffery, Esq.,
Knox McLaughlin Gornall &
Sennett, P.C., 33 East Main Street,
North East, Pennsylvania 16428

**WEIDLER, PATRICK, a/k/a
PATRICK E. WEIDLER,
deceased**

Late of the Township of
Springfield, County of Erie,
Commonwealth of Pennsylvania
Executor: John Weidler, 11950
Lucas Road, East Springfield,
PA 16411
Attorney: Grant M. Yochim, Esq.,
24 Main St. E., P.O. Box 87,
Girard, PA 16417

CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS

CATHY M. LOJEWSKI814-871-2965
3228 Florida Avenue
Erie, PA 16504*cmlojewski@yahoo.com*

ATTENTION ALL ATTORNEYS

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

— **YOU ARE FAR FROM BEING ALONE!** —

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



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- ▶ Look for this logo on the Erie County Bar Association website as well as Bar Association and Legal Journal websites across the state.
- ▶ It will take you to THE website for locating legal ads published in counties throughout Pennsylvania, a service of the Conference of County Legal Journals.

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— Law Office of Robert David Malove

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Matt Wiertel
Director of Sales & Marketing

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Contact us at (814) 833-9111 or sales@velocitynetwork.net