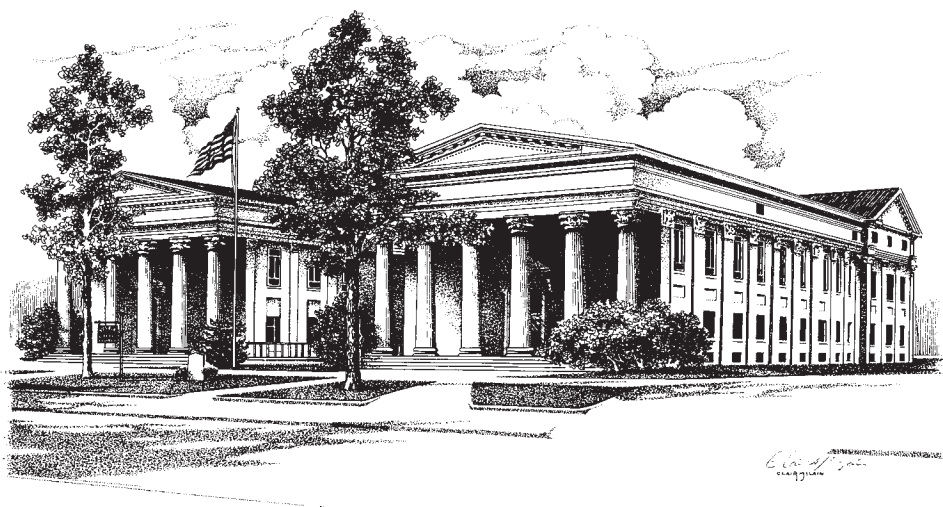


Erie County Legal Journal

November 6, 2020

Vol. 103 No. 45



103 ERIE 97-105

State Farm Fire and Casualty Co. v. Grazioli and Katz,
Individually, and as Administratrix of the Estate of Amanda Grazioli

Erie County Legal Journal

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

Managing Editor: Megan E. Anthony

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Erie County Bar Association

Calendar of Events and Seminars

FRIDAY, NOVEMBER 6, 2020

ECBA Live Seminar

Driver Rehabilitation for Your Clients

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

or via Zoom Conference

11:45 a.m. - Registration

Noon - 1:00 p.m. - Seminar

\$47 (ECBA members/their non-attorney staff)

\$60 (non-members)

1 hour substantive

WEDNESDAY, NOVEMBER 11, 2020

Veteran's Day Observed

Erie County and Federal Courthouses Closed

FRIDAY, NOVEMBER 20, 2020

ECBA Live Seminar

Recent Developments in Chapter 13

View Judge Keith Lundin via Zoom Conferencing at

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

11:45 a.m. - Registration

Noon - 1:00 p.m. - Seminar

\$47 (ECBA members/their non-attorney staff)

\$60 (non-members)

1 hour substantive

MONDAY, NOVEMBER 23, 2020

ECBA Board of Directors Meeting

Noon

via Zoom Conference

THURSDAY, NOVEMBER 26, 2020

FRIDAY, NOVEMBER 27, 2020

Thanksgiving Holiday

ECBA Office Closed

Erie County and Federal Courthouses Closed



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Nov. 6

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Oct. 30 and Nov. 6, 13, 20

ERIE COUNTY COMMUNITY COLLEGE SEEKS LEGAL COUNSEL

The newly formed Erie County Community College is seeking to retain a qualified law firm to provide legal services to the College in the areas of general counsel, employment law, collective bargaining, student services, construction, real estate and general business law. Interested firms and individuals are invited to contact Tom Benson of the College Board of Trustees for information on submitting a proposal. The deadline for submission is no later than November 20, 2020. Address inquiries to: tombenson1966@gmail.com.

Oct. 23 and Nov. 6

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STATE FARM FIRE AND CASUALTY COMPANY

v.

**JOHN P. GRAZIOLI and DENISE KATZ, Individually,
and as Administratrix of the Estate of AMANDA GRAZIOLI**

DECLARATORY JUDGMENTS / SUBJECTS OF RELIEF IN GENERAL

While Plaintiff Insurance Co.'s Declaratory Judgment refers only to Plaintiff Insurance Company's duty to John Grazioli, Katz was joined as an indispensable party as Katz initiated the underlying Civil Action. *See Vale Chemical v. Hartford Accident & Indemnity Co., et al.*, 516 A.2d 684 (Pa. 1986).

JUDGMENT / ABSENCE OF ISSUE OF FACT

Pennsylvania Rule of Civil Procedure 1035.2 states in relevant part: "After the relevant pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for summary judgment in whole or in part as a matter of law: (1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report..." "Summary judgment is appropriate if moving party shows no genuine issue of material fact exists and that he or she is entitled to judgment as a matter of law."

JUDGMENT / PRESUMPTIONS AND BURDEN OF PROOF

The party moving for summary judgment has the burden of proving no genuine issue of material fact exists. In considering a motion for summary judgment, a court views the record in the light most favorable to the non-moving party, and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party.

INSURANCE / PLEADINGS

An insurer's duty to defend and indemnify the insured may be resolved via declaratory judgment actions. In [declaratory judgment] actions, the allegations raised in the underlying complaint alone fix the insurer's duty to defend.

INSURANCE / PLEADINGS

An insurer's duty to defend is broader than the duty to indemnify. The duty to defend is a distinct obligation, separate and apart from the insurer's duty to provide coverage. Accordingly, even if there are multiple causes of action and one would potentially constitute a claim within the scope of the policy's coverage, the insurer would have a duty to defend until it could confine the claim to a recovery excluded from the policy.

INSURANCE / QUESTIONS OF LAW OR FACT

The interpretation of an insurance contract regarding the existence or non-existence of coverage is generally performed by the court.

INSURANCE / POLICIES CONSIDERED AS CONTRACTS / INTENTION

Insurance policies are contracts, and the rules of contract interpretation provide that the mutual intention of the parties at the time they formed the contract governs its interpretation. Such intent is to be inferred from the written provisions of the contract.

INSURANCE / UNCERTAINTY, AMBIGUITY OR CONFLICT

If doubt or ambiguity exists it should be resolved in the insured's favor.

INSURANCE / PLEADINGS / POLICIES CONSIDERED AS CONTRACTS

The question of whether a claim against an insured is potentially covered is answered by comparing the four corners of the insurance contract to the four corners of the complaint.

INSURANCE / PLEADINGS / DUTY TO DEFEND

The language of the policy and the allegations of the complaint must be construed together to determine the insurer's obligation. An insurer may not justifiably refuse to defend a claim against its insured unless it is clear from an examination of the allegations in the complaint and the language of the policy that the claim does not potentially come within the coverage of the policy.

INSURANCE / PLEADINGS / TERMINATION OF DUTY

It is not the actual details of the injury, but the nature of the claim which determines whether the insured is required to defend. Thus, the insurer owes a duty to defend if the complaint against the insured alleges facts which would bring the claim within the policy's coverage if they were true.

INSURANCE / ACCIDENT, OCCURRENCE OR EVENT

In Pennsylvania, insurance is not available for losses that the policyholder knows of, intended, or is aware are substantially certain to occur. An insured intends an injury if he desired to cause the consequences of his act or if he acted knowing that such consequences were substantially certain to occur.

JUDGMENT / CIVIL OR CRIMINAL PROCEEDINGS

Prior criminal convictions, pursuant to the doctrine of collateral estoppel, are conclusive evidence in subsequent civil actions arising out of the same incidents and concerning the same activity which was criminally prosecuted in the prior action.

MURDER / DEGREES IN GENERAL

Pennsylvania defines first-degree murder as a criminal homicide committed by an intentional killing.

INSURANCE / PLEADINGS / DUTY TO DEFEND

An insurer must even defend an insured against claims that are factually baseless, false, or even fraudulent. A Trial Court's duty is to look past the artful pleading of a party when reviewing whether the underlying complaint contains sufficient factual allegations for an insured to incur the duty to defend. A party's couching of its allegations in terms of negligence does not automatically result in a duty of the insured to defend the insured.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA
No. 11403-2018

OPINION AND ORDER

Domitrovich, J.

August 31, 2020

In the instant case, Plaintiff State Farm Fire and Casualty Company [hereinafter Plaintiff Insurance Co.] has moved for summary judgment on Plaintiff Complaint in Declaratory Judgment against Defendant John P. Grazioli and Denise Katz. Argument was scheduled and held on August 10, 2020 regarding this Motion for Summary Judgment.

The controversy in this case stems from the untimely demise of Amanda Grazioli, the wife of John Grazioli, who died at the Grazioli residence from a bullet fired from the gun used by John Grazioli. Plaintiff Insurance Co. had issued a homeowner's liability insurance policy to Defendant John Grazioli, Insurance Policy # 38-CZ-S888-6. Plaintiff Insurance Co. seeks a declaration from this Trial Court that Plaintiff Insurance Co. has no duty to defend or

indemnify John Grazioli in another separate Civil Action at Docket No. 10717-2018, which was instituted against John Grazioli by his mother-in-law Denise Katz [hereinafter Katz], individually and as Administratrix of the Estate of Amanda Grazioli as plaintiff therein. Katz is also a Defendant in this Declaratory Judgment. While Plaintiff Insurance Co.'s Declaratory Judgment refers only to Plaintiff Insurance Company's duty to John Grazioli, Katz was joined as an indispensable party as Katz initiated the underlying Civil Action. *See Vale Chemical v. Hartford Accident & Indemnity Co., et al.*, 516 A.2d 684 (Pa. 1986); *see also Katz v. Grazioli*, Docket No. 10717-2018; *Commonwealth v. Grazioli*, 2020 WL 1158730 (Pa. Super. Ct., Mar. 10, 2020).

The procedural history of this Declaratory Judgment case is inextricably linked to the underlying Civil Action at Docket No. 10717-2018 and to John Grazioli's criminal prosecution as follows: On March 19, 2018, Katz filed a Complaint against John Grazioli before this Trial Court. *See* Docket No. 10717-2018. Katz alleged: 1) negligence toward Denise Katz, individually; 2) negligence toward Amanda Grazioli; 3) wrongful Death on behalf of herself and Amanda Grazioli; 4) survival on behalf of herself and Amanda Grazioli; and 5) battery on behalf of herself and Amanda Grazioli. The facts alleged in the Complaint centered on the shooting death of Amanda Grazioli. For example, ¶4 of the Complaint reads, "On or about March 8, 2018, Defendant murdered Ms. Grazioli via a gunshot to the head."

On June 1, 2018, Plaintiff Insurance Co. filed the instant Complaint in Declaratory Judgment. Plaintiff Insurance Co. alleged there is no duty to indemnify or defend John Grazioli in the underlying civil action, which is established by the terms of his insurance policy. Plaintiff Insurance Co. asserted four claims for relief, three of which are based on the language in Plaintiff Insurance Co.'s policy: 1) definition of the word "occurrence," limiting coverage to only accidental causes of bodily injury; 2) exclusion of coverage for bodily injury intentionally caused by the "insured" or bodily injury that is the result of "willful and malicious acts of the insured"; and 3) exclusion of coverage for bodily injury to an "insured," which includes the spouse of the policy holder. Plaintiff Insurance Co.'s fourth claim is Plaintiff Insurance Co. is not liable to insure for punitive damages under Pennsylvania law, which are being claimed by Katz. Plaintiff Insurance Co. indicated the underlying Complaint alleged only intentional acts perpetrated by John Grazioli against his spouse Amanda Grazioli and, therefore, John Grazioli is not covered under his policy for these actions.

While both of these cases have been proceeding before this Trial Court, the District Attorney of Erie County successfully prosecuted John Grazioli for the murder of his wife. He was charged on May 29, 2018 with the following offenses: 1) Murder of the First Degree, 2) Aggravated Assault, 3) Recklessly Endangering Another Person, 4) Possession of an Instrument of Crime With Intent to Employ It Criminally, and 5) Firearm Not to Be Carried Without a License. *See* Docket No. MJ-06202-CR-0000086-2018. In fact, before even filing an Answer in the Civil Action initiated against him by Katz, John Grazioli filed a Motion for Stay of Civil Proceedings on April 19, 2018. This Trial Court granted John Grazioli's Motion to Stay Proceedings on June 7, 2018 pending the resolution of John Grazioli's criminal prosecution, and Katz's Civil Action against John Grazioli remained stayed until February 26, 2019. This Trial Court's decision regarding staying Katz's Civil Action focused on the overlap of issues between the civil and criminal actions against him,

as well as the clarity that a resolution of the criminal case would bring to the civil action. *See* Opinion and Temporary Order of Court, 6/7/18, Docket No. 10717-2018, at 4 (“In the instant civil proceeding, Plaintiff’s claims for negligence, wrongful death, survivorship, and battery asserted in Plaintiff’s Civil Complaint are based on facts identical to those facts upon which the criminal charges against [John Grazioli] in the Criminal Information are based.”).

Ultimately, a jury convicted John Grazioli of all five offenses, including First Degree Murder, on February 8, 2019. He appealed this conviction and his sentence to the Pennsylvania Superior Court, which affirmed his judgment of sentence on May 22, 2020. John Grazioli sought no Allowance of Appeal in the Pennsylvania Supreme Court.

Prior to John Grazioli’s jury conviction, however, and while the underlying Civil Action against him was stayed, Plaintiff Insurance Co. filed the first of two Motions for Judgment on the Pleadings. The first, filed on December 24, 2018, was dismissed as premature on February 26, 2019 by this Trial Court — the same day the stay in the underlying civil action was lifted. After dismissing Plaintiff’s motion, this Trial Court granted Plaintiff leave to file an Amended Complaint in Declaratory Judgment. Also on February 26, 2019, this Trial Court granted Katz the opportunity to file an amended complaint in the underlying Civil Action.

On March 11, 2019, Katz filed an Amended Complaint against John Grazioli. The facts now included John Grazioli’s conviction in his criminal prosecution but alleged “[t]he gunshot that killed Ms. Grazioli was either negligently or intentionally fired by Mr. Grazioli.” *See* Amended Complaint, Docket No. 10717-2018, at 3, ¶ 7. The Amended Complaint summarizes John Grazioli’s testimony wherein he stated he did not intend to shoot his wife. *Id.* at ¶ 14. After John Grazioli filed Preliminary Objections to this Amended Complaint, counsel for both parties stipulated to the claims that would continue in the underlying Civil Action, all filed by Katz: 1) Negligence on behalf of Amanda Grazioli; 2) Negligence per se on behalf of Denise Katz, individually, and Amanda Grazioli; 3) Wrongful Death on behalf of Amanda Grazioli; 4) Survival on behalf of Amanda Grazioli; and 5) Battery on behalf of Amanda Grazioli. *See* Stipulation as to the Amended Complaint, 6/17/2019, at 2. This Amended Complaint now contained only one claim for injuries to Denise Katz suffered due to John Grazioli’s actions, while the remaining five claims are based on injuries suffered by Amanda Grazioli.

Plaintiff Insurance Co.’s Amended Complaint for Declaratory Judgment was filed on July 9, 2019 and, but for facts regarding John Grazioli’s conviction for first degree murder, remained relatively unchanged. Plaintiff Insurance Co. argued the language of its insurance policy precluded any duty to represent or indemnify John Grazioli in the underlying Civil Action by Katz. The facts set forth in said Amended Complaint as to an intentional action committed by John Grazioli against Amanda Grazioli stated said action is not covered by Plaintiff Insurance Co.’s liability insurance policy.

Plaintiff Insurance Co.’s second Motion for Judgment on the Pleadings was filed on September 25, 2019, and this Trial Court dismissed said Motion as premature on December 20, 2019. After this second dismissal, Plaintiff Insurance Co. filed for an Interlocutory Appeal of this Trial Court’s Order on January 14, 2020, which was quashed by the Pennsylvania Superior Court on February 7, 2020. Following the Superior Court’s affirmance of John Grazioli’s judgment of sentence, Plaintiff Insurance Co. filed the instant Motion for Summary Judgment on June 5, 2020.

Plaintiff Insurance Co.’s Motion for Summary Judgment avers Plaintiff Insurance Co. is

entitled to judgment as a matter of law because the facts pled in the underlying Civil Action allege conduct and persons not subject to coverage under Plaintiff Insurance Co.'s liability insurance policy. Therefore, Plaintiff Insurance Co. asserts it is not bound to defend or indemnify John Grazioli for any of the claims made by Katz in the underlying Civil Action. Plaintiff Insurance Co. argues its policy precludes coverage for: 1) injuries suffered by the spouse of an insured whom resides with the insured; 2) non-accidental injuries; and 3) bodily injury suffered due to intentional and malicious acts of the insured. Plaintiff Insurance Co. also argues it has no duty to defend or indemnify John Grazioli against Katz's individual claim of negligence per se as the underlying Civil Action does not allege Katz suffered any injuries covered by the insurance policy, and Plaintiff Insurance Co. is not liable to defend or indemnify an insured against claims for punitive damages.

Defendant Katz argues John Grazioli's conviction for first degree murder does not necessarily bar coverage under his homeowner's liability insurance policy. Katz cites to two past cases, *Stidham v. Millvale Sportsmen's Club*, 618 A.2d 945, 956 (Pa. Super. 1992) and *Erie Insurance Exchange v. Moore*, 228 A.3d 258 (Pa. 2020), for the proposition that simply because a defendant has been convicted of a crime involving a firearm does not alleviate defendant's insurer from its duty to defend and indemnify defendant in a civil action. Katz also points to the case of *Donegal Mut. Ins. Co. v. Baumhammers*, 938 A.2d 286 (Pa. 2007) in support of Katz's argument that an intentional shooting can still be considered an accident subject to coverage. According to Katz, Plaintiff Insurance Co. has distorted the wording of Plaintiff Insurance Co.'s own policy, which does not, in fact, alleviate Plaintiff Insurance Co.'s duty to defend and indemnify John Grazioli. Katz asserts that provisions providing for coverage of bodily injury clearly cover injuries arising from a gunshot, and, contrary to Plaintiff Insurance Co.'s interpretation of the policy, Amanda Grazioli is not precluded from coverage as John Grazioli's spouse. Moreover, Katz argues John Grazioli's actions in this case are not necessarily intentional as John Grazioli testified at trial that the shooting was an accident. Katz further argues the issue of indemnification is not yet ripe as no judgment has been entered against John Grazioli in the underlying Civil Action.

Pennsylvania Rule of Civil Procedure 1035.2 states in relevant part: "After the relevant pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for summary judgment in whole or in part as a matter of law: (1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report ..." "Summary judgment is appropriate if moving party shows no genuine issue of material fact exists and that he or she is entitled to judgment as a matter of law." *Summers v. Certainteed Corp.*, 997 A.2d 1152, 1159 (Pa. 2010) (citations omitted). The party moving for summary judgment has the burden of proving no genuine issue of material fact exists. *Holmes v. Lado*, 602 A.2d 1389, 1391-92 (Pa. Super. 1992) (citations omitted). In considering a motion for summary judgment, a court views the record in the light most favorable to the non-moving party, and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. *SLT Holdings, LLC v. Mitch-Well Energy, Inc.*, 217 A.3d 1258, 1263 (Pa. Super. 2019).

"An insurer's duty to defend and indemnify the insured may be resolved via declaratory judgment actions." *Erie Insurance Exchange v. Claypoole*, 673 A.2d 348, 355 (Pa. 1996). **"In such actions, the allegations raised in the underlying complaint alone fix the insurer's**

duty to defend.” *Id.* (emphasis added). A duty to defend, however, is “broader than the duty to indemnify.” *Peccadillos, Inc.*, 27 A.3d at 265 (citations omitted). “The duty to defend is a distinct obligation, separate and apart from the insurer’s duty to provide coverage.” *American and Foreign Ins. Co. v. Jerry’s Sport Center, Inc.*, 948 A.2d 834, 845-46 (Pa. Super. 2008). “Accordingly, even ‘if there are multiple causes of action and one would potentially constitute a claim within the scope of the policy’s coverage, the insurer would have a duty to defend until it could confine the claim to a recovery excluded from the policy.’” *Id.* at 846 (quoting *Sciabassi v. Nationwide Mut. Fire Ins. Co.*, 789 A.2d 699, 703 n. 2 (Pa. Super. 2011)).

“The interpretation of an insurance contract regarding the existence or non-existence of coverage is ‘generally performed by the court.’” *Penn-America Ins. Co. v. Peccadillos, Inc.*, 27 A.3d 259, 264 (Pa. Super. 2011) (quoting *Donegal Mut. Ins. Co. v. Baumhammers*, 938 A.2d 286, 290-91 (Pa. 2007)). “Insurance policies are contracts, and the rules of contract interpretation provide that the mutual intention of the parties at the time they formed the contract governs its interpretation. Such intent is to be inferred from the written provisions of the contract. If doubt or ambiguity exists it should be resolved in insured’s favor.” *Peccadillos, Inc.*, 27 A.3d at 264 (quoting *American and Foreign Ins. Co. v. Jerry’s Sport Center, Inc.*, 2 A.3d 526, 540 (Pa. 2010)).

“The question of whether a claim against an insured is potentially covered is answered by comparing the four corners of the insurance contract to the four corners of the complaint.” *Jerry’s Sport Center, Inc.*, 2 A.3d at 541. “The language or the policy and the allegations of the complaint must be construed together to determine the insurer’s obligation.” *Baumhammers*, 938 A.2d at 290. “An insurer may not justifiably refuse to defend a claim against its insured unless it is clear from an examination of the allegations in the complaint and the language of the policy that the claim does not potentially come within the coverage of the policy.” *Jerry’s Sport Center*, 2 A.3d at 541. “It is not the actual details of the injury, but the nature of the claim which determines whether the insurer is required to defend.” *Aetna Cas. and Sur. Co. v. Roe*, 650 A.2d 94, 98 (Pa. 1994). “Thus, the insurer owes a duty to defend if the complaint against the insured alleges facts which would bring the claim within the policy’s coverage if they were true,” *D’Auria v. Zurich Ins. Co.*, 507 A.2d 857, 859 (Pa. Super. 1986).

“In Pennsylvania, as elsewhere, ‘insurance is not available for losses that the policyholder knows of, intended, or is aware are substantially certain to occur.’” *State Farm Fire & Cas. Co. v. Estate of Mehlman*, 589 F.3d 105, 112 (3d Cir. 2009) (quoting Ostrager & Newman, Handbook on Insurance Coverage Disputes 442-44 § 8.03(e) (10th ed. 2000)). “An insured intends an injury if he desired to cause the consequences of his act or if he acted knowing that such consequences were substantially certain to result.” *Id.* (citing *United Servs. Auto Ass’n v. Elitzky*, 517 A.2d 982, 989 (Pa. 1986)). Furthermore, “[p]rior criminal convictions, pursuant to the doctrine of collateral estoppel, are conclusive evidence in subsequent civil actions arising out of the same incidents and concerning the same activity which was criminally prosecuted in the prior action.” *Harsh v. Petroll*, 840 A.2d 404, 444 (Pa. Commw. 2003) (citing *Folino v. Young*, 568 A.2d 171 (Pa. 1990)).

In the instant matter, the validity of the instant insurance policy is not in question. Moreover, counsel do not contest John Grazioli’s adjudication of guilt for first degree murder or that his sentence is final. It is also undisputed John Grazioli and Amanda Grazioli were married and lived in the same residence at the time of Amanda Grazioli’s death. Most importantly,

counsel, as set forth in their briefs regarding this Summary Judgment Motion, are not contesting the underlying civil action arose from the shooting death of Amanda Grazioli at the hands of John Grazioli. The instant case then turns on the resolution of a single issue: whether the underlying Civil Action against John Grazioli asserts any claims or alleges any facts that could potentially come under Plaintiff Insurance Co.'s policy, triggering Plaintiff Insurance Co.'s duty to defend and/or indemnify John Grazioli.

John Grazioli was convicted by a jury of first-degree murder for the shooting death of his wife, Amanda Grazioli. Pennsylvania defines first-degree murder as a criminal homicide "committed by an intentional killing." *See* 18 Pa.C.S. § 2502. In order to find someone guilty of first-degree murder, that person must be found guilty beyond a reasonable doubt of having committed an intentional killing of another person. Since John Grazioli was convicted of first-degree murder, he was found guilty beyond a reasonable doubt by a jury of having intentionally killed Amanda Grazioli. As detailed above, this criminal conviction for first-degree murder establishes conclusive evidence of John Grazioli's intent to kill Amanda Grazioli in any underlying civil action arising out of her shooting death. John Grazioli's actions cannot then be found in Katz's Civil Action to have been the result of negligence due to the doctrine of collateral estoppel.

Because John Grazioli's act was intentional and not negligent, this Trial Court must interpret the instant insurance policy to determine if said policy covers intentional acts committed by the insured. The first provision to consider is the definition of the word "occurrence" as used in the instant insurance policy. This is important because personal liability coverage under the policy is limited to when "... a claim is made or a suit is brought against an insured for damages because of bodily injury or property damage to which this coverage applies, caused by an occurrence ...". *See* State Farm Homeowners Policy, Coverage L - Personal Liability, at 15. Occurrence is defined in the policy as "an accident ... which first results in: a. bodily injury; or b. property damage." *Id.*, at 2 ¶ 7. The second provision to consider is the exclusion of coverage for "... bodily injury or property damage: (1) which is either expected or intended by the insured; or (2) which is the result of willful and malicious acts of the insured ...". *Id.* at 16, § II (1)(a).

While John Grazioli's conviction brings his conduct well within these two provisions excluding coverage for intentional acts, the instant insurance policy contains additional provisions that exclude coverage in this case as well. Section 1(h) of this policy's exclusions to personal liability excepts coverage under the policy for bodily injury to any "insured within the meaning of part a. or b. of the definition of the insured," which is defined as any relatives "if residents of your household." *Id.*, at 17, ¶ h; 1, ¶ 4(a). Finally, the definitions section of the policy defines "you" and "your" as the "named insured" shown in the Declarations, which includes "Your spouse ... if a resident of the household." *Id.*, at 1.

After interpreting these provisions, this Trial Court finds and concludes the instant insurance policy does not include coverage for losses caused by intentional acts committed by the insured. This policy clearly and unambiguously states it does not cover claims or suits arising from intentional, malicious, non-accidental acts resulting in bodily injury or property damage. This Trial Court also finds and concludes the instant insurance policy does not include coverage for bodily injury caused to one's spouse who resides with the insured. This policy clearly and unambiguously states there is no coverage for injuries to any insured

and that a spouse is included within the definition of insured, as well as injury to any relatives that reside with the insured. Because John Grazioli is guilty beyond a reasonable doubt of intentionally killing Amanda Grazioli, his wife and co-habitant, any claims or suits seeking liability and damages for John Grazioli's shooting of Amanda Grazioli are not covered under this policy. This policy is entirely consistent with Pennsylvania law that has long held insurance is not provided for losses a party intends to occur. *See Estate of Mehlman, supra*. Therefore, this Trial Court finds and concludes Plaintiff is under no duty to indemnify John Grazioli for the intentional murder of Amanda Grazioli.

Simply because Plaintiff Insurance Co. is under no duty to indemnify John Grazioli for the murder of Amanda Grazioli does not necessarily mean Plaintiff Insurance Co. is under no duty to defend John Grazioli in the underlying civil action. The duty to defend an insured is broader than the duty to indemnify. An insurer must even defend an insured against claims that are factually baseless, false, or even fraudulent. *See Jerry's Sport Center, Inc., 2 A.3d at 540*. This Trial Court is required to take all allegations made by Katz as true and liberally construe them in favor of coverage for John Grazioli. *Id.* In order for Plaintiff Insurance Co. to avoid this duty to defend, it must be clear from Katz's Amended Complaint that no factual allegations or claims could come within the coverage of this policy. In other words, if Katz's Amended Complaint contains any factual allegations or claims that could result in John Grazioli incurring liability other than through intentionally murdering Amanda Grazioli, Plaintiff Insurance Co. must still defend John Grazioli in this civil action.

Katz's Amended Complaint is based solely on causes of action arising from John Grazioli's intentional murder of Amanda Grazioli. Both Katz's Complaint and Amended Complaint limit the factual allegations contained therein to John Grazioli's shooting of Amanda Grazioli. For example, Katz's Complaint, one of only two factual averments, states: "On or about March 8, 2018, Defendant murdered Ms. Grazioli via a gunshot to the head." Complaint, Docket No. 10717-2018, at 2, ¶ 7. Katz's Amended Complaint states: "Defendant breached that duty by: a) Handling a loaded gun in Ms. Grazioli's presence and by accidentally discharging that weapon." Amended Complaint, Docket No. 10717-2018, at 2, ¶ 14. And despite the language of negligence being used by Katz in her Amended Complaint, the allegations still involve only two persons who were married and resided in the same household when the incident took place. Therefore, even accepting all of Katz's factual allegations as true, John Grazioli's murder of Amanda Grazioli does not come under Plaintiff's insurance policy since these allegations rely on establishing liability for John Grazioli's intentional murder of Amanda Grazioli, his wife and co-habitant. This is true even of Katz's claim individually for damages based on a negligence per se theory. Therefore, this Trial Court finds and concludes Plaintiff Insurance Co. is under no duty to defend John Grazioli in the underlying civil action asserted against him by Denise Katz.

This Trial Court's duty in cases such as this is to look past the artful pleading of a party when reviewing whether the underlying complaint contains sufficient factual allegations for an insured to incur the duty to defend. *See Erie Ins. Exchange v. Muff*, 851 A.2d 919, 926 (Pa. Super. 2004); *Erie Ins. Exchange v. Fidler*, 808 A.2d 587, 590 (Pa. Super. 2002). A party's couching of its allegations in terms of negligence — a party's use of terms such as "duty" and "accidentally" — does not automatically result in a duty of the insurer to defend the insured. This Trial Court notes John Grazioli was convicted of the first-degree

murder of Amanda Grazioli prior to Katz filing her Amended Complaint in the underlying Civil Action. This was not true at the time of the filing of the Complaint and the initiation of the Civil Action against John Grazioli, but it was known by both parties when Katz filed her Amended Complaint. This Trial Court also notes the Amended Complaint's factual allegations of negligence, i.e. the "accidental discharging of the weapon in Ms. Grazioli's presence," traced the testimony of John Grazioli himself during his criminal trial. Obviously, the jury did not find John Grazioli's testimony credible as John Grazioli was convicted by the jury beyond a reasonable doubt of the intentional killing of his wife.

In the underlying Civil Action against John Grazioli, his jury criminal conviction of first-degree murder in his criminal trial prevents any possibility that John Grazioli could be found to have negligently killed Amanda Grazioli in the Civil Action. The doctrine of collateral estoppel prevents any further litigation over John Grazioli's intent regarding killing Amanda Grazioli as a jury has already found beyond a reasonable doubt that John Grazioli intentionally killed Amanda Grazioli. Therefore, accepting the factual allegations in Katz's Amended Complaint as true would mean accepting groundless factual allegations alleged by Katz over a criminal jury's finding that John Grazioli committed first degree murder of Amanda Grazioli beyond a reasonable doubt.

However, despite such concerns, the outcome in this case is not changed when Katz's factual allegations of John Grazioli's negligence are accepted as true. Plaintiff Insurance Co.'s policy does not cover liability for even the negligent killing of an insured's spouse who resides with the insured.

In conclusion, Plaintiff Insurance Co. clearly owes no duty to defend or indemnify John Grazioli in the underlying Civil Action for the murder of Amanda Grazioli as none of Katz's claims are covered under Plaintiff Insurance Co.'s policy. Since no genuine disputes as to any material facts exist to resolve, and since Plaintiff Insurance Co. is entitled to judgment as a matter of law, this Trial Court grants Plaintiff's Motion for Summary Judgment and enters the following Order:

ORDER

AND NOW, to wit, on this 31st day of August, 2020, for all of the reasons as set forth in this Trial Court's Opinion attached hereto, it is hereby **ORDERED, ADJUDGED, AND DECREED** Plaintiff's Motion for Summary Judgment is **GRANTED**.

BY THE COURT

/s/ **Stephanie Domitrovich, Judge**

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Joseph P. Maloney, CPA, CFE • James R. Scarpitti, CPA
Rick L. Clayton, CPA • Christopher A. Elwell, CPA • Ryan Garofalo, CPA

Confidential inquiries by phone or email to mrsinfo@mrs-co.com.

**ACTION TO QUIET TITLE
IN THE COURT OF COMMON
PLEAS OF BUTLER COUNTY,
PENNSYLVANIA**

CIVIL ACTION – LAW
A.D. No. 2020 – 10040

KEVIN J. DUNKLE, Plaintiff
vs.

WILLIS A. MARBURGER and
PATRICIA A. MARBURGER,
husband and wife; ALVIN
GLENN RANKIN and PATRICIA
J. RANKIN, husband and
wife; TIMOTHY RANKIN;
JOHN RANKIN; RONALD
RANKIN; DANIEL RANKIN;
GLENN RANKIN; STEPHEN
RANKIN; JOAN KALISH;
and their heirs, unknown heirs,
executors, administrators, personal
representatives, successors, assigns,
and all persons claiming under
them, Defendants

TO: ALVIN GLENN RANKIN and
PATRICIA J. RANKIN, husband
and wife, TIMOTHY RANKIN,
JOHN RANKIN, RONALD
RANKIN, DANIEL RANKIN,
GLENN RANKIN, STEPHEN
RANKIN, JOAN KALISH,
and their heirs, unknown heirs,
executors, administrators, personal
representatives, successors, assigns,
and all persons claiming under them

NOTICE OF

QUIET TITLE ACTION

You are hereby notified that the
Plaintiff has filed a Complaint to
Quiet Title on January 16, 2020,
against you at the above number
and term. The parcel which is the
subject of this action is located in
Franklin Township, Butler County,
Pennsylvania, and is bounded and
described as follows:

*ALL that certain piece, parcel or lot
of land situate in Franklin Township,
Butler County, Pennsylvania,
bounded and described as follows:
BEGINNING at a point in the
centerline of Old Route 422, at
33 foot right-of-way at a point in
common with lands formerly of K.
Jeffries, now Kevin J. Dunkle, being
Tax Assessment Parcel 170-3F80-30;
thence North 44° 19' 44" West along
said centerline, a distance of 58.02
feet to a point; thence North 08° 45'
00" East through an existing iron pin,*

*a distance of 94.06 feet along lands of
W. Marburger to an iron pin; thence
South 01° 00' 00" East along lands of
Kevin J. Dunkle, formerly K. Jeffries,
a distance of 131.14 feet to a point
in the centerline of Old Route 422,
being the place of beginning. Being
triangular in shape as per Survey of
Carl L. Waugaman, P.E., P.L.S.*

*Also being known as Tax Assessment
Parcel 170-3F80-QUESTION.*

You are hereby notified to plead to
the above-referenced Complaint on
or before twenty (20) days from the
date of this publication or a judgment
by default will be taken against you
and unless within thirty (30) days
from the entry of said judgment by
default you commence an action
in ejectment against the Plaintiff,
a Final Decree may be entered
against you, forever barring you from
asserting any right, title, interest or
claim in said property inconsistent
with the claim of Plaintiff.

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 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.
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 ASSISTANCE
TO ELIGIBLE PERSONS AT A
REDUCED FEE FOR NO FEE.**

Kelly Ferrari, Prothonotary
Butler County Courthouse
300 South Main Street
P.O. Box 1208
Butler, PA 16003-1208
(724) 284-5214

Butler County Bar Association
240 South Main Street
Butler, PA 16001
(724) 841-0130

Thomas J. May, Esquire
Attorney for Plaintiff
DILLON McCANDLESS KING
COULTER & GRAHAM L.L.P.
128 West Cunningham Street
Butler, PA 16001

Nov. 6

CHANGE OF NAME NOTICE

In the Court of Common Pleas of
Erie County, Pennsylvania 12050-20
Notice is hereby given that a Petition
was filed in the above named court
requesting an Order to change the
name of Salvatore Rusnock to
Salvatore Solvedt.

The Court has fixed the 1st day of
December, 2020 at 11:00 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.

Nov. 6

CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie
County, Pennsylvania 12150-2020
Notice is hereby given that a Petition
was filed in the above named court
requesting an Order to change the
name of Haven Gregory Shontz to
Haven Adrian Gregorio Victor Arvelo.
The Court has fixed the 3rd day
of December, 2020 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.

Nov. 6

CHANGE OF NAME NOTICE

In the Court of Common Pleas of
Erie County, Pennsylvania 12118-20
Notice is hereby given that a Petition
was filed in the above named court

requesting an Order to change the name of Lisa Weed to Lisa Marie Weed. The Court has fixed the 9th day of December, 2020 at 11:00 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.

Nov. 6

CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania 12208-20 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Gabrielle Rae Yilek to Daniel Ray Yilek.

The Court has fixed the 15th day of December, 2020 at 2:30 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.

Nov. 6

INCORPORATION NOTICE

Notice is hereby given that Erie County Community College has been incorporated under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.

Thomas S. Talarico, Esq.
Talarico & Associates
230 West 6th Street, Suite 202
Erie, PA 16507

Nov. 6

ORGANIZATION NOTICE

Notice is hereby given that Pacley's Moving & Labor Services LLC has been organized under the provisions of the Pennsylvania Limited Liability Company Law of 1994, as amended.

Justin L. Magill, Esq.
MAGILL LAW Ltd.
821 State Street
Erie, PA 16501

Nov. 6

LEGAL NOTICE

ATTENTION: DAIMARIEO GRIFFIN

INVOLUNTARY TERMINATION OF PARENTAL RIGHTS IN THE MATTER OF THE ADOPTION OF MINOR FEMALE CHILD: J.L.H. - DOB: 09/16/2014

MINOR MALE CHILD: J.N.R.H. - DOB: 10/05/2015

BORN TO: SHERI LORENA ZEIGLER

77 & 77A IN ADOPTION, 2020

If you could be the parent of the above mentioned children 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, Judge Joseph M. Walsh, III, Courtroom No. 1 - #217, City of Erie, on Friday, December 4, 2020, at 1:30 p.m., and there show cause, if any you have, why your parental rights to the above children 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 children. 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 children 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.

Nov. 6

LEGAL NOTICE

ATTENTION: MONICA MARIE LENHART

INVOLUNTARY TERMINATION OF PARENTAL RIGHTS IN THE MATTER OF THE ADOPTION OF MINOR FEMALE CHILD A.J.-A.K. DOB: 01/18/2018

71 IN ADOPTION, 2020

If you could be the parent of the above-mentioned child, at the instance of Erie County Office of Children and Youth you, laying aside all business and excuses whatsoever, are hereby cited to be and appear before the Orphan's Court of Erie County, Pennsylvania, at the Erie County Court House, Judge John J. Trucilla, Courtroom E-219, City of Erie on December 17, 2020 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

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Nov. 6

LEGAL NOTICE

A hearing is scheduled for December 15th, 2020 at 2:00 p.m. in courtroom 222-G of the Erie County Courthouse. Located at 140 West 6th Street, Erie, PA 16501. This hearing is for an involuntary transfer of vehicle ownership. The vehicle is a 1969 Suzuki TS250 motorcycle. VIN number: TS25012627. Condition of motorcycle is poor/basket case.

Nov. 6

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M-F, 8:30 a.m. - 5:00 p.m.



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

**NOVEMBER 20, 2020
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

Oct. 30 and Nov. 6, 13

SALE NO. 1

**Ex. #12401 of 2019
NORTHWEST BANK f/k/a
NORTHWEST SAVINGS
BANK, Plaintiff**

v.

**ROBERT M. OSIECKI and
MARY JUDE OSIECKI,
Defendants**

DESCRIPTION

By virtue of an Amended Writ of Execution filed at No. 2019-12401, Northwest Bank vs. Robert M. Osiecki and Mary Jude Osiecki, owners of property situated in the Township of Washington, Erie County, Pennsylvania being: 11201 Fry Road, Edinboro, Pennsylvania. Approx. 10.015 acres

Assessment Map Number:

(45) 7-11-17

Assessed Value Figure: \$156,900.00

Improvement Thereon: Residence

Kurt L. Sundberg, Esq.

Marsh Schaaf, LLP

300 State Street, Suite 300

Erie, Pennsylvania 16507

Oct. 30 and Nov. 6, 13

SALE NO. 2

Ex. #10209 of 2020

**FIRST NATIONAL BANK
OF PENNSYLVANIA, Plaintiff**

v.

**LISA M. LIST AND
BRIAN LIST, Defendants
DESCRIPTION**

By virtue of a Writ of Execution filed to No. 10209-20, First National Bank of Pennsylvania vs. Lisa M. List and Brian List, owners of property situated in (Tract 279) Township of Millcreek, Erie County, Pennsylvania being known as 1214 Hartt Road, Erie, PA 16505. Acreage: 0.7655

Square Footage: 4,668

Assessment Map No. (33) 26-154-5

Assessed Value figure: \$145,000.00 (Land & Building)

Improvement thereon: Two-story frame dwelling and one-car frame garage

FIRST NATIONAL BANK
OF PENNSYLVANIA

David W. Raphael, Esquire

Attorney for First National Bank of Pennsylvania

100 Federal Street - 4th Floor

Pittsburgh, PA 15212

Oct. 30 and Nov. 6, 13

SALE NO. 3

Ex. #10742 of 2020

20 CAP FUND I, LLC, Plaintiff

v.

**Richard W. Keppler,
Deborah L. Keppler, Defendants
DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land situated in the Township of Summit, County of Erie and State of Pennsylvania. BEING KNOWN AS: 2205 New Road, Erie, PA 16509

PARCEL #40-020-103-0-006-00

Improvements: Residential

Dwelling.

Jennie C. Shnyder, Esquire

Id. No. 315213

Attorney for Plaintiff

4900 Carlisle Pike #182

Mechanicsburg, PA 17050

Southampton, PA 18966

Oct. 30 and Nov. 6, 13

SALE NO. 4

Ex. #12154 of 2018

**WILMINGTON SAVINGS
FUND SOCIETY, FSB, AS
TRUSTEE OF STANWICH
MORTGAGE LOAN TRUST
A c/o Carrington Mortgage
Services, LLC, Plaintiff**

v.

GARY PORSCH, Defendant

DESCRIPTION

By virtue of a Writ of Execution filed to No. 12154-18, Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A vs. Gary Porsch, owner of property situated in the City of Erie, Erie County, Pennsylvania being 2506 Loveland Avenue, Erie, PA 16506

1,276 square feet, 0.2634 acres

Assessment Map number:

33053224001200

Assessed Value figure: \$87,140.00

Improvement thereon: Residential

Jill M. Fein, Esquire

Attorney I.D. 318491

Hill Wallack LLP

777 Township Line Rd., Suite 250

Yardley, PA 19067

Oct. 30 and Nov. 6, 13

SALE NO. 5

Ex. #11822 of 2019

**Specialized Loan Servicing LLC,
Plaintiff**

v.

**Shelly A. Smith, as
Administratrix of the Estate
of Kathleen Lyle, AKA
Kathleen M. Lyle, Defendant
DESCRIPTION**

By virtue of a Writ of Execution filed to No. 2019-11822, Specialized Loan Servicing LLC vs. Shelly A. Smith, as Administratrix of the Estate of Kathleen Lyle, AKA Kathleen M. Lyle, owner(s) of property situated in the Township of Springfield, Erie County, Pennsylvania being 7852 Griffey

Road, West Springfield, PA 16443
2,276 sq. ft.
Assessment Map Number:
39025080000600
Assessed Value figure: \$112,800.00
Improvement thereon: Single
Family Dwelling
Michael E. Carleton, Esquire
Kimberly J. Hong, Esquire
Manley Deas Kochalski LLC
P.O. Box 165028
Columbus, OH 43216-5028
Oct. 30 and Nov. 6, 13

29' x 80', 1,344 square feet,
0.0533 acres
Assessment Map number:
14-010-023.0-110.00
Assessed Value figure: \$28,800.00
Improvement thereon: Residential
Dwelling
Michael Boland, Esq.
PA I.D. No. 319999
777 S. Broad Street #438
Philadelphia, PA 19147
Oct. 30 and Nov. 6, 13

SALE NO. 6

Ex. #13279 of 2018

**U.S. Bank, Plaintiff
v.**

**Michelle D. Williams, Defendant
DESCRIPTION**

By virtue of a Writ of Execution
filed to No. 13279-2018, U.S. Bank
vs. Michelle D. Williams, owner of
property situated in the First Ward
of the City of Erie, Erie County,
Pennsylvania being 749 EAST 5TH
ST., Erie, PA 16507

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President & Co-Founder | wgoodman@nfp.com

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- Frequent speaker and educator for trial lawyers nationwide.
- Active member of the National Structured Settlement Trade Association (NSSTA).
- NFP is ranked by Business Insurance as the 6th largest global benefits broker by revenue, and the 5th largest US-based privately owned broker.

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

**BAROTH, DONALD J., JR.,
deceased**

Late of Millcreek Township, County of Erie and Commonwealth of Pennsylvania
Administrator: Donald J. Baroth, Sr., c/o Kevin M. Monahan, Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorney: Kevin M. Monahan, Esq., MARSH, SCHAAF, LLP., Suite 300, 300 State Street, Erie, PA 16507

**BAUMANN, JOSEPH C.,
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania
Executrix: Christi S. Rzodkiewicz, 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

**BRANSON, ALICE MARIE,
deceased**

Late of the City of Erie
Executrix: Deborah Branson, 4628 Jefferson Lane, Cleveland, Ohio 44143
Attorney: None

**BUTCHKOSKY, MICHAEL J.,
deceased**

Late of Millcreek Township, County of Erie, Commonwealth of Pennsylvania
Administratrix: Melissa Butchkosky, c/o Anthony Angelone, Esquire, 818 State Street, Erie, PA 16501
Attorney: Anthony Angelone, Esquire, 818 State Street, Erie, PA 16501

**COPELAND, CAROLE M.,
deceased**

Late of the City of Erie, County of Erie, and State of Pennsylvania
Executrix: Deanna Baker
Attorney: Gerald J. Villella, Esquire, Dailey, Karle & Villella, 731 French Street, Erie, PA 16501-1207

**ECKENDORF, DR. JOHN
KIERNAN, D.C., a/k/a
DR. JOHN ECKENDORF, a/k/a
DR. JOHN K. ECKENDORF,
a/k/a JOHN ECKENDORF, a/k/a
JOHN K. ECKENDORF,
deceased**

Late of Fairview Township, Erie County, Commonwealth of Pennsylvania
Executrix: Elizabeth A. McGallis, c/o John M. Bartlett, Esq., 120 West Tenth Street, Erie, PA 16501
Attorney: John M. Bartlett, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**FULLER, STEVEN M., a/k/a
STEPHEN M. FULLER, a/k/a
STEVE M. FULLER,
deceased**

Administratrix: Nancy S. Fuller, c/o Thomas C. Hoffman, II, Esq., 120 West Tenth Street, Erie, PA 16501
Attorney: Thomas C. Hoffman, II, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**GINDY, WILLIAM J., SR., a/k/a
WILLIAM J. GINDY, a/k/a
WILLIAM GINDY,
deceased**

Late of the Township of Harborcreek
Co-Executors: Randy R. Gindy and Jacob Gindy, 8404 Rohl Road, North East, PA 16428 and Jade Gindy, 4312 Ellwood Road, New Castle, PA 16101
Attorney: Valerie H. Kuntz, Esq., 24 Main Street East, P.O. Box 87, Girard, PA 16417

**HEARD, WILLIAM JOHN, JR.,
a/k/a WILLIAM J. HEARD, JR.,
a/k/a W.J. HEARD, JR.,
deceased**

Late of Harborcreek Township, Erie County, Commonwealth of Pennsylvania
Executor: William L. Heard, 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

**JOHNSON, ELEANOR B.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Administrator: Robert Latimer, c/o W. Atchley Holmes, Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorney: W. Atchley Holmes, Esq., MARSH, SCHAAF, LLP., Suite 300, 300 State Street, Erie, PA 16507

**KANE, CAROLYN, a/k/a
CAROLYN JENKINS, a/k/a
WILLIE CAROLYN JENKINS,
deceased**

Late of the Township of Springfield
Executrix: Yvonne Payton
Attorney: Michael G. Nelson, Esquire, Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, 300 State Street, Suite 300, Erie, Pennsylvania 16507

**MOSER, KATHLEEN A.,
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania
Administrator C.T.A.: Raymond F. Moser, Jr., 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

**NELSON, CHARLES E.,
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania
Administrator: Eric McGuire, 34 Beech Hill Road, Weare, NH 03281-4315
Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**NELSON, TIFFANIE ANNE, a/k/a
TIFFANIE A. NELSON, a/k/a
TIFFANIE ANN NELSON, a/k/a
TIFFANIE NELSON,
deceased**

Late of the City of Erie, Commonwealth of Pennsylvania
Administratrix: Keyona R. Nelson, c/o Vendetti & Vendetti, 3820 Liberty Street, Erie, Pennsylvania 16509
Attorney: Richard A. Vendetti, Esquire, Vendetti & Vendetti, 3820 Liberty Street, Erie, Pennsylvania 16509

**PREGLER, FRANCES L., a/k/a
FRANCES PREGLER,
deceased**

Late of the Township of Fairview, County of Erie
Executrix: Judith C. Gido, 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

**RAKOWSKI, GREGORY B.,
deceased**

Late of Springfield Twp., Erie County, PA
Administratrix: Ashley Rakowski, c/o Kristen L. Behrens, Esq., 457 Haddonfield Rd., Ste. 700, Cherry Hill, NJ, 08002
Attorney: Kristen L. Behrens, Esq., Dilworth Paxson LLP, 457 Haddonfield Rd., Ste. 700, Cherry Hill, NJ 08002

**SIMMONS, EVA J.,
deceased**

Late of the City of Erie, Erie County, PA
Co-Executrices: Edith R. Vitti and Shirley J. Maxumczyk
Attorney: Lois M. Vitti, Esq., 663 Fifth Street, Oakmont, PA 15139

**TURNER, JOYCE A., a/k/a
JOYCE TURNER, a/k/a
JOYCE ANN TURNER,
deceased**

Late of Millcreek Township, County of Erie and Commonwealth of Pennsylvania
Executor: Michael Turner, c/o Kevin M. Monahan, Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorney: Kevin M. Monahan, Esq., MARSH, SCHAAF, LLP., Suite 300, 300 State Street, Erie, PA 16507

**TYNECKI, EDWARD R.,
deceased**

Late of Millcreek Township, Erie County, Erie, PA
Executor: Edward Robert Tynecki, Jr., c/o 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

**WALCZAK, PETER G., a/k/a
PETER GLENN WALCZAK,
deceased**

Late of the Township of Millcreek, County of Erie, and State of Pennsylvania
Co-Administrators: Kelly Walczak and Nicklaus Walczak, c/o Justin L. Magill, Esq., 821 State Street, Erie, PA 16501
Attorney: Justin L. Magill, Esquire, 821 State Street, Erie, PA 16501

**WENRICK, VIRGINIA E.,
deceased**

Late of the City of Erie, Erie County, Pennsylvania
Executor: Patrick Wenrick, c/o Martone & Peasley, 150 West Fifth Street, Erie, Pennsylvania 16507
Attorney: Joseph P. Martone, Esquire, Martone & Peasley, 150 West Fifth Street, Erie, Pennsylvania 16507

**WITTENBURG, DAVID R.,
deceased**

Late of Fairview Township, County of Erie, Commonwealth of Pennsylvania
Administratrix: Gretchen Miller, 3711 W. 14th Street, Erie, PA 16506
Attorney: None

**ZEBROWSKI, IRENE H.,
deceased**

Late of Millcreek Township, Erie County, Commonwealth of Pennsylvania
Executor: F. Charles Zebrowski, c/o Jeffrey D. Scibetta, Esq., 120 West Tenth Street, Erie, PA 16501
Attorney: Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

SECOND PUBLICATION**BARNETT, DOROTHY I., a/k/a DOROTHY IRENE BARNETT, deceased**

Late of Harborcreek Township, Erie County, Harborcreek, PA
Executrix: Cynthia L. Adams, 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

BENT, MARIE B., deceased

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Executor: Nathaniel E. Bent, 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

DONOHUE, MARJORIE A., deceased

Late of Fairview Township, County of Erie and Commonwealth of Pennsylvania
Executor: Jean M. Decker, c/o Eugene C. Sundberg, Jr., Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorney: Eugene C. Sundberg, Jr., Esq., MARSH, SCHAFF, LLP., Suite 300, 300 State Street, Erie, PA 16507

GUNKEL, ALFRED OTTO, a/k/a ALFRED O. GUNKEL, a/k/a ALFRED GUNKEL, deceased

Late of the Borough of Waterford, County of Erie and Commonwealth of Pennsylvania
Executor: Harrison C. Stackpole, c/o James J. Bruno, Esquire, 3820 Liberty Street, Erie, PA 16509
Attorney: James J. Bruno, Esquire, 3820 Liberty Street, Erie, PA 16509

JASINSKI, JOSEPH H., deceased

Late of the Township of Greene, County of Erie, Commonwealth of Pennsylvania
Executrix: Cheryl L. Mills, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506
Attorney: Matthew W. Lasher, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

LINTSEN, ELISABETH, deceased

Late of the City of Erie, County of Erie and State of Pennsylvania
Executor: Michael Anthony Diaco, 4420 Briggs Avenue, Erie, PA 16504
Attorney: Ronald J. Susmarski, Esq., 4030 West Lake Road, Erie, PA 16505

LITTLE, MARILYN G., deceased

Late of the City of Erie, Erie County, PA
Executor: Jeffrey B. Little, P.O. Box 526, Saegertown, PA 16433
Attorney: Jeffrey C. Youngs, Esq., Pepicelli, Youngs and Youngs PC, 363 Chestnut Street, Meadville, PA 16335

MILLER, SHIRLEY I., deceased

Late of Venango Township, Erie County, Wattsburg, PA
Executrix: Shirley A. Smith, 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

PIERSON, STANLEY D., a/k/a STANLEY DAVID PIERSON, a/k/a STANLEY PIERSON, a/k/a STAN PIERSON, deceased

Late of Springfield Township, County of Erie and Commonwealth of Pennsylvania
Administrator: David Pierson, c/o 504 State Street, 3rd Floor, Erie, PA 16501
Attorney: Michael J. Nies, Esquire, 504 State Street, 3rd Floor, Erie, PA 16501

REICHART, TIMOTHY D., a/k/a TIMOTHY REICHART, a/k/a TIM REICHART, deceased

Late of the City of Edinboro, Washington Township, County of Erie and Commonwealth of Pennsylvania
Executrix: Kaitlin D. Reichart, c/o 504 State Street, Suite 300, Erie, PA 16501
Attorney: Alan Natalie, Esquire, 504 State Street, Suite 300, Erie, PA 16501

SLIKER, LORRAINE R., deceased

Late of Venango Township, Erie County, Wattsburg, PA
Co-Executors: Douglas W. Sliker and Ronda Sliker-Oaks, 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

STAGE, GLADYS E., deceased

Late of the Township of North East, County of Erie, Commonwealth of Pennsylvania
Executrix: Marjorie Stage, c/o Leigh Ann Orton, Esquire, Orton & Orton, LLC, 68 East Main Street, North East, PA 16428
Attorney: Leigh Ann Orton, Esquire, Orton & Orton, LLC, 68 East Main Street, North East, PA 16428

THIRD PUBLICATION**ACKERMAN, JOSEPH J.,
deceased**

Late of Erie County
Executrix: Carol L. Chapman, c/o
 Andrew F. Gornall, Esq., 246 West
 10th Street, Erie, PA 16501
Attorney: Andrew F. Gornall,
 Esq., 246 West 10th Street, Erie,
 PA 16501

**CHASE, DANIEL P., a/k/a
DANIEL CHASE, a/k/a
DANIEL PETER CHASE, SR.,
deceased**

Late of the Township of Fairview,
 County of Erie and Commonwealth
 of Pennsylvania
Administrator: Daniel P. Chase, Jr.
Attorney: Thomas J. Minarcik,
 Esquire, ELDERKIN LAW FIRM,
 456 West 6th Street, Erie, PA
 16507

**COUSE, DORA C.,
deceased**

Late of Lawrence Park Township,
 County of Erie and Commonwealth
 of Pennsylvania
Executrix: Lisa C. Yager, c/o
 Eugene C. Sundberg, Jr., Esq.,
 Suite 300, 300 State Street, Erie,
 PA 16507
Attorney: Eugene C. Sundberg, Jr.,
 Esq., MARSH SCHAAF, LLP.,
 Suite 300, 300 State Street, Erie,
 PA 16507

**GALLAGHER, ROSE MARIE,
a/k/a ROSE M. GALLAGHER,
deceased**

Late of Millcreek Township, Erie
 County, Pennsylvania
Executrix: Lori Vitale, c/o Thomas
 C. Hoffman II, Esq., 120 West
 Tenth Street, Erie, PA 16501
Attorney: Thomas C. Hoffman II,
 Esq., Knox McLaughlin Gornall
 & Sennett, P.C., 120 West Tenth
 Street, Erie, PA 16501

**GRIMSHAW, BETTY M., a/k/a
BETTY GRIMSHAW,
deceased**

Late of Fairview Township
Executrix: Sarah E. Grimshaw,
 7 Votech Drive, Apt. 9A, Oil City,
 PA 16301
Attorney: Grant M. Yochim, Esq.,
 24 Main Street East, P.O. Box 87,
 Girard, PA 16417

**HINCKLEY, JOSEPH E.,
deceased**

Late of the City of Erie, Erie
 County, Pennsylvania
Executor: James E. Hinckley, c/o
 Robert J. Felton, Esquire, 212
 West Central Avenue, Titusville,
 PA 16354
Attorney: Robert J. Felton,
 Esquire, 212 West Central Avenue,
 Titusville, PA 16354

**HUHTA, RICHARD E.,
deceased**

Late of the City of Erie, PA
Executrix: Christine Huhta, c/o
 Malcolm L. Pollard, Esquire, 6331
 Lake Shore Dr., Erie, PA 16505
Attorney: Malcolm L. Pollard,
 Esquire, 6331 Lake Shore Dr.,
 Erie, PA 16505

**HURTA, SUSAN M.,
deceased**

Late of the City of Erie, County
 of Erie and Commonwealth of
 Pennsylvania
Executrix: Heather N. Pastuha,
 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

**LASLOW, JOHN,
deceased**

Late of the City of Erie, County
 of Erie and Commonwealth of
 Pennsylvania
Executor: Timothy P. Sullivan,
 c/o James J. Bruno, Esquire, 3820
 Liberty Street, Erie, PA 16509
Attorney: James J. Bruno, Esquire,
 3820 Liberty Street, Erie, PA
 16509

**LEWIS, JAMES L., a/k/a
JAMES LEWIS,
deceased**

Late of the City of Erie, County
 of Erie, Commonwealth of
 Pennsylvania
Executrix: Paula Bryan, 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

**MAZZA, KATHLEEN R., a/k/a
KATHLEEN MAZZA, a/k/a
KATHLEEN RUTH MAZZA,
deceased**

Late of the Township of North East,
 County of Erie, Commonwealth of
 Pennsylvania
Executor: Louis A. Mazza, c/o 337
 West 10th Street, Erie, PA 16502
Attorneys: THE FAMILY LAW
 GROUP, LLC, 337 West 10th
 Street, Erie, PA 16502

**McCAFFERTY, PATRICK M.,
deceased**

Late of the Township of Millcreek,
 County of Erie and Commonwealth
 of Pennsylvania
Administrator: Michael J.
 McCafferty
Attorney: Craig A. Zonna, Esquire,
 ELDERKIN LAW FIRM, 456
 West 6th Street, Erie, PA 16507

**NEWCOMB, ANTHONY G.,
deceased**

Late of the Township of Lake City,
 Erie County, State of Pennsylvania
Executrix: Lisa A. Newcomb-
 Mullen, 160 E. Station Square
 Drive, Apt. 414, Pittsburgh, PA
 15219
Attorney: None

**PARKER, ANN RUTH, a/k/a
ANN R. PARKER,
deceased**

Late of North East Township, Erie County, North East, PA
Executor: Christopher R. Dana, 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

**PHILLIPS, PAUL DAVID, a/k/a
PAUL D. PHILLIPS,
deceased**

Late of Millcreek Township, Erie County, PA
Administrator: Gregory A. Phillips, c/o Mary Alfieri Richmond, Esq., 502 Parade Street, Erie, PA 16507
Attorney: Mary Alfieri Richmond, Esq., 502 Parade Street, Erie, PA 16507

**RILEY, ELLEN S.,
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania
Administratrix: Denise M. Riley
Attorney: Thomas J. Minarcik, Esquire, ELDERKIN LAW FIRM, 456 West 6th Street, Erie, PA 16507

**SCOTT, CELESTINE M.,
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Administratrix: Sandra K. Scott, 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

**WALK, BARBARA LOUISE,
deceased**

Late of the Township of Fairview, PA
Executrix: Evelyn Radziszewski, c/o Malcolm L. Pollard, Esquire, 6331 Lake Shore Dr., Erie, PA 16505
Attorney: Malcolm L. Pollard, Esquire, 6331 Lake Shore Dr., Erie, PA 16505

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CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS

STEVEN M. SRNKA.....814-347-5724
Orton and Orton
68 East Main Street
North East, PA 16428..... ssrnka@ortonandorton.com



Recent Developments in Chapter 13



Friday, November 20, 2020

View Judge Keith Lundin via Zoom Conferencing
at The Will J. Schaaf & Mary B. Schaaf Education Center
429 West 6th Street, Erie, PA 16507

Registration: 11:45 a.m.

Seminar: Noon - 1:00 p.m.

Cost: \$47 - ECBA Members (Judges & Attorneys)
and their Non-attorney Staff
\$60 - Non-members

1 Hour Substantive

Presenter

Keith Lundin, Judge, United States Bankruptcy Court for the Middle District of Tennessee (Retired).

Program

As this pandemic unwinds, Chapter 13 may be the “go-to” bankruptcy solution for consumer debtors affected by COVID-19. Chapter 13 continues to produce more reported caselaw than any other area of bankruptcy practice. This interactive one hour program will focus on recent Chapter 13 decisions from the Third Circuit and from the bankruptcy court for the Western District of Pennsylvania. Materials will include summaries of recent Chapter 13 decisions from all circuits and bankruptcy courts. Interesting cases and trends from Chapter 13 practice across the country will be worked into the discussion.

Due to Gov. Tom Wolf's COVID-19 facility restrictions, the ECBA will hold programs live when possible, via Zoom or a combination of both. The Will J. Schaaf & Mary B. Schaaf Education Center can **ONLY seat 16 people**. Once that limit has been reached, the remaining registrants can participate in the CLE via Zoom.

Reservations due to the ECBA office by Friday, November 13, 2020.

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