

# Erie County Legal Journal

March 1, 2019

Vol. 102 No. 9



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102 ERIE 19 - 31

Niagara Village Limited Partnership v. HDSC08, LLC and Gilreath

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# 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

### WEDNESDAY, MARCH 6, 2019

PBA/ECBA Mock Trial District Finals  
1:00 p.m. and 3:00 p.m.  
Erie County Courthouse

### FRIDAY, MARCH 8, 2019

Young Lawyers Division Lunch with Judge Lanzillo  
Noon  
The Will J. Schaaf & Mary B. Schaaf Education Center  
\$10/ECBA member

### MONDAY, MARCH 11, 2019

Workers' Compensation Section Meeting  
Noon  
ECBA Headquarters

### TUESDAY, MARCH 12, 2019

Special Membership Meeting  
*Judicial Candidates to Speak*  
Bayfront Convention Center  
11:45 a.m. - Lunch  
12:15 p.m. - Program begins promptly  
\$27 (ECBA members)

### THURSDAY, MARCH 21, 2019

AKT Senior Fund Committee Meeting  
Noon  
ECBA Headquarters

### MONDAY, MARCH 25, 2019

ECBA Board of Directors Meeting  
Noon  
ECBA Headquarters

### WEDNESDAY, MARCH 27, 2019

ECBA Live Lunch-n-Learn Seminar  
*Fundamentals of Deed Drafting*  
The Will J. Schaaf & Mary B. Schaaf Education Center  
11:45 a.m. - Registration/Lunch  
12:15 p.m. - 1:15 p.m. - Seminar  
\$47 (ECBA members/their non-attorney staff)  
\$60 (non-members)  
1 hour substantive

### THURSDAY, MARCH 28, 2019

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



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To view PBI seminars visit the events calendar  
on the ECBA website  
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## *In Memoriam*



### **John H. Moore**

*June 17, 1945 - February 19, 2019*

*John H. Moore, Esq. passed away on February 19, 2019. He was born on June 17, 1945, in Kankakee, Illinois and then moved to Erie at a young age. He was the son of the late Florence (Betty) and John E. Moore.*

*John attended St. Luke's elementary school and Cathedral Prep, where he was the captain of the debate team. He went on to attend Canisius College and Temple University before receiving a full scholarship to The University of Pennsylvania Law School.*

*He practiced law in New York City for nine years before returning to Erie to raise a family with his wife Susan. During his time in New York, he worked for the Legal Aid Society. When John moved back to Erie, he was First Assistant District Attorney and then worked for the Public Defender's office and was in private practice.*

*He was a huge lover of life and was always the life of the party. While living in New York, John and Susan enjoyed going to the movies and to as many Broadway shows as possible. They also loved taking long trips to travel throughout Europe.*

*He was a master of the game Trivial Pursuit and was an amazing chef who loved to host parties at his home (where he often set off the most fabulous fireworks displays). John was an avid reader and followed politics, always staying up to date on the news. Upon his retirement, only a year ago, he would pick up his grandson from school and enjoyed Ian's company every afternoon.*

*In addition to his parents, he was preceded in death by his wife Susan B. Moore, his brother Stephen R. Moore, sister Nancy A. Moore, sister-in-law Rosemary A. Omniewski and niece Erin Ruecklies.*

*He is survived by his daughters Courtney Moore and Jillian Hinton (Seth) and his grandson and favorite person on the entire planet Ian Patrick Hinton. He is also survived by an extended family of cousins, nieces, nephews, and great-nieces and great-nephews.*

*Memorials may be made to the American Cancer Society in memory of his family members who suffered from cancer.*







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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA  
MOTION COURT DATES FOR JUDGE THOMAS P. AGRESTI  
ERIE AND PITTSBURGH DIVISION CASES  
**MARCH 2019 NOTICE**

The following is a list of *March 2019, April 2019 and May 2019* motion court dates and times to be used for the scheduling of motions pursuant to *Local Rule 9013-5(a)* before **Judge Thomas P. Agresti** in the Erie and Pittsburgh Divisions of the Court. The use of these dates for scheduling motions consistent with the requirements of *Local Rule 9013-5(a)* and Judge Agresti's *Procedure B(1)-(3)* summarized below and on Judge Agresti's webpage at: [www.pawb.uscourts.gov](http://www.pawb.uscourts.gov). ***The motions will be heard in the Erie Bankruptcy Courtroom, U.S. Courthouse, 17 South Park Row, Erie, PA 16501 and Courtroom C, 54th Floor, U.S. Steel Building, 600 Grant Street, Pittsburgh, PA 15219.***

Counsel for a moving party shall select one of the following dates and times for matters subject to the "self-scheduling" provisions of the *Local Bankruptcy Rules* and the Judge's procedures, insert same on the notice of hearing for the motion, and serve the notice on all respondents, trustee(s) and parties in interest. Where a particular type of motion is listed at a designated time, filers shall utilize that time, *only*, for the indicated motions(s) *unless*: (a) special arrangements have been approved in advance by the Court, or, (b) another motion in the same bankruptcy case has already been set for hearing at a different time and the moving party chooses to use the same date and time as the previously scheduled matter.

**SCHEDULE CHAPTER 13 MOTIONS ON:**

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

Wednesday, March 27, 2019	9:30 a.m.:	Open for all Erie & Pittsburgh Ch. 13 matters
Wednesday, April 17, 2019	10:00 a.m.:	Open for all Erie & Pittsburgh Ch. 13 matters
Wednesday, May 15, 2019	10:30 a.m.:	Open for all Erie & Pittsburgh Ch. 13 matters
	11:00 a.m.:	Open for all Erie & Pittsburgh Ch. 13 matters
	11:30 a.m.:	Ch. 13 Sale, Financing and Extend/Impose Stay

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

**SCHEDULE CHAPTERS 12, 11 & 7 MOTIONS ON:**

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

Thursday, March 14, 2019	9:30 a.m.:	Open for all Erie & Pittsburgh Ch. 11 matters
Thursday, April 4, 2019	10:00 a.m.:	Open for all Erie & Pittsburgh Ch. 11 matters
Thursday, April 25, 2019	10:30 a.m.:	Open for all Erie & Pittsburgh Ch. 7 matters
Friday, May 10, 2019	11:00 a.m.:	Open for all Erie & Pittsburgh Ch. 7 matters,
Thursday, May 30, 2019		including all Ch. 7 Motions to Extend/Impose Stay
	11:30 a.m.:	Ch. 11 and 7 Sale Motions and all Ch. 12 matters at this time, only

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

Michael R. Rhodes  
Clerk of Court

Mar. 1

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**REAPPOINTMENT OF A BANKRUPTCY JUDGE**

The current term of office of the Honorable Jeffery A. Deller, United States Bankruptcy Judge for the Western District of Pennsylvania at Pittsburgh, Pennsylvania is due to expire on October 5, 2019. The United States Court of Appeals for the Third Circuit is considering the reappointment of Judge Deller to a new 14-year term of office. Members of the bar and the public are invited to submit comments for consideration by the Court of Appeals regarding the reappointment of Bankruptcy Judge Jeffery A. Deller. All comments will be kept confidential and should be directed to one of the following addresses: by email at [deller\\_reappointment@ca3.uscourts.gov](mailto:deller_reappointment@ca3.uscourts.gov) or by mail to Margaret A. Wiegand, Circuit Executive, 22409 U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106. Comments must be received not later than March 16, 2019.

Feb. 15, 22 and Mar. 1, 8, 15

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**NIAGARA VILLAGE LIMITED PARTNERSHIP, Plaintiff**  
**v.**  
**HDSC08, LLC AND VALERIE S. GILREATH, Defendants**

*CIVIL PROCEDURE / PLEADINGS / GENERAL REQUIREMENTS*

With regard to missing transcripts when the appellant fails to conform to the requirements of Pa.R.A.P. Rule 1911, any claims that cannot be resolved in the absence of the necessary transcript or transcripts must be deemed waived for the purpose of appellate review.

*CONTRACTS / STATUTE OF FRAUDS*

A lease of real property for a term of more than three years must be made in writing and signed by the parties creating the lease.

*CONTRACTS / STATUTE OF FRAUDS*

The statute of frauds requiring a writing for rental leases longer than three years is a waivable defense.

*CONTRACTS / STATUTE OF FRAUDS*

It has long been established that a contract within the statute of frauds will be accorded full legal effect if those who are entitled to the protection of the statute choose to affirm the existence of the contract and recognize it as binding on them.

*DAMAGES / ATTORNEY FEES*

There can be no recovery of attorney's fees from an adverse party absent express statutory authority, agreement by the parties, or another established exception.

*DAMAGES / ATTORNEY FEES*

Parties may contract to provide for the breaching party to pay the attorney's fees of the prevailing party in a breach of contract case, but the trial court may consider whether the fees claimed to have been incurred are reasonable and may reduce the fees claimed if appropriate.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA  
 CIVIL DIVISION  
 NO. 11532 - 2016

Appearances: Angelo A. Papa, Esq. - HDSC08, LLC and Valerie S. Gilreath (Appellants)  
 Timothy D. McNair, Esq. - Niagara Village Limited Partnership (Appellee)

**OPINION**

Domitrovich, J.

February 26, 2018

This matter is before the Pennsylvania Superior Court on Defendants' HDSC08, LLC and Valerie S. Gilreath (hereinafter "Appellants") appeal from this Trial Court's Order dated November 29, 2018. Although Appellants served this Trial Court with a Concise Statement of Matters Complained of on Appeal (hereinafter "Concise Statement"), which raises six (6) issues, Appellants have failed to comply with the mandates set forth in Pa.R.A.P. 1911(a) since Appellants have failed to make any necessary payment or deposit for transcription of the court proceedings in this case pursuant to Rule of Judicial Administration 4007(D) and Erie County Rule of Judicial Administration 4007(B) (Attached are Exhibits A through E). Without the availability of the critical information that transcripts provide, this Trial Court's

ability to draft a thorough and accurate Opinion, and the Superior Court's ability to review this instant appeal, are severely hampered.

This Opinion addresses the issue of whether Appellants' Errors Complained of on Appeal requiring transcripts of the court proceedings in this case should be deemed waived for failure to make any necessary payment or deposit for said transcripts. Nevertheless, this Trial Court will also attempt to address two of the issues Appellants raised on appeal notwithstanding the absence of these transcripts: (1) whether Appellants are precluded from raising the issue concerning the validity of the Facility Lease since Appellants unqualifiedly admitted Appellants entered into the Facility Lease in their pleadings; and (2) whether the award of attorney's fees is justified pursuant to the Facility Lease and reasonable under the circumstances.

This Trial Court hereby provides the following factual and procedural background: Appellee filed a Civil Complaint in the Erie County Court of Common Pleas on June 7, 2016. Thereafter, on July 22, 2016, Appellee served a ten-day Default Notice upon Appellant Valerie S. Gilreath. Appellants filed Preliminary Objections on August 4, 2016. Appellee filed Preliminary Objections to Appellants' Preliminary Objections and a Brief in Support on August 15, 2016. Prior to the hearing on both parties' Preliminary Objections, both counsel agreed to withdraw their respective Preliminary Objections, and this Trial Court issued an Order on September 27, 2016 cancelling the hearing on the Preliminary Objections. Appellant Gilreath filed her Answer to Appellee's Complaint on September 22, 2016.

Appellee filed a Praecipe for Reference to Arbitrators on October 13, 2016. Matthew W. McCullough, Esq.; Christopher J. Sinnott, Esq.; and Jessica A. Fiscus, Esq., were chosen as Arbitrators on October 25, 2016. An Arbitration Hearing was scheduled for January 12, 2017. At the conclusion of the Arbitration Hearing, the Arbitrators found in favor of Appellee and against Appellants in the total amount of \$42,291.70.

Appellant Gilreath filed a Notice of Appeal from Award of Arbitrators on February 10, 2017. Appellee filed a Pre-trial Narrative Statement on April 4, 2017 and filed a Certification II on June 23, 2017. Appellants filed a Certification on June 26, 2017. Appellants filed their Pre-trial Narrative Statement on June 26, 2017. A Status Conference was held on July 19, 2017. Following said Status Conference, this Trial Court (1) scheduled the instant civil action for jury trial on September 15, 2017; (2) set a date for a second Status Conference on August 8, 2017; and (3) directed both counsel to provide proposed *Voir Dire* questions, Jury Instructions, and Verdict Slips on or before September 5, 2017.

A Civil Jury Trial was held on September 15, 2017, following which the jury entered judgment in favor of Appellee in the amount of \$30,684.57.

On September 22, 2017, Appellee filed its Motion for Post-Trial Relief wherein Appellee requested relief in the form of additur and attorney's fees. On the same date, Appellants filed their Motion for Reconsideration and/or Post-Trial Relief Rule 227.1. By Order dated September 25, 2017, this Trial Court scheduled a Rule to Show Cause for September 29, 2017. After this Trial Court heard oral argument by counsel at the September 29, 2017 hearing, this Trial Court directed the parties, by Order dated September 29, 2017, to submit Memoranda of Law on the relevant issues presented in said post-trial motions within fifteen days from the date of said Order.

Appellants submitted their Memorandum of Law on October 13, 2017, and Appellee filed its Memorandum of Law on October 16, 2017. Appellants thereafter filed their Motion to Strike on October 19, 2017, wherein Appellants requested this Trial Court to

strike the Memorandum of Law filed by Appellee, alleging Appellee's Memorandum of Law was purposely filed untimely as to make Appellee's Memorandum of Law a response to Appellants' Memorandum of Law. This Trial Court, by Order dated October 19, 2017, scheduled a Rule to Show Cause for November 29, 2017, on the Post-Trial Motions, the Memoranda of Law submitted by both counsel, and Appellants' Motion to Strike.

On November 29, 2017, after the scheduled hearing on Appellants' Motion to Strike and Appellee's Motion for Post-Trial Relief, by Order dated November 29, 2018, this Trial Court: (1) granted Appellee's Motion for Post-Trial Relief to the extent that this Trial Court awarded reasonable attorney's fees in the amount of \$8,124.44, but denied the remainder of Appellee's Motion for Post-Trial Relief; (2) denied Appellants' Motion for Reconsideration and/or Post-Trial Relief Rule 227.1 and Motion to Strike; and (3) directed the Erie County Prothonotary's Office to enter judgment in favor of Appellee and against Appellants in the total amount of \$38,809.01. Appellants appealed this Order dated November 29, 2017.

Appellants filed the instant Notice of Appeal to Superior Court on December 27, 2017. This Trial Court filed its 1925(b) Order on January 3, 2018 in which it directed Appellants to file their Concise Statement within twenty-one days of the date of said Order. Appellants served this Trial Court with a Concise Statement on January 22, 2018 and filed said Statement on January 24, 2018. The issues Appellants raised in their Concise Statement are difficult to decipher, and written transcripts are necessary to fully address these issues; nevertheless, this Trial Court has determined that two of the Errors Complained of by Appellants may be addressed upon review of the case record. However, the written transcripts are necessary for the remaining issues raised in Appellants' Concise Statement that reference testimony elicited during the jury trial, indicate evidentiary determinations this Trial Court made during trial, and discuss the evidence upon which the jury based Appellee's damage award. (*See* Appellants' Concise Statement at ¶ 1-5). As of the date of this Opinion, Appellants have failed to make any necessary payment or deposit as required under Pa.R.A.P. 1911(a), Rule of Judicial Administration 4007(D), and Erie County Rule of Judicial Administration 4007(B) (*See* Email from Court Reporter Samantha Reed and Three Letters from Chief Court Reporter Sylvia M. Waid to Judge Domitrovich, dated Feb. 1, 2018; Feb. 15, 2018; and Feb. 26, 2018 (Attached as Exhibits A through E)). Indeed, this Trial Court patiently waited for Appellants to make any necessary payment or deposit to the Court Reporter and monitored whether Appellants made such payment or deposit until the due date of this 1925(a) Opinion on February 26, 2018.

Although Appellants requested the trial transcripts, Appellants have failed to make any payment or deposit for the transcription of any of the court proceedings in this case pursuant to Pa.R.A.P. 1911(a), Rule of Judicial Administration 4007(D), and Erie County Rule of Judicial Administration 4007(B). Therefore, Appellants have waived any and all issues that require a transcript of said court proceedings. Under Pa.R.A.P. 1911(a), the appellant has the duty to order any and all transcripts required for review and to make any necessary deposit or payment for said transcripts:

(a) *General rule.* The appellant shall request any transcript required under this chapter in the manner and make any necessary payment or deposit therefor in the amount and within the time prescribed by Rules 4001 *et seq.* of the Pennsylvania Rules of Judicial Administration.



...

(d) *Effect of failure to comply.* If the appellant fails to take the action required by these rules and the Pennsylvania Rules of Judicial Administration for the preparation of the transcript, the appellate court may take such action as it deems appropriate, which may include dismissal of the appeal.

Pa.R.A.P. 1911(a) and (b). The Superior Court of Pennsylvania has stated: “With regard to missing transcripts, . . . [w]hen the appellant . . . fails to conform to the requirements of Rule 1911, any claims that cannot be resolved in the absence of the necessary transcript or transcripts must be deemed waived for the purpose of appellate review.” *Commonwealth v. Houck*, 102 A.3d 443,456 (Pa.Super.2014) (citing *Commonwealth v. Preston*, 904 A.2d 1, 7 (Pa.Super.2006) (“It is not proper for either the Pennsylvania Supreme Court or the Superior Court to order transcripts nor is it the responsibility of the appellate courts to obtain the necessary transcripts.”); see e.g. *Stumpf v. Nye*, 950 A.2d 1032, 1041 (Pa.Super.2008) (finding that appellant’s issue was waived where appellant failed to provide the Superior Court with a transcript of the relevant proceeding).

In this case, in the absence of transcripts of the court proceedings, this Trial Court must rely upon its own personal notes of said court proceedings in this matter. Accordingly, since this Trial Court is without complete transcripts of the record to review, this Trial Court finds Appellants have waived all issues raised in this instant appeal that require said transcripts of the court proceedings.

Notwithstanding the absence of these transcripts of the court proceedings in this case, this Trial Court will attempt to provide the following analysis with respect to the remaining Errors Complained of on Appeal regarding only two issues: (1) whether Appellants are precluded from raising the issue concerning the validity of the Facility Lease since Appellants unqualifiedly admitted Appellants entered into the Facility Lease in their pleadings; and (2) whether the award of attorney’s fees is justified pursuant to the Facility Lease and reasonable under the circumstances.

Appellants allege this Trial Court erred “in not finding that the purported lease was never signed and never contractually accepted by [Appellee] . . .” since Appellee did not affix a signature to the Facility Lease executed by the parties. (See Appellants’ Concise Statement at ¶ 2). Under Pennsylvania law, a lease of real property for a term of more than three years must be made in writing and signed by the parties creating the lease. 68 Pa.S. § 250.202. However, this statute of frauds requiring a writing for rental leases longer than three years is a waivable defense. *Blumer v. Dorfman*, 289 A.2d 463, 468 (Pa. 1972). Thus, this statute will not bar recovery if the defendant fails to raise the defense in his pleadings **or admits to the existence of a contract in pleadings or testimony.** *Target Sportswear, Inc. v. Clearfield Found.*, 474 A.2d 1142, 1150 (Pa.Super.1984). Indeed, “[i]t has long been established that a contract within the statute of frauds will be accorded full legal effect if those who are entitled to the protection of the statute choose to affirm the existence of the contract and recognize it as binding on them.” *Sferra v. Urling*, 195 A. 422,425 (Pa. 1937).

In the instant case, Appellee’s Complaint alleged that “[o]n or about July 12, 2011, Plaintiff and Defendant HDSC08, LLC entered into a facility lease, a copy of which is attached



hereto as Exhibit ‘A.’” (Appellee’s Complaint at ¶ 4). Appellants in response did not raise the affirmative defense of statute of frauds found in 68 Pa.S. § 250.202 in either its Answer to Complaint or Preliminary Objections as required under Pa.R.C.P. 1030(a) and 1032(a). On the contrary, Appellants’ Answer to Complaint expressly “ADMITTED” the allegation set forth in the fourth paragraph of Appellee’s Complaint averring Appellants and Appellee entered into a valid and binding lease agreement. (Appellants’ Answer to Complaint at ¶ 4). Therefore, Appellants have waived any issues relating to the validity of the Facility Lease.

Appellants also raise the issue of whether this Trial Court erred in awarding Appellee attorney’s fees. (See Appellants’ Concise Statement at ¶ 6). The law in Pennsylvania is well established in that Pennsylvania follows the American rule, which states there can be no recovery of attorney’s fees from an adverse party absent express statutory authority, agreement by the parties, or another established exception. *Merlino v. Delaware Cty.*, 728 A.2d 949, 951 (Pa. 1999). Thus, parties may contract to provide for the breaching party to pay the attorney’s fees of the prevailing party in a breach of contract case, but the trial court may consider whether the fees claimed to have been incurred are reasonable and may reduce the fees claimed if appropriate. *McMullen v. Kutz*, 985 A.2d 769, 776-77 (Pa. 2009). The Pennsylvania Supreme Court has set forth the “facts and factors to be taken into consideration in determining the fee or compensation” of an attorney:

[T]he amount of work performed; the character of the services rendered; the difficulty of the problems involved; the importance of the litigation; the amount of money or value of the property in question; the degree of responsibility incurred; whether the fund involved was ‘created’ by the attorney; the professional skill and standing of the attorney in his profession; the results he was able to obtain; the ability of the client to pay a reasonable fee for the services rendered; and, very importantly, the amount of money or the value of the property in question.

*In re LaRocca’s Tr. Estate*, 246 A.2d 337, 339 (Pa. 1968). Finally, the reasonableness of the fee is a matter for the sound discretion of the trial court. *Id.*

In this instant matter, the Facility Lease, which Appellants expressly admitted they entered into with Appellee as noted above, states the following in the “Event of Default”:

Landlord shall be entitled to recover from the Tenant all expenses incurred in connection with such default, including repossession costs, **reasonable attorneys’ fees**; and all reasonable expenses incurred in connection with efforts to relet the leased Premises, including cleaning, altering, advertising and brokerage commissions; and all such expenses shall be reimbursed by Tenant as Additional Rent ...

(Facility Lease at Section 18) (emphasis added). On September 22, 2017, Appellee, by and through counsel, Timothy D. McNair, Esq., filed its Motion for Post-Trial Relief wherein Appellee requested this Trial Court award Attorney McNair \$8,124.44 in reasonable attorney’s fees pursuant to Section 18 of the Facility Lease. Specifically, Appellee averred Attorney McNair expended 35.1 hours of attorney time and \$226.94 in additional expenses litigating the case. Appellee also submitted to this Trial Court a time log of the hours expended

litigating this present action. A Rule to Show Cause dated September 25, 2017 was scheduled for hearing and argument before the undersigned Judge to take place on November 29, 2017. Although the post-trial hearing and argument were held on November 29, 2017, Appellants have not requested these transcripts of said hearing and argument and also did not make any necessary payment or deposit for said transcripts. By Order dated November 29, 2017, this Trial Court granted in part and denied in part Appellee's Motion for Post-Trial Relief. Specifically, this Trial Court awarded reasonable attorney's fees to Appellee in the amount of \$8,124.44, but denied Appellee's request for additur to be added to the sum of the jury's verdict in the amount of \$16,448.50 for the buildout expenses allegedly necessitated by Appellants' premature vacation of the premises.

This Trial Court provides the following in support of the reasonableness of the attorney's fee award to Appellee: Attorney McNair expended 35.1 hours working on this case (and this Trial Court notes Attorney McNair submitted an itemization which omitted charges that were either not contemporaneously documented or removed in the exercise of billing discretion), Attorney McNair has thirty-five years of experience as a practicing attorney, and the hourly rate of \$225.00, which Attorney McNair ordinarily charges to clients in non-complex matters, is based on the fair market in the Erie County region for attorneys with similar education and experience. Although this Trial Court and the Superior Court do not have the benefit of any transcripts of said post-trial hearing, this Trial Court's review of the record even without said transcripts adequately demonstrates this Trial Court properly awarded Attorney McNair attorney's fees that were justified pursuant to the Facility Lease and are reasonable under the relevant case law as to the "facts and factors" for determining the fee or compensation of Attorney McNair. *See In re LaRocca's Tr. Estate*, 246 A.2d at 339.

Accordingly, for all of the reasons as set forth above, this Trial Court requests the Honorable Pennsylvania Superior Court to dismiss this instant appeal and respectfully requests the Pennsylvania Superior Court affirm its Order dated November 29, 2017.

**BY THE COURT**

/s/ **Stephanie Domitrovich, Judge**

**NIAGARA VILLAGE LIMITED PARTNERSHIP, Plaintiff**  
**v.**  
**HDSC08, LLC AND VALERIE S. GILREATH, Defendants**

*CIVIL PROCEDURE / PLEADINGS / GENERAL REQUIREMENTS*

A party waived all defenses and objection which are not presented either by preliminary objection, answer or reply.

*CIVIL PROCEDURE / PLEADINGS / GENERAL REQUIREMENTS*

Defenses that need not be pled are the affirmative defenses of assumption of the risk, comparative negligence and contributory negligence.

*EVIDENCE / HEARSAY*

Hearsay is not admissible except as provided by the rules of Evidence, by other rules prescribed by the Pennsylvania Supreme Court, or by statute.

*EVIDENCE / HEARSAY / EXCEPTIONS (RULES 803-804)*

Two exceptions to the rule against hearsay are business records and records of a regularly conducted activity

*EVIDENCE / HEARSAY / EXCEPTIONS (RULES 803-804)*

Whether a document should be admitted under the ‘business record’ exception is within the discretionary power of the trial court provided such is exercised within the bounds of the Uniform Act.

*DAMAGES/ QUESTIONS FOR JURY*

Assessment of damages is within the province of the jury who, as finders of fact, weigh the veracity and credibility of the witnesses and their testimony.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA  
 CIVIL DIVISION  
 NO. 11532 - 2016  
 22 WDA 2018

Appearances: Angelo A. Papa, Esq., for Appellants HDSC08, LLC and Valerie S. Gilreath  
 Timothy D. McNair, Esq., for Appellee Niagara Village Limited Partnership

**SUPPLEMENTAL OPINION**

Domitrovich, J.

December 27, 2018

This Supplemental Opinion is in response to the Pennsylvania Superior Court’s Order dated November 9, 2018, wherein the Pennsylvania Superior Court remanded jurisdiction of the instant civil case to this Trial Court in the Erie County Court of Common Pleas for the issuance of a supplemental opinion addressing the issues this Trial Court found to be waived due to the Appellants’ failure to pay for the trial transcripts before this Trial Court filed its 1925(a) Opinion dated February 26, 2018. This Trial Court incorporates by reference its Opinion dated February 26, 2018.

On January 24, 2018, Appellants filed and served this Trial Court with “Concise Statement of Errors Complained of on Appeal,” which raised six (6) issues. Due to Appellants failure to make the necessary payments or deposits for transcription of the court proceedings in

this case set forth in Pa.R.A.P. 1911 (a), Rule of Judicial Administration 4007(D), and Erie County Rule of Judicial Administration 4007(B), this Trial Court was only able to address two (2) of Appellants' six (6) issues in this Trial Court's 1925(a) Opinion dated February 26, 2018. Appellants' four (4) remaining issues are: (1) "The Court erred, in finding that the Defendants were not forced out of the purported leasehold, that they were not justified, and that they were not constructively evicted. The Plaintiff readily admitted that he didn't want 'these kind of people' around (substance abuse impaired patients of the Defendants) and that he forced the Defendants out early for discriminatory reasons"; (2) whether this Trial Court "egregiously erred in permitting hearsay evidence concerning over \$23,000.00 in renovation and repair expenditures of the Plaintiffs, which were improperly permitted to be added to damages, without giving the Defendants the opportunity to cross-examine to [sic] party presenting the bill, the contractors"; and (3) "The Court erred [sic] in finding that over \$22,500 of the verdict arose from an allegation that these 'build-out' sums were reasonable, due and owing because of the contract, and validly necessary, such that these damages could be assigned to the Defendants, and by derivative, to the defendant, Dr. Valerie Gilreath, when they were not reasonable sums and not due and owing"; and (4) "Even if the Plaintiff was owed any funds, which Defendants vehemently dispute, the Court erred [sic] in the amount awarded to Plaintiff for allegedly unpaid rent as the amount was factually incorrect." This Trial Court provides the following analysis:

Appellants' first issue concerns whether Appellants waived defenses of being "forced out of the purported leasehold," justification, and constructive eviction, which were not pled. Under Pennsylvania Rule of Civil Procedure Rule 1032(a):

A party *waives all defenses* and objections *which are not presented either by preliminary objection, answer or reply*, except a defense which is not required to be pleaded under Rule 1030(b), the defense of failure to state a claim upon which relief can be granted, the defense of failure to join an indispensable party, the objection of failure to state a legal defense to a claim, the defenses of failure to exercise or exhaust a statutory remedy and an adequate remedy at law and any other nonwaivable defense or objection.

Pa.R.Civ.P. 1032(a)(emphasis added). Defenses that need not be pled are "the affirmative defenses of assumption of the risk, comparative negligence and contributory negligence." Pa.R.Civ.P. 1030(b).

In the instant case, on the morning of the jury trial, this Trial Court reviewed with both counsel the proposed jury instructions. Appellee's counsel raised objections to Appellants' proposed jury instructions as this was the first time Appellants raised the issues of justification and constructive eviction, as demonstrated henceforth:

**MR. MCNAIR:** In reviewing the proposed jury instructions submitted by the Defendant, they have an instruction on justification. That's not a defense that was pleaded. That is not the answer that was pleaded. It does not set forth any facts that would support that defense. It's not an issue that we've had notice of and we would ask that you rule in limine that the Defendant be precluded from offering any evidence or arguing to the jury that Dr. Gilreath was justified in terminating the lease.

**THE COURT:** And it was never pled?

**MR. MCNAIR:** Never pled. There's no facts that would support it that have been pled.

**THE COURT:** Very well. Counsel?

**MR. PAPA:** Yes, your Honor. My response is, and I would ask the Court to take judicial notice of the nine-paragraph complaint that basically we answered sufficiently and would not - we would not need to do that. I was trying to help the Court with a joint jury instruction anticipating where he was going and anticipating that we could have that defense afterwards, Your Honor, as a rebuttal. And I don't think - he's putting the cart before the horse right now on that issue because he hasn't even presented his case.

**THE COURT:** But you have not pled it, counsel.

**MR. PAPA:** *I certainly have not pled it*, I was under no obligation to plead it when you look at their nine-paragraph complaint. Paragraph 6 basically gets to the substance, on or about June 14 in breach of then provision of the lease, Defendant abandoned their occupancy.

(Notes of Testimony, Jury Trial- A.M. Session, September 15, 2017, at pg. 2:19-3:25 ("N.T.1")) (emphasis added). Appellee's counsel then addressed the issue of constructive eviction being raised for the first time by Appellants:

**MR. MCNAIR:** I did have one other item, Your Honor. The proposed jury instructions make reference to the defense of constructive eviction. Again, no facts have ever been pleaded that would support that defense and it would simply confuse the jury to even talk about it. So, I would ask that in limine you rule that the Defendant shall not be permitted to discuss or argue that he was constructively evicted.

**MR. PAPA:** Your Honor, we haven't got to argument yet and I'll gladly have him revisit this issue, but I think that's something that should come up later depending on what their case is. I only submitted those proposed jury instruction thinking he would agree with them and we can argue over what jury instruction should say or not say or whatever I'm going to raise at the time. I certainly won't do it in front of the jury to hurt the trial I think that would be in advance and premature, his request, at this time.

**MR. MCNAIR:** Well, Your Honor, my motion is not directed to jury instruction, it's directed to what appears to be an attempt to ambush the Plaintiff with some convoluted and unsupported argument of constructive eviction.

**MR. PAPA:** I recognize that it's unsupported at this time. I withdraw my request for jury instruction and will resubmit them again later, after the evidence is done and we can see where we're at.

**MR. MCNAIR:** And again, I'm not talking about jury instruction, I'm talking about trying to put evidence in front of the jury or argue constructive eviction, which is a fairly complicated topic and it hasn't been raised by the pleadings and has not been explored by the parties in discovery or at the prior hearing in this case.

**THE COURT:** Never raised, counsel, nothing in here. You are forbidden to talk about constructive eviction. You have not raised it in your pleadings, none of your pleadings have given him advance notice, so it's not allowed.

(N.T.1 at 18:14-20:5). As illustrated above, Appellants' counsel admitted on the record he did not plead the issues of justification and constructive eviction. Further, as to the issue of whether Appellants were forced out of the leasehold, after review of Appellants' Preliminary Objections, Answer, Pre-Trial Narrative, and even the transcript of the Status Conference on July 19, 2017, Appellants' counsel never raised this issue prior to the morning of the jury trial. Because Appellants failed to raise properly the issues of being forced out of the leasehold, justification and constructive eviction, this Trial Court properly ruled on these issues as being waived by the Appellants as per the Pennsylvania Rules of Civil Procedure Rule 1030.

Appellants' second issue concerns whether this Trial Court erred in permitting the introduction of evidence of a business record sent to Appellants' counsel, showing the amount owed to Appellee, from Appellee's property manager as a part of his regularly conducted activities. "Hearsay is not admissible except as provided by these rules, by other rules prescribed by the Pennsylvania Supreme Court, or by statute." Pa.R.E. 802. Two such exceptions to the rule against hearsay are business records and records of a regularly conducted activity. *See* 42 Pa.C.S.A. § 6108; Pa.R.E. 803(6).

When determining whether evidence presented to a court is considered a business record, the Uniform Business Records as Evidence Act provides:

A record of an act, condition or event shall, insofar as relevant, be competent evidence if the custodian or other qualified witness testifies to its identity and the mode of its preparation, and if it was made in the regular course of business at or near the time of the act, condition or event, and if, in the opinion of the tribunal, the sources of information, method and time of preparation were such as to justify its admission.

42 Pa.C.S.A. § 6108(b). "Whether a document should be admitted under the 'business record' exception is within the discretionary power of the trial court provided such is exercised within the bounds of the Uniform Act." *Thomas v. Allegheny & E. Coal Co.*, 455 A.2d 637, 640 (1982). The requirements for Records of a Regularly Conducted Activity are similar to the rule regarding the Uniform Business Records as Evidence:

(6) Records of a Regularly Conducted Activity. A record (which includes a memorandum, report, or data compilation in any form) of an act, event or condition if:

(A) the record was made at or near the time by-or from information transmitted by-someone with knowledge;

(B) the record was kept in the course of a regularly conducted activity of a “business”, which term includes business, institution, association, profession, occupation, and calling of every kind, whether or not conducted for profit;

(C) making the record was a regular practice of that activity;

(D) all these conditions are shown by the testimony of the custodian or another qualified witness, or by a certification that complies with Rule 902(11) or (12) or with a statute permitting certification; and

(E) the opponent does not show that the source of information or other circumstances indicate a lack of trustworthiness.

Pa.R.E. 803(6).

In the instant case, Appellants objected to Appellee’s “Exhibit B” (Attached hereto as “Exhibit B”). Appellee’s “Exhibit B” is a demand email sent to an attorney representing Appellants in January 2015, containing an itemized list and amounts Appellants owed to Appellee as a result of the breach of the lease along with documentation. The email in “Exhibit B” was sent by Mr. Randy Rydzewski, Associate Broker, Manager, Howard Hanna Commercial, on January 5, 2015. Mr. Rydzewski, who was Appellee’s sole witness at the jury trial, indicated:

**THE WITNESS:** I wrote to -

**THE COURT:** Okay.

**THE WITNESS:** - Dr. Gilreath and sent the same letter to his home address in Arizona and his office address in Arizona as well.

**BY MR. MCNAIR:**

**Q.** Did you receive any response to that?

**A.** Response came from another attorney, Joel Snavelly, in Erie that he is now representing Dr. Gilreath and all future correspondence should flow to doctor - or excuse me, to Attorney Snavelly.

**MR. PAPA:** Your Honor, I would ask for an offer of proof.

**MR. MCNAIR:** Your Honor, this is a tabulation of the balance of - that was due on the lease as of January 5, 2015. It was transmitted to doctor to the defendant’s legal representative, Joel Snavelly, with supporting documentation.

**THE COURT:** Very well.



(Notes of Testimony, Jury Trial- p.m. session, September 15, 2017, at pg., 45:8-46: 1 (“N.T.2”)).

After this testimony and an objection by Appellants’ counsel, this Trial Court made the following determination:

**THE COURT:** Yes, they’re receipts and they show, yes, and he’s offering them under oath and they’re admitted. Okay, go ahead.

(N.T.2 at 46:21-23). Here, Exhibit B was admitted as evidence because the creator and custodian of this document was the witness, Randy Rydzewski, manager of the property, who stated the identity and mode of Exhibit B’s preparation, and that Exhibit B was made near the time of the condition of having the property remodeled. The document was created in an attempt to collect unpaid expenses from the Appellants’ breach of the lease in the course of regularly conducted activity of managing this property; the document was created only a few weeks after the remodeling work was completed; and after being advised from Appellant’s attorney at the time that all communication should flow through the attorney. Finally, the sources of information as well as the method and time of preparation were such as to justify Exhibit B’s admission. Therefore, Exhibit B was properly admitted into evidence by this Trial Court.

This Trial Court will jointly address Appellant’s third and fourth issues as both ultimately involve jury questions. It is the province of the jury to weigh evidence and decide damages. “Assessment of damages is within the province of the jury who, as finders of fact, weigh the veracity and credibility of the witnesses and their testimony.” *McManamon v. Washko*, 906 A.2d 1259, 1280 (Pa. Super. 2006) (citing *Dranzo v. Winterhalter*, 577 A.2d 1349 (Pa. Super. 1990))

When reviewing an award of damages, we are mindful that:

The determination of damages is a factual question to be decided by the fact-finder. The fact-finder must assess the testimony, by weighing the evidence and determining its credibility, and by accepting or rejecting the estimates of the damages given by the witnesses.

Although the fact-finder may not render a verdict based on sheer conjecture or guesswork, it may use a measure of speculation in estimating damages. The fact-finder may make a just and reasonable estimate of the damage based on relevant data, and in such circumstances may act on probable, inferential, as well as direct and positive proof.

*J.J. DeLuca Co. v. Toll Naval Assocs.*, 56 A.3d 402, 417-18 (Pa. Super. 2012) (citing *Liss & Marion, P.C. v. Recordex Acquisition Corp.*, 937 A.2d 503, 514 (Pa. Super. 2007)). “[T]he jury’s verdict may be set aside if it is the product of passion, prejudice, partiality, or corruption, or if it is clear the verdict bears no reasonable relationship to the loss suffered by the plaintiff based on the uncontroverted evidence presented.” *Carroll v. Avallone*, 939 A.2d 872, 874 (2007) (citing *Kiser v. Schulte*, 648 A.2d 1 (1994)).



Appellants are appealing from an award by a jury. Appellants raised the issue during trial as to whether the “build-out” fees were reasonable; in fact Appellants’ counsel acknowledged that reasonableness is a question for the jury.

**MR. PAPA:** To protect the record, I would orally move that all defendants owe nothing. I would direct that certainly Dr. Gilreath owes nothing. Third, my argument is that nobody owes at the very least 6500, and I think 16,000 at the constantly accruing interest, and I wanted to preserve the record that I made that motion before I put my case on.

**THE COURT:** Very well.

**MR. MCNAIR:** Your Honor, I believe that those are all provided for in the lease and that we’ve proved the lease and we’ve proved the breach and we’ve proved our entire damages. I would move that you direct a verdict in favor of the plaintiff. Or maybe that’s a little aggressive. I would ask that you deny the plaintiff’s motion - or the defendant’s motion.

**THE COURT:** Thank you.

**MR. PAPA:** I understand the reasonableness is a jury question.

**THE COURT:** Yes, and it’s denied, but you protected the record. Are you going to give your opening statement like you said?

(N.T.2 at 119:13-120:10).

First, it should be noted this Trial Court is neither the finder of fact nor does it determine damages at a jury trial. The jury heard the testimony and made its decision, and no evidence was presented by Appellants that the jury award was a product of passion, prejudice, partiality, or corruption. Furthermore, the jury awarded Appellee \$30,684.57; however, the Appellee presented evidence demonstrating that it could seek damages as high as nearly \$70,000, but rather was seeking the maximum amount of damages of \$46,000. (N.T.2 at 178:23). This demonstrates the award has a reasonable basis in loss to the Appellee based upon the evidence heard by the jury and therefore the award should not be disturbed.

Accordingly, for all of the reasons set forth above and in this Trial Court’s original 1925(a) Opinion dated February 26, 2018, which is incorporated by reference, this Trial Court requests the Honorable Pennsylvania Superior Court to dismiss this instant appeal and respectfully requests the Pennsylvania Superior Court affirm the jury award and this Trial Court.

**BY THE COURT**

/s/ **Stephanie Domitrovich, Judge**

**NON-PRECEDENTIAL DECISION – SEE SUPERIOR COURT I.O.P. 65.37**

**NIAGARA VILLAGE LIMITED PARTNERSHIP**

**v.**

**HDSC08, LLC AND VALERIE S. GILREATH, Appellants**

IN THE SUPERIOR COURT OF PENNSYLVANIA

No. 22 WDA 2018

Appeal from the Judgment Entered November 30, 2017

In the Court of Common Pleas of Erie County

Civil Division at No(s): No. 11532-2016

BEFORE: BOWES, J., OTT, J., and KUNSELMAN, J.

MEMORANDUM BY OTT, J.:

FILED FEBRUARY 06, 2019

HDSC08, LLC and Valerie S. Gilreath (hereinafter “Tenant”) appeal from the judgment entered November 30, 2017, in the Erie County Court of Common Pleas in favor of Niagara Village Limited Partnership (hereinafter “Landlord”). The trial court entered judgment in the amount of \$38,809.01, following a jury verdict for Landlord in this action to recover damages for breach of a commercial lease. On appeal, Tenant contends the trial court erred or abused its discretion in: (1) precluding Tenant from arguing it was constructively evicted from the premises; (2) precluding Tenant from arguing the lease was never signed by Landlord; (3) permitting hearsay evidence in support of Landlord’s purported damages; and (4) awarding counsel fees to Landlord. For the reasons below, we affirm.

We have gleaned the following facts from the record. On July 12, 2011, Landlord entered into a commercial lease with Tenant for a medical office in Erie, Pennsylvania.<sup>1</sup> The lease was for a term from August 1, 2011, until December 31, 2016. In February of 2014, Tenant informed Landlord that it intended to move to Arizona. Under the terms of the Lease, the Tenant was not permitted to sublet the office “without Landlord’s prior written consent, which consent shall be in Landlord’s sole judgment[.]” Complaint, 6/7/2016, Exhibit A, Facility Lease, 7/12/2011, at ¶ 16. Although Tenant produced two potential sub-tenants, neither were accepted by Landlord. In June of 2014, Tenant abandoned the premises, moved out of state, and neglected to pay any further rent.

On June 7, 2016, Landlord filed a complaint against Tenant seeking damages as a result of Tenant’s breach of the lease.<sup>2</sup> After both parties filed preliminary objections and later withdrew them, Tenant filed an answer to the complaint on September 22, 2016. The case proceeded to an arbitration hearing on January 12, 2017. That same day, the arbitrators entered an award in favor of Landlord and against Tenant in the amount of \$42,291.70. Tenant filed a timely appeal to the Erie County Court of Common Pleas.

<sup>1</sup> The Lease lists the tenant as HDSC08. Valerie Gilreath, the doctor operating the office, signed a separate Guaranty of Lease.

<sup>2</sup> The damages sought included, *inter alia*, unpaid rent, improvements required for a new tenant, and a leasing commission.

Following a trial, on September 15, 2017, a jury found for Landlord, and awarded damages in the amount of \$30,684.57, against Tenant. Both Landlord and Tenant filed timely post-trial motions. Tenant challenged the trial court's exclusion of certain defenses and its admission of hearsay evidence of damages. Landlord sought an additur and attorneys' fees. On November 29, 2017, the trial court conducted a hearing on the motions for post-trial relief, and, thereafter, entered an order: (1) denying Tenant's post-trial motions and Landlord's request for an additur, and (2) granting Landlord's request for attorneys' fees in the amount of \$8,124.44. The court also entered judgment for Landlord in the amount of \$38,809.01. This timely appeal followed.<sup>3</sup>

On February 27, 2018, the trial court filed an opinion, noting that although Tenant had requested the trial transcript, it "failed to make any payment or deposit for the transcription of any of the court proceedings in this case pursuant to Pa.R.A.P. 1911(a), Rule of Judicial Administration 4007(D), and Erie County Rule of Judicial Administration 4007(B)." Trial Court Opinion, 2/26/2018, at 5. Therefore, the court concluded Tenant had waived most of its claims on appeal. *See Id.* at 6. Nevertheless, the court was able to address two of Tenant's issues which did not require review of the transcript. *See Id.* at 6-10 (addressing claims that (1) the lease was unenforceable because the copy attached to the complaint was not signed by Landlord, and (2) the award of attorneys' fees was improper). Sometime after the court authored the opinion, Tenant submitted payment for the trial transcripts, and they were included in the certified record that was provided to this Court on appeal. Therefore, on November 9, 2018, we remanded the case to the trial court, so that it could issue a supplemental opinion, addressing the claims it found waived based upon the lack of a transcript. The court then filed a supplemental opinion on December 27, 2018.

Tenant raises the following claims on appeal:

- 1) the trial court erred in precluding Tenant from presenting evidence that it was justified in breaking the lease based upon Landlord's constructive eviction;
- 2) the trial court erred in precluding Tenant from arguing the lease was not legally binding because it was not signed by Landlord;
- 3) the trial court erred in permitting Landlord to prove damages by impermissible hearsay;
- 4) the court erred in awarding Landlord attorneys' fees; and
- 5) the trial court abused its discretion by failing to enter judgment for Tenant.

*See* Tenant's Brief at 18, 23-24, 26-27.<sup>4</sup>

<sup>3</sup> On January 3, 2018, the trial court ordered Tenant to file a concise statement of errors complained of on appeal pursuant to Pa.R.A.P. 1925(b). Tenant complied with the court's directive and filed a concise statement on January 24, 2018.

<sup>4</sup> We note Tenant lists two additional claims in the statement of questions involved section of its brief: (1) the court erred in finding that "over \$22,500" of "build-out" sums" included in the verdict was reasonable and necessary; and (2) the amount of unpaid rent was "factually incorrect." Tenant's Brief at 8. However, neither of these claims are addressed in the argument portion of Tenant's brief. Accordingly, they are waived on appeal. *See Kessler v. Pub. Document's Pen Register & Wire Taps*, 180 A.3d 406, 410 (Pa. Super. 2018).

It is well-settled that “we review challenges to the trial court’s evidentiary rulings for an abuse of discretion.” *MB Fin. Bank v. Rao*, \_\_ A.3d \_\_ , \_\_ , 2018 PA Super 353, \*3 (Pa. Super. Dec. 24, 2018). Our review of a court’s decision to permit attorneys’ fees is also limited to whether the court abused its discretion. *See Krishnan v. Cutler Grp., Inc.*, 171 A.3d 856, 871 (Pa. Super. 2017).

Upon our review of the record, the parties’ briefs, and the relevant statutory and case law, we conclude the trial court thoroughly addressed and properly disposed of Tenant’s first four issues on appeal in its original and supplemental opinions. *See* Trial Court Opinion, 2/26/2018, at 6-10; Supplemental Opinion, 12/27/2018, at 2-7 (finding (1) Tenant waived claim that it was justified in breaking the lease or constructively evicted from the premises when it failed to plead either defense in new matter pursuant to Pa.R.C.P. 1030(a); (2) Tenant waived argument that the lease was never signed by Landlord when (a) it failed to raise statute of frauds claim in new matter, and (b) admitted it entered into a lease with Landlord in its answer; (3) evidence of a demand email, accompanied by receipts of damages, was properly admitted as a business record to prove Landlord’s damages, when the manager of the property, who created the document, testified; and (4) award of attorneys’ fees was both provided for in the lease, and reasonable based upon testimony provided at the post-trial hearing). Accordingly, we rest on the court’s well-reasoned bases.

With regard to Tenant’s fifth claim, we find it is simply a restatement of its first two issues. Indeed, Tenant asserts, without citation to the record or any authority, that the court was “incorrect” in refusing to grant a compulsory nonsuit, directed verdict, or binding instructions in its favor based upon the fact it was constructively evicted from the office and/or the lease was never signed by the Landlord. Tenant’s Brief at 27-28. As we have already determined these claims are meritless, Tenant’s fifth issue similarly fails.

Judgment affirmed.

Judgment Entered.

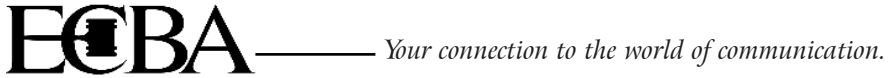
/s/ Joseph D. Seletyn, Esq.

Prothonotary

Dated: 2/6/2019

# *Erie County Bar Association*

## *Videoconferencing Services*



### WHAT IS VIDEOCONFERENCING?

Videoconferencing, sometimes called teleconferencing, brings together people at different locations around the country and around the world. Our videoconferencing site can connect with one location or with multiple locations, providing an instantaneous connection to facilitate meetings, interviews, depositions and much more.

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\$185/hour - M-F, 8:30 a.m. - 5:00 p.m.

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\$150/hour - M-F, 8:30 a.m. - 5:00 p.m.

\$200/hour - M-F, all other times, weekends



**ACTION TO QUIET TITLE  
IN THE COURT OF COMMON  
PLEAS OF ERIE COUNTY,  
PENNSYLVANIA  
NO. 10432 - 2019**

**BENJAMIN FOUGHT and  
EMILY FOUGHT, Plaintiffs**

**v.**

**OLAF E. PARK, AUDREY PARK,  
EDNA R. PARK and JUNE A.**

**BRAKEMAN, Defendants**

**LEGAL NOTICE**

**ACTION TO QUIET TITLE**

To: OLAF E. PARK, AUDREY PARK, EDNA R. PARK and JUNE A. BRAKEMAN, their heirs, executors, successors and/or assigns, Defendants

You have been sued in Court. If you wish to defend against the claims set forth in the Complaint you must take action within twenty (20) days after this publication by entering a written appearance personally or by an 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 the relief requested by the Plaintiff. You may lose money, property or other rights important to you.

You should take this notice to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following to find out where you can get legal help.

Lawyers Referral Service

P.O. Box 1792

Erie, PA 16507

(814) 459-4411

Monday-Friday

8:30 a.m. to 3:00 p.m.

The Complaint, filed in the Court of Common Pleas of Erie County, Pennsylvania at No. 10432 - 2019, alleges that the Plaintiffs, Benjamin Fought and Emily Fought are the owners of the following parcel of property:

**9750 Griffey Road, Township  
of Conneaut, County of Erie,  
Pennsylvania**

**Erie County Tax ID  
# 04015037000200 &  
04015037000202**

The Court has ordered that notice to this action may be given by publication so that title to the property may be adjudicated. The Complaint requests the Court to decree that title to the property is free and clear of any claim or interest of any of the said Defendants, their heirs, executors, successors and/or assigns, and that said Defendants, their heirs, executors, successors and/or assigns be barred forever from asserting any right, title and interest in and to the property inconsistent with the interest and claim of the Plaintiffs unless an action of ejectment is brought within thirty (30) days of the Court's Order.

**BLAKELY & BLAKELY, LLC**

By Richard A. Blakely

Mar. 1

**CHANGE OF NAME NOTICE**

In the Court of Common Pleas of Erie County, Pennsylvania 10416-19 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Brian A. Ensign to Brian A. Metz Ensign.

The Court has fixed the 25th day of March, 2019 at 9:00 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.

Mar. 1

**CHANGE OF NAME NOTICE**

In the Court of Common Pleas of Erie County, Pennsylvania 10487-2019 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Tonia Nicole Lombardozi-DeHaven to Tonia Nicole Lombardozi.

The Court has fixed the 2nd day of April, 2019 at 3:30 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.

Mar. 1

**CHANGE OF NAME NOTICE**

In the Court of Common Pleas of Erie County, Pennsylvania 10512-19 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Ileana Marie Majczyk to Castar Rylie Waide.

The Court has fixed the 1st day of April, 2019 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.

Mar. 1

**FICTITIOUS NAME NOTICE**

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

**FICTITIOUS NAME NOTICE**

An application for registration of the fictitious name Erie County Construction, 13078 Union Rd., Waterford, PA 16441 has been filed in the Department of State at Harrisburg, PA, File Date 01/15/2019 pursuant to the Fictitious Names Act, Act 1982-295. The name and address of the person who is a party to the registration is Brandon C. Young, 13078 Union Rd., Waterford, PA 16441.

Mar. 1

**FICTITIOUS NAME NOTICE**

NOTICE IS HEREBY GIVEN pursuant to Section 311(g) of the Fictitious Name Act as follows:

1. The fictitious name is Maguire Healthy Vending.

2. The principal place of business to be carried on under the fictitious name is 4012 Freeman Road, Erie, PA 16510.

3. The name and address of the party to the registration is PD Maguire Enterprises, LLC 4012 Freeman Road, Erie, PA 16510.

4. An application for registration of the above fictitious name was filed with the Pennsylvania Department of State under the Fictitious Name Act on February 19, 2019.

Ryan W. French, Esquire  
Pope, Drayer, French & Heeter, P.C.  
10 Grant Street, Suite B  
Clarion, PA 16214

Mar. 1

**INCORPORATION NOTICE**

Family Church Erie, Inc. hereby gives notice that articles of incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania, under the provision of the Pennsylvania Business Corporation Law of 1988. The purpose for which the corporation has been formed is for non profit.

Mar. 1

**NOTICE OF INTENTION TO  
WITHDRAW FROM DOING  
BUSINESS**

Insight Medical Communications Inc. with a commercial registered office provider in care of Corporate Creations Network Inc. in Erie County does hereby give notice of its intention to withdraw from doing business in this Commonwealth. The address to which any proceeding may be sent is 100 Park Ave., 4th Floor, New York, NY 10017. This shall serve as official notice to creditors and taxing authorities.

Mar. 1

**LEGAL NOTICE**

Court of Common Pleas  
Erie County, Pennsylvania  
Civil Action-Law  
No. 2018-11691  
Notice of Action in  
Mortgage Foreclosure  
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, Heidi N. Weinberg, Known Heir of Jeremy J.J. Weinberg, Deceased, 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  
To the Defendant(s), Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest From or Under Jeremy J.J. Weinberg, Deceased: TAKE NOTICE THAT THE Plaintiff, Specialized Loan Servicing LLC has filed an action Mortgage Foreclosure, as captioned above. **NOTICE:** IF YOU WISH TO DEFEND, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE YOUR DEFENSES OR OBJECTIONS 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 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. Erie County Lawyer Referral & Info. Service, P.O. Box 1792, Erie, PA 16507. Christopher A. DeNardo, Kristen D. Little, Kevin S. Frankel, Samantha Gable, Nicole B. LaBletta, Leslie J. Rase, Alison H. Tulio & Katherine M. Wolf, Attys. for Plaintiff, Shapiro & DeNardo, LLC, 3600 Horizon Dr., Ste. 150, King of Prussia, PA 19406, 610.278.6800.

Mar. 1



**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

**MARCH 22, 2019  
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

Mar. 1, 8, 15

**SALE NO. 1**

**Ex. #12597 of 2018**

**E.C. & E.E. EMPLOYEES  
FEDERAL CREDIT UNION,  
now by merger ERIE FEDERAL  
CREDIT UNION, Plaintiff  
v.**

**STEFANIE ALENE YOUNG also  
known as STEFANIE ALENE  
ROSENQUEST, Defendant**

**DESCRIPTION**

By virtue of Writ of Execution filed at No. 12597 - 2018, E.C. & E.E. EMPLOYEES FEDERAL CREDIT UNION, now by merger ERIE FEDERAL CREDIT UNION vs. STEFANIE ALENE YOUNG also known as STEFANIE ALENE ROSENQUEST, owner of the following properties identified

below:

1) Situate in the City of Erie, County of Erie, and Commonwealth of Pennsylvania at 730 East 11th Street, Erie, Pennsylvania 16503: Assessment Map No.: 15-020-035.0-234.00  
Assessed Value Figure: \$37,400.00  
Improvement Thereon: Two-Family Dwelling  
Michael S. Jan Janin, Esquire  
Pa. I.D. No. 38880  
The Quinn Law Firm  
2222 West Grandview Boulevard  
Erie, PA 16506  
(814) 833-2222

Mar. 1, 8, 15

**SALE NO. 2**

**Ex. #12736 of 2018**

**KeyBank, NA s/b/m First  
Niagara Bank, NA, Plaintiff  
v.**

**MELINDA J. MOFFITT  
AKA MELINDA MOFFIT,  
Defendant(s)**

**DESCRIPTION**

All that certain piece or parcel of land situate in the City of Erie, County of Erie and State of Pennsylvania, bounded and described as follows, to-wit:  
Being Lots Nos. Fifty-six (56) and Fifty-seven (57) in the Plan of Lots known as Lindy Subdivision, being a part of Tract No. 8, of the Third Section of the original Town of Erie, recorded in Map Book No. 3, pages 140-141.

APN: 19062013020700

PROPERTY ADDRESS: 1925 West 24th Street, Erie, PA 16502

KML Law Group, P.C.

Attorney for Plaintiff

Suite 5000 - BNY Independence Center, 701 Market Street

Philadelphia, PA 19106

(215) 627-1322

Mar. 1, 8, 15

**SALE NO. 3**

**Ex. #12326 of 2017**

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION,  
AS TRUSTEE FOR FIRST  
FRANKLIN MORTGAGE  
LOAN TRUST, MORTGAGE  
LOAN ASSET-BACKED  
CERTIFICATES, SERIES 2005-**

**FF6, Plaintiff**

v.

**The Unknown Heirs of Harry W. Watkins, Jr., Deceased, James Watkins, Solely in His Capacity as Heir of Harry W. Watkins, Jr., Deceased, Joanthan [sic] Watkins, Solely in His Capacity as Heir of Harry W. Watkins, Jr., Deceased, Wanda Watkins, Solely in Her Capacity as Heir of Harry W. Watkins, Jr., Deceased, Harry Watkins, III, Solely in His Capacity as Heir of Harry W. Watkins, Jr., Deceased, Defendant(s)**

**DESCRIPTION**

ALL THAT CERTAIN PLACE OR PARCEL OF LAND SITUATE IN THE CITY OF ERIE, COUNTY OF ERIE AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT IN THE EAST LINE OF FRENCH STREET DISTANT ALONG SAME NORTHWARD EIGHTY-FIVE (85) [PLUS .06 FOOT PRO-RATED SURPLUSAGE IN BLOCK] FEET FROM THE INTERSECTION OF SAID LINE WITH THE NORTH LINE OF TWENTY-FIFTH STREET; THENCE RUNNING EASTWARD, PARALLEL WITH TWENTY-FIFTH STREET, ONE HUNDRED TWENTY (120) FEET; THENCE NORTHWARD, PARALLEL WITH FRENCH STREET, THIRTY-FIVE (35) FEET [PLUS .03 FOOT PRO-RATED SURPLUSAGE IN BLOCK]; THENCE WESTWARD, PARALLEL WITH TWENTY-FIFTH STREET, ONE HUNDRED TWENTY (120) FEET TO THE EAST LINE OF FRENCH STREET; AND THENCE SOUTHWARD, ALONG SAME, THIRTY-FIVE (35) FEET [PLUS .03 FOOT PRO-RATED SURPLUSAGE IN BLOCK] TO THE PLACE OF BEGINNING; HAVING ERRECTED THEREON A FRAME DWELLING HOUSE. BEING PARCEL NUMBER 18-5007-221  
PROPERTY ADDRESS: 2417 French Street, Erie, PA 16503



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

Mar. 1, 8, 15

**SALE NO. 4**

Ex. #12047 of 2018

**WILMINGTON SAVINGS  
FUND SOCIETY, FSB, D/B/A  
CHRISTIANA TRUST, NOT  
INDIVIDUALLY BUT AS  
TRUSTEE FOR PRETIUM  
MORTGAGE ACQUISITION  
TRUST, Plaintiff**

v.

**Cody Mora as Administratrix of  
the Estate of Daniel Leroy Way,  
Deceased, Defendant(s)**

**DESCRIPTION**

ALL that certain lot or piece of  
ground situate in the FIRST WARD  
OF THE CITY OF CORRY, County  
of ERIE and Commonwealth  
of Pennsylvania, bounded and  
described as follows, to-wit:

BEGINNING at a point in the center  
of South Street 220.5 feet west of  
the intersection of South Street with  
the center of Summer Street; thence  
South a distance of 173.5 feet to a  
stake; thence West a distance of  
50.0 feet to a stake; thence northerly  
a distance of 173.50 feet along the  
east line of land deeded now or  
formerly to William H. Jackman;  
thence easterly along the center line  
of South Street a distance of 50.0  
feet to the place of beginning.

IDENTIFIED as Tax/Parcel  
ID #: 5-28-189-9 in the Deed  
Registry Office of ERIE County,  
PENNSYLVANIA.

PROPERTY ADDRESS: 550 East  
South Street, Corry, PA 16407

KML Law Group, P.C.

Attorney for Plaintiff

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

Mar. 1, 8, 15

**SALE NO. 5**

Ex. #11621 of 2018

**PENNSYLVANIA HOUSING  
FINANCE AGENCY, Plaintiff**

v.

**JILLIAN E. DIGELLO,**

**Defendants**

**DESCRIPTION**

By virtue of a Writ of Execution  
No. 2018-11621, PENNSYLVANIA  
HOUSING FINANCE AGENCY,  
Plaintiff vs. JILLIAN E. DIGELLO,  
Defendants

Real Estate: 315 EAST 30TH  
STREET, ERIE, PA 16504

Municipality: City of Erie

Erie County, Pennsylvania

Dimensions: 38 x 135

See Instrument #: 2017-005373

Tax I.D. (18) 5080-206

Assessment: \$17,500 (Land)

\$53,700 (Bldg)

Improvement thereon: a residential  
dwelling house as identified above

Leon P. Haller, Esquire

Purcell, Krug & Haller

1719 North Front Street

Harrisburg, PA 17104

(717) 234-4178

Mar. 1, 8, 15

**SALE NO. 6**

Ex. #12481 of 2018

**PENNSYLVANIA HOUSING  
FINANCE AGENCY, Plaintiff**

v.

**CRISTINA JAIME, Defendants**

**DESCRIPTION**

By virtue of a Writ of Execution No.  
2018-12481, PENNSYLVANIA  
HOUSING FINANCE AGENCY,  
Plaintiff vs. CRISTINA JAIME,  
Defendants

Real Estate: 923 EAST 28TH  
STREET, ERIE, PA 16504

Municipality: City of Erie

Erie County, Pennsylvania

Dimensions: 33 x 135

See Deed Book 1316, page 1059

Tax I.D. (18) 5053-221

Assessment: \$17,200 (Land)

\$56,460 (Bldg)

Improvement thereon: a residential  
dwelling house as identified above

Leon P. Haller, Esquire

Purcell, Krug & Haller

1719 North Front Street

Harrisburg, PA 17104

(717) 234-4178

Mar. 1, 8, 15

**SALE NO. 7**

Ex. #13520 of 2017

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

v.

**RICKAYLAHA ANTOINETTE  
RANSOM AND PRECIOUS  
REKITA MONIQUE RANSOM,  
IN THEIR CAPACITY AS  
THE KNOWN HEIRS OF  
RICHARD, DECEASED, AND  
THE UNKNOWN HEIRS  
OF RICHARD D. RANSOM,  
DECEASED, Defendants**

**DESCRIPTION**

By virtue of a Writ of Execution  
No. 2017-13520, U.S. BANK  
NATIONAL ASSOCIATION,  
AS TRUSTEE FOR THE  
PENNSYLVANIA HOUSING  
FINANCE AGENCY, Plaintiff vs.  
RICKAYLAHA ANTOINETTE  
RANSOM AND PRECIOUS  
REKITA MONIQUE RANSOM,  
IN THEIR CAPACITY AS  
THE KNOWN HEIRS OF  
RICHARD, DECEASED, AND  
THE UNKNOWN HEIRS  
OF RICHARD D. RANSOM,  
DECEASED, Defendants

Real Estate: 2614 WARFEL  
AVENUE, ERIE, PA 16501

Municipality: City of Erie

Erie County, Pennsylvania

Dimensions: 47 x 116

See Instrument: 2010-029637

Tax I.D. (18) 51-16-115

Assessment: \$12,300 (Land)

\$41,680 (Bldg)

Improvement thereon: a residential  
dwelling house as identified above

Leon P. Haller, Esquire

Purcell, Krug & Haller

1719 North Front Street

Harrisburg, PA 17104

(717) 234-4178

Mar. 1, 8, 15

**SALE NO. 8**

Ex. #12350 of 2018

**MIDFIRST BANK, Plaintiff**

v.

**DENA A. THEISS AND  
JEFFREY E. THEISS,  
Defendants**

**DESCRIPTION**

By virtue of a Writ of Execution No. 12350-18, MIDFIRST BANK, Plaintiff vs. DENA A. THEISS AND JEFFREY E. THEISS, Defendants  
Real Estate: 1141 WEST 21ST STREET, ERIE, PA 16502  
Municipality: City of Erie  
Erie County, Pennsylvania  
Dimensions: 35 x 130  
See Instr #: 2011-026684  
Tax I.D. (19) 6034-116  
Assessment: \$11,000 (Land)  
\$61,000 (Bldg)  
Improvement thereon: a residential dwelling house as identified above  
Leon P. Haller, Esquire  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17104  
(717) 234-4178

Mar. 1, 8, 15

**SALE NO. 9**

**Ex. #13398 of 2016**  
**U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff**  
**v.**

**EDWARD YEANEY, Defendant**  
**DESCRIPTION**

By virtue of a Writ of Execution No. 2016-13398, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE PENNSYLVANIA HOUSING FINANCE AGENCY, Plaintiff vs. EDWARD YEANEY, Defendant  
Real Estate: 1111 WEST 25TH STREET, ERIE, PA  
Municipality: City of Erie  
Erie County, Pennsylvania  
Dimensions: 34.5 x 150  
See Deed Book 869, page 226  
Tax I.D. (19) 6036-107  
Assessment: \$11,100 (Land)  
\$64,220 (Bldg)

Improvement thereon: a residential dwelling house as identified above  
Leon P. Haller, Esquire  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17104  
(717) 234-4178

Mar. 1, 8, 15

**SALE NO. 10**

**Ex. #10243 of 2018**  
**The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-Rp2, Plaintiff**  
**v.**

**Thomas D. Comi, Jr, Denise J. Comi, Defendant(s)**  
**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 10243-18, The Bank of New York Mellon Trust Company, National Association fka The Bank of New York Trust Company, N.A. as Successor to JPMorgan Chase Bank, N.A., as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates Series 2006-Rp2 vs. Thomas D. Comi, Jr, Denise J. Comi  
Amount Due: \$105,023.86  
Thomas D. Comi, Jr, Denise J. Comi, owner(s) of property situated in GIRARD BOROUGH, Erie County, Pennsylvania being 103 Elk Creek Avenue, Girard, PA 16417-1134  
Dimensions: 107 X 145  
Acreage: 0.2144  
Assessment Map number: 23-004-019.0-008.00  
Assessed Value: \$90,300.00  
Improvement thereon: residential Phelan Hallinan Diamond & Jones, LLP One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Mar. 1, 8, 15

**SALE NO. 11**

**Ex. #12852 of 2018**  
**Suntrust Bank s/b/m Suntrust Mortgage, Inc., Plaintiff**  
**v.**  
**Robert M. Fulton, Jr, Defendant(s)**  
**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 12852-18, Suntrust

Bank s/b/m Suntrust Mortgage, Inc. vs. Robert M. Fulton, Jr  
Amount Due: \$97,885.08  
Robert M. Fulton, Jr, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 956 West 10th Street, Erie, PA 16502-1135  
Dimensions: 45.5 XIRR  
Acreage: 0.1568  
Assessment Map number: 16-030-047.0-131.00  
Assessed Value: \$108,600.00  
Improvement thereon: residential Phelan Hallinan Diamond & Jones, LLP One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Mar. 1, 8, 15

**SALE NO. 12**

**Ex. #10337 of 2018**  
**Wells Fargo Bank, NA, Plaintiff**  
**v.**  
**Craig A. Huntley, Defendant(s)**  
**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 10337-18, Wells Fargo Bank, NA vs. Craig A. Huntley  
Amount Due: \$67,211.29  
Craig A. Huntley, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 936 West 28th Street, Erie, PA 16508-3242  
Dimensions: 42.35 X 93  
Assessment Map number: 19060039023100  
Assessed Value: \$67,600.00  
Improvement thereon: residential Phelan Hallinan Diamond & Jones, LLP One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Mar. 1, 8, 15

**SALE NO. 13**

**Ex. #12665 of 2018**  
**Ditech Financial LLC f/k/a Green Tree Servicing LLC s/b/m Green Tree Consumer Discount Company, Plaintiff**  
**v.**  
**Frank J. Pillitteri, Jr a/k/a Frank J. Pillitteri, Defendant(s)**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 12665-18, Ditech Financial LLC f/k/a Green Tree Servicing LLC s/b/m Green Tree Consumer Discount Company vs. Frank J. Pillitteri, Jr a/k/a Frank J. Pillitteri  
Amount Due: \$58,856.14  
Frank J. Pillitteri, Jr a/k/a Frank J. Pillitteri, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 640 West 18th Street, Erie, PA 16502-1609  
Dimensions: 41.25 X 134  
Acreage: 0.1267  
Assessment Map number: 16030031012000  
Assessed Value: \$64,540.00  
Improvement thereon: residential  
Phelan Hallinan Diamond & Jones, LLP  
One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Mar. 1, 8, 15

**SALE NO. 14**

**Ex. #13553 of 2013**  
**PNC Bank, National Association, Successor in Interest to National City Real Estate Services, LLC, Successor by Merger to National City Mortgage, Inc. Formerly Known as National City Mortgage CO., Doing Business as Accubanc Mortgage, Plaintiff**  
**v.**

**Ronald J. Quest a/k/a Ronald Earl Quest, Christine M. Quest, Defendant(s)**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 13553-13, PNC Bank, National Association, Successor in Interest to National City Real Estate Services, LLC, Successor by Merger to National City Mortgage, Inc. Formerly Known as National City Mortgage CO., Doing Business as Accubanc Mortgage vs. Ronald J. Quest a/k/a Ronald Earl Quest, Christine M. Quest, The United States of America C/O The United States Attorney for The Western District of PA  
Amount Due: \$67,563.99  
Ronald J. Quest a/k/a Ronald Earl

Quest, Christine M. Quest, The United States of America C/O The United States Attorney for The Western District of PA, owner(s) of property situated in GREENE TOWNSHIP, Erie County, Pennsylvania being 9381 Lake Pleasant Road, Erie, PA 16509-5755  
Dimensions: 143 X 225.17  
Acreage: 0.7392  
Assessment Map number: 25016042007200  
Assessed Value: \$183,200.00  
Improvement thereon: residential  
Phelan Hallinan Diamond & Jones, LLP  
One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Mar. 1, 8, 15

**SALE NO. 16**

**Ex. #10194 of 2016**  
**Bayview Loan Servicing, LLC, Plaintiff**  
**v.**

**Ronald N. Sala, in His Capacity as Administrator and Heir of The Estate of Frank C. Sala, Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or Under Frank C. Sala, Deceased, Defendant(s)**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 10194-16, Bayview Loan Servicing, LLC vs. Ronald N. Sala, in His Capacity as Administrator and Heir of The Estate of Frank C. Sala, Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or Under Frank C. Sala, Deceased  
Amount Due: \$82,083.56  
Ronald N. Sala, in His Capacity as Administrator and Heir of The Estate of Frank C. Sala, Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or Under Frank C. Sala, Deceased, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 1577 West 34th Street, Erie, PA 16508

Dimensions: 55 X 140  
Acreage: 0.1768  
Assessment Map number: 19061044011100  
Assessed Value: \$101,010.00  
Improvement thereon: residential  
Phelan Hallinan Diamond & Jones, LLP  
One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Mar. 1, 8, 15

**SALE NO. 17**

**Ex. #13715 of 2012**  
**Nationstar Mortgage LLC d/b/a Champion Mortgage Company, Plaintiff**  
**v.**

**Debra Thacker a/k/a Debra Jean Smyklo a/k/a Debra J. Smyklo, in Her Capacity as Heir of Bernadine Smyklo a/k/a Bernadine T. Smyklo, Deceased and in Her Capacity as Heir of JEFFREY SMYKLO, Deceased Heir of BERNADINE SMYKLO A/K/A BERNADINE T. SMYKLO, Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or Under Bernadine T. Smyklo, Deceased, Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or UNDER JEFFREY SMYKLO, DECEASED Heir of BERNADINE SMYKLO A/K/A BERNADINE T. SMYKLO, Defendant(s)**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 13715-12, Nationstar Mortgage LLC d/b/a Champion Mortgage Company vs. Debra Thacker a/k/a Debra Jean Smyklo a/k/a Debra J. Smyklo, in Her Capacity as Heir of Bernadine Smyklo a/k/a Bernadine T. Smyklo, Deceased and in Her Capacity as Heir of JEFFREY SMYKLO, Deceased Heir of BERNADINE SMYKLO A/K/A BERNADINE T. SMYKLO, Unknown Heirs, Successors, Assigns, and All

Persons, Firms, or Associations Claiming Right, Title or Interest From or Under Bernadine T. Smyklo, Deceased, Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or UNDER JEFFREY SMYKLO, DECEASED Heir of BERNADINE SMYKLO A/K/A BERNADINE T. SMYKLO Amount Due: \$152,343.07

Debra Thacker a/k/a Debra Jean Smyklo a/k/a Debra J. Smyklo, in Her Capacity as Heir of Bernadine Smyklo a/k/a Bernadine T. Smyklo, Deceased and in Her Capacity as Heir of JEFFREY SMYKLO, Deceased Heir of BERNADINE SMYKLO A/K/A BERNADINE T. SMYKLO, Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or Under Bernadine T. Smyklo, Deceased, Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest From or UNDER JEFFREY SMYKLO, DECEASED Heir of BERNADINE SMYKLO A/K/A BERNADINE T. SMYKLO, owner(s) of property situated in HARBORCREEK TOWNSHIP, Erie County, Pennsylvania being 2416 Parker Avenue, Erie, PA 16510-2034

Dimensions: 145.84 X 145.881

Acreage: 0.4867

Assessment Map number: 27-052-156.0-004.00

Assessed Value: \$126,200.00

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

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

Mar. 1, 8, 15

**SALE NO. 18**

**Ex. #13559 of 2017**

**Pennymac Loan Services, LLC,  
Plaintiff**

**v.**

**John J. Sorge, Jr, Defendant(s)**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 13559-17, Pennymac Loan Services, LLC vs. John J. Sorge, Jr

Amount Due: \$101,762.64

John J. Sorge, Jr, owner(s) of property situated in MILLCREEK TOWNSHIP, Erie County, Pennsylvania being 3226 Priscilla Drive, Erie, PA 16506-3329

Dimensions: 58 X 145.07

Acreage: 0.1926

Assessment Map number: 33076333001200

Assessed Value: \$75,900.00

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

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

Mar. 1, 8, 15

**SALE NO. 19**

**Ex. #11611 of 2012**

**U.S. Bank National Association,  
as Trustee, for The Holders of  
The First Franklin Mortgage  
Loan Trust, Mortgage Loan  
Asset-Backed Certificates, Series  
2005-Ft7, Plaintiff**

**v.**

**Steven L. Spencer, Jeanne M.  
Spencer, Defendant(s)**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 11611-12, U.S. Bank National Association, as Trustee, for The Holders of The First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-Ft7 vs. Steven L. Spencer and Jeanne M. Spencer Amount Due: \$91,907.98 Steven L. Spencer, owner(s) of property situated in ERIE CITY, Erie County, Pennsylvania being 1029 West 10th Street, Erie, PA 16502-1138

Dimensions: 41.25 X 165

Square Footage: 1,795

Assessment Map number: 16030051021500

Assessed Value: \$64,660.00

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

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

Mar. 1, 8, 15

**SALE NO. 20**

**Ex. #13413 of 2016**

**Wilmington Savings Fund  
Society, FSB, d/b/a Christiana  
Trust, as trustee for Normandy  
Mortgage Loan Trust, Series  
2016-1, Plaintiff**

**v.**

**Jeffrey A. Laird and Sarah  
Carnes, Defendants**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 2016-13413, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, as trustee for Normandy Mortgage Loan Trust, Series 2016-1 v. Jeffrey A. Laird and Sarah Carnes owner(s) of property situated in Erie County, Pennsylvania being 1147 W. 36th Street, Erie, PA 16508

Assessment Map Number: 19061028021500

Assessed Value Figure: \$70,360.00

Improvement thereon: Single Family Home - .1485 Acreage

Richard M. Squire & Associates, LLC Bradley J. Osborne, Esq.

(PA I.D. #312169)

Attorneys for Plaintiff

Mar. 1, 8, 15

**SALE NO. 21**

**Ex. #10240 of 2018**

**Carrington Mortgage Services,  
LLC, Plaintiff**

**v.**

**Sharon A. Stoddard, Defendant**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 2018-10240, Carrington Mortgage Services, LLC v. Sharon A. Stoddard owner(s) of property situated in Erie County, Pennsylvania being 2140 Victory Drive, Erie, PA 16510

Assessment Map Number: 27040143004600

Assessed Value Figure: \$85,270.73

Improvement thereon: Single Family Home - .2032 Acreage

Richard M. Squire & Associates, LLC Bradley J. Osborne, Esq.

(PA I.D. #312169)

Attorneys for Plaintiff

Mar. 1, 8, 15

**SALE NO. 22**

**Ex. #11665 of 2018**

**Bank of America, N.A., Plaintiff**

**v.**

**Francis J. Dooley, Jr., Defendant**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 2018-11665, Bank of America, N.A. vs. Francis J. Dooley, Jr., owner(s) of property situated in Township of Millcreek Erie County, Pennsylvania being 1407 Selinger Avenue, Erie, PA 16505

41.25X105.28

Assessment Map number: 33033174003000

Assessed Value figure: \$60,480.00

Improvement thereon: a residential dwelling

Samantha Gable, Esquire

Shapiro & DeNardo, LLC

Attorney for Movant/Applicant

3600 Horizon Drive, Suite 150

King of Prussia, PA 19406

(610) 278-6800

Mar. 1, 8, 15

**SALE NO. 23**

**Ex. #11761 of 2018**

**Bayview Loan Servicing, LLC,**

**a Delaware Limited Liability**

**Company, Plaintiff**

**v.**

**Robert Jones, Jr., Known Heir of Johnnie M. Ward aka Johnnie Mae Ward, deceased and Trina Jones, Known Heir of Johnnie M. Ward aka Johnnie Mae Ward, deceased and Albert Jones, Sr., Known Heir of Johnnie M. Ward aka Johnnie Mae Ward, deceased and Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest from or under Johnnie M. Ward aka Johnnie Mae Ward, deceased, Defendant**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 2018-11761, Bayview Loan Servicing, LLC, a Delaware Limited Liability Company vs. Robert Jones, Jr., Known Heir of Johnnie M. Ward aka Johnnie Mae Ward, deceased and Trina Jones, Known Heir of Johnnie M. Ward aka Johnnie Mae Ward, deceased and Albert Jones,

Sr., Known Heir of Johnnie M. Ward aka Johnnie Mae Ward, deceased and Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claiming Right, Title or Interest from or under Johnnie M. Ward aka Johnnie Mae Ward, deceased, owner(s) of property situated in City of Erie, Erie County, Pennsylvania being 2010 East 20th Street, Erie, PA 16510

40X120

Assessment Map number: 15-021-028.0-217.00

Assessed Value figure: \$37,020.00

Improvement thereon: a residential dwelling

Samantha Gable, Esquire

Shapiro & DeNardo, LLC

Attorney for Movant/Applicant

3600 Horizon Drive, Suite 150

King of Prussia, PA 19406

(610) 278-6800

Mar. 1, 8, 15

**SALE NO. 24**

**Ex. #12330 of 2018**

**Federal National Mortgage Association ("Fannie Mae"), a Corporation organized under the laws of the United States of America, Plaintiff**

**v.**

**Mark Kiesel a/k/a Mark S. Kiesel and Michelle R. Kiesel, Defendant**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 12330-18 Federal National Mortgage Association ("Fannie Mae"), a Corporation organized and existing under the laws of the United States of America v. Mark Kiesel a/k/a Mark S. Kiesel and Michelle R. Kiesel, owners of property situated in the Township of Harborcreek, Erie County, Pennsylvania being 3844 Hereford Road, Erie, Pennsylvania 16510.

Tax I.D. No. 27-047-186.0-036.03

Assessment: \$174,077.83

Improvements: Residential Dwelling

McCabe, Weisberg & Conway, LLC

123 South Broad Street, Suite 1400

Philadelphia, PA 19109

215-790-1010

Mar. 1, 8, 15

**SALE NO. 25**

**Ex. #12079 of 2015**

**The Huntington National Bank, Plaintiff**

**v.**

**Scott Palermo, Real Owner, Defendant**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 12079-15, The Huntington National Bank v. Scott Palermo, Real Owner, owners of property situated in the Township of City of Erie, Erie County, Pennsylvania being 4519 Miller Avenue, Erie, Pennsylvania 16509.

Tax I.D. No. 18053001011900

Assessment: \$16,609.84

Improvements: Residential Dwelling

McCabe, Weisberg & Conway, LLC

123 South Broad Street, Suite 1400

Philadelphia, PA 19109

215-790-1010

Mar. 1, 8, 15

**SALE NO. 26**

**Ex. #30740 of 2018**

**PNC Bank, N.A., Plaintiff**

**v.**

**John A. Lupo, JL & JG Enterprise, LLC, and G & L Enterprise, LLC, Defendants**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 30740-18, PNC Bank, N.A., Plaintiff vs. John A. Lupo, JL & JG Enterprise, LLC, and G & L Enterprise, LLC, Defendants, owner(s) of property situated in the City of Erie, Erie County, Pennsylvania being 1107 Payne Ave., Erie, PA 16503

21,888 square feet

Assessment Map number: (15) 2104-302

Assessed Value figure: \$496,477

Improvement thereon: N/A

John J. Berry, Esq.

Pa. I.D. No. 313481

DINSMORE & SHOHL LLP

Firm No. 732

1300 Six PPG Place

Pittsburgh, PA 15222

412.281.5000

Mar. 1, 8, 15



**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**

**BAIRD, DORIS L.,  
deceased**

Late of City of Erie  
*Executrix:* Joan W. Timko, c/o 246 West 10th Street, Erie, PA 16501  
*Attorney:* Evan E. Adair, Esq., 246 West 10th Street, Erie, PA 16501

**BRIGGS, DOROTHY B.,  
deceased**

Late of Millcreek Township, Erie County, Commonwealth of Pennsylvania  
*Executrix:* Carol B. Seley, 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

**ENGMAN, PATRICIA A., a/k/a  
PATRICIA ENGMAN,  
deceased**

Late of the Township of Harborcreek, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Karen S. Gaertner  
*Attorney:* David J. Rhodes, Esquire, ELDERKIN LAW FIRM, 150 East 8th Street, Erie, PA 16501

**FLYNN, JEAN M.,  
deceased**

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

**GORNIAC, DOLORES, a/k/a  
DOLORES F. GORNIAC,  
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania  
*Executor:* John J. Shimek, III, Esquire, c/o 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

**HAWS, MARJORIE JEWELL,  
a/k/a MARJORIE J. HAWS,  
a/k/a MARJORIE HAWS, a/k/a  
MARJORIE R. HAWS,  
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania  
*Co-Administratrices:* Pamela H. Wood and Beverly H. Evans, 10211 Oxfordshire Road, Great Falls, Virginia 22066  
*Attorney:* None

**KOESTER, HAROLD JOHN,  
a/k/a HARRY KOESTER,  
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania  
*Executor:* Kathleen Koester, 2056 Berkshire Lane, Erie, PA 16509  
*Attorney:* None

**MOTTER, KARLENE M., a/k/a  
KARLENE MOTTER,  
deceased**

Late of the Township of Summit, County of Erie, Commonwealth of Pennsylvania  
*Executrix:* Shellie Y. Motter, n/b/m Shellie Mrozowski, 2818 Sunset Trail, Waterford, Pennsylvania 16441  
*Attorney:* Grant M. Yochim, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

**ROESCH, DORIS V., a/k/a  
DORIS S. ROESCH, a/k/a  
DORIS ROESCH,  
deceased**

Late of the Borough of Edinboro, County of Erie and Commonwealth of Pennsylvania  
*Executor:* R. Geoffrey Roesch, 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

**SKAPURA, FLORENCE,  
deceased**

Late of the Township of Fairview, Commonwealth of Pennsylvania  
*Executor:* Michael Skapura, c/o Vendetti & Vendetti, 3820 Liberty Street, Erie, Pennsylvania 16509  
*Attorney:* James J. Bruno, Esquire, Vendetti & Vendetti, 3820 Liberty Street, Erie, PA 16509

**SLAUGHENHAUPT, BARRY  
C., a/k/a BARRY CLINTON  
SLAUGHENHAUPT, a/k/a  
BARRY SLAUGHENHAUPT,  
deceased**

Late of the Township of Greenfield, Commonwealth of Pennsylvania  
*Administrators:* Brett Slaughenaupt and Bonnie Bell, c/o Vendetti & Vendetti, 3820 Liberty Street, Erie, Pennsylvania 16509  
*Attorney:* James J. Bruno, Esquire, Vendetti & Vendetti, 3820 Liberty Street, Erie, PA 16509

**SONNEY, JULIA L., a/k/a  
JULIA LEE SONNEY, a/k/a  
JULIA SONNEY, a/k/a  
JULIA L. JACOBSON,  
deceased**

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

*Co-Administrators:* Jacob G.  
Chemsak and Anna M. Chemsak,  
5440 Decker Dr., Edinboro, PA  
16412

*Attorney:* None

**STEPHAN, HOLLY E.,  
deceased**

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

*Executrix:* Lisa Kaveney, c/o 2222  
West Grandview Blvd., Erie, PA  
16506

*Attorney:* Thomas E. Kuhn,  
Esquire, QUINN, BUSECK,  
LEEMHUIS, TOOHEY &  
KROTO, INC., 2222 West  
Grandview Blvd., Erie, PA 16506

**TANN, SUSAN MARY, a/k/a  
SUSAN M. TANN,  
deceased**

Late of the Township of Millcreek,  
Commonwealth of Pennsylvania  
*Executor:* Mary Carol O'Camb,  
c/o Vendetti & Vendetti, 3820  
Liberty Street, Erie, Pennsylvania  
16509

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

**TAYLOR, FREDERICK, a/k/a  
FREDERICK J. TAYLOR,  
deceased**

Late of the Borough of Albion,  
County of Erie, Commonwealth  
of Pennsylvania

*Executrix:* Billie Jean Messmer,  
11951 Route 98, Edinboro,  
Pennsylvania 16412

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

**WILL, JEANNETTE L.,  
deceased**

Late of Harborcreek Township,  
Erie County, Erie, PA

*Executor:* Lee R. Will, 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

**WILSON, JAMES E., a/k/a  
JAMES WILSON,  
deceased**

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

*Executor:* Todd M. Wilson, 224  
Connecticut Drive, Erie, PA 16505

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

**SECOND PUBLICATION**

**BORLAND, RICHARD E.,  
deceased**

Late of the Township of Girard,  
County of Erie

*Executrix:* Beth M. Hanna, 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

**CLARK, ADELLA C., a/k/a  
ADELLA J. CLARK, a/k/a  
ADELLA K. CLARK, a/k/a  
ADELLA CLARK,  
deceased**

Late of the Township of Lawrence  
Park, County of Erie, State of  
Pennsylvania

*Administratrix:* Cindy Lou Goss,  
863 Newton Avenue, Erie, PA  
16511

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

**DiPRE, JOSEPH G., SR.,  
deceased**

Late of the Township of Millcreek,  
Erie County, Pennsylvania

*Executor:* John DiPre, 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

**DUSCKAS, JOHN, a/k/a  
JOHN STRIMPLE DUSCKAS,  
a/k/a JOHN S. DUSCKAS,  
deceased**

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

*Administratrix:* Katherine D.  
Spencer, 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

**ENGLISH, DANIEL H., a/k/a  
DANIEL ENGLISH,  
deceased**

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

*Executrix:* Jodie Murphy, 12322  
Eureka Road, Edinboro, PA 16412  
*Attorney:* Grant M. Yochim, Esq.,  
24 Main St. E., P.O. Box 87,  
Girard, PA 16417

**FAHLEN, ALFRED G., II, a/k/a  
ALFRED G. FAHLEN, JR., a/k/a  
ALFRED G. FAHLEN,  
deceased**

Late of the Township of Elk Creek,  
County of Erie, Commonwealth of  
Pennsylvania

*Executrix:* Louise A. Fahlen,  
11610 Pont Road, Albion,  
Pennsylvania 16401

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

**FARRINGTON, MARION E.,  
deceased**

Late of the City of Erie, County of Erie  
*Executrix:* Michele L. Kuno, 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

**GRAY, JAMES R.,  
deceased**

Late of the Borough of Wesleyville, County of Erie, Commonwealth of Pennsylvania  
*Executor:* Janet L. Gray, 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

**HAVLICEK, FELICIA, a/k/a  
FELICIA B. HAVLICEK,  
deceased**

Late of Harborcreek Township, Erie County, Pennsylvania  
*Executor:* Adrienne Liggett, c/o Dan W. Susi, Esquire, 714 Sassafra Street, Erie, PA 16501  
*Attorney:* Dan W. Susi, Esquire, 714 Sassafra Street, Erie, PA 16501

**HUMPHRIES, VIRGINIA H.,  
deceased**

Late of City of Erie, Erie County, Commonwealth of Pennsylvania  
*Executrix:* Catherine Glecos, c/o 120 W. 10th Street, Erie, PA 16501  
*Attorney:* Christine Hall McClure, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West 10th Street, Erie, PA 16501

**IACOBUCCI, NICHOLAS J.,  
a/k/a NICHOLAS JOSEPH  
IACOBUCCI, a/k/a NICK  
IACOBUCCI,  
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania  
*Executor:* Nicholas J. Iacobucci, II, c/o 504 State Street, 3rd Floor, Erie, PA 16501  
*Attorney:* Michael J. Nies, Esquire, 504 State Street, 3rd Floor, Erie, PA 16501

**JEDYNSKI, LOIS M.,  
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania  
*Executrix:* Jean Marie Dennett, 8415 Nissen Drive, Fairview, Pennsylvania 16415  
*Attorney:* James R. Steadman, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

**JENKS, THERESA M., a/k/a  
THERESA JENKS,  
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania  
*Executrix:* Marcia M. Jenks, 123 Cypress Street, Erie, Pennsylvania 16504  
*Attorney:* Grant M. Yochim, Esq., 24 Main Street East, P.O. Box 87, Girard, PA 16417

**JESKA, JOHN F., a/k/a  
JOHN JESKA, a/k/a  
JOHN F. JESKA, SR.,  
deceased**

Late of the Township of Millcreek, County of Erie, State of Pennsylvania  
*Executor:* David M. Jeska, c/o 337 West 10th Street, Erie, PA 16502  
*Attorneys:* THE FAMILY LAW GROUP, LLC, 337 West 10th Street, Erie, PA 16502

**KAY, JANE, a/k/a JANE E. KAY,  
a/k/a JANE ELIZABETH KAY,  
deceased**

Late of the City of Erie, Commonwealth of Pennsylvania  
*Executor:* Daniel A. Kay, c/o Vendetti Real Estate Solutions, LLC, 3820 Liberty Street, Erie, Pennsylvania 16509  
*Attorney:* Chetty Vendetti, Esquire, Vendetti Real Estate Solutions, LLC, 3820 Liberty Street, Erie, Pennsylvania 16509

**KNIGHT, RODDY TYRONE,  
a/k/a RODDY T. KNIGHT,  
deceased**

Late of the City of Erie, Commonwealth of Pennsylvania  
*Executor:* Glorice J. Knight, c/o Vendetti Real Estate Solutions, LLC, 3820 Liberty Street, Erie, Pennsylvania 16509  
*Attorney:* Chetty Vendetti, Esquire, Vendetti Real Estate Solutions, LLC, 3820 Liberty Street, Erie, Pennsylvania 16509

**KRIEGER, DAVID P.,  
deceased**

Late of the Borough of Wesleyville, County of Erie and Commonwealth of Pennsylvania  
*Administratrix:* Evelyn K. Carpinello  
*Attorney:* Thomas J. Minarcik, Esquire, ELDERKIN LAW FIRM, 150 East 8th Street, Erie, PA 16501

**KUHN, GRACE E.,  
deceased**

Late of Cranesville Borough  
*Executrix:* Delana King, c/o Brenc Law, 9630 Moses Road, Springboro, Pennsylvania 16435  
*Attorney:* Andrew S. Brenc, Esquire, 9630 Moses Road, Springboro, Pennsylvania 16435



**PRICE, CHARLES, JR., a/k/a CHARLES PRICE, deceased**

Late of the Borough of Union City, County of Erie, State of Pennsylvania  
*Executor:* Gary D. Price, 9 Bridge Street, Union City, PA 16438  
*Attorney:* James R. Steadman, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

**RAUSCH, JOHN, JR., deceased**

Late of the Township of Conneaut, County of Erie, Commonwealth of Pennsylvania  
*Executrix:* Jean L. English, 11145 Keepville Road, Albion, Pennsylvania 16401  
*Attorney:* Grant M. Yochim, Esq., 24 Main Street East, P.O. Box 87, Girard, PA 16417

**THIRD PUBLICATION**

**CHRISTOS, GEORGE P., a/k/a GEORGE PETER CHRISTOS, a/k/a GEORGE CHRISTOS, a/k/a GEORGE P. CHRISTOS, SR., deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Serena Elias, c/o 504 State Street, Suite 300, Erie, PA 16501  
*Attorney:* Alan Natalie, Esquire, 504 State Street, Suite 300, Erie, PA 16501

**DEWEY, LESLIE R., JR., a/k/a LESLIE R. DEWEY, deceased**

Late of Erie, Erie County, Pennsylvania  
*Executrix:* Christina Dewey, c/o Peter J. Sala, Esquire, 731 French Street, Erie, PA 16501  
*Attorney:* Peter J. Sala, Esquire, 731 French Street, Erie, PA 16501

**EVANS, MARIAN, deceased**

Late of the Township of Harborcreek, County of Erie and Commonwealth of Pennsylvania  
*Executor:* David Evans 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

**GRABINSKI, LORI L., a/k/a LORI LYNN GRABINSKI, a/k/a LORI GRABINSKI, deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Sharon Lipinski, 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

**HILLIARD, IONA G., a/k/a IONA HILLIARD, deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania  
*Executor:* Gregory G. Hilliard, 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

**JENKS, GORDON L., deceased**

Late of City of Erie  
*Executor:* Daniel A. Jenks, c/o 246 West 10th Street, Erie, PA 16501  
*Attorney:* Evan E. Adair, Esq., 246 West 10th Street, Erie, PA 16501

**KUHAR, MICHAEL D., deceased**

Late of the City of Erie, County of Erie, Pennsylvania  
*Executor:* Michael P. Kuhar, c/o 150 East 8th Street, Erie, PA 16501  
*Attorney:* Gregory L. Heidt, Esquire, 150 East 8th Street, Erie, PA 16501

**LIBRAN, VENERA VEGA, a/k/a VERENA V. PEREZ, a/k/a VERENA V. LIBRAN, a/k/a VENERA V. PEREZ, a/k/a VENERA V. LIBRAN, a/k/a VERENA PEREZ, a/k/a VENERA PEREZ, deceased**

Late of the Township of Springfield, County of Erie, State of Pennsylvania  
*Executor:* Jesus Perez, 2126 Rice Avenue, Lake City, PA 16423  
*Attorney:* James R. Steadman, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

**MOFFETT, BOBBIE J., a/k/a BARBARA MOFFETT, a/k/a BARBARA JOYCE MOFFETT, deceased**

Late of the Boro of Wesleyville, County of Erie, Commonwealth of Pennsylvania  
*Administrator:* Daniel K. Moffett, 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

**WILLRICH, SYLVIA H., a/k/a SYLVIA RUTH WILLRICH, deceased**

Late of Washington Township, County of Erie and Commonwealth of Pennsylvania  
*Executor:* John E. Stafford, 358 Brookmeade Way, Lawrenceville, GA 30043  
*Attorney:* None

## CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS

### CORRECT PHONE NUMBER & EMAIL ADDRESS

WILLIAM A. DOPIERALA.....814-451-6016  
.....wdopierala@eriecountypa.gov

HILLARY B. HOFFMAN.....hhoffman@eriecountypa.gov

### ATTENTION ALL ATTORNEYS

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