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- 3) **Merit Review** by the Board – to decide who gets a hearing (**2 votes required**)
- 4) **Public Hearing** and Vote by the Board of Pardons (**3 votes required**)
- 5) **Decision** by the Governor



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NO. 36

104  
ERIE

SEPTEMBER 3  
2021

# ERIE COUNTY LEGAL JOURNAL

OPINION  
INSIDE

104 ERIE 215-220  
Moore v. Moore

## INDEX

**NOTICE TO THE  
PROFESSION**.....4

**OPINION**.....6

### COURT OF COMMON PLEAS

Action to Quiet Title.....18

Change of Name Notices....18

Legal Notices.....18

Sheriff Sales.....20

### ORPHAN'S COURT

Estate Notices.....22

**CHANGES IN CONTACT  
INFORMATION OF  
ECBA MEMBERS**.....26

**WEEKLY WRAP-UP**.....27

## ON THE COVER

**COMMUNITY  
PRESENTATION**, Pardon  
Project of Erie County

**CLE**, Cybersecurity Ethics for  
Attorneys: Specific Things  
to Do Today to Be Safer  
Tomorrow

**MEETING**, Diversity &  
Inclusion Section Leadership  
Group

## ERIE COUNTY LEGAL JOURNAL

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

Managing Editor: Megan E. Anthony

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## ERIE COUNTY BAR ASSOCIATION CALENDAR OF EVENTS AND SEMINARS

### MONDAY, SEPTEMBER 6, 2021

Labor Day  
ECBA Office Closed  
Erie County and Federal Courthouses Closed

### WEDNESDAY, SEPTEMBER 8, 2021

Estates & Trusts Section Meeting  
Noon  
ECBA Headquarters live (must RSVP)  
or via Zoom

### THURSDAY, SEPTEMBER 9, 2021

*Program of Remembrance for the  
20th Anniversary of the Attacks of  
September 11, 2001*  
In-person viewing at the Erie Federal  
Courthouse, 17 S. Park Row  
(video simulcast from Pittsburgh)  
2:00 - 5:00 p.m., Reception to follow  
*Click link for details*  
[https://www.eriebar.com/events/ecba-  
events/1733-prg-of-remembrance-for-the-20th-  
anni-of-the-attacks-of-september-11-2001](https://www.eriebar.com/events/ecba-events/1733-prg-of-remembrance-for-the-20th-anni-of-the-attacks-of-september-11-2001)

### TUESDAY, SEPTEMBER 14, 2021

Family Law Section Meeting  
Noon  
ECBA Headquarters live (must RSVP)  
or via Zoom

### WEDNESDAY, SEPTEMBER 15, 2021

Workers' Compensation Section Meeting  
Noon  
ECBA Headquarters live (must RSVP)  
or via Zoom

### THURSDAY, SEPTEMBER 16, 2021

In-house Counsel Division  
Lunch-n-Learn Meeting  
Noon  
ECBA Headquarters live (must RSVP)  
or via Zoom

### THURSDAY, SEPTEMBER 16, 2021

Bocce Beer and Bites Tournament  
hosted by the Erie County Law Foundation  
The Brewerie at Union Station,  
123 West 14th Street, Upper Deck  
5:15 p.m.  
*Click link for details*  
[https://www.eriebar.com/events/ecba-  
events/1736-bocce-beer-and-bites-tournament](https://www.eriebar.com/events/ecba-events/1736-bocce-beer-and-bites-tournament)

### FRIDAY, SEPTEMBER 17, 2021

Law Day Committee Meeting  
Noon  
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or via Zoom

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calendar on the ECBA website  
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**KATHERINE M. MOORE**

**v.**

**MARK L. MOORE**

*PRINCIPAL AND SURETY / CONTRACTS*

Under Pennsylvania law, a surety agreement is a contract and the language of the surety agreement determines the surety's rights and liabilities.

*PRINCIPAL AND SURETY / CONTRACTS*

A contract of suretyship is between the principal debtor and the surety.

*PRINCIPAL AND SURETY / CONTRACTS*

A suretyship is a direct and original undertaking, under which the obligor is primarily and jointly liable with the principal.

*PRINCIPAL AND SURETY / CONTRACTS*

Customarily, a suretyship arrangement arises when a creditor refuses to extend credit to a debtor unless a third party (the surety) agrees to provide additional security for repayment of the debt by undertaking the debtor's obligation to the creditor if the debtor fails to perform.

*DIVORCE / CONTRACTS*

Under Pennsylvania law, marital settlement agreements are subject to the law governing contracts and must be interpreted as written.

*DIVORCE / CONTRACTS*

A settlement agreement between spouses is governed by the law of contracts unless the agreement provides otherwise.

*DIVORCE / CONTRACTS*

When interpreting the language of a contract, the intention of the parties is a paramount consideration. In determining the intent of the parties, the court looks to what they have clearly expressed, for the law does not assume that the language was chosen carelessly.

*DIVORCE / CONTRACTS*

In construing agreements involving clear and unambiguous terms, a Court need only examine the writing itself to give effect to the parties' understanding, meaning the intent of the parties is generally the writing itself.

*DIVORCE / CONTRACTS*

Pennsylvania law is clear that a marital debt is one that accrues to both husband and wife jointly before the separation.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA

Civil Court

Trial Docket No. 12434 - 2017

974 WDA 2020

Appearances: Scott M. Hare, Esq. appeared on behalf of Appellant  
Steven E. George, Esq. appeared on behalf of Appellee

**1925(a) OPINION**

November 16, 2020

Domitrovich, J.,

This case concerns the signing of an Unconditional Guarantee Suretyship Agreement by Appellant Katherine M. Moore [hereinafter Appellant], in her individual capacity, for a Small Business Administration loan [hereinafter SBA loan] to J.J. Moore Sales, Inc. [hereinafter J.J. Moore]. In 2002, both Appellant and Appellee Mark L. Moore [hereinafter Appellee] individually signed separate Unconditional Guarantee Suretyship Agreements to guarantee the SBA loan to J.J. Moore at the time of the loan's disbursement by the SBA.<sup>1</sup> In 2008, Appellant and Appellee initiated divorce proceedings at Docket No. 10800 - 2008, culminating in 2012 with the signing of a Marital Separation and Property Agreement [hereinafter Separation Agreement] and Divorce Decree incorporating said Separation Agreement.<sup>2</sup> This Separation Agreement does not evidence specifically that Appellant's SBA loan debt was contemplated during the formation of the Separation Agreement. The parties did not specifically indicate the Separation Agreement was intended to abrogate Appellant's direct and immediate obligation as surety for the SBA loan. This SBA loan was made to J.J. Moore, not Appellee, as Appellee was also a surety for the SBA loan to J.J. Moore; therefore, Appellee's actions did not result in Appellant's obligation under the loan. More importantly, Appellant's obligation to answer to the SBA for the loan to J.J. Moore is the direct result of her own actions when she signed the Unconditional Guarantee Suretyship Agreement, and not the actions of either J.J. Moore or Appellee. The SBA is seeking repayment from Appellant through the Unconditional Guarantee Suretyship Agreement individually signed by Appellant. Therefore, this Trial Court granted Appellee's Motion for Summary Judgment and denied Appellant's Motion for Summary Judgment as to Appellee's obligation to indemnify Appellant for the instant SBA loan.

In Appellant's 1925(b) Concise Statement, Appellant's counsel alleges this Trial Court erred as to four conclusions of law which this Trial Court has combined into one issue: whether Appellant's executing an individual and separate Unconditional Guarantee Surety Agreement with the SBA to guarantee the SBA loan can be enforced under the indemnification provision of Appellant and Appellee's Separation Agreement which does not indicate any intent of the parties to have Appellee indemnify Appellant for debts and obligations she separately incurred herself?

The procedural history of this case is as follows: In 2012, at the Divorce Docket Number 10800 - 2008, Appellant and Appellee signed the instant Separation Agreement and were issued a Divorce Decree. On August 30, 2017, Appellant filed the instant Complaint at Civil Docket Number 12434 - 2017 seeking to bring Appellant's Suretyship Agreement under the Separation Agreement.<sup>3</sup> Appellant's Complaint alleged one count of breach of contract regarding

<sup>1</sup> Appellee indicates he was discharged from his obligation to the SBA in Chapter 7 bankruptcy on April 7, 2009. Whether Appellee or J.J. Moore was discharged from any obligation for the SBA loan was not a determinative issue before this Trial Court. Rather, the controlling issue before this Trial Court was whether Appellant's obligation to the SBA, as a result of the Unconditional Guarantee Suretyship Agreement, was subject to the Separation Agreement's indemnification provision.

<sup>2</sup> In 2017, Appellant filed the instant action for enforcement under the Separation Agreement at a new docket number — Civil Action Docket Number 12434 of 2017 — which is not under the parties' divorce Docket Number of 10800 of 2008, where the Separation Agreement was filed and docketed with all other relevant divorce information.

<sup>3</sup> Appellant filed the instant action after receiving a June 2015 Administrative Order from the SBA holding Appellant liable for the SBA loan under the Unconditional Guarantee Suretyship Agreement. Despite Appellant claiming in the initial Complaint she did not remember executing the instant Unconditional Guarantee Suretyship Agreement, Appellant argued in front of the SBA that she was an innocent spouse and that the SBA failed to join Appellee as an indispensable party. The SBA rejected Appellant's claims.

the 2012 Separation Agreement. Appellant also claimed entitlement to attorney's fees for responding to the claims of the SBA/Department of the Treasury against Appellant. Appellee filed Preliminary Objections to Appellant's Complaint on September 21, 2017, which were overruled by this Trial Court on April 17, 2018. Appellee filed an Answer, New Matter, and Counterclaim on May 10, 2018, to which Appellant filed a Reply to New Matter and Answer to Counterclaim on December 24, 2018. A lengthy discovery process ensued. On June 9, 2020, Appellee filed his Motion for Summary Judgment, and on July 1, 2020, Appellant filed her Motion for Summary Judgment. This Trial Court heard argument regarding both Motions for Summary Judgment on August 3, 2020, wherein both parties were represented by counsel. On August 17, 2020, this Trial Court issued an Opinion and Order stating reasons and relevant law for denying Appellant's Motion for Summary Judgment and granting Appellee's Motion for Summary Judgment.

On September 15, 2020, Appellant timely filed a Notice of Appeal with the Prothonotary of the Erie County Court of Common Pleas as well as the Pennsylvania Superior Court. Also on September 15, 2020, this Trial Court issued a 1925(b) Order to Appellant directing Appellant to file a Concise Statement of Matters Complained of on Appeal with this Trial Court. Appellant timely filed her 1925(b) Concise Statement on October 6, 2020.

Under Pennsylvania law, a surety agreement is a contract and the language of the surety agreement determines the surety's rights and liabilities. *Beckwith Machinery Co. v. National Union Fire Ins. Co. of Pittsburgh*, 809 A.2d 403, 406 (Pa. Super. 2005). "A contract of suretyship is between the principal debtor and the surety." *Reliance Ins. Co. v. Penn Paving, Inc.*, 734 A.2d 833, 836 (Pa. 1999). "A suretyship is a direct and original undertaking, under which the obligor is primarily and jointly liable with the principal." *Deeter v. Dull Corp., Inc.*, 617 A.2d 336, 341 (Pa. Super. 1992) (citing *Wurlitzer Co. v. Oliver*, 334 F. Supp. 1009 (W.D. Pa. 1971)). "Customarily, a suretyship arrangement arises when a creditor refuses to extend credit to a debtor unless a third party (the surety) agrees to provide additional security for repayment of the debt by undertaking the debtor's obligation to the creditor if the debtor fails to perform." *Continental Bank v. Axler*, 510 A.2d 726, 729 (Pa. Super. 1986). "A surety is one who undertakes to pay money or perform other acts in the event that his principal fails therein, and the surety is directly and immediately liable for the debt." *Wurlitzer Co.*, 334 F. Supp. at 1013 (citing *In re Brock's Assigned Estate*, 166 A. 778 (Pa. 1933)).

In this case, both Appellant and Appellee signed separate Unconditional Guarantee Suretyship Agreements in their individual capacities. These Unconditional Guarantee Suretyship Agreements provide that Appellant and Appellee are both guarantors and that the borrower is J.J. Moore. Each Unconditional Guarantee Suretyship Agreement provides in relevant part: "Guarantor unconditionally guarantees payment to Lender of all amounts owing under the Note. This Guarantee remains in effect until the Note is paid in full. **Guarantor must pay all amounts due under the Note when Lender issues written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.**"<sup>4</sup> The Unconditional Guarantee Suretyship Agreement requires guarantor

<sup>4</sup> Under Pennsylvania law, a contract that guarantees the debt of another is a suretyship agreement when the creditor is entitled to seek payment directly from the guarantor/surety without being required to first seek payment from the principal debtor. See *McIntyre Square Assoc. v. Evans*, 827 A.2d 446, 451 n. 7 (Pa. Super. 2003) (citing *Reuter v. Citizens & North Bank*, 599 A.2d 673, 678 n. 3 (Pa. 1991)). Since KeyBank was entitled to seek payment directly from both Appellant and Appellee under the instant agreements, these contracts were suretyship contracts.

waive any right to require demand be made upon the borrower, J.J. Moore. The Unconditional Guarantee Suretyship Agreement requires guarantor waive any right to notice of default and notice of any change in the financial condition or business operations of borrower or any guarantor. The Unconditional Guarantee Suretyship Agreement requires guarantor waive any defense to payment due to any change in the financial condition of borrower or any guarantor. The Unconditional Guarantee Suretyship Agreement requires guarantor waive any defense Borrower has avoided liability on the note. Finally, the Unconditional Guarantee Suretyship Agreement states all guarantors are jointly and severally liable for repayment of the note.

The Unconditional Guarantee Suretyship Agreement clearly states the borrower/principal debtor is J.J. Moore, and Appellant and Appellee are sureties for J.J. Moore's SBA loan. Since under Pennsylvania law a principal debtor may not act as her or his own surety, J.J. Moore and Appellee are not considered the same entity any more than J.J. Moore and Appellant are considered the same entity. See *Hamilton v. Harida*, 421 A.2d 396, 399 (Pa. Super. 1980) (citing *Brock's Assigned Estate (No. 1)*, 166 A. 778 (Pa. 1933)). J.J. Moore, as a corporation, is its own entity. Therefore, Appellant's argument that the debt she incurred in the instant case was incurred solely and entirely by Appellee is without merit. Appellant's argument rests on the idea that since Appellee was President and sole shareholder of J.J. Moore, Appellee is solely and entirely liable for J.J. Moore's inability to repay the loan. However, as Appellee cannot be both principal debtor and surety for the SBA loan, to the extent any person or entity other than Appellant is liable for Appellant's obligation to repay the loan, that person or entity is J.J. Moore, not Appellee.

However, regardless of J.J. Moore's inability to repay the loan and the effect J.J. Moore's inability to repay had on the SBA's choice to seek repayment from Appellant, Appellant's obligations to the SBA are determined by the Unconditional Guarantee Suretyship Agreement she executed, not by any actions of Appellee or J.J. Moore. Under Pennsylvania law, the Unconditional Guarantee Suretyship Agreement determines Appellant's rights and obligations as surety for the SBA loan granted to the borrower, J.J. Moore. Also under Pennsylvania law, a surety incurs a direct and immediate liability for the debt. While the above list of obligations under the Unconditional Guarantee Suretyship Agreement does not represent an exhaustive list of the obligations contained therein, these obligations clearly indicate the instant Unconditional Guarantee Suretyship Agreement led to Appellant's direct and immediate obligation to the SBA for its loan to J.J. Moore. The Suretyship Agreement states clearly Appellant herself undertook as an individual guarantor to repay the full amount of the note, and Appellant remains liable until the loan is repaid in full. Appellant agreed to be unconditionally bound to the instant Unconditional Guarantee Suretyship Agreement. Appellant agreed to be jointly and severally liable for repayment of the note. Appellant waived notice and defenses to repayment regarding the change in financial circumstances or conditions of J.J. Moore or Appellee.

Despite Appellant incurring a direct and immediate obligation for the SBA loan pursuant to the Unconditional Guarantee Suretyship Agreement, Appellant argues she is entitled to indemnification for this obligation from Appellee under the Separation Agreement. In order to determine whether such a direct and immediate obligation is included within the Separation Agreement, the Separation Agreement must be examined closely. Under Pennsylvania law, marital settlement agreements are subject to the law governing contracts and must be

interpreted as written. *In re Estate of Easterday*, 209 A.3d 331, 337 (Pa. 2019). “A settlement agreement between spouses is governed by the law of contracts unless the agreement provides otherwise.” *Stamirro v. Stamirro*, 889 A.2d 1251, 1258 (Pa. Super. 2005) (quoting *Chen v. Chen*, 840 A.2d 355, 360 (Pa. Super. 2003)). “When interpreting the language of a contract, the intention of the parties is a paramount consideration. In determining the intent of the parties, the court looks to what they have clearly expressed, for the law does not assume that the language was chosen carelessly.” *Melton v. Melton*, 831 A.2d 646, 653-54 (Pa. Super. 2003). “In construing agreements involving clear and unambiguous terms, a Court need only examine the writing itself to give effect to the parties’ understanding, meaning the intent of the parties is generally the writing itself. *Rosiecki v. Rosiecki*, 231 A.3d 928, 933 (Pa. Super. 2020) (quoting *Lang v. Meske*, 850 A.2d 737, 739-40 (Pa. Super. 2004); *Stamirro*, 889 A.2d at 1258).

In the instant case, Appellant argues clause 11 of the Separation Agreement, titled *Future Title, Ownership, and Liability*, supports her argument that Appellee is allegedly bound to indemnify her under the Separation Agreement. The first paragraph of clause 11 states: “Each of the parties shall hereafter own, have and enjoy, all items of real and personal property now or hereafter belonging to him or her and now or hereafter in his or her possession, with full power to him or her to dispose of the same as fully and effectively, in all respects and for all purposes, as though her or she were unmarried.” The second paragraph, which Appellant relies upon, states: “The Husband and Wife represent and warrant to each other that they have not incurred debts or made any contracts for which the other or his or her estate may be liable and will not hereafter incur any such debts or make any such contracts. Each party agrees to indemnify the other from any debts or contracts that may exist or come into existence in violation of this clause.” See Complaint, p. 16.

This Trial Court finds and concludes the language of clause 11 in the Separation Agreement is clear and unambiguous. This Trial Court is, therefore, bound to interpret this contract as written. To determine whether Appellant or Appellee is bound to indemnify the other for the Suretyship Agreements which both Appellant and Appellee signed in an individual capacity, this Trial Court must examine the intent of the parties as determined by the language of the Separation Agreement. Vital to this determination is the clear and unambiguous language that “Husband and Wife represent and warrant to each other that they have not **incurred debts or made any contracts for which the other or his or her estate may be liable ...**” *Id.* By this clear and unambiguous language, the intent of both Appellant and Appellee was to indemnify each other only for debts and obligations incurred by either person that the other, or their estate, is held liable. Appellant or Appellee must have incurred a debt or obligation for which the other has become liable. Therefore, if either Appellant or Appellee individually incurred a debt obligation for which the other party would be held liable, said person would indemnify the other for that obligation. However, if Appellant or Appellee incurred a debt obligation for which he or she personally is being held liable, Appellant or Appellee would not be entitled to indemnification from the other party.

The interpretation of this contract is further strengthened by the third “Whereas” clause of the Separation Agreement: “... [T]he parties are desirous of settling fully and finally their respective financial and property rights and obligations **as between each other** including, without limitation or specification: the settling of all matters between them relating to the

ownership and equitable distribution of real and personal property ... and in general, the settling of any and all claims and possible claims by one against the other or against their respective estates.” *Id.* at p. 12-13. Clearly, the property and financial rights in question are those as between Appellant and Appellee, and not those property or financial rights either Appellant or Appellee had incurred individually.

Moreover, both the first paragraph of clause 11 and the third “Whereas” clause refer to real and personal property as well as financial rights and interests in the context of marital property and interests being divided by the Separation Agreement. All marital debts and obligations incurred between Appellant and Appellee are included, but not debts or obligations incurred individually by either Appellant or Appellee for which said person would now be held liable. Pennsylvania law is clear that a marital debt is one that accrues to both husband and wife jointly before the separation. See Standard Pennsylvania Practice 2d § 126:559; *Litmans v. Litmans*, 673 A.2d 382 (Pa. Super. 1996). While in the instant case both Appellant and Appellee were married at the time they executed separate suretyship agreements, Appellant solely and individually executed a separate Unconditional Guarantee Suretyship Agreement. The debt accrued to Appellant individually pursuant to the Unconditional Guarantee Suretyship Agreement she signed.

In the instant case, therefore, Appellant herself incurred the obligation to repay the SBA loan and the instant debt by signing the Unconditional Guarantee Suretyship Agreement in 2002. Otherwise, the SBA would have no mechanism to seek repayment from Appellant for this obligation she incurred separately and not due to Appellee’s actions. According to the Separation Agreement, Appellant is only entitled to indemnification from Appellee for debts, contracts, or obligations Appellee incurred for which either Appellant or Appellant’s estate is now liable. The Separation Agreement provides for the right of indemnification if either Appellant or Appellee incurred a debt obligation that the other person would be held liable for; however, this is not the case here. Since Appellant’s obligation to the SBA stems from Appellant having individually executed the 2002 Suretyship Agreement with the SBA, Appellant’s own contract has resulted in her obligation to repay the debt to the SBA. The SBA is entitled through Appellant’s signing the Unconditional Guarantee Suretyship Agreement to seek full repayment directly from Appellant without having to seek repayment from either J.J. Moore or Appellee. For these reasons, Appellant is not entitled to indemnity from Appellee for her personal obligation incurred to the SBA.

For all of the above reasons, this Trial Court properly found and concluded the Separation Agreement did not provide for indemnification of debts or contracts incurred by either Appellant or Appellee in an individual capacity. Neither Appellant nor Appellee is entitled to have individual debts or obligations separately incurred indemnified by the other. By individually executing this Unconditional Guarantee Suretyship Agreement in 2002 with the SBA, Appellant herself incurred this debt obligation to the SBA.

This Trial Court honorably requests the Pennsylvania Superior Court affirm this Trial Court’s August 17, 2020 Order granting Appellee’s Motion for Summary Judgment and denying Appellant’s Motion for Summary Judgment.

**BY THE COURT**

/s/ **Stephanie Domitrovich, Judge**

**NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT I.O.P. 65.37****KATHERINE M. MOORE, Appellant****v.****MARK L. MOORE**

IN THE SUPERIOR COURT OF PENNSYLVANIA

No. 974 WDA 2020

Appeal from the Order Entered August 17, 2020

In the Court of Common Pleas of Erie County Civil Division at No(s):

No. 12434-17

BEFORE: MURRAY, J., KING, J., and MUSMANNO, J.

MEMORANDUM BY MUSMANNO, J.:

**FILED: AUGUST 27, 2021**

Katherine M. Moore (“Katherine”) appeals from the August 17, 2020, Order granting the Motion for Summary Judgment filed by Mark L. Moore (“Mark”) and denying Katherine’s Motion for Summary Judgment. After careful review, we affirm.

The trial court provided the following history underlying this appeal:

The controversy in this case stems from a \$200,000 KeyBank Small Business Administration (SBA) loan [(the “SBA loan”)] made to J.J. Moore Sales, Inc. [(“J.J. Moore”)][,] in May of 2002. [Mark] was the sole owner and proprietor of J.J. Moore at the time of the loan, and both [Katherine] and [Mark], who were married at the time, individually guaranteed the loan. They executed a suretyship agreement titled “Unconditional Guarantee” on May 15, 2002 [(the “Suretyship Agreement”)], which states[,] in relevant part:

Guarantor unconditionally guarantees payment to Lender of all amounts owing under the Note. This Guarantee is in effect until the Note is paid in full. Guarantor must pay all amounts due under the Note when Lender issues written demand upon Guarantor. Lender is not required to seek payment from any other source before demanding payment from Guarantor.

Under the Suretyship Agreement, both [Katherine] and [Mark] also waived their rights to require demand be made upon the borrower, J.J. Moore, and to notice of default under the Note.

Prior to the [SBA] loan’s scheduled date of maturity[,] on May 15, 2009, both J.J. Moore and [Mark] filed for bankruptcy. J.J. Moore filed for Chapter 11 bankruptcy on May 11, 2006[,] and had its Chapter 11 Plan and Disclosure Statement approved on May 16, 2007. [Mark] filed for Chapter 7 bankruptcy on December 7, 2008[,] and was discharged by [O]rder of court, dated April 7, 2009.

Meanwhile, on February 15, 2008, [Katherine] filed for divorce in the Erie County Court of Common Pleas. [Katherine] and [Mark] executed a Separation and Property Agreement [(the “Separation Agreement”)] on May 1, 2012[,] whereby the marital assets and liabilities were divided between [Katherine] and [Mark]. On June 12, 2012, the [c]ourt adopted the terms of [the Separation Agreement] and issued a [D]ivorce [D]ecree. One of the paragraphs in the Separation Agreement, clause 11, is entitled “Future Title, Ownership, and Liability.” The first paragraph of this clause divided the claims and rights of both parties to the property granted them under the [Separation Agreement], giving each party full ownership of whatever property either was granted. The second paragraph of clause 11 [(the “Indemnification Clause”)] ... reads:

The Husband and the Wife represent and warrant to each other that they have not incurred debts or made any contracts for which the other or his or her estate may be liable and will not hereafter incur any such debts or make any such contracts. Each party agrees to indemnify the other from any debts or contracts that may exist or come into existence in violation of this clause.

[Separation Agreement, 5/1/12, at 5.]

In January of 2014, the SBA sent [Katherine] a [N]otice demanding she satisfy the balance remaining on the SBA loan. [Katherine] disputed her obligation to [the SBA] loan and hired counsel to seek her release from any obligation thereunder. [Katherine] argued several claims before the SBA, including [that] the SBA claim was time-barred; she detrimentally relied on the SBA’s inaction to that point; and the SBA failed to join [Mark] as an indispensable party. The SBA, by administrative [O]rder, rejected [Katherine’s] claims in June of 2015. Since April of 2016, the Department of the Treasury has been garnishing [Katherine’s] wages to recover the balance of the SBA loan. [Katherine] filed suit against [Mark] on August 30, 2017.

In the instant case, [Katherine] claims [Mark] has breached the terms of the [Indemnification Clause] by not agreeing to indemnify her SBA loan obligation. [Katherine] argues [that] since [Mark] was required under the Separation Agreement to notify her of any obligations or debts he incurred for which she would be held liable, [Mark] was obligated to inform her of and indemnify her against the SBA loan. She asserts [that Mark], acting in his capacity as the sole owner and proprietor of J.J. Moore, incurred a debt when J.J. Moore defaulted on the SBA loan, which [Katherine] is now being held liable for. [Katherine] also argues [that Mark] was not discharged of this debt in bankruptcy proceedings. [Katherine] alleges in her Complaint that she did not have any recollection of signing the Suretyship Agreement, and that if she did, it was only at the “request and insistence” of [Mark]. In [Katherine’s] view, however, and regardless of the Suretyship Agreement, this debt was incurred by the actions of [Mark], and [Mark] is liable under the Separation Agreement to indemnify [Katherine].

[Mark] claims, on the other hand, he had no duty under the Separation Agreement to

notify [Katherine] of her obligation to the SBA loan and he has no duty to indemnify her against her obligation, either. [Mark] argues J.J. Moore, a corporate entity, and not [Mark] individually, defaulted on the SBA loan, and [Katherine] incurred her obligation through the Suretyship Agreement she signed in 2002. [Mark] also argues he was discharged of this debt in bankruptcy court and, therefore, did not have any debt to notify [Katherine] of when he signed the Separation Agreement. [Mark] argues it is absurd for [Katherine] to require him to notify her and indemnify her against her own debt obligation.

Both parties filed respective Motions for Summary Judgment. The parties are not disputing the formation or validity of the Suretyship Agreement, nor is either party disputing whether both [Katherine] and [Mark] signed the Suretyship Agreement, as indicated during the hearing on the record. The parties are not disputing the formation or validity of the Separation Agreement, nor that both parties have signed and are bound by the Separation Agreement. And, as explained above, whether [Mark] or J.J. Moore were discharged of liability for the SBA loan during the relevant bankruptcy proceedings does not affect the outcome in this case, and is, therefore, not material to this case. There is one substantive issue before this [t]rial [c]ourt: whether [Mark] is liable under the Separation Agreement to indemnify [Katherine] against her obligation to secure the SBA loan. In other words, whether the [Indemnification Clause] relieves [Katherine] of her obligation under the Suretyship Agreement and places it on [Mark].

Trial Court Opinion, 8/17/20, at 2-4 (citation and footnotes omitted).

The trial court held a hearing on the parties' Motions for Summary Judgment on August 3, 2020. Thereafter, the trial court entered an Order denying Katherine's Motion for Summary Judgment and granting Mark's Motion for Summary Judgment. Katherine filed a timely Notice of Appeal, and a court-ordered Pa.R.A.P. 1925(b) Concise Statement of matters complained of on appeal.

Katherine presents the following question for our review:

Did the [t]rial [c]ourt err in denying [Katherine's] Motion for Summary Judgment and granting [Mark's] Motion for Summary Judgment where: (i) the parties' [Separation Agreement] requires [Mark] to indemnify [Katherine] for any debts [Mark] incurred or any contracts [Mark] made for which [Katherine] may be liable, (ii) during their marriage, [Mark] made a contract in the form of a SBA [l]oan, (iii) [Mark] solely and unilaterally incurred a debt to the benefit of his business of which he was the President and sole shareholder, (iv) [Katherine] was held liable for the SBA [l]oan, and (v) [Mark] failed to indemnify [Katherine] for the SBA [l]oan?

Appellant's Brief at 2-3.<sup>1</sup>

Our standard of review of a trial court's grant or denial of a motion for summary judgment is well settled:

<sup>1</sup> In her brief, Katherine also argues that she is entitled to reimbursement for legal fees accrued in conjunction with defending the collection activity as well as the instant breach of contract litigation. Brief for Appellant at 21-23.

We view the record in the light most favorable to the nonmoving party, and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. Only where there is no genuine issue as to any material fact and it is clear that the moving party is entitled to a judgment as a matter of law will summary judgment be entered. Our scope of review of a trial court's order granting or denying summary judgment is plenary, and our standard of review is clear: the trial court's order will be reversed only where it is established that the court committed an error of law or abused its discretion.

*Good v. Frankie & Eddie's Hanover Inn, LLP*, 171 A.3d 792, 795 (Pa. Super. 2017) (citing *Hall v. CNX Gas Co., LLC*, 137 A.3d 597, 601 (Pa. Super. 2016) (citation omitted)).

In support of her appeal, Katherine argues that the trial court erred because the plain language of the Indemnification Clause was triggered when Mark incurred a debt for which Katherine may be liable. Brief for Appellant at 13. Specifically, Katherine argues that "[Mark] agreed to indemnify [Katherine] for [] any debts 'incurred' or [] any 'contracts' that [Mark] 'made' from either of which [Katherine] 'or her estate may be liable.'" *Id.* at 14. Katherine argues that the undisputed facts show that Mark, on behalf of J.J. Moore, made a contract, and that the Indemnification Clause does not place any qualifiers on the phrase "made a contract." *Id.* at 15. She asserts that the Indemnification Clause does not limit the scope of debts nor the means by which Katherine may be liable. *Id.* She further avers that, according to Pennsylvania's rules of contract interpretation, this Court is required to "ascertain and give effect to the intent of the contracting parties." *Id.*

Katherine also argues that Mark incurred the debt — the SBA loan — in his capacity as the President of J.J. Moore. *Id.* at 16. She posits that even though she signed the Suretyship Agreement for the debt, the debt would not have come due if J.J. Moore had not defaulted on the loan. *Id.* She further claims that the Indemnification Clause contains no limit on the mechanism of liability, and the term "may be liable" applies regardless of whether the liability was caused by Mark's actions alone or only incurred during the marriage. *Id.* at 17. Katherine also points to the fact that her interpretation of the Indemnification Clause is consistent with the remainder of the Separation Agreement, because the Indemnification Clause is listed after the provisions that distribute assets and liabilities. *Id.* at 17-18.

Thus, Katherine contends that she was entitled to summary judgment on her breach of contract claim as a matter of law, because Mark had a duty to indemnify her for the SBA loan; he failed to do so; and that breach caused Katherine's damages. *Id.* at 19.

In his brief, Mark argues that Katherine's claim must fail because she entered into the Suretyship Agreement of her own undertaking and that the Suretyship Agreement formed the sole basis for her liability. Brief for Appellee at 6. Mark further claims that the purpose of the Indemnification Clause "was not to allocate responsibility for known obligations because, presumably, the parties would have done that explicitly and directly." *Id.* He posits that "the parties distributed the known assets and obligations of the marital estate, and wanted to ensure, through [the Indemnification Clause], that the other spouse had not and would not incur any additional debt on their behalf." *Id.*

Mark asserts that, ultimately, Katherine's claim must fail because he did not incur any debt or contracts on behalf of Katherine. *Id.* He avers that the Suretyship Agreement was an individual obligation of Katherine's and the sole basis for liability for the SBA Loan. *Id.* Pursuant to that Agreement, the SBA could seek repayment of the SBA loan from Katherine,

individually, without seeking payment from either Mark or J.J. Moore. *Id.* 6-7.

Alternatively, Mark argues that even if Katherine's general interpretation of the Indemnification Clause were correct, it is undisputed that Mark did not incur the debt, but rather, it was a non-marital debt of J.J. Moore. *Id.* at 8. Mark further asserts that the fact that he was the sole shareholder and President of J.J. Moore is insufficient "to consider the SBA [l]oan as a personal obligation or undertaking of Mark." *Id.* (citing *Marano v. Granata*, 24 A.2d 148, 149 (Pa. Super. 1942), as standing for the proposition that an agent acting for a disclosed principal is not a party to the contract.). Moreover, Mark points to the fact that the Note identifies the borrower as J.J. Moore and his signature line stated, "Mark L. Moore, President," and he signed the Note followed by the word "Pres." *Id.* at 9. This is in contrast to the signature line on the Suretyship Agreement which reads, "Mark L. Moore, Individual." *Id.* Thus, in the absence of fraud or wrongdoing, Mark contends that the law does not support Katherine's argument that the obligation of the principal should be attributed to the agent. *Id.* Finally, Mark argues that Katherine has failed to show that the corporate veil should be pierced, and Mark held liable for the debt of J.J. Moore. *Id.* at 10.

In its Opinion, the trial court aptly addressed Katherine's issue on appeal, set forth the relevant law, and found no merit to that issue. We adopt the sound analysis and Opinion of the trial court as if set forth fully herein. *See* Trial Court 1925(a) Opinion, 11/16/20, at 4-12.

Further, the contract between Katherine and the SBA is one for a suretyship. *See McIntyre Square Assocs. v. Evans*, 827 A.2d 446, 452 n.7 (Pa. Super. 2003) (discussing suretyship and guarantee agreements, and noting "[w]hile both guaranty and suretyship agreements are agreements to be liable for the debt of another, the principal difference is that the creditor may look to the surety for immediate payment upon the debtor's default, without first attempting to collect the debt from the debtor, whereas the creditor must first seek payment from the debtor before going after a guarantor."); *see also* 8 P.S. § 1 (providing that all agreements to answer for the debt of another will be considered a suretyship unless the agreement specifically states otherwise). Thus, pursuant to the terms of the Suretyship Agreement, Katherine agreed to repay the SBA loan upon the default of J.J. Moore, and not upon any action on the part of Mark.

In the instant case, Katherine has failed to show that Mark breached the duties imposed upon him by the Indemnification Clause and consequently, her claim must fail. *See McCausland v. Wagner*, 78 A.3d 1093, 1101 (Pa. Super. 2013). (To succeed on a breach of contract claim, a plaintiff must prove the following elements: 1) existence of a contract, including essential terms, 2) a breach of the duty imposed by the contract, and 3) resulting damages.) As the trial court found, Katherine's obligation to repay the SBA loan is the result of the Suretyship Agreement, which she individually signed. *See* Trial Court 1925(a) Opinion, 11/16/20, at 12. The trial court's findings are supported in the record, and its legal conclusions are sound. Finding no abuse of discretion or error of law on the part of the trial court in granting summary judgment in favor of Mark and denying Katherine's Motion for Summary Judgment, we affirm the trial court's Order.<sup>2</sup>

Order affirmed.

Judgment Entered.

/s/ Joseph D. Seletyn, Esq.

Prothonotary

Date: 08/27/2021

<sup>2</sup> Given our disposition of Katherine's first issue, we conclude she is not entitled to attorneys' fees.

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**ACTION TO QUIET TITLE  
IN THE EIGHTEENTH  
JUDICIAL DISTRICT  
DISTRICT COURT,  
SEDGWICK COUNTY, KANSAS  
CIVIL DEPARTMENT**

CASE NO.: 2021-CV-001386-OT  
Ronald J. Cornejo, Plaintiff

vs.

Daniel Miner; Kansas  
Department of Revenue; Kansas  
Highway Patrol; Defendants  
PURSUANT TO CHAPTER 60  
OF K.S.A.

**NOTICE OF SUIT**

THE STATE OF KANSAS, to the above-named defendants and all unknown claimants of defendants and their unknown heirs, executors, administrators, devisees, trustees, creditors and assigns of all any deceased defendants, including existing, dissolved, or dormant legal entities, and all other persons who are or may be concerned.

You are notified that Plaintiff has filed a Petition to Quiet Title to a 1956 Dodge Powerwagon (the "Petition"), for that certain vehicle, Vehicle Identification Number (VIN) 83948321, and is further described in the Petition (the "1956 Dodge Powerwagon"), with the District Court of Sedgwick County, Kansas, praying for a determination of ownership and quieting title to such 1956 Dodge Powerwagon in Plaintiff's name, and you are required to plead your objection(s) to the Petition **on or before September 16, 2021**, in the District Court of Sedgwick County, Kansas. If you fail to plead, judgment and decree will be entered in due course upon the Petition.

Respectfully submitted,

/s/ Morgan B. Koon

By: Morgan B. Koon, #21556

800 E. 21st Street, North,  
Wichita, KS 67214

Tel. (316) 201-1681/

Fax (316) 201-1686

Attorneys for Plaintiff

Aug. 27 and Sept. 3, 10, 17

**CHANGE OF NAME NOTICE**  
IN THE COURT OF COMMON  
PLEAS OF ERIE COUNTY,  
PENNSYLVANIA:

In The Matter Of The Change Of Name Of: EMMAL LI ALI  
Notice is hereby given that on May 6, 2021, at approximately 11:58 A.M., the Petition of Emmal Li Ali was filed in the Court of Common Pleas of Erie County, Pennsylvania for a decree to change Emmal Li Ali's name to Emmal Lee Qassem Issa Dashti. The Court has fixed September 14th, 2021, at 3:15 p.m. in Courtroom G, Room 222 on the 2nd Floor at Erie County Courthouse as the time and place for the hearing on said Petition, when and where all persons interested may appear and show cause, if any, why the prayer of relief of the said Petition should not be granted.

Charles Kwalonue Sunwabe Jr.,  
M.A., Esquire  
1001 State Street, Suite 524  
Erie, Pennsylvania 16501  
TELE: 814-367-4313  
Fax: 814-367-4313  
EMAIL: Sunwabelaw@gmail.com

Sept. 3

**CHANGE OF NAME NOTICE**

In the Court of Common Pleas of Erie County, Pennsylvania 11869-21 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Walter Scott Kowalczyk to Scott Kowalczyk and Walter Conan Kowalczyk to Conan Kowalczyk. The Court has fixed the 13th day of October, 2021 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.

Sept. 3

**CHANGE OF NAME NOTICE**

In the Court of Common Pleas of Erie County, Pennsylvania 11839-21 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Mack William Miller to William Mack Miller.

The Court has fixed the 8th day of

October, 2021 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.

Sept. 3

**LEGAL NOTICE**

ATTENTION: ALEASA MARIE ERHART  
INVOLUNTARY TERMINATION OF PARENTAL RIGHTS IN THE MATTER OF THE ADOPTION OF MINOR FEMALE CHILD B.G.E.  
DOB: 04/13/2021  
94 IN ADOPTION 2021

If you could be the parent of the above-mentioned children, at the instance of Erie County Office of Children and Youth you, laying aside all business and excuses whatsoever, are hereby cited to be and appear before the Orphan's Court of Erie County, Pennsylvania, at the Erie County Court House, Judge Erin Connelly Marucci, Courtroom 214-D, City of Erie on October 11, 2021 at 10:00 a.m. and there show cause, if any you have, why your parental rights to the above children should not be terminated, in accordance with a Petition and Order of Court filed by the Erie County Office of Children and Youth. A copy of these documents can be obtained by contacting the Erie County Office of Children and Youth at (814) 451-7740.

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

You have a right to be represented at the Hearing by a lawyer. You should take this paper to your lawyer at

once. If you do not have a lawyer, or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Family/Orphan's Court Administrator  
Room 204 - 205

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

NOTICE REQUIRED BY ACT 101 OF 2010: 23 Pa. C.S. §§2731-2742. This is to inform you of an important option that may be available to you under Pennsylvania law. Act 101 of 2010 allows for an enforceable voluntary agreement for continuing contact or communication following an adoption between an adoptive parent, a child, a birth parent and/or a birth relative of the child, if all parties agree and the voluntary agreement is approved by the court. The agreement must be signed and approved by the court to be legally binding. If you are interested in learning more about this option for a voluntary agreement, contact the Office of Children and Youth at (814) 451-6688, or contact your adoption attorney, if you have one.

Sept. 3

**LEGAL NOTICE**

ATTENTION: UNKNOWN BIOLOGICAL FATHER  
INVOLUNTARY TERMINATION OF PARENTAL RIGHTS IN THE MATTER OF THE ADOPTION OF

MINOR FEMALE CHILD B.G.E.  
DOB: 04/13/2021

BORN TO: ALEASA MARIE ERHART

94 IN ADOPTION, 2021

If you could be the parent of the above-mentioned children, at the instance of Erie County Office of Children and Youth you, laying aside all business and excuses whatsoever, are hereby cited to be and appear before the Orphan's Court of Erie County, Pennsylvania, at the Erie County Court House, Judge Erin Connelly Marucci, Courtroom 214-D, City of Erie on October 11, 2021 at 10:00 a.m. and there show cause, if any you have, why your parental rights to the above children should not be terminated, in accordance with a Petition and Order of Court filed by the Erie County Office of Children and Youth. A copy of these documents can be obtained by contacting the Erie County Office of Children and Youth at (814) 451-7740.

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Sept. 3

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Confidential inquiries by phone or email to [mrsinfo@mrs-co.com](mailto:mrsinfo@mrs-co.com).

**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

**SEPTEMBER 17, 2021**

**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

Aug. 27 and Sept. 3, 10

**SALE NO. 1**

**Ex. #10211 of 2020**  
**U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF DWELLING SERIES IV TRUST, Plaintiff**

**v.**

**PAMELA A. YOUNG and TORREY J. YOUNG,**

**Defendants**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 2020-10211, U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF DWELLING SERIES IV TRUST vs. PAMELA A. YOUNG and TORREY J. YOUNG

Torrey J. Young and Pamela A. Young, his wife, as tenants by the entirety, owner(s) of property situated in the Borough of Wesleyville, Erie County, Pennsylvania being 3112 Woodlawn Avenue, Erie a/k/a Wesleyville, PA 16510

0.1942 Acres

Assessment Map number:

(50) 4-45-16

Assessed Value figure: \$76,660.00

Improvement thereon: Residential Dwelling

Adam J. Friedman, Esq.

Attorney Id Number: 328223

FRIEDMAN VARTOLO LLP

1325 Franklin Avenue, Suite 160

Garden City, NY 11530

(212) 471-5100

Attorneys for Plaintiff

Firm Case No.: 201659-1

Aug. 27 and Sept. 3, 10

**SALE NO. 3**

**Ex. #12297 of 2020**

**Specialized Loan Servicing LLC, Plaintiff**

**v.**

**Jennifer Gray, known heir of the Estate of Alan K. Gray, deceased and Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or under Alan Gray, Deceased, Defendants**

**DESCRIPTION**

By virtue of a Writ of Execution filed to No. 12297-2020, Specialized Loan Servicing LLC vs. Jennifer Gray, known heir of the Estate of Alan K. Gray, deceased and Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or under Alan Gray, Deceased, owner(s) of property situated in City of Erie, Erie County, Pennsylvania being 2226 Cherry Street, Erie, PA 16502

0.0657

Assessment Map number:

19-6018.0-100.00

Assessed Value figure: \$39,800.00

Improvement thereon: a residential dwelling

LOGS Legal Group LLP

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

Aug. 27 and Sept. 3, 10

**SALE NO. 5**

**Ex. #11823 of 2019**

**The Huntington National Bank, Plaintiff**

**v.**

**Christopher R. Thomas; Durham Dickerson, Defendants**

**DESCRIPTION**

By virtue of a Writ of Execution file to No. 2019-11823, The Huntington National Bank vs. Christopher R. Thomas; Durham Dickerson, owner(s) of property situated in the Township of Millcreek, Erie County, Pennsylvania being 3444 Anne Marie Drive, Erie, PA 16506 2,222 sq. ft.

Assessment Map Number:

33125555121000

Assessed Value figure: \$213,800.00

Improvement thereon:

Single Family Dwelling

Joseph E. DeBarberie, Esquire

Manley Deas Kochalski LLC

P.O. Box 165028

Columbus, OH 43216-5028

614-220-5611

Aug. 27 and Sept. 3, 10

# Perspectives on Domestic Violence Prevention and Pro Bono Opportunities

**Thursday, September 23, 2021**

**The Will J. Schaaf & Mary B. Schaaf Education Center  
at the ECBA, 429 West 6th Street, Erie, PA 16507**

**Registration:** 11:45 a.m.  
**Seminar:** 12:00 - 1:00 p.m.  
**Cost:** \$47 - ECBA Members (Judges & Attorneys)  
and their Non-attorney Staff  
\$60 - Non-members

**If attending in-person, a boxed lunch will be provided.**

**1 Hour Ethics CLE Credit**

**Presenters:**

**Hon. Cynthia Eddy** is the Chief United States Magistrate Judge for the U.S. District Court, Western District of Pennsylvania. She is active in numerous organizations and initiatives, including the Rise Re-entry Court, the Allegheny County Bar Association, the ACBA Federal Court Council, Phipps Conservatory and Habitat for Humanity.

**Hon. John Trucilla** has served the citizens of Erie County since taking the bench in 2002. He has diligently worked to ensure access to the Courts for all citizens including indigent and pro se litigants. Judge Trucilla has worked closely with members of the Bar to uphold the integrity and dignity of the practice of law.

**Hon. Richard Lanzillo** is a United States Magistrate Judge in the Erie Division of the U.S. District Court for the Western District of Pennsylvania. He has been active in the Erie County Bar Association and served as the Association's president in 2015. He is active in many other local charities and civic organizations.

**Amy Blackman**, Co-assistant Director and Director of Prevention Education, has been with the Crime Victim Center of Erie County for over 20 years. She has provided programming and presentations to thousands of individuals on both the local and state levels. She serves as the Chair of the Education Committee for the Pennsylvania Association of Sexual Assault Centers and is the agency representative on the Erie County Child Abuse Prevention Task Force.

**Robyn Young** is the Director of Domestic Violence Services and Interim Executive Director for SafeNet. She has been working in the field of domestic violence for 23 years and joined SafeNet in 2008. As SafeNet's Director of Domestic Violence Services, she regularly provides educational and professional programming.



**Program:**

**SafeNet** is Erie's only accredited domestic violence agency. SafeNet has been providing services to 1,500 people annually, including victims of domestic violence, and provides these comprehensive services free of charge.

SafeNet provides: an emergency shelter, counseling and advocacy, legal representation, children's programs, education and training and transitional housing.

**The Crime Victim Center of Erie County** provides a full continuum of services to victims and witnesses of any type of crime including sexual assault, homicide, simple and aggravated assault, robbery, home invasion, and child and elder abuse. Trained Counselor Advocates provide crisis intervention, counseling, accompaniment through the criminal justice and medical systems, and victim compensation and restitution assistance to help victims cope and begin healing.

Services: 24/7 hotline / crisis intervention, individual and group counseling, individual therapy, prevention education, accompaniment to police, medical, and court proceedings, assistance in filing for victim compensation and restitution, satellite offices, mandated reporter training, equine therapy for trauma and sexual abuse survivors.

**Reservations due to the ECBA office by September 16, 2021.**  
**Register at: <https://www.eriebar.com/events/public-registration/1738>**

**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**

**AMATANGELO, MARGARET E., a/k/a MARGARET AMATANGELO, a/k/a PEGGY AMATANGELO, deceased**

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

*Executor:* Aaron A. Amatangelo, c/o James J. Bruno, Esquire, 3820 Liberty Street, Erie, PA 16509

*Attorney:* James J. Bruno, Esquire, 3820 Liberty Street, Erie, PA 16509

**BARLOW, JOAN M., a/k/a JOAN M. LAMB BARLOW, deceased**

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

*Executor:* Benjamin B. Barlow, c/o Leigh Ann Orton, Esquire, Orton & Orton, LLC, 68 East Main Street, North East, PA 16428

*Attorney:* Leigh Ann Orton, Esquire, Orton & Orton, LLC, 68 East Main Street, North East, PA 16428

**BEVELACQUA, DONALD L., a/k/a DONALD BEVELACQUA, deceased**

Late of the City of Erie, Erie County

*Executor:* Donald C. Bevelacqua  
*Attorney:* Rachel A. George, Esq., Marsh Schaaf, LLP, 300 State Street, Suite 300, Erie, PA 16507

**CAMPAGNE, NANCY L., deceased**

Late of the City of Erie

*Executrix:* Lisa M. Winschel  
*Attorney:* John Mizner, Esquire, 311 West Sixth Street, Erie, PA 16507

**DANDAR, RONALD G., a/k/a RONALD GEORGE DANDAR, a/k/a RONALD DANDAR, deceased**

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

*Co-administrators:* Troy C. Dandar, 1541 Cobb Road, Spartansburg, PA 16434 and Brian K. Dandar, 21341 Trask Drive, Venango, PA 16440

*Attorney:* Valerie J. Kuntz, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

**DeSANTO, ANGELO P., a/k/a ANGELO DeSANTO, deceased**

Late of Erie County, Pennsylvania  
*Executor:* Timothy DeSanto, c/o David W. Bradford, Esq., 731 French Street, Erie, PA 16501  
*Attorney:* David W. Bradford, Esq., 731 French Street, Erie, PA 16501

**DUDA, KAREN K., deceased**

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

*Administrator:* Eric Duda, c/o Knox Law Firm, 120 W. 10th St., Erie, PA 16501

*Attorney:* Christine Hall McClure, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West 10th Street, Erie, PA 16501

**GILROY, MICHAEL A., a/k/a MICHAEL ASHLEY GILROY, deceased**

Late of the Township of Springfield, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Debra Thaler Gilroy  
*Attorney:* David J. Rhodes, Esquire, ELDERKIN LAW FIRM, 456 West Sixth Street, Erie, PA 16507

**GRANT, SARA L., deceased**

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

*Executrix:* Cindy Lee Snyder, c/o Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407

*Attorney:* Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407

**MARCHITELLI, PHYLLIS J., deceased**

Late of the Township of Wayne, County of Erie, Pennsylvania

*Executor:* Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407

*Attorney:* Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407

**McCLELLAND, ROBERT J., a/k/a ROBERT J. McCLELLAND, SR., a/k/a ROBERT JOSEPH McCLELLAND, deceased**

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

*Executrix:* Deborah L. McClelland, c/o Leigh Ann Orton, Esquire, Orton & Orton, LLC, 68 East Main Street, North East, PA 16428

*Attorney:* Leigh Ann Orton, Esquire, Orton & Orton, LLC, 68 East Main Street, North East, PA 16428

**McFATE, ROBERT J., a/k/a ROBERT JOHN McFATE, deceased**

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

*Executrix:* Terri McAndrew, 3914 Feidler Drive, Erie, PA 16506-2206

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

**McLAUGHLIN, PAULA., deceased**

Late of the City of Erie

*Administratrix:* Emily Hummel  
*Attorney:* John Mizner, Esquire, 311 West Sixth Street, Erie, PA 16507

**MILLER, RALPH J., a/k/a RALPH J. MILLER, JR., a/k/a RALPH JOHN MILLER, deceased**

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

*Administratrix:* Nancy A. Loker, 2148 Stonebrook Drive, Erie, PA 16510

*Attorney:* Valerie H. Kuntz, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

**MITCHELL, GREGORY DALE, deceased**

Late of the City of Erie, County of Erie, and State of Pennsylvania  
*Executor:* Stephan M. Mitchell, 13150 Kinter Rd., Waterford, PA 16441

*Attorney:* Gerald J. Villella, Esquire, Dailey, Karle & Villella, 731 French Street, Erie, PA 16501-1207

**MITCHELL, SANDRA L., deceased**

Late of the City of Corry, Erie County, Pennsylvania

*Executor:* Keith A. Mitchell, 5518 Woods Drive, Edinboro, PA 16412

*Attorney:* James E. Douglas, Esquire, Douglas, Joseph & Olson, 409 North Hermitage Road, Hermitage, PA 16148

**MURZYNSKI, PATRICIA J., deceased**

Late of the City of Erie

*Executrix:* Michele A. Murzynski  
*Attorney:* John Mizner, Esquire, 311 West Sixth Street, Erie, PA 16507

**RAUCCI, PASQUALE, deceased**

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

*Administrator:* Nicholas P. Raucci, c/o Leigh Ann Orton, Esquire, Orton & Orton, LLC, 68 East Main Street, North East, PA 16428

*Attorney:* Leigh Ann Orton, Esquire, Orton & Orton, LLC, 68 East Main Street, North East, PA 16428

**SWAB, CLARENCE F., deceased**

Late of the City of Erie, Erie County, Pennsylvania

*Executrix:* Roberta Riesdorff, 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

**WICK, DURINDA ANN, a/k/a DURINDA A. WICK, deceased**

Late of Wesleyville Boro, Erie County

*Executrix:* Natalie Ditzler  
*Attorney:* Edwin W. Smith, Esq., Marsh Schaaf, LLP, 300 State Street, Suite 300, Erie, PA 16507

**SECOND PUBLICATION**

**BEISEL, DAWN R., a/k/a DAWN BEISEL, deceased**

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

*Executrix:* Amy Beisel-Hill, c/o Zanita A. Zacks-Gabriel, Esq., A TO Z LAW ERIE LLC, 402 West Sixth Street, Erie, PA 16507

*Attorney:* Zanita A. Zacks-Gabriel, Esq., A TO Z LAW ERIE LLC, 402 West Sixth Street, Erie, PA 16507

**BERBERICH, JOHN H., a/k/a JOHN H. BERBERICH, JR., deceased**

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

*Administrator:* Dan E. Briggs, 23214 Mackey Hill Rd., Cambridge Springs, PA 16403  
*Attorney:* None

**BERRY, DOROTHY E., deceased**

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

*Executor:* James F. Berry, 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

**CONNOLLY, DANIEL E., deceased**

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

*Co-executors:* Daniel M. Connolly and Gerald D. Connolly, 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

**DeLAURA, MARSHA ANN, deceased**

Late of Fairview Township, Erie County

*Co-administrators:* Pamela DeLaura, 407 Mount Vernon Street, Grosse Pointe Farms, MI 48236, Deanna DeLaura, 27 West 33rd Street, Erie, PA 16508 and Robert DeLaura, 1219 West 41st Street, Erie, PA 16509

*Attorney:* Christopher A. Papa, Esquire, 318 Highland Avenue, New Castle, PA 16101

**UDENHOEFFER, WILBERT, deceased**

Late of North East Township, Erie County, North East, PA  
*Executor:* Steven Dudenhoeffer, 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

**GALES, EUGENE H., deceased**

Late of the Township of Summit, County of Erie, Commonwealth of Pennsylvania  
*Executor:* Daniel E. Gales, 1154 Grouse Run Road, Bethel Park, PA 15102  
*Attorneys:* MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**GORE, CLAUDIA LINDSEY, a/k/a CLAUDIA MAE GRAHAM, deceased**

Late of the City of Erie  
*Administrator:* Clifton Gore  
*Attorney:* Andrew J. Sisinni, Esquire, 1314 Griswold Plaza, Erie, PA 16501

**HOLDERER, ROBERT WILLIAM, a/k/a ROBERT HOLDERER, a/k/a ROBERT W. HOLDERER, deceased**

Late of the Township of Washington, County of Erie and State of Pennsylvania  
*Administrator:* David R. Devine, c/o David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412  
*Attorney:* David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412

**HOOVER, GARY L., deceased**

Late of Harborcreek Township, Erie County, Harborcreek, PA  
*Executor:* Gregory Hoover, 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

**MOORE, JOSEPHINE, deceased**

Late of Harborcreek Township, Erie County, Harborcreek, PA  
*Executor:* Danny Ray Moore, 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

**PETERSON, FREDERICK EUGENE, deceased**

Late of Washington Township, County of Erie, Commonwealth of PA  
*Administratrix:* Anna Farmer, c/o 102 East 4th Street, Erie, PA 16507  
*Attorney:* Richard E. Filippi, Esquire, 102 East 4th Street, Erie, PA 16507

**RIZZO, BETTIE V., a/k/a BETTIE RIZZO, deceased**

Late of the Borough of North East, County of Erie, Commonwealth of Pennsylvania  
*Co-executors:* Dennis P. Rizzo and Gary T. Rizzo, c/o 337 West 10th Street, Erie, PA 16502  
*Attorneys:* THE FAMILY LAW GROUP, LLC, 337 West 10th Street, Erie, PA 16502

**THIRD PUBLICATION**

**CASANE, AUDREY J., a/k/a AUDREY JEAN CASANE, deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Executor:* Anthony Casane-Collins, c/o James J. Bruno, Esquire, 3820 Liberty Street, Erie, PA 16509  
*Attorney:* James J. Bruno, Esquire, 3820 Liberty Street, Erie, PA 16509

**DANSK, ERIK W., deceased**

Late of the Borough of Union City, County of Erie, Pennsylvania  
*Executrix:* Katrina Minton, c/o Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407  
*Attorney:* Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407

**DEINER, ALBERT W., a/k/a ALBERT W. DEINER, JR., deceased**

Late of the City of Erie, Erie County, Erie, PA  
*Executrix:* Kimberly S. Young, 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

**FISCHER, PAUL E., deceased**

Late of Fairview Township, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Nancy A. Fischer, c/o Zanita A. Zacks-Gabriel, Esq., A TO Z LAW ERIE LLC, 402 West Sixth Street, Erie, PA 16507  
*Attorney:* Zanita A. Zacks-Gabriel, Esq., A TO Z LAW ERIE LLC, 402 West Sixth Street, Erie, PA 16507

**GALVIN, ELLA ROSE, a/k/a ELLA R. GALVIN, deceased**

Late of Millcreek Township, Erie County  
*Co-executors:* Daniel G. Galvin and Linda L. Maslar  
*Attorney:* Steven E. George, Esq., Marsh Schaaf, LLP, 300 State Street, Suite 300, Erie, PA 16507

**GARVERICK, JEFFREY D., deceased**

Late of the Borough of North East, County of Erie and Commonwealth of Pennsylvania  
*Executor:* Robert Friedman, 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

**GLENN, SUZAN MARIE, a/k/a SUZAN M. GLENN, deceased**

Late of Millcreek Township, Erie County, Pennsylvania  
*Executrix:* Wendy R. Gilson, c/o Mary Alfieri Richmond, Esq., 502 Parade Street, Erie, PA 16507  
*Attorney:* Mary Alfieri Richmond, Esq., 502 Parade Street, Erie, PA 16507

**LAFFERTY, DANIEL C., deceased**

Late of Erie, Erie County, PA  
*Co-executrices:* Patricia L. Kerr and Vicki S. McAninch  
*Attorney:* J. Ronald Kushner, Esquire, 248 Seneca Street, PO Box 7, Oil City, PA 16301

**SAWDEY, RICHARD A., deceased**

Late of the Township of Summit, County of Erie, Commonwealth of Pennsylvania  
*Executor:* Douglas J. Byrne, 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

**WARNER, REXFORD E., JR., deceased**

Late of Wayne Township, County of Erie, Pennsylvania  
*Executrix:* Amy L. Warner, c/o Thomas J. Ruth, Esq., 224 Maple Avenue, Corry, PA 16407  
*Attorney:* Thomas J. Ruth, Esq., 224 Maple Avenue, Corry, PA 16407

**ZOLLNER, DIANE M., deceased**

Late of Greene Township, County of Erie and Commonwealth of Pennsylvania  
*Administratrix:* Heather A. McLaughlin, 3317 Patio Drive, Erie, PA 16506-1619  
*Attorneys:* MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

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## CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS

DENISE C. PEKELNICKY.....814-230-2667  
 1 E. Main St., Suite 213  
 North East, PA 16428.....denise@dcplawoffice.com

WEEKLY  
WRAP-UP

September 3, 2021

**Arizona eliminates peremptory challenges in jury selection** - There will soon be a big change for jury selection in Arizona. The Arizona Supreme Court published a rule modification Friday ending the use of peremptory challenges in civil and criminal cases. It will be implemented Jan. 1. Robert Chang, a professor at the Seattle University School of Law, told the Associated Press via the Arizona Republic that he thinks Arizona is the first state to take this action. Read more ... <https://www.abajournal.com/news/article/arizona-eliminates-peremptory-challenges-in-jury-selection>

**Employers can keep employees on premises post-shift — at a cost** - According to a recent decision, employers who want to keep employees on their premises for security checks after they have already clocked out must pay their employees to do so — at least in Pennsylvania. In 2013, two Amazon.com employees filed a putative class action in the Philadelphia County Court of Common Pleas against their employer, certain of Amazon’s affiliates, and Integrity Staffing Solutions, Inc., seeking compensation under the Pennsylvania Minimum Wage Act (“PMWA”), 43 Pa. Cons. Stat. § 333.101 et seq. for time spent undergoing a mandatory security check after their shifts had already ended. The plaintiffs worked in a warehouse in Pennsylvania where they performed tasks related to fulfilling customer orders placed on Amazon. At the end of their shifts, the plaintiffs were not allowed to immediately leave the premises, as they were required to remain at the warehouse to proceed through a screening process that included walking through a metal detector. If the alarm went off, the worker would be subject to a secondary screening process where a security guard would search the worker’s bags and personal items. The plaintiffs alleged that the entire screening process could take up to twenty minutes, or even more if there were delays. The defendants did not compensate the workers for any of this time. Read more ... <https://www.natlawreview.com/article/employers-can-keep-employees-premises-post-shift-cost>

**Father banned from school district sporting events alleges defamation** - A father who has been banned from all school events by the Jefferson-Morgan School District due to alleged bullying, physical aggression and use of profanity is claiming defamation. Virgil McNett filed a complaint Aug. 20 in the U.S. Read more ... <https://pennrecord.com/stories/606861651-father-banned-from-school-district-sporting-events-alleges-defamation>

**Dinosaur Suit Suit** - No, unfortunately, this isn’t the plot of the next “Jurassic World” movie: Davis Wright Tremaine filed a copyright lawsuit Friday in California Southern District Court on behalf of costume company Rubies II LLC. The suit pursues claims against Disguise Inc. in connection with the defendant’s manufacture and sale of an inflatable T-Rex costume that allegedly mimics the plaintiff’s design. Counsel have not yet appeared for the defendant. The case is 3:21-cv-01525, *Rubies II, LLC v. Disguise, Inc.*

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