

# Dauphin County Reporter ADVANCE SHEET

(USPS 810-200)

A weekly Journal containing the decisions rendered in the 12th Judicial District

No. 5966 Vol. 125

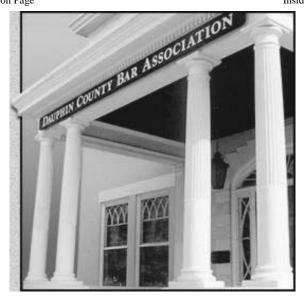
April 18, 2014

No: 101

Entered as Second Class Matter, February 16, 1898, at the Post Office at Harrisburg, PA., under the Act of Congress of March 31, 1879.

TERMS: Advertisements must be received before 12 o'clock noon on Tuesday of each week at the office of the Dauphin County Reporter, 213 North Front Street, Harrisburg, PA 17101: Telephone: (717) 232-7536.

Eugene v. Eugene Bar Association Page 384 Inside Back Cover



The
Dauphin County Reporter
Edited and published
by the
Dauphin County Bar Association
213 North Front Street
Harrisburg, PA 17101
(717) 232-7536

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Printed by: KURZENKNABE PRESS 1424 Herr St., Harrisburg, PA 17103

THE DAUPHIN COUNTY REPORTER (USPS 81-200) is published weekly by the Dauphin County Bar Association, 213 North Front Street, Harrisburg, PA 17101. Periodical postage paid at Harrisburg, PA. POSTMASTER: Send address changes to THE DAUPHIN COUNTY REPORTER, 213 North Front Street, Harrisburg, PA 17101.

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#### **Estate Notices**

#### DECEDENTS ESTATES

NOTICE IS HEREBY GIVEN that letters testamentary or of administration have been granted in the following estates. All persons indebted to the estate are required to make payment, and those having claims or demands to present the same without delay to the administrators or executors or their attorneys named below.

#### FIRST PUBLICATION

#### **Estate Notices**

ESTATE OF CARL L. JOHNSON, (died: February 5, 2014), late of Middle Paxton Township, Dauphin County, PA. Executor: Carl L. Johnson, Jr., c/o Katherman, Heim & Perry, 345 East Market Street, York, PA 17403 or Attorney: Ronald Perry, Esq., 345 East Market Street, York, PA 17403.

ESTATE OF MILTON BRITTON, (died: January 29, 2014), late of the City of Harrisburg, Dauphin County, Pennsylvania. Executrix: Marilyn Donley, 218 Yale Street, Harrisburg, PA 17104 or to Attorney: Steven E. Grubb, Esquire, Goldberg Katzman, P.C., 4250 Crums Mill Road, Ste. 301, P.O. Box 6991, Harrisburg, PA 17112. a18-m2

ESTATE OF EDWARD J. WINFIELD, late of Swatara Township, Dauphin County, Pennsylvania. Administrator: Ronald D. Butler, 1007 Mumma Road, Suite 101, Lemoyne, PA 17043 or to Butler Law Firm, 1007 Mumma Road, Suite 101, Lemoyne, PA 17043.

ESTATE OF ELLSWORTH HARVEY ENTER-LINE JR. A/K/A HARVEY E. ENTERLINE JR., late of Lower Paxton Township, Dauphin County, Pennsylvania. Personal Representative: Mickie A. Crone, 190 N. Harrisburg Street, Oberlin, PA 17113 or to Attorney: Bridget M. Whitley, Esquire, SkarlatosZonarich LLC, 17 South 2nd Street, 6th Floor, Harrisburg, PA 17101. a18-m2

ESTATE OF AUDREY LEE MARTIN, late of Lower Swatara Township, Dauphin County, Pennsylvania. Administrator: Ronald D. Butler, 1007 Mumma Road, Suite 101, Lemoyne, PA 17043 or to Butler Law Firm, 1007 Mumma Road, Suite 101, Lemoyne, PA 17043.

ESTATE OF LESTER M. SPANGLER A/K/A LESTER M. SPANGLER JR., late of the Steelton Borough, Dauphin County. Executrix: Frances H. Morris, 2043 S. Third Street, Steelton, PA 17113 or to Attorney: Kathleen B. Murren, Esquire, SkarlatosZonarich LLC, 17 South 2nd Street, 6th Floor, Harrisburg, PA 17101.

#### Estate Notices

ESTATE OF ANNA M. RADLE, (died: January 30, 2014), late of Jackson Township, Dauphin County. Executor: Robert D. Radle Jr., 738 Carlson Road, Hummelstown, PA 17036. a18-m2

ESTATE OF JOSEPH L. MANGUM, (died: March 11, 2014), late of Harrisburg, Dauphin County, Pennsylvania. Executor: Sandra J. Hamstra, 1072 Country Hill Drive, Harrisburg, PA 17111 or Attorney: Marianne E. Rudebusch, Esq., 4711 Locust Lane,, Harrisburg PA, 17109, (717) 657-0632.

ESTATE OF THEODORE C. APPLEBY, late of Susquehanna Township, Dauphin County, Pennsylvania. Executor: Loie J. Bosak, c/o Craig A. Hatch, Esquire, HALBRUNER, HATCH & GUISE, LLP, 2109 Market Street, Camp Hill, PA 17011.

ESTATE OF FRANK C. BANGOR AKA FRANCIS C. BANGOR, (died: March 15, 2014), late of Lower Paxton Township, Dauphin County. Executor: W. Jason Simpson, 4113 Judith Drive, Harrisburg, PA 17112-1014. Attorney: Michael C. Giordano, 221 W. Main Street, Mechanicsburg, PA 17055.

ESTATE OF MARIAN CONRAD, AKA MARIAN J. CONRAD, (died February 24, 2014), late of Derry Twsp, Dauphin County, Pennsylvania. Executor: Barry L. Newton, c/o Hazen Elder Law 2000 Linglestown Road, Suite 202, Harrisburg, PA 17110 or to Attorney: Hazen Elder Law, 2000 Linglestown Road, Suite 202, Harrisburg, PA 17110.

#### SECOND PUBLICATION

#### **Estate Notices**

ESTATE OF JAMES H. WOLAND, JR. (died: January 30, 2014), late of the City of Harrisburg, Dauphin County, Pennsylvania. Executrix: Mary Harper Woland Lang, 82 Franklin Street, Apt. 5, New York, NY 10013 or to Attorney: Jill M. Wineka, Esquire, Purcell, Krug & Haller, 1719 North Front Street, Harrisburg, PA 17102. a11-25

ESTATE OF PHYLLIS J. DEANER, late of Lower Paxton Township, Dauphin County, Pennsylvania. Co-Executor: Laurie M. Soles and Co-Executor: Angela R. Whye, Co-Executor c/o Craig A. Hatch, Esquire, HALBRUNER, HATCH & GUISE, LLP, 2109 Market Street, Camp Hill, PA 17011.

ESTATE OF LARRY J. YOCUM, late of Harrisburg, Dauphin County, Pennsylvania. Executrix: Ginger K. O'Sullivan, 5652 Covenant Ct., Allentown, PA 18106 or Attorney: Jerry A. Philpott, Esquire, 227 No. High St., PO Box 116, Duncannon, PA 17020.

ESTATE OF HELEN YONTZ, (died: February 21, 2014), late of Middletown Borough, Dauphin County, Pennsylvania, were granted on March 14, 2014 to J. Michael Larkin, of Harrisburg, Pennsylvania.

Jacqueline A. Kelly, Esquire Jan L. Brown & Associates 845 Sir Thomas Court, Suite 12 Harrisburg, P A 17109 717-541-5550

ESTATE OF LEE E. ANTHONY, (died March 13, 2014), late of Susquehanna Twsp, Dauphin County, Pennsylvania, were granted on March 27, 2014 to Susan L. Anthony. Estate of Lee E. Anthony, c/o Hazen Elder Law, 2000 Linglestown Road, Suite 202, Harrisburg, PA 17110 or to Susan L. Anthony, Executrix, c/o Hazen Elder Law, 2000 Linglestown Road, Suite 202, Harrisburg, PA 17110.

a11-25

#### THIRD PUBLICATION

#### Estate Notices

ESTATE OF SAMUEL E. MANNING, SR., (died: February 9, 2014), late of Harrisburg, Dauphin County, Pennsylvania. Executor: Samuel E. Manning, Jr., 114 Richardson Road, Middletown, PA 17057 or Attorney: Floyd M. Baturin, Esquire, Baturin & Baturin, 2604 North Second Street, Harrisburg, PA 17110 (Attorneys for the Estate).

ESTATE OF BETTY J. WINGEARD, A/K/A BETTY JEAN WINGEARD, (died: March 6, 2014), late of Lower Paxton Township, Dauphin County, Pennsylvania. Executrix: Ann E. Rhoads, Esquire, 244 West Main Street, Hummelstown, PA 17036.

ESTATE OF ARTHUR M. JOHNSON, (died: December 23, 2013), late of Dauphin County, PA. Executor: Arthur Eric Johnson; Attorney: Patricia Carey Zucker, Esquire, Daley Zucker Meilton & Miner, LLC, 635 N. 12th Street, Suite 101, Lemoyne, PA 17043.

#### Eugene v. Eugene

Domestic Relations - Divorce - Alimony - Marital Settlement Agreement - Legal Impossibility

Defendant Husband sought complete discharge from his obligation to pay alimony to his former wife pursuant to a Marital Settlement Agreement. He alleged that it was impossible to make payments from his bank account under the auto draft method of payment to which the parties had agreed. He appealed the Court's order denying his request.

- 1. A settlement agreement between spouses is governed by the law of contracts unless the agreement provides otherwise. The terms of a marital settlement agreement cannot be modified by a court in the absence of a specific provision in the agreement providing for judicial modification. *Stamerro v. Stamerro*, 889 A.2d 1251, 1258 (Pa. Super. 2005).
- 2. When interpreting the language of a contract, the intention of the parties is a paramount consideration. In determining the intent of the parties to a written agreement, 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).
- 3. Before a court will interpret a provision in a contract in such a way as to lead to an absurdity or make the contract ineffective to accomplish its purpose, it will endeavor to find an interpretation which will effect the reasonable result intended. *Laudig v. Laudig*, 624 A.2d 651, 654 (Pa. Super. 1993).

Pa. R.A.P. 1925(b) Opinion. C.P., Dau. Co., No. 2007 CV 9249 DV

John A. Davidson, for Plaintiff

Joanne Harrison Clough, for Defendant

#### **OPINION**

Turgeon, J., March 20, 2014 – Before the court is Pierre Eugene's appeal from a November 25, 2013 order by which I essentially denied his request that he be entirely discharged from paying any alimony to his former wife as required under a Marital Settlement Agreement because it was allegedly impossible for him to make the payments under the agreed method. This opinion is written in support of the order, pursuant to Pa.R.A.P. 1925(b).

#### BACKGROUND

Defendant husband and plaintiff wife were formerly married and divorced by decree entered in April of 2013. As part of the divorce proceedings, the parties entered into a Marital Settlement Agreement February 11, 2012, later incorporated into the decree, under which they

agreed that husband would pay wife \$3,404 per month alimony until her 65th birthday in September 2024. Husband also agreed to pay \$1,300 per month towards his spousal support/alimony pendente lite arrears which had accrued in their support action. (Petition to Enforce (Marital Settlement Agreement \$14B)) Husband was directed under the Marital Settlement Agreement to make these payments bi-monthly (\$2,352) on the 15th and 30th of each month. Provisions addressing the method of payment and husband's failure to make payments were set forth in Paragraph 14B of the Agreement, as follows:

. .

HUSBAND specifically agrees that the semi monthly payments to WIFE shall be paid to WIFE by auto draft from HUSBAND'S Bank Account Number xxxxxxx742 at Key Bank NA, routing number xxxxx077 to PaSCDU¹ xxxxx225 and said monies shall continue to be collected by Dauphin County Domestic Relations Office (DRO). ... Said auto draft shall be executed and effective on or before the date of execution of this Agreement. HUSBAND further specifically agrees that in the event he closes said bank account, he shall and must, prior to closing of the above referenced bank account, establish and authorize an auto draft of the above alimony obligation with an alternate bank account so that no semi monthly alimony payments to WIFE are delayed or not paid.

In the event that HUSBAND ... fails to timely make the semi monthly alimony payments to WIFE, then HUSBAND shall be deemed to be in breach of this Agreement and shall be liable for any and all counsel fees, costs and expenses WIFE incurs as a result of said breach and HUSBAND agrees that the failure to make a timely payment shall provide sufficient grounds for the alimony provision of this Agreement to be referred to the Court of Common Pleas of Dauphin County, Pennsylvania for enforcement pursuant to the DRO office and/or any other relief available under support, alimony or divorce law.

(Id.)

On December 10, 2012 the parties entered an Addendum to their Marital Settlement Agreement reducing husband's alimony obligation to

<sup>1.</sup> The Pennsylvania State Collections and Disbursement Unit (PA SCDU) is the organizational unit within the Pennsylvania Department of Public Welfare / Bureau of Child Support Enforcement responsible for collecting and disbursing support. See, 23 Pa.C.S.A. § 4302.

\$2,500 per month and his arrearage payment to \$1,000 per month. (Petition to Enforce (Addendum ¶3)) The Addendum did not otherwise change the method of payment which still required husband to make automatic bi-monthly payments (of \$1,750) from his bank account to Pa. SCDU.

On October 2, 2013, wife filed a Petition to Enforce the terms of the Marital Settlement Agreement alleging that husband had repeatedly breached Paragraph 14 by failing to make bi-monthly alimony and arrearage payments. She claimed he had made virtually no payments since the Agreement had been reached and as a result she has suffered severe economic hardship resulting in numerous eviction actions being filed against her. (Petition to Enforce ¶4) She sought past due payments and that husband's alimony and arrearage obligations be raised back to their original pre-Addendum amounts.

Husband did not answer the petition but later filed a Pretrial Memorandum in which he claimed he set up the auto draft payment as required under the Marital Settlement Agreement; however, he agreed that numerous checks issued by his bank were rejected by Pa. SCDU because his Social Security number was not included on the checks.<sup>2</sup> According to husband, it is his bank's policy to not include such sensitive information on its checks due to concerns with identity theft. Husband further asserted that because the terms of Marital Settlement Agreement Paragraph 14 were "impossible" to perform he should be entirely discharged from paying alimony and arrearages.

I held a hearing November 25, 2013, at which a Dauphin County Domestic Relations Section enforcement officer verified that Pa. SCDU will not accept payments without the payor's Social Security number included on the check. (N.T. 2) He indicated, however, that the Dauphin County Domestic Relations Section had received three payments (checks) of \$1,750 from husband which husband had sent directly to them. He testified that the three payments were submitted by husband only after enforcement proceedings had been initiated against him and were paid to purge his contempts. (N.T. 3-4) The Domestic Relations Section was then able to forward each of those three payments to Pa. SCDU for eventual disbursement to wife. (N.T. 2-3)

<sup>2.</sup> Husband included in his Pretrial Memorandum copies of eleven such checks, issued between April 12 and September 27, 2013, drafted by his bank and payable to Pa. SCDU in the amount of \$1,750, which were presumably rejected by Pa. SCDU.

The enforcement officer additionally testified that Husband's total arrears as of the hearing were \$58,194, almost all of which were "bad arrears," i.e. arrears that accumulated due to husband's nonpayment ("overdue support") as opposed to arrears that accumulated due to retroactivity of a support order ("past due support"). See Pa.R.C.P. 1910.1. He also testified that in addition to sending checks directly to the Domestic Relations Section to send to Pa. SCDU, that another method to effectuate payment was for husband to directly send his payments to Pa. SCDU. (N.T. 3) At the conclusion of the hearing, I indicated that the payment issue could be easily solved by directing husband make his payments directly to Pa. SCDU by personal check, an arrangement to which his attorney agreed. (N.T. 5-6)

Following the hearing, I issued my order revising the terms of the Marital Settlement Agreement to provide that husband make all future payments directly to Pa. SCDU, as opposed to through an auto draft on his bank. I also directed that he pay the entire amount of his arrearage within thirty days inasmuch as husband had breached the Marital Settlement Agreement terms. My order was an implicit rejection of husband's claim that that he was entitled to a total discharge of his alimony and arrearage payment obligations. Husband filed a timely appeal from that order.

#### LEGAL DISCUSSION

In his statement of errors complained of on appeal, husband raises the following issues: (1) the trial court erred by finding that it could reform an impossible contract instead of removing the provision of the contract that was impossible to perform; (2) husband was not given an opportunity to present an argument before the court or present any evidence on his behalf during the hearing; (3) the court erred in treating this as a domestic relations matter and not as a contract matter; and (4) the court erred in its determination of both alimony and arrearages in disregard of the contract entered into by the parties.

Husband first argues it was error to find that Paragraph 14 of the Marital Settlement Agreement was not legally impossible for husband to perform under principles of contract law and that as a result he should have been entirely discharged from payment of alimony and arrearages. Husband argues that a property settlement agreement is enforceable by utilizing the same rules of law used in determining the validity of contracts. *Luber v. Luber*, 614 A.2d 771, 773 (Pa. Super. 1992) (citing *Lipschutz v. Lipschutz*, 571 A.2d 1046 (Pa. Super. 1990)).

The law regarding interpretation of a marital settlement agreement has been set forth by our Superior Court as follows:

Marital settlement agreements are "private undertakings between two parties, each having responded to the 'give and take' of negotiations and bargained consideration."

Brower v. Brower, 413 Pa. Super. 48, 604 A.2d 726, 731 (1992). A marital support agreement incorporated but not merged into the divorce decree survives the decree and is enforceable at law or equity. Gaster v. Gaster, 703 A.2d 513 (Pa.Super.1997). "A settlement agreement between [spouses] is governed by the law of contracts unless the agreement provides otherwise." Chen, supra at 360. The terms of a marital settlement agreement cannot be modified by a court in the absence of a specific provision in the agreement providing for judicial modification. Brower, supra at 730; 23 Pa.C.S.A. § 3105(c).

Stamerro v. Stamerro, 889 A.2d 1251, 1258 (Pa. Super. 2005).

As recited above, the alimony provision in the parties' Marital Settlement Agreement specifically provides that in the event husband fails to timely make alimony payments he is deemed to be in breach of the Agreement and that his failure "shall provide sufficient grounds for the alimony provision of [the] Agreement to be referred to the Court of Common Pleas of Dauphin County, Pennsylvania for enforcement pursuant to the DRO office and/or any other relief available under support, alimony or divorce law." (Marital Settlement Agreement ¶ 14B) Thus, the Agreement explicitly directs that enforcement for non-payment of alimony (and arrearages) is properly initiated in the DRO office and disposition of the matter governed under Pennsylvania support, alimony or divorce law.

Under Pennsylvania divorce law, husband's request for a complete discharge of his agreed to alimony obligation is prohibited; Divorce Code Section 3105(c) explicitly prevents modification of alimony terms where they have been reached by agreement of the parties. 23 Pa.C.S.A. § 3105(c). ("In the absence of a specific provision to the contrary appearing in the agreement, a provision regarding the disposition of

existing property rights and interests between the parties, alimony, alimony pendente lite, counsel fees or expenses shall not be subject to modification by the court.") Accordingly, husband's alimony obligation is not subject to modification, much less complete discharge.

Even applying contract principles, husband is not entitled to any relief, both procedurally and on the merits. Husband claimed that under basic contract rules, he must be discharged from paying alimony because he cannot make the required auto draft payments as specifically directed under Paragraph 14B of the Marital Settlement Agreement, citing § 261 of the Restatement (Second) of Contracts. That Section, "Discharge by Supervening Impracticability," states:

Where, after a contract is made, a party's performance is made impracticable without his fault by the occurrence of an event the non-occurrence of which was a basic assumption on which the contract was made, his duty to render that performance is discharged, unless the language or the circumstances indicate to the contrary.

Restatement (Second) of Contracts § 261(1981). Our superior court adopted and applied this definition of legal impracticability in *Luber v. Luber* at 774. *See also, Step Plan Services, Inc. v. Koresko*, 12 A.3d 401, 411 (Pa. Super. 2010). Pennsylvania law recognizes the impracticability of performance, or the doctrine of frustration of contractual purpose, as a valid defense to performance under a contract. *Step Plan, supra*.

From a procedural standpoint, husband should be considered as having waived his legal impossibility claim given that he made three payments to wife in 2013 by a method other than that indicated in the Marital Settlement Agreement as the allegedly exclusive method of payment. *See Hart v. Arnold*, 884 A.2d 316, 335 (Pa. Super. 2005) ("[i]f a party proceeds under the original contract, despite the impracticability that would otherwise justify his non-performance [under Section 261], and is then unable to perform as previously agreed, he can be liable for damages").

Even if not waived, however, husband is clearly not entitled to relief on the merits. Under Restatement Section 261, a party's performance is made impracticable and that party's duty to render performance is discharged "by the occurrence of an event the non-occurrence of which was a basic assumption on which the contract was made." Restatement (Second) of Contracts § 261. Thus, in order for husband to prevail, it

must be clear that a basic assumption by both parties upon which their Marital Settlement Agreement was made was that they would only agree to alimony and arrearage terms if they could be paid by auto draft from husband's bank account to Pa. SCDU for eventual disbursement of the monies by Pa. SCDU to wife. That is an absurd assertion on its face.

When interpreting the language of a contract, the intention of the parties is a paramount consideration. In determining the intent of the parties to a written agreement, the court looks to what they have clearly expressed, for the law does not assume that the language was chosen carelessly. When interpreting agreements containing clear and unambiguous terms, we need only examine the writing itself to give effect to the parties' intent.

Stamerro v. Stamerro at 1258 (quoting Melton v. Melton, 831 A.2d 646, 653–54 (Pa.Super.2003). Furthermore,

[T]he court may take into consideration the surrounding circumstances, the situation of the parties, the objects they apparently have in view, and the nature of the subject-matter of the agreement. The court will adopt an interpretation that is most reasonable and probable bearing in mind the objects which the parties intended to accomplish through the agreement.

Id. (quoting Laudig v. Laudig, 624 A.2d 651, 653 (Pa. Super. 1993)).

The method by which husband's funds reached Pa. SCDU for payment to wife was clearly not a basic assumption upon which the Agreement was reached but was a minor logistical provision intended to effectuate the parties' primary intent, which was that husband pay wife alimony. This intent is clearly illustrated in first paragraph of the Marital Settlement Agreement alimony provision, as follows:

#### B. Alimony

HUSBAND and WIFE specifically acknowledge and agree that an award of alimony is appropriate in this divorce action based on the length of marriage, the lack of any significant assets for equitable distribution, the relative actual earnings and earning capacities of the parties. WIFE's contribution as homemaker and all of the

other alimony factors statutorily enumerated in the Pennsylvania Divorce Code. More specifically, HUS-BAND and WIFE both acknowledge that WIFE has a need and HUSBAND the ability to pay substantial alimony to WIFE and that WIFE is entitled to receive alimony under the terms of this Agreement until age 65 or one of the other occurrences set forth below.

#### (Marital Settlement Agreement ¶ 14B)

A finding of legal impossibility would completely vitiate this clearly expressed intent of the parties, by which they recognized both wife's need and entitlement to alimony (and arrearages), as well as husband's legal obligation and ability to pay alimony (and arrearages). As set forth in *Stamerro*, "[b]efore a court will interpret a provision in ... a contract in such a way as to lead to an absurdity or make the ... contract ineffective to accomplish its purpose, it will endeavor to find an interpretation which will effectuate the reasonable result intended." *Stamerro* at 1259 (citing *Laudig* at 654).

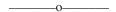
With regard to my decision to direct that husband make alimony and arrearage payments directly to Pa. SCDU as opposed to paying through auto draft – in order to effectuate the parties' unambiguous and primary intent – husband's attorney agreed at the hearing that this was an acceptable modification necessary to fulfill the parties' intent. (N.T. 5-6)

Husband next argues that he was not given an opportunity to present an argument before the court or present any evidence on his behalf during the hearing. Husband's attorney offered no witnesses and acknowledged husband's non-appearance at the hearing. (N.T. 5) Husband has not otherwise indicated what evidence or witnesses he was foreclosed from presenting. As for presenting legal argument, husband's attorney was not denied legal argument, and even if so, there is no right to present such argument. Husband fails in any event to identify any prejudice resulting therefrom. Finally, husband's attorney's failure to raise an objection to any of these alleged deficiencies at the hearing is clear waiver of the issue.

Husband's third argument is that the court erred by treating this as a domestic relations matter and not as a contract matter. He similarly argues, in his final claim of error, that this court erred in its determination of both alimony and arrearages in disregard of the contract entered into by the parties. My final order in this matter, addressing both the

method of payment and husband's arrearages, was clearly warranted under the parties' Agreement. Paragraph 14B provides the court with authority to enforce husband's duty to pay alimony and arrearages under Pennsylvania support, alimony or divorce law.

Accordingly, I issued my order upholding the contractually required payment of alimony, and ordered husband to pay what he owed and to make payments in the future, albeit by a different method.



#### THIRD PUBLICATION

#### **Estate Notices**

ESTATE OF LARRY LARSEN, A/K/A LARRY E. LARSEN, (died: March 2, 2014), late of Derry Township, Dauphin County, Pennsylvania. Administrator: Mark A. Curry, 954 Kings Way East, Hummelstown, PA 17036.

Elizabeth H. Feather, Esquire Caldwell & Kearns, P.C. 3631 North Front Street Harrisburg, P A 17110 (717) 232-7661

ESTATE OF JOANNE H. SMYERS, (died: March 10, 2014), late of The Township of Lower Paxton, Dauphin County. Administrator: Mathew A. Smyers, 1916 Windingridge Drive, Henrico, VA 23238.

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ESTATE OF MARY L. FIDLER, (died: March 18, 2014), late of Highspire Borough, Dauphin County, Pennsylvania. Attorney: David C. Miller, Jr., Esquire, 1100 Spring Garden Drive, Suite A, Middletown, PA 17057, (717) 939-9806, email: <a href="mailto:davidcmillerjr@verizon.net">davidcmillerjr@verizon.net</a>. 44-18

ESTATE OF LAWRENCE H. TEMPLIN, (died: March 7, 2014), late of Hummelstown Borough, Dauphin County, PA. Executrix: Carolyn M. Hosler, c/o George W. Porter, Esq., 909 East Chocolate Ave., Hershey, PA 17033.

#### FIRST PUBLICATION

#### Corporate Notices

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on March 25, 2014, by **Oscoda Plastics, Inc.**, a foreign corporation formed under the laws of the State of Michigan, where its principal office is located at c/o Yeo & Yeo, PC., 4468 Oak Bridge Dr., Flint, MI 48532, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County.

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of the Commonwealth of Pennsylvania on 3/26/2014 under the Domestic Business Corporation Law, for **DCEC**, **Inc.**, and the name and county of the commercial registered office provider is c/o: Corporation Service Co., Dauphin County.

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on April 10, 2014, by **MHM Solutions, Inc.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at 1593 Spring Hill Rd., Ste. 600. Vienna, VA 22182, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County.

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on April 1, 2014, by **Bank of America California, National Association**, a foreign Business National Bank formed under the laws of the United States, where its principal office is located at 555 California St., San Francisco, CA 94104, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County.

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on January 16, 2014, by **Metalsmiths Pennsylvania Inc.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at 1209 Orange St., Wilmington, DE 19801, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County.

Notice is further given that Articles of Amendment were filed on March 25, 2014 changing the name to Metalsmiths Sterling Pennsylvania Inc.

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Duane Morris LLP, Solicitors 30 S. 17<sup>th</sup> St.

Phila., PA 19103-4196

#### Corporate Notices

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of the Commonwealth of Pennsylvania on 3/24/2014 under the Domestic Business Corporation Law, for ANTI-GRAVITY LEHIGH VALLEY, INC., and the name and county of the commercial registered office provider is c/o: Corporation Service Co., Dauphin County.

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of the Commonwealth of Pennsylvania on 4/1/2014 under the Domestic Business Corporation Law, for **WE GOT YOUR BACK, INC.**, and the name and county of the commercial registered office provider is c/o: Corporation Service Co., Dauphin County.

NOTICE IS HEREBY GIVEN that ARJ HOLDINGS INC., a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 255 Duncan Mill Rd., Toronto, ON, M3B 3H9, Canada, has applied for a Certificate of Authority in Pennsylvania under the PA Bus. Corp. Law of 1988. The commercial registered office provider in PA is Corporation Service Co., and shall be deemed for venue and official publication purposes to be located in Dauphin County.

NOTICE IS HEREBY GIVEN that Hanergy USA Solar Solution Ltd., a foreign business corporation incorporated under the laws of California, where its principal office is located at 1350 Bayshore Highway, Suite 825, Burlingame, CA 94010, has applied for a certificate of authority in Pennsylvania, where its registered office is located at c/o Corporation Service Company. The registered office of the corporation shall be deemed for venue and official publication purposes to be located in Dauphin County.

NOTICE IS HEREBY GIVEN that INMAR-KETING GROUP, INC., a foreign business corporation incorporated under the laws of New Jersey, where its principal office is located at 5 Fir Ct. Unit 4, Oakland, NJ 07436, has applied for a Certificate of Authority in Pennsylvania , where its registered office is located at c/o Corporation Service Company. The registered office of the corporation shall be deemed for venue and official publication purposes to be located in Dauphin County.

NOTICE IS HEREBY GIVEN that Hitachi Aloka Medical America, Inc., a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 1209 Orange St., Wilmington, DE 19801, has applied for a Certificate of Authority in Pennsylvania under the PA Bus. Corp. Law of 1988. The commercial registered office provider in PA is c/o Corporation Service Co., and shall be deemed for venue and official publication purposes to be located in Dauphin County.

NOTICE IS HEREBY GIVEN that Birch Communications of the Northeast, Inc., a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 2323 Grand Blvd., Ste. 925, Kansas City, MO 64108, has applied for a Certificate of Authority in Pennsylvania under the PA Bus. Corp. Law of 1988. The commercial registered office provider in PA is Corporation Service Co., and shall be deemed for venue and official publication purposes to be located in Dauphin County.

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of the Commonwealth of Pennsylvania on 3/27/2014 under the Domestic Business Corporation Law, for M. PARKER TRUCKING INC., and the name and county of the commercial registered office provider is c/o: Corporation Service Co., Dauphin County.

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on March 31, 2014, effective April 15, 2014, for: **D & B Logistics, Inc.** 671 Souder Road, Souderton, PA 18964.

The corporation has been incorporated under the provisions of the Business Corporation Law of 1988, as amended.

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for **PPC Logistics, Inc.** on April 1, 2014. The said corporation has been incorporated under the provisions of the Business Corporation Law of 1988 of the Commonwealth of Pennsylvania.

McNEES WALLACE & NURICK LLC Attorneys at Law 100 Pine Street Harrisburg, PA 17101

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#### **Corporate Notices**

NOTICE IS HEREBY GIVEN that Affordable Interior Systems, Inc., a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 1013 Centre Rd., Wilmington, DE 19805, has applied for a Certificate of Authority in Pennsylvania under the PA Bus. Corp. Law of 1988. Fictitious Name: Affordable Interior Systems of MA. The commercial registered office provider in PA is Corporation Service Co., and shall be deemed for venue and official publication purposes to be located in Dauphin County.

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of the Commonwealth of Pennsylvania on 3/26/2014 under the Domestic Business Corporation Law, for **ROUND 6, INC.**, and the name and county of the commercial registered office provider is c/o: Corporation Service Co., Dauphin County.

NOTICE IS HEREBY GIVEN that BERGER GROUP HOLDINGS, INC., a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 412 Mount Kemble Ave., Morristown, NJ 07962-1946, has applied for a Certificate of Authority in Pennsylvania under the PA Bus. Corp. Law of 1988. The commercial registered office provider in PA is Corporation Service Co., and shall be deemed for venue and official publication purposes to be located in Dauphin County.

NOTICE IS HEREBY GIVEN that, pursuant to Section 4129 of the PA Business Corporation Law, **Kookaburra Licorice Company**, a corporation incorporated under the laws of the jurisdiction of DE with its principal office at 14497 Fryelands Blvd., Monroe, WA 98272 and having a Commercial Registered Office Provider and County of Venue as follows: c/o CT Corporation System, Dauphin County, has filed an Application for Termination of Authority with the PA Department of State.

NOTICE IS HEREBY GIVEN that **Bracken Engineering, Inc.** has applied for a certificate of authority under Pennsylvania BCL of 1988. Bracken Engineering, Inc. is incorporated in Florida with its principal office at 2701 West Busch Blvd. STE 200, Tampa, FL 33618. The CROP in Pennsylvania, Corporate Service Company, is located in Dauphin County.

NOTICE IS HEREBY GIVEN that INFOTECH ENTERPRISES AMERICA, INC., a foreign business corporation under the laws of the state of Connecticut, where its principal office is located at, 330 Roberts Street, Suite 102, East Hartford, CT 06108 has applied for a Certificate of Authority in Pennsylvania, where its registered office is located at c/o Incur Services, Inc. Dauphin County. The registered office of the corporation shall be deemed for venue and official publication purposes to be located in Dauphin County, Pennsylvania.

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 4129/6129 of the Pennsylvania (PA) Bus. Corp. Law of 1988, Custom Decorators, Inc., a corporation incorporated under the laws of the State of Oregon with its principal office located at c/o Jim Gardiner, Tax Accountant, 12006 SW Garden Pl., Portland, OR 97223 and a registered office in PA at c/o: Corporation Service Co., Dauphin County, which on 6/7/1999, was granted a Certificate of Authority to transact business in the Commonwealth of PA, intends to file an Application for Termination of Authority with the Dept. of State.

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 4129/6129 of the Pennsylvania (PA) Bus. Corp. Law of 1988, **Brinker Services Corporation**, a corporation incorporated under the laws of the State of Florida with its principal office located at 6820 LBJ Fwy., Dallas, TX 75240 and a registered office in PA at c/o: Corporation Service Co., Dauphin County, which on 11/23/2009, was granted a Certificate of Authority to transact business in the Commonwealth of PA, intends to file an Application for Termination of Authority with the Dept. of State.

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 4129/6129 of the Pennsylvania (PA) Bus. Corp. Law of 1988, ISCIENCE INTERVENTIONAL CORPORATION, a corporation incorporated under the laws of the State of Delaware with its principal office located at 8500 Normandale Lake Blvd., Ste. 1070, Bloomington, MN 55437 and a registered office in PA at c/o: Corporation Service Co., Dauphin County, which on 7/16/2008, was granted a Certificate of Authority to transact business in the Commonwealth of PA, intends to file an Application for Termination of Authority with the Dept. of State.

#### Corporate Notices

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Section 4129/6129 of the Pennsylvania (PA) Bus. Corp. Law of 1988, American Broadcasting Services, Inc., a corporation incorporated under the laws of the State of Delaware with its principal office located at 500 South Buena Vista St., Burbank, CA 91521 and a registered office in PA at c/o: Corporation Service Co., Dauphin County, which on 10/11/2001, was granted a Certificate of Authority to transact business in the Commonwealth of PA, intends to file an Application for Termination of Authority with the Dept. of State.

NOTICE IS HEREBY GIVEN that a Certificate of Authority for a Foreign Business Corporation was filed in the Department of State of the Commonwealth of Pennsylvania for **Electric Picture Company**. The address of its principal office under the laws of its jurisdiction is 2844 Logan Street Nashville TN 37211. The name of this corporations Commercial Registered Office Provider is National Registered Agents, Inc. in the county of Dauphin. The Corporation is filed in compliance with the requirements of the applicable provision of 15 Pa. C.S. 4124(b).

NOTICE IS HEREBY GIVEN that a Certificate of Authority for a Foreign Business Corporation was filed in the Department of State of the Commonwealth of Pennsylvania for EUROFINS ENVIRONMENT TESTING US HOLDINGS, INC. The address of its principal office under the laws of its jurisdiction is 615 South Dupont Hwy Dover DE 19901. The name of this corporations Commercial Registered Office Provider is National Corporate Research, Ltd. in the county of Dauphin. The Corporation is filed in compliance with the requirements of the applicable provision of 15 Pa. C.S. 4124(b).

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, on March 28, 2014, for the purpose of forming a new nonprofit corporation under the Pennsylvania Nonprofit Corporation Law of 1988, as amended.

The name of the new corporation is **Oasis Community Partnership**.

Latsha, Davis & McKenna, P.C. 1700 Bent Creek Blvd., Suite 140 Mechanicsburg, PA 17050 NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on March 24, 2014, by **TimkenSteel Corporation**, a foreign corporation formed under the laws of the State of Ohio, where its principal office is located at 1835 Dueber Ave., Canton, OH 44706, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County.

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, on April 1, 2014, by **Highland Ridge RV, Inc.**, a foreign corporation formed under the laws of the State of Indiana, where its principal office is located at 903 S. Main St., Middlebury, IN 46540, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County.

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on April 7, 2014, by **GDI Services, Inc.**, doing business in the Commonwealth of Pennsylvania under the fictitious name of Group Distinction Inc., a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at 19 Ave. D., Johnson City, NY 13790, for a Certificate of Authority to do business in Pennsylvania under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County.



#### **Fictitious Name Notices**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of the Fictitious Name Act, 54 Pa. C.S. §301, et seq. and its amendments and supplements, of filing with the Pennsylvania Department of State, Corporation Bureau, at Harrisburg, Pennsylvania, on the 7th day of April, 2014, an application for conducting business under the assumed or fictitious name of **Partner in HR**, with the principal place of business located at 147 Belle Drive, Elizabethville, P A 17023. The name and address of the individuals owning or interested in said business are: Tracy L. Schrey, 147 Belle Drive, Elizabethville, PA 17023.

Tracy L. Schrey, Esquire P.O. Box 580 Elizabethville, P A 17023 (717) 877-1376

NOTICE IS HEREBY GIVEN that an application for registration of a fictitious name, **Kansas TrueNorth, Inc.**, for the conduct of business in Dauphin County, Pennsylvania, with the principal place of business being 8200 E. 32nd Street North, Wichita, Kansas, was made to the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania on the 8th day of April, 2014 pursuant to the Act of Assembly of December 16, 1982, Act 295. The name and address of the only person or persons owning or interested in the said business are: TrueNorth, Inc., Attn: Margaret Hornbeck, 8200 E. 3211d Street North, Wichita, KS 67226.

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#### FIRST PUBLICATION

#### **Miscellaneous Notices**

IN THE COURT OF COMMON PLEAS OF DAUPHIN COUNTY, PENNSYLVANIA

CIVIL ACTION-LAW

NO. 2014-CV-597-MF

# NOTICE OF ACTION IN MORTGAGE FORECLOSURE

HSBC BANK USA, NATIONAL ASSOCIA-TION, AS TRUSTEE FOR ACE SECURITIES CORP. HOME EQUITY LOAN TRUST, SE-RIES 2006-OP2, C/O OCWEN LOAN SER-VICING, LLC, PLAINTIFF

DAVID CAIN A/K/A DAVID L. CAIN AND DAWN MONTGOMERY A/K/A DAWN M. MONTGOMERY, DEFENDANTS

TO: Dawn Montgomery a/k/a Dawn M. Montgomery, Defendant, whose last known addresses are 1118 Chestnut Street, Middletown, PA 17057 and 17470 North Pacesetter Way, Scottsdale, AZ 85255.

## COMPLAINT IN MORTGAGE FORECLOSURE

You are hereby notified that Plaintiff, HSBC Bank USA, National Association, as Trustee for ACE Securities Corp. Home Equity Loan Trust, Series 2006-OP2, c/o Ocwen Loan Servicing, LLC, has filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of Dauphin County, Pennsylvania, docketed to NO. 2014-CV-597-MF, wherein Plaintiff seeks to foreclose on the mortgage secured on your property located, 1118 Chestnut Street, Middletown, PA 17057, whereupon your property would be sold by the Sheriff of Dauphin County.

#### NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the notice above, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAW-YER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OF-FICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH THE INFORMATION ABOUT HIRING A LAWYER. IF YOU CAN-NOT 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.

Dauphin County Lawyer Referral Service 213 N. Front St. Harrisburg, PA 17101 717-232-7536

Mark J. Udren, Stuart Winneg, Lorraine Gazzara Doyle, Sherri J. Braunstein, Salvatore Carollo, Harry B. Reese, Elizabeth L. Wassall, John Eric Kishbaugh, Nicole B. Labletta, David Neeren, Jordan David & Amanda Rauer, Attys. for Plaintiff Udren Law Offices, P.C. 111 Woodcrest Rd., Ste. 200 Cherry Hill, NJ 08003

856.669.5400.

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#### Miscellaneous Notices

#### IN THE COURT OF COMMON PLEAS OF DAUPHIN COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO.: 2010-CV-15350

# NOTICE OF ACTION IN MORTGAGE FORECLOSURE

WELLS FARGO BANK, NA SUCCESSOR BY MERGER TO WACHOVIA BANK OF DELAWARE FORMERLY KNOWN AS FIRST UNION NATIONAL BANK OF DELA-WARE FORMERLY KNOWN AS FIRST UNION HOME EQUITY BANK, NA PLAINTIFF VS

UNKNOWN HEIRS AND ADMINISTRA-TORS OF THE ESTATE OF TOMMIE J. REEVES A/K/A TOMMIE J. REAVES, ET

AL DEFENDANT(S)

TO: Unknown Heirs and Administrators of the Estate of Tommie J. Reeves a/k/a Tommie J. Reaves.

PRESENTLY OR FORMERLY of 516 North 16th Street, Harrisburg, PA 17103. A lawsuit has been filed against you in mortgage foreclosure and against your real estate at 516 North 16th Street, Harrisburg, PA 17103 because you have failed to make the regular monthly payments on your mortgage loan and the loan is in default. The lawsuit is an attempt to collect a debt from you owed to the plaintiff, Wells Fargo Bank, NA successor by merger to Wachovia Bank of Delaware formerly known as First Union National Bank of Delaware formerly known as First Union Home Equity Bank, NA. A detailed notice to you of your rights under the Fair Debt Collection Practices Act (15 U.S.C. §1692, et. seq.) is included in the Complaint filed in the lawsuit. The lawsuit is filed in the Dauphin County Court of Common Pleas, at the above term and number.

A copy of the Complaint filed in the lawsuit will be sent to you upon request to the Attorney for the Plaintiff, Scott A. Dietterick, Esquire, P.O. Box 1024, Mountainside, NJ 07092. Phone (908) 233-8500.

IF YOU WISH TO DEFEND, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND FILE YOUR DEFENSES OR OBJECTIONS IN WRITING WITH THE COURT. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR 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 LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUR WHERE YOU CAN GET LEGAL HELP. NOTICE TO DEFEND

Dauphin County Lawyer Referral Service 213 N. Front Street Harrisburg, PA 17101 Phone (717) 232-7536

LAWYER REFERRAL Dauphin County Lawyer Referral Service 213 N. Front Street Harrisburg, PA 17101 Phone (717) 232-7536

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#### IN THE COURT OF COMMON PLEAS OF DAUPHIN COUNTY, PENNSYLVANIA

2014-CV-1486-EJ

NOTICE OF ACTION IN EJECTMENT CIVIL DIVISION DAUPHIN COUNTY NO. CIVIL ACTION LAW

FEDERAL NATIONAL MORTGAGE ASSOCIATION, PLAINTIFF VS. TERRIAN D. LAWRENCE OR OCCUPANTS

NOTICE

DEFENDANT

TO: TERRIAN D. LAWRENCE or occupants:

You are hereby notified that on February 24, 2014, Plaintiff FEDERAL NATIONAL MORT-GAGE ASSOCIATION filed an Ejectment Complaint endorsed with Notice to Defend, against you in the Court of Common Pleas of DAUPHIN County Pennsylvania, docketed at 2014-CV-1486-EJ. Wherein Plaintiff seeks to Evict all occupants at the property 2029 EDGEMONT ROAD, HARRISBURG, PA 17109 whereupon your property was sold by the Sheriff of DAUPHIN County.

You are hereby notified to plead to the above referenced Complaint on or before 20 days from the date of this publication or Judgment will be entered against you.

\*\*This firm is a debt collector attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in bankruptcy and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against property.

#### Miscellaneous Notices

#### NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for and other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

DAUPHIN COUNTY LAWYER REFERRAL SERVICE 213 NORTH FRONT STREET HARRISBURG, PA 17101 (717) 232-7536

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#### THIRD PUBLICATION

#### Miscellaneous Notices

To: "DAVID" having been named as the father of JACE ELLIOT HANES, DOB 03/08/2014, born in DuBois, PA, son of SHANDA KELSCH HANES, DOB 11/10/1973, born in Regina, Saskatchewan Canada.

A petition has been filed asking the court to put an end to all rights you have to your child, JACE ELLIOT HANES, DOB 03/08/2014. The court has set a hearing to consider ending your rights to your child. That hearing will be held in court room A310 of the Jefferson County Courthouse located at 200 Main St. Brookville, PA 15825 on May 9, 2014 at 9:00am. Your presence is required at the hearing.

If you fail to file either an acknowledgment of paternity or claim of paternity and fail to either appear at the hearing for the purpose of objecting to the termination of your rights or file a written objection to such termination with the court prior to the hearing, the court may enter a decree terminating your rights without further notice.

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.

> PA Bar Associates Lawyer Referral 100 South Street Harrisburg, PA 17101 (717) 232-7536

> > a4-a18

#### FIRST PUBLICATION

#### Name Change Notices

#### IN THE COURT OF COMMON PLEAS OF DAUPHIN COUNTY PENNSYLVANIA

DOCKET NO: 2014 CV 1610 NC

#### PETITION FOR CHANGE OF NAME

#### NOTICE

NOTICE IS HEREBY GIVEN that on March 18, 2014, the Petition of Hagos A. Hagos was filed in the above named court, requesting a decree to change his/her name from **Hagos A. Hagos** to **Tewolde G. Weldemichael**.

The Court has fixed Tuesday, May 6, 2014 in Courtroom No. 11 at 1:30p.m. at the Juvenile Justice Center, 25 South Front Street, 7th Floor, Harrisburg, PA as the time and place for the hearing on said Petition, when and where all persons interested may appear and show cause if any they have, why the prayer of the said Petition should not be granted.

#### IN THE COURT OF COMMON PLEAS OF DAUPHIN COUNTY PENNSYLVANIA

**DOCKET NO: 2014 CV 2183 NC** 

#### PETITION FOR CHANGE OF NAME

#### NOTICE

NOTICE IS HEREBY GIVEN that on March 17, 2014, the Petition of Eliza Camp was filed in the above named court, requesting a decree to change his/her name from **Leah Jolie Gonzalez** to **Leah Jolie Gonzalez Camp**.

The Court has fixed Tuesday, May 6, 2014 in Courtroom No. 11, at 1:30 p.m. at the Juvenile Justice Center, 25 North Front Street, 7th Floor, Harrisburg, PA as the time and place for the hearing on said Petition, when and where all persons interested may appear and show cause if any they have, why the prayer of the said Petition should not be granted.



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#### BAR ASSOCIATION PAGE

## **Dauphin County Bar Association** 213 North Front Street, Harrisburg, PA 17101-1493

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The Board of Directors of the Bar Association meets on the third Thursday of the month at the Bar Association headquarters. Anyone wishing to attend or have matters brought before the Board should contact the Bar Association office in advance.

#### REPORTING OF ERRORS IN ADVANCE SHEET

The Bench and Bar will contribute to the accuracy in matters of detail of the permanent edition of the Dauphin County Reporter by sending to the editor promptly, notice of all errors appearing in this advance sheet. Inasmuch as corrections are made on a continuous basis, there can be no assurance that corrections can be made later than thirty (30) days from the date of this issue but this should not discourage the submission of notice of errors after thirty (30) days since they will be handled in some way if at all possible. Please send such notice of errors to: Dauphin County Reporter, Dauphin County Bar Association, 213 North Front Street, Harrisburg, PA 17101-1493.

#### DAUPHIN COUNTY COURT SECTION

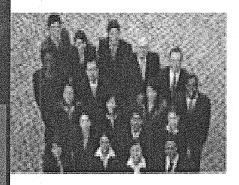
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# Dauphin County Bar Association

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**Private Office Suite** available on North Second Street near Division (2nd floor) consisting of reception room, conference room, two private offices, kitchenette and full bath; ideal for one or two professionals, ample parking, \$895 monthly rent. For more details please call 234-2428.

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17 North Second Street, 16th Floor • Harrisburg, PA 17101 (717) 255-7388

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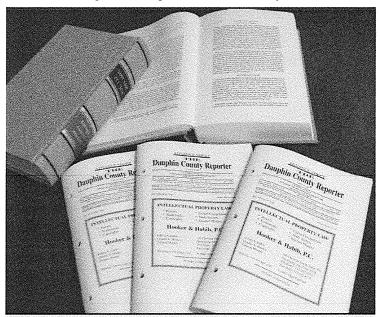
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