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Unitrin Direct Property & Casualty Company v. Anderson and Loesch

487



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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 PAUL V. SHAVER, AKA PAUL VINCENT SHAVER JR., (died: March 1, 2015), late of Dauphin County, PA. Executrix: Patricia E. Roussel; Attorney: Vicky Ann Trimmer, Esquire, Daley Zucker Meilton & Miner, LLC, 635 N. 12th Street, Suite 101, Lemoyne, PA 17043. jn26-jy10

ESTATE OF CATHERINE A. CSURICS AKA CATHERINE ANNA CSURICS, late, of Susquehanna Township, Dauphin County, Pennsylvania. Executor: George A. Csurics. Attorney: Melanie Walz Scaringi, Esquire, Scaringi & Scaringi, 2000 Linglestown Road, Suite 106, Harrisburg, PA 17110. jn26-jy10

ESTATE OF SARA A. ROBBINS (died: May 9, 2015), late of Millersburg, Dauphin County, Pennsylvania. Executor: David P. Miller, PO Box 1520, Grantham, NH 03753. Attorney: Dale K. Ketner, Ketner Law Office, LLC, 129 Market Street, Millersburg, PA 17061. jn26-jy10

ESTATE OF DORIS E. RANCK A/K/A DORIS ELEANOR RANCK, late of Susquehanna Township, Dauphin County, Pennsylvania. Executrix: Jennifer M. Nestler. Attorney: Melanie Walz Scaringi, Esquire, Scaringi & Scaringi, P.C., 2000 Linglestown Road, Suite 106, Harrisburg, PA 17110. jn26-jy10

ESTATE JACK W. SHADER, (died: June 1, 2015), late of Lower Paxton Township, Dauphin County, Pennsylvania. Executrix: Sharon L. Kreitzer, c/o Hazen Elder Law, 2000 Linglestown Road, Suite 202, Harrisburg, PA 17110 or to Estate of Jack W. Shader, c/o Hazen Elder Law, 2000 Linglestown Road, Suite 202, Harrisburg, PA 17110. jn26-jy10

ESTATE OF ANGELA RUTKOWSKI, A/K/A ANGELA G. RUTKOWSKI, late of Susquehanna Township, Dauphin County, Pennsylvania. Executor: Matthew K. Weldon, 110 Valley Road, Summerdale, PA 17093 or to Attorney: R. Benjamin Cramer, Esquire, P. O. Box 159, Duncannon, PA 17020. jn26-jy10

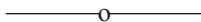
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The record thus reveals sufficient competent evidence to sustain the verdict, looking at the evidence in the light most favorable to Defendant, as the verdict winner, and giving her the benefit of every reasonable inference arising from the evidence and rejecting all unfavorable testimony and inference. *Grossi v. Travelers Pers. Ins. Co. supra*.

Accordingly, this panel enters the following:

ORDER

AND NOW, this 25th day of March, 2015, upon consideration of Plaintiffs' Motion for Post Trial Relief, and following oral argument before an en banc panel of this Court, it is hereby directed that Plaintiffs' Motion is DENIED.



**Unitrin Direct Property & Casualty Company
v. Anderson and Loesch**

Contracts -Insurance Policy -Cooperation Clause -Breach -Substantial Prejudice

Plaintiff insurer sought a declaration that it had no duty to defend or indemnify its insured in an action brought by a pedestrian who had been struck and seriously injured by the insured's vehicle, the driver of which had fled the scene. The insured denied any knowledge about who had been driving her vehicle, and had not reported it stolen prior to the accident. Subsequent DNA tests revealed that blood discovered on the steering wheel belonged to the insured's boyfriend. Plaintiff asserted it had no duty to defend or indemnify the insured because she breached the "cooperation clause" of the insurance policy.

1. By virtue of a cooperation clause, an insured binds itself to assist the insurer fully in its handling of the claim and agrees to take no action which would vitiate a valid defense. *Forest City Grant Liberty Assoc. v. Genro II, Inc.*, 652 A.2d 948, 951 (Pa. Super. 1995). An insured's duty to cooperate is breached where the insured neglects to disclose information needed by the insurer to prepare a defense, does not aid in securing witnesses, refuses to attend hearings or to appear and testify at trial or otherwise fails to "render all reasonable assistance necessary to the defense of the suit." *Id.*, at 951-52 (citing 8 *Appleman, Insurance Law and Practice* § 4774).

2. In order to show that the insured breached the duty to cooperate, the insurer must show that the breach is something more than a mere technical departure from the letter of the policy, that is a departure that results in a substantial prejudice and injury to its position in the matter. *Paxton Nat'l Ins. Co. v. Brickajlik*, 522 A.2d 531, 532 (Pa. 1987).

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3. While the insured owes a duty to the insurer under a cooperation clause, the insurer owes its own duty to the insured to operate with the “utmost good faith” toward its insured. *Petty v. Hosp. Serv. Ass’n of Ne. Pennsylvania*, 23 A.3d 1004, 1014 (Pa. 3011). The insurer’s duty is to defend in good faith and with due diligence and in such a way as to protect the rights of the insured. See *Maguire v. Ohio Cas. Ins. Co.* 602 A.2d 893, 896 (Pa. Super. 1992).

4. Recent case law discussing claims of breach of cooperation reveals a judicial reluctance to void coverage except in circumstances where the insurer has acted diligently and properly with respect to its insured. Thus, whether there has been sufficient cooperation necessarily entails an evaluation of the actions of both parties to the insurance contract. 3 *Law and Prac. of Ins. Coverage Litig.* § 36:4 (Litigating the Failure to Cooperate) (2015).

5. In addition to seeking the insured’s cooperation, an insurer must exercise reasonable diligence in doing so, as an element of its defense of insured’s breach of a cooperation clause. To satisfy its burden of diligently and reasonably attempting to secure the insured’s cooperation, as prerequisite to being relieved of its obligations under policy based on insured’s lack of cooperation, the insurer must employ methods which are reasonably calculated to find the accused and to secure his or her cooperation. 14 *Couch on Ins.* § 199:21 (Diligence in Seeking Insured’s Cooperation) (2015).

Request for Declaratory Judgment. C.P., Dau. Co., No. 2009
CV 10922 CV. Request denied.

Kyle W. Krombach, for Plaintiffs

Doreena L. Sloan, for Defendant

OPINION

Turgeon, J., June 9, 2015 – Unitrin Direct Property & Casualty Company has filed a declaratory judgment action seeking a declaration by this Court that it has no duty to defend or indemnify its insured, Toyann Anderson, in an action brought by pedestrian William Loesch. Loesch was struck by Anderson’s vehicle causing him very serious injuries. For the reasons cited below, I deny Unitrin’s request.

BACKGROUND

At approximately 2:45 a.m. on August 20, 2007, Loesch was walking on the shoulder of Sycamore Street near the intersection with Paxton Street in Swatara Township when struck by Anderson’s 2003 Dodge Caravan. The vehicle rolled onto an embankment and Loesch landed in a grassy area sustaining significant injuries later requiring multiple surgeries. He vaguely recalled a man at the scene asking if he was okay then walking away. He also believes there was a second person in the Caravan. At the time of the accident, Loesch was walking to his employ-

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ment with Target; he did not own a car or have automobile insurance of his own.

The police investigated and discovered blood on the steering wheel. Later DNA tests revealed the blood belonged to Winston McCullough, Sr., who according to Loesch's investigators, was Anderson's boyfriend. (See, Response to Motion in Limine, ¶ 4 (11/18/14)) The vehicle had not been reported stolen prior to the accident. Police questioned Anderson shortly after the accident and she denied any knowledge about who had been driving her car. Unitrin was notified about the existence of the accident on December 4, 2007, by Loesch's attorney.

Loesch filed a writ of summons in a separate action against Anderson on August 10, 2009. *Loesch v. Anderson*, 2009 CV 9934 CV (Dauphin County). In response, Unitrin filed its current declaratory judgment action at this docket September 8, 2009. Unitrin asserts it has no duty to defend or indemnify Anderson because she breached the "cooperation clause" of the insurance policy, which provides as follows:

Part E – DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons or witnesses.
- B. A person seeking any coverage must:
 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.

...

(Declaratory Judgment Complaint ¶ 13)

Unitrin claims that after being notified about the accident, it attempted to thoroughly investigate but was hampered by its inability to locate Anderson, claiming "she refused to return any telephone calls or respond to any letters." (*Id.* ¶ 11) Unitrin claims that it specifically sought out Anderson to determine the identity of the driver and passenger of the vehicle in order to determine if the driver was operating the vehicle with Anderson's permission. (*Id.* ¶ 14) Unitrin asserts that Anderson's failure to respond to it "resulted in prejudice to [Unitrin] inasmuch as [Unitrin] cannot determine whether the vehicle in question was being operated

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with permission such that [Unitrin] would be required to provide liability coverage.” (*Id.* at ¶15) Unitrin also broadly claims it was prejudiced by Anderson’s late report of the accident. (*Id.* at ¶16) Notably absent from Unitrin’s complaint is any mention of the steps it took to contact Winston McCullough, Sr., identified within months of the accident date as the person whose blood was found on the steering wheel.

This matter was assigned to me in December 2012 following which I held a number of conferences with the parties and issued a case management order. Prior to trial on the declaratory judgment claim, Unitrin filed a motion in limine in which it sought that Loesch be precluded from presenting any evidence pertaining to liability and damages, asserting it was irrelevant to the contractual dispute between it and Anderson. I held a telephone conference with counsel November 20, 2014 to address the motion. During the call, Unitrin’s attorney clarified that it needed to find out whether McCullough had permission to drive Anderson’s vehicle on the night of accident. I indicated to the attorneys that it should not be difficult to find Anderson or McCullough.¹ I thus issued an order that day denying the motion in limine without prejudice and further stating as follows: “[Unitrin] has a duty to make [a] diligent effort to locate Toyann Anderson. No prejudice established. [Unitrin] has police report and DNA of blood on steering wheel. Sheriff shall locate and serve her with this Order and provide proof to all parties. Ms. Anderson shall contact [Unitrin’s attorney] promptly.” The Sheriff personally served Anderson within five days thereof.

HEARING EVIDENCE

I held a non-jury trial March 24, 2015 on the limited issues of whether Anderson breached the cooperation clause between December 4, 2007, the date Unitrin received notice of the accident, and September 9, 2009, the date it filed its current action seeking declaratory relief, and if so, whether such breach caused prejudice to Unitrin, thus relieving it of its obligation to defend and indemnify Anderson in the civil action brought by Loesch against her.

Unitrin’s sole witness was Benjamin Bell, a claims adjustor and litigation specialist with Kemper Insurance Company, formerly Unitrin. (N.T. 8-9) He was assigned the claim January 12, 2012 and is the custodian of the case log.² (N.T. 10, 12, 29) He testified that according to the

1. With regard to McCullough, local media reported that on November 1, 2014, his son had been shot and killed in Harrisburg and thus police would most likely have information on the father’s whereabouts.

2. The case log was identified at the hearing as Unitrin Direct’s Exhibit 1 (N.T. 11) but was never admitted into evidence and is thus not part of the record.

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case history, Unitrin was informed by Loesch's attorney of the accident and claim on December 4, 2007. (N.T. 11) He further testified that this particular claim was unique because it involved a driver who fled the scene so that it was imperative for Unitrin to find out who the driver was. (N.T. 27) Under Anderson's automobile policy, any claim resulting from the non-permissive use of the vehicle was excluded from liability coverage. (N.T. 28) He claimed the insured was integral to the investigation in order to provide Unitrin sufficient information of the facts of the loss, possible witnesses, who was driving and whether they had permission to drive. (N.T. 22, 28)

Bell testified that upon notice of a claim, it was the normal practice of Unitrin to contact the insured immediately by phone, regular or certified mail. (N.T. 14) If that failed, Unitrin assigned an investigator to find additional contact points. (N.T. 14-15) In this case, Bell testified that Unitrin made an initial call to Anderson on an unidentified date which was unsuccessful because the phone number was disconnected. (N.T. 15, 33) Unitrin then sent out a number of letters by both certified and regular mail on unidentified dates to Anderson's address on the policy at Chestnut Pointe Apartments, 3655 Chambers Hill Road, Harrisburg Pa. (N.T. 15, 34) The certified mail was allegedly returned as non-deliverable. (N.T. 15-16) Bell did not identify how many letters were sent out or on what dates, but he did note that it was normal for Unitrin to send out such mailings every few weeks. (N.T. 26) Later in his testimony, however, he denied that letters were sent out to Anderson as frequently as every month. (N.T. 33-34)

In addition to the letters, an Unitrin investigator was assigned to contact Anderson at the Chestnut Pointe Apartment address. The investigator visited that location on December 19 and 26, 2007 and January 2, 2008, without success. (N.T. 34-35) According to Bell, during such visits the investigator would canvas the area to find out any clues as to who might be residing at the address. (N.T. 17) During his initial visit to this address, the investigator spoke with a neighbor but obtained no useable information and left a card. (N.T. 17)

The investigator also checked databases for more current addresses, resulting in two new addresses for Anderson.³ (N.T. 16-17, 24-25) The

3. A third address for Anderson identified by Bell (440 South 15th Street, Harrisburg) was not visited by a Unitrin Direct agent until after Unitrin Direct filed its declaratory judgment action. Accordingly, that evidence is not relevant to its claim that Anderson failed to cooperate with its investigation. (See N.T. 35)

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The investigator made one visit to each of those addresses, on December 26, 2007 to 542 South 16th Street, Harrisburg and on March 25, 2008 to 1915 Park Street, Harrisburg, respectively. (N.T. 34-35) In addition, Bell claimed that Unitrin also sent a new mailing immediately to Anderson upon learning of the new addresses. (N.T. 26)

Bell agreed that in the course of investigating a claim, he would typically interview any witnesses who might know anything relevant about the claim. (N.T. 30) Because he was only assigned Anderson's claim in 2012, he obviously made no attempts between 2007 and 2009 to contact any potential witnesses about this accident, including Loesch, nor did Bell identify any agent of Unitrin who made any such attempts. (N.T. 29-30) Bell did testify that Unitrin reached out to the investigating police officer and police detectives at some unidentified time and that they provided Unitrin with "their investigative results as well as an additional address." (N.T. 31, 39) Bell did not identify the nature of the investigative results provided to Unitrin nor of the additional address, other than to say that Unitrin checked out the new address with no result. (N.T. 40) Bell asserted that Unitrin made continuous efforts to contact Anderson between December 2007 and September 2009, although the last specific contact he identified in his testimony as having been made by Unitrin was the March 25, 2008 investigator visit to Anderson's 1915 Park Street address. (N.T. 19)

Toyann Anderson testified on Loesch's behalf. She stated that she became aware of the accident when police officers appeared at her home at the Chestnut Pointe Apartments, presumably on or near August 20, 2007. (N.T. 45-46, 48) She told them she had been asleep when her vehicle disappeared and claimed to have told police her vehicle must have been stolen. (N.T. 46-47) She denied driving the Caravan on the night of the accident and claimed to have no idea who had been. (N.T. 45-46) Anderson testified that she lived at 542 South 16th Street in 2006 and that in June 2006, she moved to the Chestnut Pointe Apartments, where she lived from June 2006 until around October 2007, though she was not entirely sure of those dates. (N.T. 47-48) Sometime in 2008 she moved to 1915 Park Street where she lived for approximately two years, until almost 2010. (N.T. 48-49) She denied that anyone from Unitrin ever visited her between 2007 and 2009. (N.T. 47) She did not remember getting any mail Unitrin during this time period. (N.T. 47, 49)

LEGAL DISCUSSION

Unitrin asserts Anderson breached the cooperation clause, recited above. Under the policy terms, such a breach, if proven, must be "prej-

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udicial” to Unitrin. Under the record before the court, Unitrin failed to prove that Anderson did not cooperate in its investigation. Even if a lack of cooperation was shown, however, Unitrin has failed to prove sufficient prejudice.

Our Supreme Court has discussed the nature of a declaratory judgment action in the context of an insurance claim, as follows:

The Declaratory Judgments Act may be invoked to interpret the obligations of the parties under an insurance contract, including the question of whether an insurer has a duty to defend and/or a duty to indemnify a party making a claim under the policy. A court’s first step in a declaratory judgment action concerning insurance coverage is to determine the scope of the policy’s coverage. After determining the scope of coverage, the court must examine the complaint in the underlying action to ascertain if it triggers coverage. If the complaint against the insured avers facts that would support a recovery covered by the policy, then coverage is triggered and the insurer has a duty to defend until such time that the claim is confined to a recovery that the policy does not cover. The duty to defend also carries with it a conditional obligation to indemnify in the event the insured is held liable for a claim covered by the policy. Although the duty to defend is separate from and broader than the duty to indemnify, both duties flow from a determination that the complaint triggers coverage.

General Accident Ins. v. Allen, 692 A.2d 1089, 1094 (Pa. 1997) (citations omitted). “[T]he purpose of the Declaratory Judgment Act is to afford relief from uncertainty and insecurity with respect to legal rights, status and other relations.” *Keystone Aerial Surveys Inc. v. Pa. Property & Casualty Ins. Assoc.*, 777 A.2d 84, 88 (Pa. Super. 2001) (citation omitted).

“By virtue of a cooperation clause, an insured binds itself to assist the insurer fully in its handling of the claim and agrees to take no action which would vitiate a valid defense.” *Forest City Grant Liberty Assoc. v. Genro II, Inc.*, 652 A.2d 948, 951 (Pa. Super. 1995) (citation omitted). “An insured’s duty to cooperate is breached where the insured neglects to disclose information needed by the insurer to prepare a defense, does not aid in securing witnesses, refuses to attend hearings or to appear and testify at trial or otherwise fails to ‘render all reasonable assistance necessary to the defense of the suit.’” *Id.* at 951-52 (citing 8 *Appleman, Insurance Law and Practice* § 4774). In order to show that the insured

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breached the duty to cooperate, “the insurer must show that the breach is something more than a mere technical departure from the letter of the [policy],-that is a departure that results in a substantial prejudice and injury to its position in the matter.” *Paxton Nat’l Ins. Co. v. Brickajlik*, 522 A.2d 531, 532 (Pa. 1987) (citation omitted).

While the insured owes a duty to the insurer under a cooperation clause, the insured owes its own duty to the insured “to operate with the ‘utmost good faith’ toward its insured.” *Petty v. Hosp. Serv. Ass’n of Ne. Pennsylvania*, 23 A.3d 1004, 1014 (Pa. 2011) (citations omitted). “The insurer’s duty of good faith is contractual, arising from the insurance company’s assumption of a fiduciary status via the policy’s provisions affording the insurer the right and responsibility to handle claims and control settlement.” *Id.* (citation omitted). “The insurer’s duty is to defend in good faith and with due diligence and in such a way as to protect the rights of the insured” *See Maguire v. Ohio Cas. Ins. Co.*, 602 A.2d 893, 896 (Pa. Super. 1992) (citation omitted).

This court has been unable to find Pennsylvania law specifically addressing the duty owed by an insurer to the insured where the insurer raises lack of cooperation by the insured; however, the issue has been addressed in numerous other jurisdictions:

Recent case law discussing claims of breach of cooperation reveals a judicial reluctance to void coverage except in circumstances where the insurer has acted diligently and properly with respect to its insured. Thus, whether there has been sufficient cooperation necessarily entails an evaluation of the actions of both parties to the insurance contract.

3 *Law and Prac. of Ins. Coverage Litig.*, § 36:4 (Litigating the Failure to Cooperate) (2015) (cases cited therein). The issue of an insurer’s duty of due diligence where it raises its insured’s lack of cooperation has also been discussed as follows:

In addition to seeking the insured’s cooperation, ... an insurer must exercise reasonable diligence in doing so, as an element of its defense of insured’s breach of a cooperation clause. To satisfy its burden of diligently and reasonably attempting to secure the insured’s cooperation, as prerequisite to being relieved of its obligations under policy based on insured’s lack of cooperation, the insurer must employ methods which are reasonably calculated to find the insured and to secure his or her cooperation.

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14 *Couch on Ins.* § 199:21 (Diligence in Seeking Insured's Cooperation) (2015). These concepts are accurately encompassed within the broader duty under Pennsylvania law requiring an insured operate with the utmost good faith toward its insured. *Petty v. Hosp. Serv. Ass'n of Ne. Pennsylvania*, *supra*.

Accordingly, a determination of whether Anderson failed to cooperate must be evaluated in light of Unitrin's duty to employ methods reasonably calculated to find her and secure her cooperation. The record reveals that Unitrin failed to act with due diligence in its investigation. As set forth above, despite claiming Anderson refused to return "telephone calls," Unitrin in fact made a single telephone call to a disconnected number. Concerning mailings, the evidence presented by the records custodian, who lacked any personal knowledge of the investigation, was that Unitrin made an unidentified number of mailings on unidentified dates to Anderson at the address on the policy, by certified and regular mail. None of the certified mail was delivered. The address on the policy was the one at which Anderson stated she moved from in October 2007 and the mailings were necessarily made after December 4, 2007. There was evidence possibly one mailing was made to her new address at Park Street, where she began to reside sometime in 2008.

In addition to mailings, an investigator attempted to contact Anderson in person by visiting the Chambers Pointe Apartment address on December 19 and 26, 2007 and January 2, 2008. As noted, Anderson claimed she moved out of that apartment in October 2007. The investigator also made one visit to her Park Street address on March 25, 2008, which appears to have been a correct address or that date.⁴ Unitrin presented no evidence of the investigator's findings for these visits other than that Anderson was not contacted or present. Finally, there was no evidence offered by Unitrin that it made any specific attempt to contact Anderson after the investigator's last visit to Park Street, on March 25, 2008. Thus, the representation made by Unitrin's witness that it continuously attempted to contact her through September 2009 lacked a factual basis. In addition to Unitrin's limited and undefined attempts to contact Anderson, there was no evidence presented that Anderson had actual knowledge of the insurance investigation or of Unitrin's attempts to contact her during this period of time.

4. The investigator also allegedly made another visit December 26, 2007 to 542 South 16th Street, Harrisburg; however, the record showed that Anderson last lived there in 2006. (N.T. 47-48)

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Furthermore, Unitrin failed to show it conducted a diligent investigation beyond its attempts to contact Anderson. Its witness Bell acknowledged at the hearing that one of the primary reasons it needed to contact Anderson was because this case involved a hit-and-run driver and thus, identification of the driver was crucial to determine whether the use was permissive. Bell testified that after Unitrin had difficulty contacting Anderson, it reached out to the investigating police officer and detectives and they provided Unitrin with their investigative results and an additional address. While Bell did not identify what Unitrin learned from police or any information about the additional address, the record before this court revealed that Unitrin was or should have been aware that police obtained blood from the steering wheel which had been DNA tested. Those results showed the blood belonged to Winston McCullough, Sr. (who Loesch's investigator's learned had a romantic relationship with Anderson). Despite having access to information which might have solved the mystery of the driver's identify or whether he had her permission to use the vehicle, Unitrin provided no evidence whatsoever of following up on this substantial and obvious lead. Unitrin's failure in this regard is inexplicable.

Accordingly, in light of the lack of evidence that Unitrin acted with due diligence in investigating the insurance claim and the lack of evidence Anderson had any actual knowledge of the investigation or of Unitrin's attempts to contact her, I find that Anderson did not breach her insurance policy's cooperation clause.

Even were I to find that Anderson was in breach of the cooperation clause, Unitrin failed to prove such breach caused it "substantial prejudice."⁵ *Paxton Nat'l Ins. Co. v. Brickajlik, supra*. Unitrin claimed it was prejudiced by its inability to interview Anderson to determine who was operating her vehicle and whether that person had permission to drive it. As noted, Unitrin proved only that it was unable to contact Anderson for a short period of time - between December 2007 and March 25, 2008 - which problem has now been rectified. Anderson has been apprised of her need to communicate with Unitrin and is available to give a

5 Prejudice is a particularly essential component in this case where the insured seeks to be excused from covering a loss incurred by a third-party claimant, since third-party policies provide redress to innocent individuals harmed by the insured's actions. Prejudice would seem a less significant component in the context of first-party insurance, though Pennsylvania courts have not drawn any such distinction. See, *Habecker v. Peerless Ins. Co.*, No. 1:07-CV-0196, 2008 WL 4922529, at *4 footnote 6 (M.D. Pa. Nov. 14, 2008) (citations omitted).

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statement to it. Furthermore, Unitrin was aware of the police report that indicated back in 2007, Anderson denied to police any knowledge about who had been driving her car, clearly suggesting that had Unitrin been able to obtain a statement from Anderson between 2007-2009, she would have told Unitrin the same thing.⁶ Assuming that the case, her statement would not have resolved the factual issue of driver identity or of permissive use but would have required Unitrin to conduct a further investigation on these matters, particularly given that Unitrin knew, or should have known, about the McCullough connection within months of the accident. Its failure to follow up with this very substantial lead concerning driver identity and permissiveness negates any possible prejudice it may have suffered due to its alleged inability to obtain cooperation from Anderson. Unitrin has otherwise failed to identify any substantive rights that it has lost to date that it cannot still exercise.

Finally, Unitrin broadly claims it was prejudiced by Anderson's failure to promptly report the accident. This claim is unsupported. Unitrin was informed of the accident approximately four months after its occurrence. Unitrin has failed to identify any evidence of substantial prejudice caused by this delay.

ORDER

AND NOW, this 9th day of June 2015, upon consideration of the Plaintiff's request seeking a declaration by this Court that Plaintiff has no duty to defend or indemnify its insured, Defendant Toyann Anderson, concerning an August 20, 2007 motor vehicle accident, and following a hearing March 24, 2015, it is hereby directed that Plaintiff's request is DENIED.

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6. As noted above, Anderson again denied any knowledge of who had driven her car at the hearing in this action, claiming it had been stolen. (N.T. 46-47) This court makes no finding as to the credibility of that testimony. The factual issue of who drove Anderson's car and whether that person had permission to do so is not currently before this court and must await further discovery and ultimate resolution by the factfinder in the underlying *Loesch v. Anderson* civil action.

FIRST PUBLICATION

Estate Notices

ESTATE OF COLLEEN M. HAMILTON, late of Middle Paxton Township, Dauphin County, Pennsylvania. Executor: Lawrence M. Cooney, 231 Hidden Valley Road, Harrisburg, PA 17112. Attorney: Wayne F. Shade, Esquire, 53 West Pomfret Street, Carlisle, PA 17013. jn26-jy10

ESTATE OF JEANNE M. PAUKNER, late of Swatara Township, Dauphin County, Pennsylvania. Executor: Donald E. Spahr c/o Donald E. Spahr, 104 S. Hanover St., Carlisle, PA 17013. jn26-jy10

ESTATE OF HAZEL J. LENTZ, (died: May 26, 2015), late of the Borough of Elizabethtown, Dauphin County, Pennsylvania. Executor: Paul T. Lentz, 1867 Armstrong Valley Road, Halifax, Pennsylvania 17032; Attorney: Terrence J. Kerwin, Esquire, Kerwin & Kerwin, LLP, 4245 State Route 209, Elizabethtown, PA 17023. jn26-jy10

ESTATE OF MICHAEL P. CONNOR, late of the Londonderry Township, Dauphin County, Pennsylvania. Administratrix: April L. Connor, c/o Jennifer B. Hipp, Esquire, One West Main Street, Shiremanstown, PA 17011. jn26-jy10

ESTATE OF JAMES LAWRENCE HEISEY, (died: June 7, 2015), late of Dauphin County, Pennsylvania. Executrix: Edna Jane Heisey, 306 Fernwood Avenue, Harrisburg, PA 17112. Attorney: Clarence B. Burns, Jr., 2080 Linglestown Road, Harrisburg, PA 17110. jn26-jy10

ESTATE OF CHARLES MARTIN GRIFFITH, late of Swatara Township, Dauphin County, Pennsylvania. Administrator: Charles M. Griffith, Jr., 6620 Huntingdon St., Apt. #1, Harrisburg, PA 17111 or to Attorney: James H. Rowland, Jr., 812 N. 17TH Street, Harrisburg, PA 17103. jn26-jy10

ESTATE OF LEON WILSON GREEN A/K/A LEON W. GREEN, late of the City of Harrisburg, Dauphin County, Pennsylvania. Administrator: Teresa A. Green-Gassert, c/o Craig A. Hatch, Esquire, HALBRUNER, HATCH & GUISE, LLP, 2109 Market Street, Camp Hill, PA 17011. jn26-jy10

ESTATE OF NEIL W. SCHLEGEL, late of Pillow, Dauphin County, Pennsylvania. Co-Executrices: Mary Ann Smeltz, 512 Route 147, Dalmatia, PA 17017; Phyllis Byerly, 1207 State Route 225, Herndon, PA 17830. Attorney: RICHARD G. SCHEIB, Esquire, Attorney for the Estate, 11 Reitz Blvd., Suite 10, Lewisburg PA 17837-9293. jn26-jy10

ESTATE OF THERESA AUGUSTINE, (died: February 7, 2014), late of Derry Township, Dauphin County, PA. Executor: John Augustine c/o George W. Porter, Esquire, 909 E. Chocolate Ave., Hershey, PA 17033. jn26-jy10

ESTATE OF ARLENE R. WITMER, (died: May 3, 2015), late of Swatara Township, Dauphin County, Pennsylvania. Co-Executors: Ray Lynn Witmer, 1718 Blue Stone Drive, Kalispell, MT 59901; Sandra K. Witmer, 660 N. 66th Street, Harrisburg, PA 17111 or Attorney: Jean D. Seibert, Esquire, CALDWELL & KEARNS, PC, 3631 North Front Street, Harrisburg, PA 17110. jn26-jy10

ESTATE OF EDWARD P. BERKOSKI, late of Susquehanna Township, Dauphin County, PA. Executrix: Bonnie L. Berkoski, c/o May & May, P.C., 4330 Carlisle Pike, Camp Hill, PA 17011. jn26-jy10

SECOND PUBLICATION

Estate Notices

ESTATE OF MICHAEL D. SHAUD, (died: May 28, 2015), late of Middletown, PA. Executrix: Carol A Shaud, 414 Caravan Court, Middletown PA 17057. Attorney: Jayne A. Garver, 1224 W. Lincoln Hwy, Coatesville, PA 19320. jn19-jy3

ESTATE OF DANIEL LYNN FRYE, late of the City of Harrisburg, Dauphin County, Pennsylvania. Administrator: Ronald D. Butler, 1007 Mumma Road, Suite 101, Lemoyne, PA 17043. Attorney: Butler Law Firm, 1007 Mumma Road, Suite 101, Lemoyne, PA 17043. jn19-jy3

ESTATE OF WILLIAM P. MULLEN A.K.A. WILLIAM MULLEN, late of Lower Paxton Township, Dauphin County, Pennsylvania. Executrix: MICHELE A. MULLEN, 462 Pritchard Court, Harrisburg, PA 17111 or to: Attorney: ELIZABETH B. PLACE, ESQUIRE, SkarlatosZonarich LLC, 17 South 2nd Street, Floor 6, Harrisburg, PA 17101. jn19-jy3

ESTATE OF JAMES PRITULSKY, (died: April 18, 2015), late of Derry Township, Dauphin County, Pennsylvania. Executrix: Jeannette M. Zerby, 7905 Manor Drive, Harrisburg, PA 17112. Attorney: Elizabeth H. Feather, Esquire, Caldwell & Kearns, P.C., 3631 North Front Street, Harrisburg, PA 17110, (717) 232-7661. jn19-jy3

ESTATE OF THOMAS S. ECKERT, (died: May 13, 2015), late of Derry Township, Dauphin County, PA. Executrix: Karen Albert c/o George W. Porter, Esq. 909 East Chocolate Ave, Hershey, PA 17033. jn19-jy3

SECOND PUBLICATION**Estate Notices**

ESTATE OF MEADE M. ESPENSHADE, late of Lower Swatara Township, Dauphin County. Personal Representatives/Executors: MARLIN J. ESPENSHADE, 1212 Amber Lane, Harrisburg, PA 17111 or BETTY DEWOLFE BIGGARD, 440 Oberlin Rd., Middletown, PA 17058 or to: Attorney: KATHLEEN B. MURREN, ESQ, SkarlatosZonarich, LLC, 17 S. 2nd St., Floor 6, Harrisburg, PA 17101. jn19-jy3

ESTATE OF DOROTHY M. DITZLER, (died: May 27, 2015), late of Conewago Township, Dauphin County, Pennsylvania. Co-Executrix: Robin Miller, 3226 Elizabethtown Road, Hershey, PA 17033; Co-Executrix: Faith Resh, 631 S. Union Street, Middletown, PA 17057. Attorney: John S. Davidson, Esquire, 320 West Chocolate Avenue, P.O. Box 437, Hershey, PA 17033-0437. jn19-jy3

ESTATE OF JAMES E. SHOOP SR., (died: May 25, 2015), late of Lower Paxton Township, Dauphin County, Pennsylvania. Executrix: Diane E. Shoop of Harrisburg, Pennsylvania c/o Jacqueline A. Kelly, Esquire, Jan L. Brown & Associates, 845 Sir Thomas Court, Suite 12, Harrisburg, PA 17109, Telephone: 717-541-5550. jn19-jy3

ESTATE OF JACKIE M. MUMFORD, A/K/A JACK MUMFORD, late of Lower Paxton Township, Dauphin County, Pennsylvania. Executor: Judd M. Mumford, c/o Mark E. Halbruner, Esquire HALBRUNER, HATCH & GUISE, LLP, 2109 Market Street, Camp Hill, PA 17011. jn19-jy3

ESTATE OF DIANE A. HAUG, (died: February 13, 2015), late of Derry Township, Hershey, Dauphin County, Pennsylvania. Administrator: Eileen Smink, 7817 Bridle Lane, Harrisburg, PA 17112. jn19-jy3

ESTATE OF HELEN J. DUGAN, A/K/A HELEN JANET DUGAN, late of the Township of Lower Paxton, Dauphin County, Pennsylvania. Executrix: Donna L. Lee, 432 Springlake Road, Harrisburg, PA 17112 or to Attorney: Theresa L. Shade Wix, Esq., Wix, Wenger & Weidner, 4705 Duke Street, Harrisburg, PA 17109-3041. jn19-jy3

ESTATE SHIRLEY M. WINTER, (died: April 16, 2015), late of Lower Paxton Township, Dauphin County, Pennsylvania. Executor: Sheila A. Hyle, c/o Hazen Elder Law, 2000 Linglestown Road, Suite 202, Harrisburg, PA 17110 or to Estate of Shirley M. Winter, c/o Hazen Elder Law, 2000 Linglestown Road, Suite 202, Harrisburg, PA 17110. jn19-jy3

THIRD PUBLICATION**Estate Notices**

ESTATE OF RICHARD A. CHRIST, (died: April 15, 2015), late of the Borough of Dauphin, County of Dauphin, Pennsylvania. Executrix: Catherine A. Christ, 271 Riverview Terrace, Dauphin, Pennsylvania 17018. Attorney: Joseph D. Kerwin, Kerwin & Kerwin, LLP, 4245 State Route 209, Elizabethtown, Pennsylvania 17023. jn12-26

ESTATE OF DOROTHY H. WELKER, (died: April 24, 2015), late of 5001 Franklin Street, Harrisburg, PA 17111. Executrix: Carole Taylor, 4500 North Road, Harrisburg, PA 17109. Attorney: Clarence B. Turns, Jr., Esquire, 2080 Linglestown Road, Suite 101, Harrisburg, PA 17110. jn12-26

ESTATE OF CARMELA C. SWEIGART, (died: November 4, 2014), late of Lower Paxton Township, Dauphin County, Pennsylvania. David C. Miller, Jr., Esquire, 1100 Spring Garden Drive, Suite A, Middletown, PA 17057, (717) 939-9806, email: davidcmillerjr@verizon.net. jn12-26

ESTATE OF DARLENE M. WAGNER, (died: May 12, 2015), late of Swatara Township, Dauphin County, Pennsylvania. Executrix: Barbara A. Holmes, 609 West High Street, Hummelstown, PA 17036 or to Attorney: Jean D. Seibert, Esquire, CALDWELL & KEARNS, PC, 3631 North Front Street, Harrisburg, PA 17110. jn12-26

ESTATE OF SANDRA L. OBERHOLTZER, (died: April 16, 2015), late of Susquehanna Township, Dauphin County, Pennsylvania. Executrix: SuAnn L. Oberholtzer of Wernersville, Pennsylvania. Attorney: Christa M. Aplin, Esquire, Jan L. Brown & Associates, 845 Sir Thomas Court, Suite 12, Harrisburg, PA 17109, Telephone: 717-541-5550. jn12-26

ESTATE OF PAMELA SUE KOURY, late of Lower Paxton Township, Dauphin County, Pennsylvania. Executor: Ramsay James Koury, Jr., 123 Old Ford Drive, Camp Hill, PA 17011 or to Butler Law Firm, 1007 Mumma Road, Suite 101, Lemoyne, PA 17043. jn12-26

ESTATE OF GEORGIA A. CANTU, (died: March 8, 2015), late of Swatara Township, Dauphin County, Pennsylvania. Executor: Juan R. Cantu, 4800 Cumberland St, Harrisburg, PA 17111. Attorney: John W. Sweet, Esq., 213 N Front St, Harrisburg, PA 17101. jn12-26

ESTATE OF LOUISE M. HARVEY, (died: 2/28/13), late of Susquehanna Twp., Dauphin County, PA. Administrator Pendente-Lite: John R. Zonarich, Skarlatos Zonarich, LLC, 17 S. 2nd St., 6th Fl., Harrisburg, PA 17101. Or to his Atty.: John R. Zonarich, Skarlatos Zonarich, LLC, 17 S. 2nd St., 6th Fl., Harrisburg, PA 17101. jn12-26

FIRST PUBLICATION

Corporate Notices

NOTICE IS HEREBY GIVEN that **Nextep Business Solutions IV, Inc** a foreign business corporation incorporated under the laws of the State of Texas where its principal office is located at 1800 N Interstate Drive, Norman, OK 73072 has applied for a Certificate of Authority in Pennsylvania, where its registered office is located at 600 N 2nd St. Ste. 401 Harrisburg PA 17101. jn26

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 **LIVEalpha, Inc.** The address of its principal office under the laws of its jurisdiction is 137 Burleigh Dr. Ithaca NY 14850. The name of this corporation's commercial registered office provider is Corporation Service Company 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). jn26

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 **SENGLED USA, INC.** The address of its principal office under the laws of its jurisdiction is 12827 GRANSLEY COURT ALPHARETTA GEORGIA 30009-3102. The name of this corporation's commercial registered office provider is CT CORPORATION SYSTEM 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). jn26

NOTICE IS HEREBY GIVEN that **SSI Surgical Services, Inc.**, a foreign business corporation incorporated under the laws of the State of Delaware, received a Certificate of Authority in Pennsylvania on June 25, 2007, and will surrender its certificate of authority to do business in Pennsylvania.

Its last registered office in this Commonwealth was located at: c/o Corporation Service Company and its last registered office of the corporation shall be deemed for venue and official publication purposes to be located in Dauphin County, Pennsylvania.

The post office address, including street and number, if any, to which process may be sent in an action or proceeding upon any liability incurred before the filing of the application for termination of authority is: One American Center, 3100 West End Avenue, Suite 800, Nashville, TN 37203. jn26

NOTICE IS HEREBY GIVEN that **Lucchese, Inc.**, a foreign business corporation incorporated under the laws of the State of Delaware, with its principal office located at 40 Walter Jones Blvd., El Paso, TX 79906, has been granted a Certificate of Authority in Pennsylvania, under the provisions of the Pennsylvania Corporation Law of 1988. Its registered office is located at CT Corporation System, 116 Pine Street, Harrisburg, PA 17101, in Dauphin County. jn26

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 **Pyr-Tech, Inc.** The address of its principal office under the laws of its jurisdiction is 843 St. Louis Road Collinsville Illinois 62234. The name of this corporation's 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). jn26

NOTICE IS HEREBY GIVEN that an Application for Certificate of Authority has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on or about June 3, 2015, for a foreign corporation with a registered address in the state of Pennsylvania as follows: **Med-Care, Inc.** c/o National Registered Agents, Inc.

This corporation is incorporated under the laws of Tennessee. The address of its principal office under the laws of its jurisdiction in which it is incorporated is 1117 Harpeth Industrial Center, Franklin, TN 37064. The corporation has been qualified in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended. jn26

NOTICE IS HEREBY GIVEN that an Application for Certificate of Authority has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on or about June 17, 2015, for a foreign corporation with a registered address in the state of Pennsylvania as follows: **5 Diamonds Construction Inc.** c/o National Registered Agents, Inc.

This corporation is incorporated under the laws of Delaware. The address of its principal office under the laws of its jurisdiction in which it is incorporated is 35 Oakwood Avenue Farmingdale, NY 11735. The corporation has been qualified in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended. jn26

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State for **Safeway Fleet Inc.**, a corporation organized under the Pennsylvania Business Corporation Law of 1988. jn26

FIRST PUBLICATION

Corporate Notices

NOTICE IS HEREBY GIVEN that an Application for Certificate of Authority has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on or about May 14, 2015, for a foreign corporation with a registered address in the state of Pennsylvania as follows: **Hart Design Group, Ltd.** c/o National Corporate Research, Ltd.

This corporation is incorporated under the laws of Rhode Island. The address of its principal office under the laws of its jurisdiction in which it is incorporated is 800 Scenic View Drive, Cumberland, RI 02864. The corporation has been qualified in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended. jn26

NOTICE IS HEREBY GIVEN that **PERKINS COIE D.C., P.C.**, a foreign business corporation incorporated under the laws of District of Columbia, with its princ. office located at 1090 Vermont Ave., NW, Washington, D.C. 20005, 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. jn26

NOTICE IS HEREBY GIVEN that **ITS, INC.**, a foreign business corporation incorporated under the laws of Iowa, with its princ. office located at 6700 Pioneer Pkwy., Johnston, IA 50131, 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. jn26

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Section 4129 of the Business Corporation Law of 1988, **International Aerospace Insurance Services, Inc.**, a corporation of the State of CA with principal office at 399 Park Ave., 8th Fl., New York, NY 10022 and having a Commercial Registered Office Provider and County of Venue as follows: c/o CT Corporation System, Dauphin County, which on 01/30/2006 was granted a Certificate of Authority to transact business in the Commonwealth, has filed an Application for Termination of Authority with the Dept. of State. jn26

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of the Commonwealth of Pennsylvania on 5/21/2015 under the Domestic Business Corporation Law, for **LURED IN CHARTERS, INC.**, and the name and county of the commercial registered office provider is c/o: Corporation Service Co., Dauphin County. jn26

NOTICE IS HEREBY GIVEN that **PHOENIX MEDICAL CONSTRUCTION CO. INC.**, a foreign business corporation incorporated under the laws of the State of New Jersey, where its principal office is located at 681 Chestnut Street, Union, NJ 07083, has applied for a Certificate of Authority in Pennsylvania, where its registered office is located at Capitol Corporate Services, Inc., 600 N. Second Street, Harrisburg, PA 17101. The registered office of the corporation shall be deemed for venue and official publication purposes to be located in Dauphin County, Pennsylvania. jn26

NOTICE IS HEREBY GIVEN that an application was made to the Dept. of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 6/17/2015 by **OnForce Services, 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. jn26

NOTICE IS HEREBY GIVEN that **Groom Construction Co., Inc.**, a foreign business corporation incorporated under the laws of Massachusetts, with its princ. office located at 96 Swampscott Rd., Salem, MA 01970, 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. jn26

NOTICE IS HEREBY GIVEN that **Interfinancial Inc.**, a foreign business corporation incorporated under the laws of Georgia, with its princ. office located at 40 Technology Pkwy. South, #300, Norcross, GA 30092, 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. jn26

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 June 9, 2015, by **WINDSOR FASHIONS, INC.**, a foreign corporation formed under the laws of the State of California, where its principal office is located at 9603 John St., Santa Fe Springs, CA 90670, 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 Business Filings Incorporated, Dauphin County. jn26

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on June 15, 2015, by **Expicient, Inc.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at 26 Chestnut St., Andover, MA 01810, 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. jn26

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on June 15, 2015, by **K. PETROLEUM INC.**, a foreign corporation formed under the laws of the State of Ohio, where its principal office is located at 81 Mill St., Ste. 205, Gahanna, OH 43230, 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. jn26

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on June 15, 2015, by **Cooper B-Line, Inc.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at 509 W. Monroe St., Highland, IL 62249, 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. jn26

NOTICE IS HEREBY GIVEN that an Application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on May 22, 2015, by **Clear Vision Optical Co., Inc.**, a foreign corporation formed under the laws of the State of New York, where its principal office is located at 425 Rabro Dr., Ste. 2, Hauppauge, NY 11788, 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. jn26

FIRST PUBLICATION

Fictitious Name Notices

NOTICE IS HEREBY GIVEN that an Application for Registration of Fictitious Name was filed in the Department of State of the Commonwealth of Pennsylvania on May 27, 2015 for **D4 TooNs** located at 349 Mayfield St Harrisburg PA 17109. The name and address of each individual interested in the business is Dawud Perry 349 Mayfield St Harrisburg P A 17109. This was filed in accordance with 54 Pa.C.S. 311. jn26

FIRST PUBLICATION

Miscellaneous Notices

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

CIVIL ACTION – LAW

NO. 2014-CV-3939-MF

**NOTICE OF ACTION
IN MORTGAGE FORECLOSURE**

**PNC BANK, N.A., PLAINTIFF
VS.
KURT BOYLSTEIN AND SERENA STAKE,
DEFENDANTS**

Notice of Sale of Real Property

To: Kurt Boylstein and Serena Stake, Defendants, whose last known addresses are 7929 Barker Road, Corryton, TN 37721 and 405 Village Road, Harrisburg, PA 17112.

FIRST PUBLICATION

Miscellaneous Notices

Your house (real estate) at 405 Village Road, Harrisburg, PA 17112, is scheduled to be sold at the Sheriff's Sale on September 3, 2015 (Postponed from July 16, 2015) at 10:00 a.m. in the Dauphin County Admin. Bldg., 4th Fl., 2nd & Market Streets, Commissioners Hearing Room, Harrisburg, PA 17101, to enforce the court judgment of \$120,391.26, obtained by Plaintiff above (the mortgagee) against you. If the sale is postponed, the property will be relisted for the Next Available Sale.

Property Description: ALL THAT CERTAIN LOT OF LAND SITUATE IN LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA:

BEING KNOWN AS 405 Village Road, Harrisburg, PA 17112.

PARCEL NUMBER: 35-029-110.

IMPROVEMENTS: Residential Property.

TITLE TO SAID PREMISES IS VESTED IN Serena Stake and Kurt Boylstein, as joint tenants with right of survivorship BY DEED FROM Ira D. Deardorff and Mary C. Deardorff, husband and wife DATED 04/21/2005 RECORDED 04/27/2005 IN DEED BOOK 5966 PAGE 345.

Udren Law Offices, P.C.

Attys. for Plaintiff

111 Woodcrest Rd., Ste. 200

Cherry Hill, NJ 08003

856-669-5400

jn26

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

NUMBER 2011-CV-11601-MF

**U.S. BANK TRUST, N.A., AS TRUSTEE FOR
VOLT ASSET HOLDINGS NPL3, PLAINTIFF
VS.**

**MICHELLE GREEN AND ERIC GREEN,
DEFENDANT(S)**

**NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY**

TO: Michelle Green and Eric Green

Your house (real estate) at **3040 George Street, Harrisburg, Pennsylvania 17109** is scheduled to be sold at Sheriff's Sale on **September 3, 2015 at 10:00 a.m.** at the Sheriff's Office, Civil Division, Dauphin County Courthouse, 1st Floor, Room 104, 101 Market Street, Harrisburg, Pennsylvania 17101 to enforce the court judgment of \$178,724.33 obtained by U.S. Bank Trust, N.A., as Trustee for VOLT Asset Holdings NPL3 against you.

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

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

1. The sale will be canceled if you pay to U.S. Bank Trust, N.A., as Trustee for VOLT Asset Holdings NPL3 the back payments, late charges, costs, and reasonable attorney's fees due. To find out how much you must pay, you may call McCabe, Weisberg and Conway, P.C., Esquire at (215) 790-1010.

2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See the following notice on how to obtain an attorney.)

**YOU MAY STILL BE ABLE TO SAVE YOUR
PROPERTY AND YOU HAVE OTHER
RIGHTS EVEN IF THE SHERIFF'S SALE
DOES TAKE PLACE**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling McCabe, Weisberg and Conway, P.C., Esquire at (215) 790-1010.

2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.

3. The sale will go through only if the buyer pays the Sheriff the full amount due on the sale. To find out if this has happened, you may call McCabe, Weisberg and Conway, P.C. at (215) 790-1010.

4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.

5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff within thirty (30) days of the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed schedule of distribution is wrong) are filed with the Sheriff within ten (10) days after the posting of the schedule of distribution.

FIRST PUBLICATION

Miscellaneous Notices

7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
ASSOCIATION DE LICENCIADOS
Dauphin County Lawyer Referral Service
213 North Front Street
Harrisburg, Pennsylvania 17101
(717) 232-7536

McCABE, WEISBERG & CONWAY, P.C.
Attorneys for Plaintiff
123 S. Broad St., Ste. 1400
Philadelphia, PA 19109
215-790-1010

jn26

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

NO. 2014-CV-9708-MF

NOTICE OF SHERIFF'S SALE

**PHH MORTGAGE CORPORATION,
PLAINTIFF**

**VS.
SABRINA R. BURGOS AND RICHARD
BURGOS, DEFENDANT(S)**

NOTICE TO: RICHARD BURGOS

**NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY**

Being Premises: 21 SOUTH 24TH STREET,
HARRISBURG, PA 17103-2020

Being in PENBROOK BOROUGH, County of
DAUPHIN, Commonwealth of Pennsylvania, 49-
010-020-000-0000

Improvements consist of residential property.

Sold as the property of SABRINA R. BURGOS
and RICHARD BURGOS

Your house (real estate) at 21 SOUTH 24TH STREET, HARRISBURG, PA 17103-2020 is scheduled to be sold at the Sheriff's Sale on 07/16/2015 at 10:00 AM, at the DAUPHIN County Courthouse, 101 Market Street, Room 104, Harrisburg, PA 17107-2012, to enforce the Court Judgment of \$99,554.52 obtained by, PHH MORTGAGE CORPORATION (the mortgagee), against the above premises.

PHELAN HALLINAN DIAMOND
& JONES, LLP

jn26

Attorney for Plaintiff

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

CIVIL ACTION - LAW

NO. 2014- CV-10722-CV

**JONESTOWN BANK AND TRUST
COMPANY, PLAINTIFF**

**VS.
DAVID A. EBERWEIN, DEFENDANT**

TO: DAVID A. EBERWEIN, DEFENDANT

You are hereby notified that Jonestown Bank and Trust Company has commenced a legal action against you for the collection of monies due and owing based upon a Note dated May 18, 2013. The bank demands payment in the amount of \$30,483.01 plus accruing costs and interest. If you wish to defend you must enter a written appearance personally or by attorney and file your defenses and objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

NOTICE

If you wish to defend you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

FIRST PUBLICATION

Miscellaneous Notices

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 N. FRONT STREET
HARRISBURG, PA 17101
(717) 232-7536

Paul C. Bametzreider, Esq.
Reilly, Wolfson, Sheffey,
Schrum & Lundberg LLP
1601 Cornwall Road
Lebanon, PA 17042
(717) 273-3733

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FIRST PUBLICATION

Name Change Notices

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

DOCKET NO: 2015-CV-03823-NC

**PETITION FOR
CHANGE OF NAME NOTICE**

NOTICE

NOTICE IS HEREBY GIVEN that on May 15, 2015, the Petition of Mark C. Slabonik and Maria L. Slabonik, on behalf of minor child, Brennan Elijah Houston, was filed in the above named court, requesting a decree to change the minor child's name from **Brennan Elijah Houston** to **Brennan Elijah Slabonik**.

The Court has fixed Thursday, July 30, 2015 at 1:30 p.m. in Courtroom No. 12, 7th Floor, Juvenile Justice Center (Human Services Building), 25 South Front Street, 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. jn26



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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.

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