

ADVANCE SHEET

The Dauphin County Reporter

(USPS 810-200)

**A WEEKLY JOURNAL CONTAINING
THE DECISIONS RENDERED IN THE
12TH JUDICIAL DISTRICT**

No. 6344 Vol. 127

February 18, 2022

No. 88

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

West Shore Home, LLC and West Shore Home Holdings, LLC v. Paul Janoski, Long Home Products of
Pennsylvania, LLC and Long Fence and Home, LLLP 63

Bar Association Page

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**THE
DAUPHIN COUNTY REPORTER**

Edited and published by the

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Harrisburg, PA 17101

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Printed by:

K-PRESS

P.O. Box 1626, York, PA 17405

THE DAUPHIN COUNTY REPORTER (USPS 810-200) 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.

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, Ext. #4; Email: Bridgette@dcba-pa.org. **You will want to call us or check our website to confirm deadline for Holiday weeks.**



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WEST SHORE HOME, LLC and WEST SHORE HOME HOLDINGS, LLC, v. PAUL JANOSKI, LONG HOME PRODUCTS OF PENNSYLVANIA, LLC and LONG FENCE AND HOME, LLLP

WEST SHORE HOME, LLC and WEST SHORE HOME HOLDINGS, LLC, Plaintiffs

v.

**PAUL JANOSKI, LONG HOME PRODUCTS OF PENNSYLVANIA, LLC and
LONG FENCE AND HOME, LLLP, Defendants**

**Civil Action – Preliminary Injunction – Choice of Law –
Enforceability of Non-Competition Covenant**

Following two hearings, the Court denied plaintiffs’ request for a preliminary injunction primarily seeking to enforce a non-compete covenant against a former employee and his new employer.

1. The West Shore plaintiffs entered into the non-compete with former employee Janoski in January 2021. The covenant prohibited Janoski, for a two-year period, from engaging in any business that competed “in any material respect” with plaintiffs’ business “anywhere in the world.” In consideration for signing the covenant, Janoski was awarded future incentives. He was fired just three months after signing the covenant and the incentives never vested.

2. Plaintiffs’ business was installing replacement windows, doors and wet baths through its 27 branch locations, mostly on the Eastern U.S. seaboard. Janoski had been a West Shore branch manager before it fired him due to employee theft occurring under his watch. Long Home hired Janoski a few months later to open a new Harrisburg area office selling roofing only, though with plans to sell wet baths, and later windows and doors, as early as January 2022.

3. As an initial matter, under the parties’ choice of law provision, the Court applied Delaware substantive law and Pennsylvania procedural law. As such, the Pennsylvania framework applied for determining whether the preliminary injunction elements had been proven (for example, whether irreparable harm existed), except where the elements subsumed substantive questions of law (for example, whether plaintiffs could show a likelihood of success on the merits).

4. Applying Delaware law, the Court rejected defendants’ argument that plaintiffs could not succeed on the merits because the non-compete was unenforceable as a matter of law. The Court specifically held that Delaware courts would find that an award of future incentives to an at-will employee, even if never vested, was sufficient consideration to bind Janoski to his non-compete, based upon the record presented to the Court to date. The Court cautioned, however, that further development of the record could provide evidence that the future incentives were illusory if Janoski’s termination was being considered by West Shore when they were offered. The Court also found that while the covenant was overly broad as having no geographic limitation, the Court could nevertheless modify or “blue pencil” the offending language to make it enforceable pursuant to express language in the parties’ agreements, and also separately as a judicial remedy pursuant to Delaware law.

5. The Court ultimately held that even though the non-compete covenant was enforceable (as modified for geographic reach), the plaintiffs failed to prove any of the elements for obtaining preliminary injunctive relief. Notably, at the final hearing, Long Home’s president testified that Long Home had decided to change its future business plans and would honor the non-compete by operating a roofing only enterprise until after Janoski’s non-compete expired. As such, there was no threat to West Shore that Janoski and Long Home would be violating the non-compete covenant because Long Home’s roofing only business would not be competing in “in any material respect” with West Shore’s window, door and bath business in the Harrisburg area.

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February 7, 2022

OPINION

Before the Court is an Amended Motion filed by Plaintiffs seeking preliminary injunctive relief. Plaintiffs primarily request that this Court enforce a non-compete clause entered into between Plaintiffs and their former employee, Defendant Paul Janoski, and immediately direct that Janoski be enjoined from employment with his current employer(s). This Court held an evidentiary hearing on the request for injunctive relief on November 19, 2021, and a supplemental hearing on January 24, 2022. For the reasons set forth below, this Court denies Plaintiffs' request for preliminary injunctive relief.

Factual Background

On November 15, 2021, West Shore Home, LLC ("West Shore Home"), a Pennsylvania corporation, filed a Complaint with this Court, as well as a "Motion for Special Injunction with Notice and Preliminary Injunction after a Hearing," seeking, *inter alia*, to enjoin Defendant Janoski, a Pennsylvania resident, from being employed with Defendant Long Home Products of Pennsylvania, a Pennsylvania corporation ("Long Home PA"). Following the first hearing, this Court granted West Shore Home's request for leave to amend its Complaint to add as a second Plaintiff, West Shore Home Holdings, LLC ("West Shore Home Holdings"), which is West Shore Home's parent company and which is incorporated in Delaware (collectively "West Shore" or "Plaintiffs"). West Shore Home was also granted leave to add as a third Defendant Long Fence and Home, LLLP ("Long Fence and Home"), which is Long Home PA's parent company and which is incorporated and does business in Maryland ("Long Home PA" and "Long Fence and Home," collectively hereinafter, "Long Home," and with Janoski, "Defendants"). In conjunction with its Amended Complaint, Plaintiffs also filed an "Amended Motion for Special Injunction with Notice and Preliminary Injunction after a Hearing" ("Amended Motion"), including all current parties.¹ The Amended Motion is the matter pending before this Court.

Preliminary Injunction Hearing (November 19, 2021)

West Shore Home (formerly known as West Shore Window & Door) is engaged in the business of selling and installing replacement windows, doors, and wet bath (shower/tub) systems exclusively to residential customers. (N.T. 82) It was founded in 2006 in Central Pennsylvania, and has since expanded to twenty-seven locations in twelve states, mostly on the Eastern seaboard, employing almost fifteen-hundred persons. West Shore Home hired Janoski as a salesperson in 2014 or 2015, in its Central Pennsylvania market, responsible for sales of windows and doors. (N.T. 154) Janoski received a number of promotions with West Shore Home, and in September 2019, became general manager for the Triangle (Raleigh) and Triad (Winston-Salem, High Point, Greensboro) branches, in North Carolina. (N.T. 27-29, 46; 155-156, 188; Exbt. D-6 (Employment Agreement)) Janoski was removed as the general manager for the Triangle branch in late February 2021 but remained the Triad general manager. (N.T. 27, 60) Under the terms of his employment agreement, Janoski was an at-will employee. (N.T. 89-90)

According Jason Korn, who is West Shore Home Holdings' Senior Vice President of Operations

¹ The amended pleadings, adding the additional parties to the action, resolved the standing issues asserted by Defendants at the first hearing. (See N.T. 24)

and who was Plaintiffs' chief witness at the preliminary injunction hearing, Janoski was completely responsible for managing business operations at his branch(es), including supervision of the managers of sales, installation, warehousing and customer service. (N.T. 36-38, 157;) He was most recently paid a salary of \$125,000. (N.T. 209) At the time he began as a general manager in North Carolina, West Shore Home Holdings did not yet exist but was formed thereafter, on October 25, 2019, and became the parent entity and sole owner of West Shore Home.

Korns testified that during Janoski's tenure as a general manager, Janoski attended daily meetings, called Huddles, with an executive team as well as weekly meetings called PDCAs ("plan, do, check, act") with a larger executive team including the CEO. (N.T. 38, 45) Janoski also participated in intensive quarterly summits over multiple days addressing PDCA such as strategic planning. (N.T. 39) All executive staff attended the summits which addressed, according to Korns, "companywide and branch specific [information] depending on where the growth pattern will be for that location ... everything from our marketing strategies, what we're going to be targeting, what has been working, [and] the software that we're using on the local end." (N.T. 39) The summits included discussion about Plaintiffs' future expansion plans, through 2025, known as "greenfield plans," or "greenfields." (N.T. 40) The summit discussions got "into the weeds" as to how and why West Shore would choose a new location. (N.T. 40) Janoski was also provided monthly Profit and Loss (P&L) statements for every branch and had intimate knowledge about supplies and recruiting, which according to Korns, was particularly important with COVID interrupting the supply chain and creating workforce issues. (N.T. 41-43) Janoski was also privy to marketing and sales strategies and had intimate knowledge of West Shore's software system, which Korns described as trendsetting. (N.T. 43-44) Korns testified that a competitor having information conveyed at the PCDAs and summits would have "a competitive advantage to know everything [West Shore] is doing in advance." (N.T. 45)

Korns testified that Long Home is a direct competitor of West Shore in Pennsylvania and Maryland for windows, doors and wet bath remodeling. (N.T. 31-36) Korns agreed, however, that West Shore does not provide roofing installation or roofing products at any of its branches. (N.T. 77) He further agreed that during Janoski's West Shore tenure, Janoski was never privy to any roofing related marketing, growth strategies, roofing suppliers, customer contacts and pricing. (N.T. 77-78) Despite this, Korns nevertheless testified that he believed that Long Home PA, as a roofing only installer, was competing in Central Pennsylvania with the West Shore Home window, door and wet bath market specifically concerning installation and recruiting, explaining that "I consider everything competition, including manpower." (N.T. 78) He admitted, however, that West Shore Home installers are all employees thereof and not subcontractors (otherwise in competition for subcontracting jobs with Long Home PA) and that West Shore only hires subcontractors for "a very, very limited specialty trade" like electrical contracting. (N.T. 79)

In January of 2021, three months before West Shore Home terminated Janoski's employment, Janoski was offered incentive compensation from West Shore Home Holdings in a letter agreement dated January 4, 2021, referred to as the "Phantom Unit Agreement." (N.T. 168; Exbt. P-7) Under the terms of the Phantom Unit Agreement offer, Janoski was entitled to future incentive payments, called "Phantom Units,"

based upon time and performance factors as well as a future opportunity for significant income if West Shore Home Holdings was sold or went public. (Exbt. P-7) The Phantom Unit Agreement incorporated into it the "Phantom Incentive Equity Plan" ("Equity Plan"), which defined and explained the scope of the incentive plan. (Exbt. P-8) On January 14, 2021, Janoski signed the Phantom Unit Agreement, acknowledging his right to the potential grant of Phantom Units as well as his receipt of the Equity Plan. (N.T. 168) At the time of his termination on April 14, 2021, Janoski had not yet become eligible to receive any Phantom Units; the initial round of time-based Phantom Units did not vest until October 8, 2021 and none of the triggering events for performance based units had occurred. (See N.T. 197)

The Phantom Unit Agreement incorporated a document titled "Restrictive Covenants," attached to the Phantom Unit Agreement as Exhibit A. (Exbt. P-7 (¶ D)) Under the Phantom Unit Agreement, Janoski agreed that "[i]n consideration for the granted units," he would comply with all of the restrictive covenants listed in the attachment. (*Id.*) One of the covenants was a Non-Competition Covenant that prohibited Janoski, for a two-year period, from engaging in "any business which competes in any material respect with any portion of the Business (as defined below) of the Company anywhere in the world." (*Id.* (Exbt. A therein ¶ 2)) "Business" means "the current business of [West Shore]." ² (*Id.*) "Company" was defined as West Shore Home Holdings as well its subsidiaries, which included Janoski's employer West Shore Home. (*Id.* (Exbt. A therein ¶ 7); see N.T. 168-171)

In addition to the Non-Competition Covenant, the Restrictive Covenants attachment addressed numerous other non-solicitation and non-disclosure restrictions which were set forth therein (*id.* (¶¶ 1, 3)), and also included a provision addressing enforcement of the listed restrictive covenants:

8. Enforcement. You stipulate that the covenants contained herein are essential for the protection of the trade secrets, confidential business and technological information, customer relationships, and competitive position of the Company; that a breach of any covenant contained herein would cause the Company irreparable damage for which damages at law would not be an adequate remedy; and that, in addition to the damages and other remedies to which the Company would otherwise be entitled, it will be entitled to whatever injunctive relief is appropriate for any such breach. The parties hereto agree that the duration, area and scope for which the covenants set forth in this Exhibit A are to be effective are reasonable. In addition to such other rights and remedies as the Company may have at equity or in law with respect to any breach of this Exhibit A, if you commit a material breach of any of the provisions of this Exhibit A, the Company shall have the right and remedy to have such provisions specifically

² The Non-Compete Covenant fully states:

2. Non-Competition. During the Restricted Period, you agree that you shall not, directly or indirectly, engage in, have any equity interest in or manage, provide services to or operate any person, firm, corporation, partnership or business (whether as director, officer, employee, agent, representative, partner, security holder, consultant or otherwise) that engages in any business which competes in any material respect with any portion of the Business (as defined below) of the Company anywhere in the world. ... As used in this Section 2, the term "Business" shall mean the current business of the Company, as such business may be expanded or altered by the Company during the Restricted Period.

(Exbt P-7 (Exbt. A therein, ¶ 2))

enforced by any court having equity jurisdiction. The term(s) of any covenant(s) in this Exhibit A will not run during any time in which you are in violation of said covenant(s). Notwithstanding the foregoing, if a restriction or any portion thereof contained in this Exhibit A is deemed to be unreasonable by a court of competent jurisdiction, you and the Company agree that such restriction or portion thereof shall be modified in order to make it reasonable and shall be enforceable accordingly. The covenants in this Exhibit A shall survive the termination of the Agreement and your termination of employment.

(Id. (¶ 8); N.T. 173)

Finally, the terms of the Equity Plan, which were explicitly incorporated into the Phantom Unit Agreement, included a choice of law provision, stating that any issues concerning application, interpretation and enforcement of the Equity Plan or “any other matter arising out of or in connection with this Plan or the transactions contemplated hereby ... shall be governed” by Delaware law. (N.T. 179; Exbt. P-8 (¶ 6(j)))

Janoski testified that he did not closely review the Phantom Unit Agreement and did not recall it including restrictive covenants. (N.T. 169-70) He nevertheless agreed that he signed it and that he had acknowledged, on the signature page, that he had reviewed the Agreement and the Equity Plan and had the opportunity to raise questions. (N.T. 170) He claimed that he only became aware of the Non-Competition Covenant after he had been hired by Long Home and believed that it was not valid in any event since West Shore fired him before the Phantom Units vested. (N.T. 172, 175)

Korns testified that Janoski was terminated, on April 14, 2021, for cause related to theft occurring at the Raleigh branch. (N.T. 47, 86) Korns testified that West Shore had undertaken an “extensive, internal investigation” of the North Carolina branches by its legal team and some detectives. (N.T. 86, 102) As many as six employees from Janoski’s branch were fired including the regional manager, two warehouse managers and a service technician, and at least one employee was arrested for theft of significant value over a long period of time. (N.T. 46-48, 86, 102) When Janoski was terminated, he was presented with a termination letter that he and Korns signed, which recited that theft had been occurring out of the Raleigh warehouse for several months and at least \$100,000 in product had been stolen. (N.T. 47, 49-50, 181; Exbt. P-2) Korns also testified that other theft was going on at the locations supervised by Janoski whereby installers would steal products and then install on their own time for other consumers. (N.T. 47)

Janoski testified that he believed he had actually helped bring the theft issue to West Shore’s attention after other employees confided in him with concerns about theft. (N.T. 182-184) Janoski claimed he helped with the investigation including interviewing installers, though at some point West Shore no longer sought his involvement. (N.T. 184)

Korns personally made the decision to fire Janoski, stating that “the cause for termination was [Janoski’s] poor performance as a manager because theft occurred on his watch” and “[Janoski] not overseeing that and it happening.” (N.T. 48, 87) Korns testified that while he had suspicions about Janoski’s involvement in the theft ring, given Janoski’s personal relationship with a warehouse manager, Korns

nevertheless admitted that the West Shore investigation did not turn up any evidence that Janoski was involved in any theft and he was never accused of such. (N.T. 86-87, 106-107) As of the date of the initial preliminary injunction hearing, Korn was not sure if the investigation was still ongoing. (N.T. 102-103)

Korn testified that after his termination, Janoski possessed West Shore trade secrets and confidential information, which he clarified to mean the type of proprietary information disclosed to Janoski at summit meetings including its future greenfield locations, why they were chosen, how West Shore planned to secure new employees, how to market in new areas, and pricing structure information. (N.T. 64, 104-106) Korn had no information or evidence, however, from a review of Janoski's computer usage with West Shore that Janoski improperly accessed or downloaded confidential information and trade secrets from West Shore's computer system before or after his termination. (N.T. 66-67, 73-75) Upon termination, Janoski turned over his company property (laptop, iPad, badges etc.) and his email was cut off. (N.T. 97-98)

Following termination, Janoski entered into a Confidential Separation Agreement with West Shore Home under which terms he was granted a \$15,000 payment described in the document as follows:

In consideration of the promises set forth in this Agreement, West Shore will ... pay Employee a severance in the gross sum amount of Fifteen Thousand Dollars (\$15,000.00) (the "Severance Payment") for moving expenses. ... Employee acknowledges that the Severance Payment is in excess of what West Shore is legally required to provide to him absent this Agreement.

(N.T. 93-96; Exbt. D-4 at ¶ 2) Janoski acknowledged in the Separation Agreement that he remained bound by the terms of the Phantom Unit Agreement, Equity Plan and his Employment Agreement. (Id. at ¶ 6(e)) Janoski also agreed, under a section titled "Further Covenants by Employee," that he had obtained "Confidential Information" while employed by Plaintiffs and would not disclose it to any person or entity.³ (Id. at ¶ 6(b))

With regard to the \$15,000 payment, Janoski testified that just after his termination, he spoke with a West Shore representative and told her he was due a little over \$15,000 in bonus money. Janoski stated that West Shore agreed to pay him the bonus but that he was told because he had been terminated it would be a violation of his employment agreement to label it a bonus; instead, according to Janoski, West Shore agreed to pay him \$15,000 and call it moving expenses "just to make it simple." (N.T. 190)

Janoski moved back to Pennsylvania and hired a headhunter, who later connected him with Long Fence and Home. As noted, Long Fence and Home is Long Home PA's parent company. It is a Maryland business entity headquartered in Savage, Md., which sells residential renovations including roofing, windows, doors and wet baths. Long Fence and Home has been in business for over seventy years, principally in the District of Columbia, Maryland, and Northern Virginia markets. In addition to its primary market in

³ Confidential Information was defined in the Agreement as "knowledge pertaining to innovations, designs, ideas, plans, trade secrets, and proprietary information belonging to West Shore; services and products; pricing; marketing; financial information; and any other information, not generally known, concerning West Shore or its operations, products, services, personnel or business, which was acquired, disclosed or made known to Employee while employed by West Shore which, if used or disclosed, could, with reasonable possibility, adversely affect West Shore's business or give a competitor a competitive advantage." (Exbt. D-4 at ¶ 6(b))

the Maryland area, Long Fence and Home operates a second location in Massachusetts. (N.T. 212-13)

Beginning in 2021, Long Fence and Home began to explore expansion into three new locations over the next year, including one in Pennsylvania. (N.T. 225) Long Fence and Home's CFO Kevin Kavanaugh testified that all new locations would initially focus exclusively on residential roofing sales, with a longer term goal of offering sales of windows, doors and baths. (N.T. 225-26) Long Fence and Home chose this business model because roofing requires lower overhead investment while the company establishes name recognition. Long Fence and Home used this same model when it expanded into Massachusetts. (N.T. 218) On July 1, 2021, Long Fence and Home formed Long Home PA as a wholly owned subsidiary to do business in Central Pennsylvania. (N.T. 213) Long Home PA has separate employees, payroll, taxation, and home improvement contractor registrations than its parent, although Long Fence and Home's senior executives are also dually the officers of Long Home PA, including its CEO John DePaola, President Dave Normandin, Sales VP Jeff Caron and CFO Kavanaugh. (N.T. 145-147, 216-17) Long Fence and Home also provides services to Long Home PA, including training, HR, recruiting, marketing, lead generation, call center, and accounting and finance compliance. (N.T. 212-13)

Around June 23, 2021, Janoski interviewed with Long Home's Normandin and was later offered employment with Long Home PA on July 16, 2021, which he accepted. (N.T. 152, 191) He started work with Long Home PA on August 9, 2021, out of its office in Middletown Pa., earning base pay of \$200,000 with bonus potential. (N.T. 152, 192, 208, 227)

Janoski described that his initial discussions with Long Home focused only on roofing and that he was later trained by Long Fence and Home only on roofing sales and products. (N.T. 152, 199-200) He did admit to traveling to Long Fence and Home's corporate headquarters two days prior to the first preliminary injunction hearing to meet with Normandin and Caron but described it as just a "standard meeting" about Long Home PA's functions. (N.T. 142-144)

Janoski denied any "serious conversations" with Long Home executives (DePaola, Normandin and Caron) about selling windows, doors and baths in Central Pennsylvania, noting it was perhaps "something far down the road possibly" (N.T. 151) and that he "did not give any information to Long Home [] about installing baths, ... windows and doors ... from lead to actual install" (N.T. 194; see also 151-52). He also denied that anyone from Long Home asked him for information about West Shore. (N.T. 194) He further denied that Normandin tried to exploit his West Shore knowledge and background; instead, he recalled only that they discussed his managing background and leading people so as to make Long Home PA successful in the roofing industry. (N.T. 153) He believed that he was hired for his "background of leading and success." (N.T. 153) Janoski denied that, during his hiring process, anyone from Long Home asked whether he was subject to a non-compete with West Shore. (N.T. 171-170) Finally, Janoski stated that upon leaving West Shore, he did not take any West Shore property with him including any downloaded electronic materials. (N.T. 204)

After completing his training, Janoski asserted that he devoted his full time to roofing.

Nevertheless, it does not appear in dispute that at the time it hired Janoski, Long Home PA intended to expand into the sale of windows, doors and wet baths. Kavanaugh testified that as of January 1, 2022, Long Home PA commenced leasing 8,000-square-feet of warehouse space, which will increase to 10,000 square feet the second year and to 12,000 square feet the third year. (N.T. 228-29). Thus, according to Kavanaugh, as of January 1, 2022, Long Home PA has sufficient physical space to market windows, doors and baths in Pennsylvania. (N.T. 228-29) Long Home PA did not otherwise require any warehouse space to market roofing alone. (N.T. 225, 227)

In October of 2021, the West Shore Plaintiffs discovered that Janoski was working for Long Home PA and sent letters to Janoski and the Long Home Defendants alerting them that Janoski was in violation of his non-compete obligations and demanding an immediate cessation of Janoski's employment, which the Defendants refused.

Supplemental Hearing (January 24, 2022)

On December 23, 2021, while this Court's decision was pending, Plaintiffs filed a Motion to Reopen the Hearing to supplement the record in support of their Amended Motion for injunctive relief. Plaintiffs requested additional testimony from Janoski based upon discovery turned over to them on December 20, 2021. The discovery primarily consisted of emails between Janoski and Long Home executives which, according to Plaintiffs, contradicted Janoski's hearing testimony. Following oral argument, this Court granted the Motion to Reopen and directed a supplemental hearing for January 5, 2022, limited to the examination of Janoski. The matter was later rescheduled upon Plaintiffs' request to January 24, 2022. During that hearing, the Defendants requested and were permitted to present Long Home President Normandin for examination, following Janoski's testimony.

Janoski was questioned about the emails turned over in discovery, which he exchanged with Long Home executives beginning on June 25, 2021, two days after Janoski interviewed with them. (N.T. Supp. 8-9; Supp. Exbt. P-2) Janoski initially wrote to thank Normandin and DePaolo for his interview. (N.T. Supp 9; Supp. Exbt. P-2 p. 39) At the interview, the Long Home executives spoke with Janoski about their plans to open roofing in Central Pennsylvania and how Janoski would fit in with those plans. (N.T. Supp. 10) According to Janoski, they indicated that their business model was to start with roofing and then move into baths and windows, down the road. (*Id.*) At the end of the interview, they asked Janoski to send a follow-up email about his ideas, which Janoski took to mean they wanted to know if he could open up a greenfield office and knew the home improvement industry. (N.T. Supp. 11)

On June 25, Janoski sent his follow-up email with a subject heading "PA Greenfield timeline/info." and listing "the steps/format" he found "most accurate during the many greenfields I was part of. ... There are many details I have not listed that we can discuss further ..." (N.T. Supp. 14-15; Supp. Exbt. P-2 p. 40) Normandin emailed back that he was happy Janoski was excited and noted that he had "failed to include the West Shore starting package, could you send it along?" (*Id.* p. 40; see N.T. Supp. 23-24)

Janoski quickly emailed back and included a typical compensation and bonus package for a new GM heading up a greenfield in a market the size of Central PA. (N.T. Supp. 18, 36-37; Supp. Exbt. P-2 pp. 44-45) Janoski also re-created a two-page “Greenfield basic format/timeline,” which he characterized as “burned into my brain.” He explained that he had tried to send it in a previous email but it had not reached the Long Home executives. (N.T. Supp. 16-19, 28; Exbt. P-2 pp. 42-43) He wrote that his greenfield format/timeline as “not a deep dive but rather a high level overview” of greenfields. (Exbt. P-2 p. 42) He wrote that there were “many details that I have not listed that we can discuss further.” (Id. p. 42) The information provided by Janoski applied to a bath greenfield, including space needs, recruiting, marketing, management strategies and goals, and sales and revenue expectations. (N.T. Supp. 21; Exbt. P-2 pp. 43-44)

Janoski agreed that at the initial hearing he testified that he had not given Long Home any information about installing baths, windows and doors, from lead to actual install. (N.T. Supp. 6) Janoski admitted at the second hearing, however, that his emails did provide information to Long Home about opening a bath greenfield. (N.T. Supp. 15, 21) He explained that he only intended to show his home improvement industry knowledge and he cited baths because it was his most recent experience and he was trying to get a job. (N.T. Supp. 21, 33-34) He characterized the email content as basic, generic information every company knows. (N.T. Supp. 22, 34-36) Janoski agreed that the emails did not discuss roofing. (N.T. Supp. 22, 35) He reiterated that his interview with Long Home was limited to roofing and home improvement and that while baths were discussed, they were not a focus. (N.T. Supp. 10) Janoski understood that Long Home mainly wanted to know if he could successfully open up a home improvement office. (N.T. Supp. 34, 37)

Janoski also agreed that the email from Normandin about a compensation package also contradicted his earlier testimony that no one from Long Home asked him to provide it with information about West Shore. (N.T. Supp. 73) Janoski explained that he failed to recall that Normandin’s salary request was included in the emails and that he had not intended to be untruthful at the initial hearing. (N.T. Supp. 12, 26, 73)

Janoski further testified that in response to discovery requests, he examined his phone and retrieved about eight hundred or so West Shore related electronic documents since 2017, including West Shore’s financing decision tree, a sales commission plan, a bath condition report and a feedback form. (N.T. Supp. 48-53; Supp. Exbts. P-6, P-7, P-8, P-9) He agreed that some of the documents included sensitive customer information, including social security numbers and bank statements. (N.T. Supp. 50) This discovery contradicted Janoski’s initial testimony that upon leaving West Shore, he did not possess any of West Shore’s electronic materials. (See N.T. Supp. 7-8, 71) Janoski explained that he had not been aware the documents had downloaded onto his phone and that he has never used or shared that information with anyone. (N.T. Supp. 71-72) He also believed that none of the electronic information constituted confidential information or trade secrets since none of the documents had any markings placed on them by West Shore identifying them as such. (N.T. Supp. 64, 66-70)

Janoski reiterated that since he was hired, he has only been involved in roofing sales and that Long Home PA has done no bath, door or window jobs nor sold any such products. (N.T. Supp. 60-61) In support, he submitted text messages between himself and Long Home PA co-worker and former West Shore employee Ryan Palm. Those texts, from September 21, 2021 and December 17, 2021, relate solely to roofing. (N.T. Supp. 59; Supp. Exbt. D-1) Janoski also produced copies of all of Long Home PA's sales appointments and installations through January 23, 2022, which reflect it has scheduled and installed only roofing jobs. (N.T. Supp. 61-63; Supp. Exbts. D-2, D-3) Finally, Janoski testified and provided supporting documentation reflecting that since he left West Shore, many West Shore customers have contacted him and he has diligently directed all communications to West Shore representatives. (Supp. Exbts. D-4, D-5, D-6)

Finally, Janoski testified that he does not possess any West Shore confidential information or trade secrets and that he has never disclosed any such information to Long Home. He further denied that any of the emails he exchanged with Long Home during the hiring process or any of the information downloaded to his phone contain any confidential information or trade secrets. (N.T. Supp. 63, 71-72, 78)

Long Home President Normandin testified that Long Fence and Home created Long Home PA to initially provide roofing services only and create a revenue stream in Central Pennsylvania and that after roofing was established, the plan was to introduce baths, and later windows and doors. (N.T. Supp. 95-96, 120) The goal was to enter the bath business by January 2022, assuming that the roofing business had a positive cash flow. (N.T. Supp. 113, 120)

Long Fence and Home used a recruiting service to identify Janoski as a prospective branch manager to run the new Pennsylvania office. (N.T. Supp. 96-97) Normandin stated that he was looking for someone with knowledge of the home improvement industry and Janoski's experience in windows, doors and baths appealed to him. (N.T. Supp. 97, 99) Long Home PA hired Janoski even without roofing experience because Long Fence and Home offered a four-week training program that, according to Normandin, makes his employees "pretty much roof[ing] experts." (N.T. Supp. 98) Normandin denied that Long Home targeted Janoski and stressed that such conduct is not something his company does. (N.T. Supp. 97, 108)

During the interview process, Normandin admitted that Long Home executives discussed their interest in greenfields with Janoski. (N.T. Supp. 101) With regard to Janoski's greenfield emails, Normandin said Long Home didn't use Janoski's outline because it had already successfully opened a Massachusetts office and had its own blueprint, stating "there was nothing really special about what [Janoski] laid out." (N.T. Supp. 104-105, 107) Normandin described Janoski's emails as primarily showing that he understood how to get an operation up and running. (N.T. Supp. 105)

Normandin recalled that during Janoski's interview, CEO DePaulo asked him if he was under any post-employment restrictions and Janoski told them he was not. (N.T. Supp. 98-99, 110) Notably, **however, Normandin testified that since becoming aware of Janoski's restrictive covenant, he plans to "honor that non-compete."** (N.T. Supp. 122) **As such, Normandin represented to the Court that Long Home PA has decided to change its future business plans to roofing only until after Janoski's covenant expires, testifying that:**

It came to my attention that [Janoski], our manager in that area, was under a non-compete that I was unaware of. So, realizing that he had a non-compete, I realized my hands were tied until I believe April of 2023, so we just stayed with roofing.

(N.T. Supp. 96) Normandin testified that Long Home would not have hired Janoski had it known about his non-compete. (N.T. Supp. 119) He also testified that if Janoski were not currently its employee, Long Home PA “would have started baths by now.” (N.T. Supp. 96, 119) Normandin later clarified that because Long Home PA does not yet have the cash flow they want, its entry into baths would have been delayed another six to twelve months but that the delay was now irrelevant since Long Home PA won’t be starting baths until April 2023. (N.T. Supp. 112, 119, 121-122)

Pleadings

In their Amended Complaint and Amended Motion, Plaintiffs assert that the Long Home Defendants are direct competitors and that Janoski has commenced employment with them to assist with Long Home PA’s establishment of wet bath remodeling and window and door replacement services in the Pennsylvania market and some areas in Maryland bordering that market. Plaintiffs further assert that while Long Home PA was selling and installing only roofing products at the time Plaintiffs commenced this litigation, the Long Home Defendants have been actively preparing for Long Home PA to provide wet bath services in Pennsylvania with Janoski’s assistance, using the same bath products used by West Shore. As such, Plaintiffs claim that Long Home PA will soon be poised and ready to unfairly compete with West Shore in this emerging market, with Janoski at the helm. Plaintiffs also allege that if left unabated, Janoski and Long Home will unfairly and unlawfully exploit West Shore’s confidential information and trade secrets in violation of Janoski’s continuing contractual obligations to West Shore.

In Count I of the Amended Complaint, Plaintiffs raise a claim for breach of contract against Janoski for violating his Non-Competition Covenant by commencing employment with Long Home, Plaintiffs’ direct competitor. Plaintiffs also allege a breach or continuing breach against Janoski of the terms of the Confidential Separation Agreement and Employment Agreement whereby Janoski has disclosed and/or will inevitably disclose West Shore’s confidential information and trade secrets to Long Home.

In Count II, Plaintiffs raise a claim for tortious interference with contractual relations against the Long Home Defendants whereby they have allegedly knowingly, intentionally, unjustifiably and in bad faith induced Janoski to breach his West Shore Agreements by permitting and encouraging his employment in direct violation of the Non-Competition Covenant and/or requesting, encouraging, or inducing Janoski to disclose or use West Shore’s confidential information and trade secrets.

Plaintiffs assert that Janoski’s breaches and Long Home’s tortious interference have caused and will cause them irreparable harm, for which they have no adequate remedy at law. They also claim they are entitled to money damages for economic and compensatory damages, including, but not limited to attorneys’ fees, costs, and losses. Finally, they seek injunctive relief including that Janoski be

prohibited from employment with Long Home for two years from the date of the Court's order; that Defendants return any of West Shore's confidential information and trade secrets, and any and all West Shore documents, data or property currently within their possession or control; that Defendants be prohibited from misappropriating, disclosing, using or possessing any of West Shore's confidential information and trade secrets; that Defendants be prohibited from soliciting any West Shore employees or any other competitor of West Shore for a two-year period; and that Defendants provide quarterly affidavits for two years verifying compliance with their obligations under the Court order. In their Amended Motion, Plaintiffs seek the identical injunctive relief.

Legal Discussion

A. Choice of Law

As a threshold issue, this court must determine which state's substantive law to apply. Since the primary issues concern applicability and interpretation of the Non-Competition Covenant set forth in the Phantom Unit Agreement, this Court looks to its terms and those in the Equity Plan, which was incorporated into the Phantom Unit Agreement, both of which were signed and acknowledged by Defendant Janoski. The Equity Plan included a choice of law provision that fully states:

(j) Governing Law. All issues and questions concerning application, construction, validity, interpretation and enforcement of this [Equity] Plan or the transactions contemplated hereby, whether in contract, or otherwise, shall be governed by, and construed in accordance with, the laws of the State of Delaware, and specifically the [Delaware Limited Liability Company] Act, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(Exbt. P-8 (¶ 6 (General Provisions)))

"Courts conduct a choice-of-law analysis under the choice-of-law rules of the forum state." Melmark, Inc. v. Schutt by & Through Schutt, 206 A.3d 1096, 1104 (Pa. 2019). Pennsylvania appellate courts apply the Restatement (Second) of Conflict of Laws §187 in assessing a choice of law dispute where the parties have agreed to a choice of law provision. See Synthes USA Sales, LLC v. Harrison, 83 A.3d 242, 252 (Pa. Super. 2013) (stating that where a contractual choice of law provisions exists, Pennsylvania will apply Section 187); Miller v. Allstate Ins. Co., 763 A.2d 401, 403 (Pa. Super. 2000) (determining applicability of an auto policy choice of law provision under Section 187); Schifano v. Schifano, 471 A.2d 839, 843 n.5 (Pa. Super. 1984) (quoting Section 187 with approval).⁴

Defendant argues that the applicable choice of law analysis employed by this Court, as the forum state, must focus on which state - as between Pennsylvania, Delaware and North Carolina - has the most

⁴ Although it does not appear that any Pennsylvania appellate court has explicitly stated that Pennsylvania has formally adopted Section 187, it has been applied repeatedly in our courts (see cases cited above). Federal courts applying Pennsylvania law consider Pennsylvania to have adopted Section 187. See e.g., Kruzits v. Okuma Mach. Tool, Inc., 40 F.3d 52, 55 (3d Cir. 1994) ("Pennsylvania courts have adopted section 187 of the Restatement, Second, Conflict of Laws," citing Schifano, supra); SKF USA Inc. v. Okkerse, 992 F. Supp. 2d 432, 438 (E.D. Pa. 2014) (same).

interest in the outcome of the controversy, citing Kornfeind v. New Werner Holding Co., 241 A.2d 1212, 1226-27 (Pa. Super. Ct. 2020) (applying Section 145 of the Restatement (Second) Conflict of Laws and holding that Pennsylvania substantive law applied). The Kornfield case is inapplicable, however, as it addressed the choice of law in an action in tort as contemplated under Restatement Section 145, where the parties did not otherwise choose which state's law would apply. Instead, this Court will apply Section 187 of the Restatement, inasmuch as it directly addresses a situation where the parties choose the state whose law will govern their contractual relations. That Section states:

§ 187 Law of the State Chosen by the Parties

(1) The law of the state chosen by the parties to govern their contractual rights and duties will be applied if the particular issue is one which the parties could have resolved by an explicit provision in their agreement directed to that issue.

(2) The law of the state chosen by the parties to govern their contractual rights and duties will be applied, even if the particular issue is one which the parties could not have resolved by an explicit provision in their agreement directed to that issue, unless either

(a) the chosen state has no substantial relationship to the parties or the transaction and there is no other reasonable basis for the parties' choice, or

(b) application of the law of the chosen state would be contrary to a fundamental policy of a state which has a materially greater interest than the chosen state in the determination of the particular issue and which, under the rule of § 188, would be the state of the applicable law in the absence of an effective choice of law by the parties.

(3) In the absence of a contrary indication of intention, the reference is to the local law of the state of the chosen law.

Restatement (Second) of Conflict of Law § 187(1)-(3); see also, Synthes USA Sales, LLC v. Harrison at 252 n.8 (summarizing the framework of Section 187). Pennsylvania courts consider whether Section 187(1) applies before considering Section 187(2). Id. at 252.

The particular issues in this matter for resolution are ones that the parties could have, and in fact did address in their written agreements and thus Section 187(1) is applicable. The primary legal dispute at this stage is whether the Non-Competition Covenant is enforceable against Janoski and if so, whether Plaintiffs are entitled to injunctive relief. This inquiry involves the evaluation of Janoski's arguments such as that the Non-Competition Covenant is unenforceable because of its lengthy duration, unlimited geographic scope, and/or failure of sufficient consideration. Janoski also argues that assuming its unenforceability, the defects in the Non-Competition Covenant cannot be modified or corrected, i.e., "blue penciled." Finally, Janoski argues that Plaintiffs' act of terminating Janoski's employment due to his alleged bad performance provides a separate and independent basis to find the Non-Competition Covenant void and unenforceable under the law.

These issues were all addressed, to some degree, in the parties' agreements. Language in the Enforcement Section of the Restrictive Covenants attachment to the Phantom Unit Agreement explicitly

states that Janoski and West Shore agree that “the duration, area and scope” of the covenants “are reasonable” and that if any covenant or a portion thereof is “deemed unreasonable by a court,” the parties “agree that such restriction or portion thereof shall be modified” to make it reasonable and enforceable. (Exbt. P-7 (Exbt. A therein (¶ 8)) The Enforcement Section also contemplates the right of West Shore to injunctive relief for breach of any of the restrictive covenants and includes a stipulation that the covenants “are essential for the protection of the trade secrets, confidential business and technological information, customer relationships, and competitive position of [West Shore]” and that the breaching party “would cause [West Shore] irreparable damage for which damages at law would not be an adequate remedy.” (*Id.*) In addition, the Enforcement section states that all covenants “shall survive” termination of Janoski’s employment. (*Id.*) Finally, under the Phantom Unit Agreement, Janoski agreed that the grant of potential Phantom Units is consideration for his compliance with the restrictive covenants. (Am. Complaint, Exbt. A (¶ D)) These agreements thus explicitly include provisions addressing myriad issues concerning restrictive covenant enforcement.

Accordingly, this Court finds that Section 187(1) is applicable and we must apply the substantive law of Delaware. As such, we do not further ascertain whether the exception under Section 187(2) applies. See e.g., Savoia v. Wal-Mart Stores, Inc., 2014 WL 12746848 at *1 (Pa. Com. Pl. (Chester) Aug. 25, 2014) (the parties’ dispute concerning competition within the franchise territory is one that the parties could have, and did, explicitly address in the Agreement) and Smithkline Beecham Corp. v. Rohm & Haas Co., 1995 WL 117671, at *5 (E.D. Pa. Mar. 17, 1995), *rev’d on other grounds*, 89 F.3d 154 (3d Cir. 1996) (parties to an agreement could have resolved by an explicit provision whether one would indemnify the other for a predecessor’s liabilities.); compare Chestnut v. Pediatric Homecare of Am., Inc., 617 A.2d 347, 351 (Pa. Super. 1992) (because the parties could not have explicitly agreed to the particular performance at issue under section 187(1), section 187(2)(b) applied).

Although Delaware substantive law governs some of the issues before this Court, we apply Pennsylvania procedural rules. “Whenever Pennsylvania is the chosen forum state for a civil action, ...the Pennsylvania Rules of Civil Procedure govern, no matter what substantive law our courts must apply in resolving the underlying legal issues.” Ferraro v. McCarthy–Pascuzzo, 777 A.2d 1128, 1137 (Pa. Super. 2001); see also, Drapeau v. Joy Technologies, Inc., 670 A.2d 165, 168-169 (Pa. Super. 1996) (Beck J., concurring) (“This court, as the forum court, applies its own procedural rules even when a contractual choice of law clause provides for the application of another state’s substantive laws.”) “[U]nder settled Pennsylvania law, the law of the forum governs the issue of whether a matter is substantive or procedural.” T.M. v. Janssen Pharms. Inc., 214 A.3d 709, 725 (Pa. Super. 2019) (citation omitted). “Substantive law is the portion of the law which creates the rights and duties of the parties to a judicial proceeding, whereas procedural law is the set of rules which prescribe the steps by which the parties may have their respective rights and duties judicially enforced.” *Id.* (citation omitted). As such, the Pennsylvania framework and elements for determining whether a preliminary injunction should issue will apply in this matter, except where the elements necessarily subsume substantive questions of law, in which case Delaware law will apply (discussed in greater detail below). See, De Lage Landen Fin. Servs., Inc. v. Rasa Floors, LP, 792 F. Supp. 2d 812, 825

(E.D. Pa. 2011) (the choice of law analysis is “issue-specific” and the Court must examine whether “different states’ laws ... apply to different issues in a single case”).

B. Preliminary Injunction

Legal Standard and Elements

Plaintiffs have moved for injunctive relief under Pennsylvania Rule of Civil Procedure 1531, which permits the court to issue a preliminary or special injunction after a hearing, or prior to a hearing where it appears to the court that immediate and irreparable injury will be sustained before notice and a hearing can be held. Pa.R.C.P. 1531. Because of the many similarities between preliminary and special injunctions, they tend to merge into one and Pennsylvania treats them alike. Hendricks v. Hendricks, 175 A.3d 323, 330 n.9 (Pa. Super. 2017) (citing 5 Goodrich Amram 2d § 1531(a):1 (Amram Commentary)). Accordingly, this Court will refer to Plaintiffs’ request as one for a preliminary injunction.

“[A] preliminary injunction is intended to preserve the status quo and prevent imminent and irreparable harm that might occur before the merits of the case can be heard and determined.” Lindeman v. Borough of Meyersdale, 131 A.3d 145, 151 (Pa. Commw. 2015) (footnote omitted). After a preliminary injunction is awarded or denied, the case proceeds for a final hearing on the merits. Id. (citation omitted). Separate standards govern requests for a preliminary injunction and permanent injunctive relief: a preliminary injunction looks for the presence of imminent, irreparable harm, whereas a permanent injunction is warranted if no adequate remedy at law exists for a legal wrong. Id. (citation and footnote omitted). “A preliminary injunction is an “extraordinary” remedy “that should not be issued unless the moving party’s right to relief is clear and the wrong to be remedied is manifest.” Ambrogi v. Reber, 932 A.2d 969, 974 (Pa. Super. 2007).

A trial court has “apparently reasonable grounds” for granting a preliminary injunction where it finds the party seeking the injunction has established six essential elements. Hendricks v. Hendricks, 175 A.3d 323, 330 (Pa. Super. 2017) (citation omitted).

... The party must show: 1) that the injunction is necessary to prevent immediate and irreparable harm that cannot be adequately compensated by damages; 2) that greater injury would result from refusing an injunction than from granting it, and, concomitantly, that issuance of an injunction will not substantially harm other interested parties in the proceedings; 3) that a preliminary injunction will properly restore the parties to their status as it existed immediately prior to the alleged wrongful conduct; 4) that the activity it seeks to restrain is actionable, that its right to relief is clear, and that the wrong is manifest, or, in other words, must show that it is likely to prevail on the merits; 5) that the injunction it seeks is reasonably suited to abate the offending activity; and, 6) that a preliminary injunction will not adversely affect the public interest.

Warehime v. Warehime, 860 A.2d 41, 46-47 (Pa. 2004) (quotation marks omitted).⁵ “A decision addressing a request for a preliminary injunction thus requires extensive fact-finding by the trial court because the moving party must establish it is likely to prevail on the merits.” Synthes USA Sales, LLC v. Harrison at 249 (citation omitted).

With regard to which law to apply to the various preliminary injunction elements, as noted above, choice of law is “issue-specific” and the Court must examine whether “different states’ laws ... apply to different issues in a single case.” De Lage Landen Fin. Servs., Inc. v. Rasa Floors, LP, *supra*. Although the parties have not specifically addressed choice of law principles vis-à-vis application of the preliminary injunction elements set forth under Pennsylvania law, and this Court has not otherwise discovered any clearly expressed Pennsylvania decisions on this precise issue, this Court makes the following determination: All of the preliminary injunction elements - save for the fourth element (likelihood of success on the merits) - are procedural in nature because they go to the sufficiency of the evidence Plaintiffs are required to advance and as such, this Court will apply Pennsylvania law in determining whether Plaintiffs have proven them.

Notably, as recognized in T.M. v. Janssen Pharms. Inc., *supra*, questions of evidence are governed by the law of the forum, citing with approval Section 135 of the Restatement (Second) of Conflicts of Law. *Id.* at 726 (citations omitted). Section 135 states that the law of the forum establishes whether a party introduces sufficient evidence to warrant a finding in their favor on an issue of fact. *Id.* at 726 (citing Section 135).⁶ Thus, this Court will apply Pennsylvania law in determining whether Plaintiffs have advanced sufficient proof of all the preliminary injunction elements except for the likelihood of success on the merits element. Other jurisdictions addressing this issue have similarly resolved the question in this manner. *See e.g.*, Perfect Choice Fin., LLC v. Refundo, LLC, 2015 WL 12550909, at *3 (S.D. Fla. Mar. 16, 2015) (where a federal court has diversity jurisdiction, thus requiring application of the forum state’s substantive law and application of federal procedural law, state substantive law applies to the court’s consideration of whether plaintiffs have shown a substantial likelihood of success on the merits, while federal procedural law supplies the equitable considerations in determining whether the movant has shown the other elements required for the issuance of a preliminary injunction); Custard Ins. Adjusters, Inc. v. Nardi, 2000 WL 562318, at *51 (Conn. Super. Ct. Apr. 20, 2000) (concerning the enforcement of non-compete agreements, the court held “that even where a choice of law clause dictates that the law of a foreign state will apply, a court will apply the law of the forum state in determining whether the plaintiff failed to establish that it would suffer irreparable harm without injunctive relief[; t]he law of the forum determines the sufficiency of the evidence,”

⁵ Plaintiffs cite Warehime as setting forth the applicable standard for determining whether a preliminary injunction should issue, thus presumably conceding application of the Pennsylvania preliminary injunction standard.

⁶ The Restatement (Second) of Conflict of Laws “takes the view that burden of proof, presumptions, burden of going forward are all determined by the law of the forum state - the state asked to enforce a right whose substantive aspects are governed by the law of a foreign state, see §§ 133-135.” Custard Ins. Adjusters, Inc. v. Nardi, 2000 WL 562318, at *51 (Conn. Super. Ct. Apr. 20, 2000).

⁷ The other, procedural preliminary injunction elements a party must prove under federal law include irreparable harm to the moving party if injunctive relief is denied, that the threatened injury outweighs whatever damage the injunction may cause and that the injunction, if issued, will not be adverse to the public interest. Perfect Choice Fin., LLC at *3. These “procedural” federal elements are substantively similar to and correspond with Pennsylvania preliminary injunction elements (1), (2) and (6), listed above.

WEST SHORE HOME, LLC and WEST SHORE HOME HOLDINGS, LLC, v. PAUL JANOSKI, LONG HOME PRODUCTS OF PENNSYLVANIA, LLC and LONG FENCE AND HOME, LLLP

citing Restatement § 135); Am. Food Mgmt., Inc. v. Henson, 434 N.E.2d 59, 64 (Ill. App. 1982) (the forum state's law applied in determining whether a plaintiff seeking a preliminary injunction proved that it would suffer irreparable harm, notwithstanding an express covenant in contract that a foreign jurisdiction's substantive law would be applicable, citing Restatement § 135),

On the other hand, the issue of whether Plaintiffs can prove a likelihood of success on the merits presents a substantive question of law and thus Delaware law must apply to this determination. See, Perfect Choice Fin., LLC, *supra*; NPF Franchising, LLC v. SY Dawgs, LLC, 2018 WL 2422036, at *1 (N.D. Ohio Apr. 23, 2018) (when considering the likelihood of success on the merits where a preliminary injunction is sought, the court must anticipate the outcome of the underlying lawsuit and thus, the court applies the substantive law that would be used at trial; in an action for breach of a non-compete agreement, the contract's choice of law clause dictates the choice of law used at trial); and Arthur J. Gallagher & Co. v. Reisinger, 2007 WL 1877895, at *9 (W.D. Pa. June 29, 2007) (a federal court is required to apply the substantive law of the forum state in determining whether the plaintiff has shown that it is likely to succeed on the merits on its claim for a preliminary injunction seeking to enforce restrictive covenants).

Court Findings Regarding Contract Breach Claims

Before addressing the six preliminary injunction elements, this Court resolves a couple of fundamental issues based upon the evidentiary record submitted to date, necessary to fully assess the elements. Plaintiffs have asserted two different contractual violations against Janoski in Count I of their Amended Complaint, which they claim necessitate preliminary injunctive relief. These same allegations are a predicate for the tortious interference claim against the Long Home Defendants in Count II. The first breach of contract claim against Janoski is that his employment with Long Home PA violates his Non-Competition Covenant. The second is that Janoski has violated or will inevitably violate his contractual obligations by divulging West Shore's confidential information and trade secrets to the Long Home Defendants. The record does not support that Janoski is in breach under either claim.

As to the first claim, the Non-Competition Covenant prohibits Janoski from engaging in "any business which competes in any material respect with any portion of [West Shore's] Business ... anywhere in the world." "Business" means "the current business of [West Shore]." Plaintiffs claim that Janoski breached this Covenant because he is working for a direct competitor of West Shore Home in the Central Pennsylvania market; that is, Janoski's current employer is a business that competes in a material respect with West Shore's current business. It is undisputed that the current business of West Shore is sales and installation of windows, doors and wet baths. Plaintiffs acknowledge in their pleadings that while Long Home PA was solely involved in roofing sales and installation when it hired Janoski, and not with windows, doors and wet baths, the evidence reflected that Long Home always intended to expand the Long Home PA business, first to wet baths, and later to windows and doors, thus putting Janoski in violation of his Non-Competition Covenant and requiring that he be directed to cease employment with the Long Home Defendants.

Indeed, the evidence presented through the first hearing confirmed that as early as January 1, 2022, and certainly not long thereafter, Long Home PA intended to materially compete with West Shore Home in the wet bath market. As of the date of the first hearing, Long Home was actively preparing to provide wet bath services in Pennsylvania, likely with Janoski's assistance. The evidence further reflected that Long Home PA intended to later enter the window and door sales and installation markets while employing Janoski, also in direct material competition with West Shore Home. Thus, as of the conclusion of the first hearing, the evidence reflected that, while Long Home PA was not yet in direct competition with West Shore Home and Janoski not yet in breach of his Non-Competition Covenant, Long Home PA was planning to imminently, materially compete with West Shore Home, thus putting Janoski in direct breach of his Non-Competition Covenant as of that point in time (assuming the Non-Competition Covenant was fully enforceable and valid, fully addressed below). Concomitantly, the Long Home Defendants, at that same point in time, would be tortiously interfering with the contractual relations between Janoski and Plaintiffs by employing him in direct violation of his Non-Competition Covenant and also potentially obtaining confidential information and trade secrets from Janoski about the window, door and bath markets.

The testimony offered by Long Home President Normandin at the supplemental hearing, however, has dramatically changed the evidentiary landscape. At that hearing, Normandin testified under oath that the Long Home Defendants now intend to fully recognize and honor Janoski's Non-Competition Covenant. Specifically, Long Home PA has altered its original business plan and will provide only roofing services until the expiration of Janoski's Non-Competition Covenant, in April of 2023. Only after that point in time will Long Home PA commence business, first with wet bath sales and installation, and later with window and door services. Given this new evidence, which this Court fully credits, the record now reflects that Long Home PA no longer has plans to imminently, materially compete with West Shore Home in the Central Pennsylvania market in windows, doors and wet baths. Thus, this Court concludes that Janoski's employment with Long Home PA does not, to date, constitute a breach of the Non-Competition Covenant, nor is such a breach imminent.

This Court rejects Plaintiffs' suggestion, offered through its witness Jason Korn, that even if Long Home PA provides roofing only services, it is still competing with West Shore Home in the Central Pennsylvania market. This argument is entirely unconvincing. Korn was only able to cite a potential competition with Long Home PA for manpower. Even if there is some level of competition for labor between the two entities, there was no evidence such competition was material and Korn admitted as much noting West Shore Home uses almost no subcontracting labor. Since there is no evidence that Long Home PA's roofing market will be in material competition with West Shore Home's window, door and bath market, Janoski is not in violation of the Non-Competition Covenant by maintaining employment with Long Home PA. Simply put, Janoski is not in violation of the Non-Competition Covenant where Long Home PA's business is limited to roofing.

Plaintiffs second breach of contract claim is that Janoski has violated or will inevitably violate his contractual obligations by divulging its confidential information and trade secrets to the Long Home Defendants and that the Long Home Defendants will unfairly and unlawfully exploit such information and

secrets. As described by Plaintiffs following the initial hearing, the knowledge Janoski has obtained, about windows, doors and wet baths, is West Shore's "secret sauce," which Plaintiffs believe Janoski has already divulged to the Long Home Defendants. (N.T. 243-245)

All evidence to date reflects that any alleged confidential information and trade secrets that Janoski might have acquired and/or possibly divulged is strictly limited to that acquired while he was engaged with West Shore's window, door and wet bath markets. This includes the emails discussed at the second hearing, sent between Janoski and Long Home executives, whereby Janoski provided an overview or timeline for a bath installation greenfield. In addition, the items cited by witness Korns at the first hearing, where he identified the confidential information and trade secrets, he believed Janoski obtained while with West Shore, were clearly limited to windows, doors and baths. Korns in fact acknowledged that during Janoski's West Shore tenure, Janoski acquired no special information concerning the roofing business. Thus, there is no substantial, current danger to West Shore that Janoski is wrongfully divulging any secret sauce of any nature to the Long Home Defendants given that Long Home PA does not market windows, doors and wet baths in Central Pennsylvania.

This Court is cognizant that as the two-year term nears its end on Janoski's Non-Competition Covenant, Janoski's knowledge about West Shore's secret sauce, related to the window, door and wet bath market, could become relevant to the Long Home Defendants. The Court is also cognizant, however, that this information becomes less and less valuable with the passage of time. At this juncture, there is little evidence of record to assess a prospective danger that might or might not occur more than fourteen months from now, which is not relevant to a determination of a preliminary injunction request in any event but would be more appropriately addressed in a subsequent hearing for a permanent injunction.

Given these findings, Plaintiffs are unable to prove any of the elements for obtaining preliminary injunctive relief, fully addressed below.

1. Preliminary Injunction: Immediate and Irreparable Harm

Plaintiffs must first prove that the injunction is necessary to prevent immediate and irreparable harm that cannot be adequately compensated by damages. Plaintiffs have failed to prove this element.

"An injury is regarded as 'irreparable' if it will cause damage which can be estimated only by conjecture and not by an accurate pecuniary standard." Sheridan Broad. Networks, Inc. v. NBN Broad., Inc., 693 A.2d 989, 995 (Pa. Super. 1997) (citation omitted). "The plaintiff must demonstrate the likelihood of a loss that is not entirely ascertainable and compensable by money damages." Id. In the commercial context, Pennsylvania law "makes clear that the impending loss of a business opportunity or market advantage may aptly be characterized as an irreparable injury" for purposes of determining whether a preliminary injunction is warranted. Kessler v. Broder, 851 A.2d 944, 941 (Pa. Super. 2004); see also, Sheridan Broad. Networks, Inc. at 995.

"[T]he injury caused by violation of a covenant not to compete is particularly difficult to quantify for damage purposes" ... and as such "[t]he great weight of modern authority is to the effect that one who

has been or will be injured [by violation of a covenant not to compete] is ordinarily entitled to the equitable remedy of injunction....” Records Center, Inc. v. Comprehensive Management, Inc., 525 A.2d 433, 436 (Pa. Super. 1987) (quotation omitted) (internal bracketing in original). Further, the loss of trade secret information constitutes irreparable harm sufficient to support a preliminary injunction. Den-Tal-Ez, Inc., v. Siemens Cap. Corp., 566 A.2d 1214, 1232 (Pa. Super. 1989).

Our courts have further explained:

An injury is regarded as “irreparable” if it will cause damage which can be estimated only by conjecture and not by an accurate pecuniary standard. Our courts have held, accordingly, that it is not the initial breach of the covenant which necessarily establishes the existence of irreparable harm but rather the unbridled threat of the continuation of the violation, and incumbent disruption of the employer’s customer relationships.

Thus, grounds for an injunction are established where the plaintiff’s proof of injury, although small in monetary terms, foreshadows the disruption of established business relations which would result in incalculable damage should the competition continue in violation of the covenant. The effect of such disruption may manifest itself in a loss of new business not subject to documentation, the quantity and quality of which are inherently unascertainable.... Consequently, the impending loss of a business opportunity or market advantage also may be aptly characterized as an “irreparable injury” for purposes of equitable relief.

In sum, “Extant case law makes clear that the impending loss of a business opportunity or market advantage may aptly be characterized as an ‘irreparable injury’ for this purpose, i.e., for the purpose of a preliminary injunction.” Kessler v. Broder, 851 A.2d 944, 951 (Pa. Super. 2004).

The York Grp., Inc. v. Yorktowne Caskets, Inc., 924 A.2d 1234, 1242–43 (Pa. Super. 2007).

In addition to the legal standards recited above, Janoski and Plaintiffs stipulated in Section 8 of the Restrictive Covenants attachment “that a breach of any covenant contained herein would cause the [West Shore] irreparable damage for which damages at law would not be an adequate remedy[.]” This Court applies Pennsylvania law in deciding how to treat a contractual stipulation of irreparable harm. Although we have been unable to find Pennsylvania appellate law directly addressing the issue, at least one common pleas court has held that such an agreement or stipulation is not binding on the court. Philadelphia Ear, Nose & Throat Surgical Assocs. P.C. v. Roth, 44 Pa. D. & C.4th 427, 2000 WL 1007179 *9 (Phila. Com. Pl. 2000) (holding that “parties to a contract cannot, by including certain language in that contract, create a right to injunctive relief where an injunction would otherwise be inappropriate,” citing Dice v. Clinicorp, Inc., 887 F.Supp. 803, 1995 (W.D.Pa.1995)). In Dice, the federal court concluded that “[a]lthough ... a contractual provision may constitute evidence in support of a finding of irreparable harm, the mere inclusion of the contractual provision cannot act as a substitute for the requisite showing of irreparable harm.” Id. at 810. This Court believes this is a reasonable interpretation of Pennsylvania law; that is, absent any other evidence in support of a showing of irreparable harm, the contractual provision, standing alone, does not provide an adequate basis for a finding of irreparable harm. Id.

This Court finds that Plaintiffs have failed to meet their burden of showing immediate and irreparable harm under Pennsylvania law, based upon the factual record presented to the Court. Furthermore, given the absence of any evidence showing irreparable harm, the contractual stipulation, standing alone, does not provide an adequate basis for a finding of irreparable harm.

Plaintiffs' assertion of immediate and irreparable harm is primarily based upon their claim that it is indisputable that Janoski's employment with Long Home PA violates his Non-Competition Covenant. As is discussed in great detail above, this Court has found otherwise. The record to date reflects that Janoski has not violated the Non-Competition Covenant because he is employed by a business limited to roofing and as such, is not in direct, material competition with the Plaintiffs' window, door and wet bath businesses.

Plaintiffs' related assertion is that they will suffer immediate and irreparable harm in the nature of loss of customer good will, and loss and disclosure of Plaintiffs' confidential and proprietary business information and trade secrets inasmuch as Janoski was privy to Plaintiffs' confidential, proprietary and/or trade secret information including, but not limited to, Plaintiffs' recruiting, training, sales, marketing and growth strategies on a regional and national basis. Again, as set forth above, the evidence to date reflects that any West Shore secret sauce acquired by Janoski about West Shore is limited to their window, door and wet bath markets. Janoski did not acquire such information concerning the roofing business. Inasmuch as he is currently employed in a roofing only business, and will be so employed into the foreseeable future, Plaintiffs cannot prove immediate and irreparable harm.

While a court may dismiss a request for a preliminary injunction if any one element is unproven, this Court will nevertheless fully address the remaining elements for the sake of completeness and to provide guidance to the parties. See, Lindeman v. Borough of Meyersdale at 151.

2. Preliminary Injunction: Absence of an Injunction Would Cause More Harm

Plaintiffs have failed to prove that greater injury would result by refusing the injunction than by granting it. Com. ex rel. Corbett v. Snyder, 977 A.2d 28, 42 (Pa. Commw. Ct. 2009). Given this Court's finding that Janoski is not now nor will soon be in breach of the Non-Competition Covenant, refusing to grant Plaintiffs' injunctive relief and allowing Janoski to remain employed with Long Home PA can cause no more harm to Plaintiffs. This Court similarly finds that more harm will not be caused to Plaintiffs if injunctive relief is not granted concerning the claim that Janoski has or will divulge confidential information and trade secrets to the Long Home Defendants. The record does not support that the possible divulging of any secret sauce information acquired by Janoski, of West Shore Home's window, door and wet bath markets, has any value to Defendants and how they conduct their roofing only business. This Court additionally notes that Janoski remains obligated to Plaintiffs to comply with the confidentiality and trade secret provisions set forth in his Confidential Separation Agreement and Employment Agreement. These provisions provide adequate protection to Plaintiffs.

3. Preliminary Injunction: Necessity to Preserve the Status Quo

Plaintiffs fail to prove the third element, which is that a preliminary injunction will properly restore the parties to their status as it existed immediately prior to the alleged wrongful conduct. Warehime v. Warehime at 46. Again, Plaintiffs' request for injunctive relief in the form of an order that Janoski be directed to cease employment with Long Home Pa., is based upon Janoski's alleged wrongful conduct of breaching the Non-Competition Covenant, which this Court has found has not occurred. With no underlying wrongful conduct, there is no need for injunctive relief. The status quo is preserved without an injunction. With regard to Plaintiffs' concern that Janoski has or will divulge West Shore's secret sauce to Plaintiffs, this claim has also not been proven. The status quo will be otherwise adequately preserved whereby Janoski remains obligated to comply with his confidentiality and trade secret provisions in his Confidential Separation Agreement and Employment Agreement.

4. Preliminary Injunction: Likelihood of Success on Merits

The fourth element is that Plaintiffs are likely to succeed on the merits of their claims. Plaintiffs are unable to prove this element because their breach of contract claims, as asserted in their Amended Complaint, primarily rest upon the presumption that Janoski breached the Non-Competition Covenant, which Plaintiffs have not proven. This Court notes, however, that getting to a full merits inquiry is predicated upon an underlying determination that the Non-Competition Covenant is valid and enforceable against Janoski. Defendants have vehemently argued that the Non-Competition Covenant is unenforceable as a matter of law because there was a lack of consideration provided to Janoski in exchange for his agreement to be bound by it and also because it is geographically overly broad inasmuch as it applies "anywhere in the world." This Court concludes on this predicate legal issue that the Non-Competition Covenant is enforceable and valid against Janoski. While this Court ultimately finds that Janoski has not breached the Non-Competition Covenant, we nevertheless set forth our analysis on enforceability in great detail below because it is a close case and to provide guidance to the parties.

This Court will apply Delaware law in addressing this element inasmuch as a merits inquiry presents substantive questions of law, except to the extent procedural questions are involved, as discussed above. Under Delaware law, a restrictive covenant is enforceable where: (1) it is supported by sufficient consideration; (2) is reasonably limited in duration and geographic scope; (3) it advances a legitimate business interest of the employer; and (4) survives a balance of the equities. Am. Homepatient, Inc. v. Collier, 2006 WL 1134170, at *2 (Del. Ch. Apr. 19, 2006).⁸

In addition to their claims that the Non-Competition Covenant is unenforceable for numerous reasons, including a lack of sufficient consideration and a lack of a reasonable scope, Defendants also contend that the Non-Competition Covenant is unenforceable, on a separate and independent ground. That is, because Plaintiff West Shore Home terminated Janoski for poor performance, essentially considering him a "worthless employee," Plaintiffs are precluded from seeking to enforce the Non-Competition Covenant against him. This Court will first address this alternative issue.

⁸ Throughout this opinion, we cite many unreported opinions from the Delaware courts (most of which are denoted with a Westlaw (WL) citation). Unreported opinions have precedential value under Delaware rules of court. Case Fin., Inc. v. Alden, 2009 WL 2581873, at *6 n.39 (Del. Ch. Aug. 21, 2009).

a. Termination of Employee and Effect on Validity of Non-Competition Covenant

Defendants rely principally on Pennsylvania law in support of their contention that an employer terminating an employee can no longer enforce a non-compete covenant, specifically citing Insulation Corp. of Am. v. Brobston, 667 A.2d 729, 735 (Pa. Super. 1995). There, our Superior Court observed that where an employee is fired for failing to perform in a manner that promotes the employer's business interests, the employer essentially deems the employee "worthless." Id. at 735. Once such a determination is made by the employer, the employer's need to protect itself from the former employee is diminished inasmuch as the employee's worth "is presumably insignificant." Id. The Brobston court concluded that under such circumstances, "it is unreasonable as a matter of law to permit the employer to retain unfettered control over that which it has effectively discarded as worthless to its legitimate business interests." Id.⁹

As noted, Pennsylvania law is not applicable to this Court's merits inquiry, which solely considers Delaware law. Defendants have not otherwise cited to any affirmative Delaware law supporting the "worthless employee" concept and as such, the law does not support Defendants' argument that Plaintiffs' decision to terminate Janoski for "poor performance" renders the Non-Competition Covenant void or invalid. In any event, the application of Delaware law requires a balancing of the equities, which involves consideration by this Court of the circumstances of West Shore Home's termination of Janoski and is discussed below.

b. Enforceability of Non-Competition Covenant under Delaware Law

Before undertaking analysis as to whether the Non-Competition Covenant is enforceable under Delaware law, this Court reiterates that it applies Pennsylvania law in establishing whether a party introduces sufficient evidence to warrant a finding in its favor on an issue of fact. T.M. v. Janssen Pharms. Inc. supra (citing with approval Section 135 of the Restatement (Second) of Conflicts of Law) (see discussion infra accompanying Footnote 6). Under Pennsylvania law, where a preliminary injunction is sought to enforce a restrictive covenant, "the party challenging the validity of the [underlying agreement], bears the burden of proving that the terms of the non-compete clause and other restrictions are not supported by consideration and/or are unreasonable." Arthur J. Gallagher & Co. v. Reisinger, 2007 WL 1877895, at *9 (W.D. Pa. June 29, 2007) (citing John G. Bryant Co. v. Sling Testing & Repair, Inc., 369 A.2d 1164, 1169–70 (Pa.1977)); see also Robert Half of PA Inc. v. Feight, 48 Pa. D. & C.4th 129 (Phl. CCP 2000) ("the burden of establishing the unenforceability of the covenants rests on the employee") (citing John

⁹ In later decisions, Pennsylvania courts retreated from an interpretation of Brobston as holding that a non-compete can never be enforced against a terminated employee. Instead, courts must inquire into the facts of termination before deciding whether to enforce a non-compete. See, Missett v. HUB Int'l Pa. LLC, 6 A.3d 530, 539 (Pa. Super. 2010); see also Shepherd v. Pittsburgh Glass Works, LLC, 25 A.3d 1233, 1246 (Pa. Super. 2011) ("It is clear that a restrictive covenant can be enforced even if an employee is terminated by an employer, and the fact that an employee was fired without reason, standing alone, will not prevent a non-compete from being upheld.") and All-Pak, Inc. v. Johnston, 694 A.2d 347, 352 (Pa. Super. 1997) (termination of an employee will not bar the employer's right to injunctive relief to enforce a non-compete; the employer's right lto injunctive relief will survive "for instance, [where] an employee intentionally engaged in conduct that caused his termination.")

G. Bryant Co. at 1169). Thus, Defendants bear the burden of establishing that the Non-Competition Covenant is unenforceable under the Delaware elements.¹⁰

i. Enforceability: Sufficient Consideration

Under Delaware law, the first element that must be shown to enforce a restrictive covenant is that it was supported by sufficient consideration. Am. Homepatient, Inc. v. Collier, *supra*. Plaintiffs assert that Janoski received sufficient consideration for his agreement to comply with the Non-Competition Covenant on three separate grounds: his continued employment, his receipt of Phantom Units and his receipt of a \$15,000 severance payment. This Court finds Defendants have not met their burden of showing that under Delaware law the grant of Phantom Units was insufficient consideration thus rendering the Non-Competition Covenant unenforceable. This Court finds, however, that Janoski's continued employment and his severance payment do not qualify as sufficient consideration based upon the facts advanced at this stage of the litigation.

With regard to the grant of future consideration in the form of Phantom Units, Delaware law supports Plaintiffs' contention that the grant provided value to Janoski in the nature of potential incentive compensation. The law in Delaware is firmly established that new consideration is required where a non-compete covenant is entered post-hiring:

It is generally agreed that mutual promises of employer and employee furnish valuable considerations each to the other for the contract[; h]owever, when the relationship of employer and employee is already established without a restrictive covenant, any agreement thereafter not to compete must be in the nature of a new contract based upon new consideration.

RHIS, Inc. v. Boyce, 2001 WL 1192203, at *3 (Del. Ch. Sept. 26, 2001) (quoting James C. Greene Co. v. Kelley, 134 S.E.2d 166 (N.C. 1964) as cited in Faw, Casson & Co. v. Cranston, 375 A.2d 463, 466 (Del. Ch. 1977)).

Delaware recognizes future incentives as sufficient consideration for post-employment restrictive covenants. Newell Rubbermaid Inc. v. Storm, 2014 WL 1266827 (Del. Ch. Mar. 27, 2014). In Newell, the employee Sandy Storm was granted performance-based and time-based restrictive stock units in exchange for post-employment restrictive covenants covering non-solicitation and confidentiality. The performance-based units vested three years from the award date, while the time-based units vested in one-third increments on the first, second, and third anniversaries of the award date. If the employment was terminated, the units would be terminated and no portion would vest. The employer sought a TRO to enforce the restrictive covenants after Storm quit its employ and began to work for a direct competitor.

¹⁰ While it remains the burden of the moving party to prove a clear right for preliminary injunctive relief, including a likelihood of success on the merits (Ambrogi v. Reber, *supra* at 974), since Plaintiffs have provided undisputed evidence that Defendant Janoski signed the Phantom Unit Agreement imposing restrictive covenants upon him, the burden shifts to him and the Long Home Defendants to prove that the underlying Agreement and/or the covenants therein are unenforceable or invalid.

Storm argued the restrictive covenants lacked sufficient consideration and implored the court to “follow other jurisdictions which reject consideration as illusory if it will be forfeited if the employee is fired before vesting occurs.” *Id.* at *8. The court declined, finding as the more sound conclusion that an award of future stock units was not illusory, “even if the [stock units] may be forfeited through termination without cause.” *Id.* at *9. The court explained that the underlying agreement, in which the restrictive covenants were expressed, was not illusory, for two reasons:

... First, Storm was granted a benefit that held actual value. That value is somewhat contingent, based on certain factors such as the time period in which the units will vest and Storm's likelihood of future employment, but nonetheless is not illusory. Second, Storm's likelihood of future employment, although perhaps not precisely knowable, is likely high in this circumstance. Newell awarded Storm the [stock units] because it recognized the value of her contribution to the Company and wanted to incentivize her to remain as one of its employees. Thus, although Storm argues that Newell could fire Storm for any or no reason, doing so was not costless to Newell: it would lose the benefit of a valued employee.

Id. Ultimately, the court concluded that “the inclusion of a contingency does not convert the [stock units] into illusory consideration.” *Id.* This holding was extended to a situation where a non-compete covenant was at issue. *Radian Guar. Inc. v. Bolen*, 2014 WL 2777450 (E.D. Pa. June 19, 2014). There, the federal court held that an award to an employee of restricted stock, which did not vest for three years, was not illusory but was sufficient consideration to support non-competition and non-solicitation covenants against the employee, citing *Newell* in support. *Id.* at *5. See also, *UAP Holding Corp. v. Maitoza*, 2008 WL 1868628, at *3 (W.D. Wash. Apr. 22, 2008) (applying Delaware law and finding that stock rights obtained by an employee constituted sufficient consideration for restricted covenants contained within the stock option agreement). Based upon these holdings, this Court finds that the offer of future incentives to Janoski was sufficient consideration to support the Non-Competition Covenant under Delaware law.

This Court acknowledges the discussion by the court in *Newell* pointing out that there was little chance there that the employer would fire Storm after she signed the restrictive covenant and that the stock units had been awarded as an incentive for her to remain there. *Id.* (noting her likelihood of future employment “although perhaps not precisely knowable, is likely high in this circumstance”).

Here, West Shore Home fired Janoski just three months after he signed the Phantom Unit Agreement, which incorporated the restrictive covenants. While this distinction with *Newell* does give this Court pause on the issue of whether the consideration is illusory, this Court notes that Defendants, as the parties challenging the enforceability of Non-Competition Covenant, bore the burden to prove that it was not supported by sufficient consideration. Defendants offered no direct testimony or evidence at the preliminary injunction hearings suggesting that Plaintiffs were aware in January 2021, when they presented Janoski with the Phantom Unit Agreement, that Janoski's job was in jeopardy or that his termination was on Plaintiffs' radar. If such were the case, the consideration of future incentives offered to Janoski would be illusory. Instead, the testimony reflected only that there was a theft investigation at Janoski's branch that occurred over some unknown dates, with no specific evidence as to what was

known when and to whom. Based upon the record created to date, this Court is constrained to find that the offer of future incentives was not illusory but was sufficient consideration to support the Non-Competition Covenant.

This Court next addresses whether Plaintiffs' continued employment of Janoski as a general manager, for three months following his execution of the Phantom Unit Agreement, also constituted sufficient, independent consideration to support the Non-Competition Covenant. This Court agrees with Defendants that it was not sufficient.

It is this Court's interpretation of Delaware law that continued employment standing alone is generally not sufficient consideration to support a post-hiring, non-compete covenant. As noted above, once the employer and employee relationship has already been established without a restrictive covenant, any agreement thereafter not to compete is in the nature of a new contract requiring new consideration. RHIS, Inc. v. Boyce, *supra*. Continued employment may be considered new consideration sufficient to support a non-compete covenant under some circumstances. Research & Trading Corp. v. Powell, 468 A.2d 1301, 1303 (Del. Ch. 1983); *see also*, Sapp v. Casey Emp. Servs., Inc., 1989 WL 133628, at *5 (Del. Ch. Nov. 3, 1989), *aff'd*, 593 A.2d 589 (Del. 1991) ("Delaware Courts ... do not, as the defendant argues, adhere to a blanket rule that mere continued employment is always sufficient consideration to support a covenant not to compete. Rather, a court must carefully evaluate the specific facts and circumstances presented in each such case.")

In Powell, the court held that an employer offers sufficient consideration to support a non-compete agreement through continued employment where there was a contingency attached to the employment condition; that is, an at-will employee is given sufficient consideration if the employee is told they must either sign a non-compete covenant or be fired. *Id.* at 1303-1304. Similarly, a grant of a promotion, increased salary or other improvement in an employment condition contemporaneous with the employee agreeing to a non-compete covenant is sufficient consideration. *Id.* 1304-1305 ("[T]here is no legally significant difference between the carrot, 'sign it and you will be promoted'... and the stick, 'don't sign it and you will be demoted', as in this case. In either case, the employee gains something. In the one case, he gets a promotion and, in the other, a job."); *accord*, Curtis 1000, Inc. v. Youngblade, 878 F. Supp. 1224, 1265-66 (N.D. Iowa 1995) (finding same under Delaware law).

Plaintiffs cite Delaware cases for the rote proposition that "[Delaware] law permits continued employment to 'serve as consideration for an at-will employee's agreement to a restrictive covenant.'" Newell Rubbermaid Inc. v. Storm at *9 n. 56 (quoting All Pro Maids, Inc. v. Layton, 2004 WL 1878784 at *3 (Del. Ch. Aug. 9, 2004)). In none of the cited cases, however, do the courts "evaluate the specific facts and circumstances presented" concerning continued employment as consideration (Sapp v. Casey Emp. Servs., Inc., *supra*), including whether an employee was offered an employment benefit or threatened with a range of options from loss of job to demotion to reduced pay, in return for his or her agreement to a non-compete covenant, as thoroughly discussed in Powell. This Court will thus credit the more detailed and nuanced statement in Powell as reflecting Delaware law.

In their pleadings, Plaintiffs admit that "[t]here was no obligation for Mr. Janoski to execute the Phantom Unit Agreement as a condition of his employment." (Reply to New Matter ¶ 38) The testimony at the hearing did not otherwise contradict this averment; i.e., that Janoski was not threatened with job related contingencies, including firing, if he failed to sign the Non-Competition Covenant. Since Janoski's execution of the covenant was not a condition of employment, his continuing employment was not new consideration. Powell, supra.

Finally, this Court also agrees with Defendants that the \$15,000 severance payment made to Janoski in conjunction with his Separation Agreement did not constitute sufficient independent consideration to support the Non-Competition Covenant. Again, Delaware law requires new consideration where the employer seeks to bind the employee to a restrictive covenant entered post-hiring. RHIS, Inc. v. Boyce, supra. The severance payment here was clearly not offered as new consideration in exchange for Janoski's agreement to sign the restrictive covenants, including the Non-Competition Covenant. The severance payment was not contemporaneous with Janoski signing the restrictive covenants but was granted to him three months later. Instead, the record reflects that the severance was offered as consideration for Janoski agreeing to the terms of the Separation Agreement and/or was paid to him for moving expenses and/or was paid as a bonus Janoski had earned for past performance. The Phantom Unit Agreement, in fact, contemporaneously identified the incentive units as the consideration being given Janoski for consenting to the restrictive covenants. Thus, the severance payment cannot be considered as new consideration for the Non-Competition Covenant.

In any event, this Court has found sufficient consideration to support the Non-Competition Covenant under Delaware law whereby Janoski was granted Phantom Units. As such, Defendants have not proven the Non-Competition Covenant is unenforceable for a lack of consideration.

ii. (a) Enforceability: Duration and Geographic Scope of Non-Competition Covenant

To be enforceable under Delaware law, a non-compete must be reasonably limited in duration and geographic scope. The following guidelines apply to this Court's determination of reasonableness:

Delaware courts do not "mechanically" enforce non-competes. ... When assessing "reasonableness," the court focuses on whether the non-compete is "essential for the protection of the employer's economic interests." The court then balances the employer's interests against the employee's interests. Ultimately, "a court of equity will not enforce [a non-compete] if, on balance, to do so would impose an unusual hardship on a former employee." When applying this balancing test, the court should take notice of the consideration an employee received in exchange for her promise not to compete before determining whether the non-compete is reasonable. In addition, the court should pay particular attention to "the temporal and geographic restrictions" within the covenant. If the employer overreaches by imposing an obviously overbroad geographic restriction on its employee's ability to seek employment after separation, this court will readily decline to enforce the restriction.

FP UC Holdings, LLC v. Hamilton, 2020 WL 1492783, at *6 (Del. Ch. Mar. 27, 2020) (citations omitted).

In addition, non-competes "are subject to somewhat greater scrutiny when contained in an employment

contract as opposed to contracts for the sale of a business.” Faw, Casson & Co. v. Cranston, 375 A.2d 463, 465 (Del. Ch. 1977).

This Court disagrees with Defendants’ assertion that the two-year Non-Competition Covenant is unreasonable in duration inasmuch as “Delaware courts have routinely found restrictive covenants with a duration of two years to be reasonable in duration.” TP Grp.-CI, Inc. v. Vetecnik, 2016 WL 5864030, at *2 (D. Del. Oct. 6, 2016) (citing Weichert Co. of Pa. v. Young, 2007 WL 4372823, at *3 (Del. Ch. Dec. 7, 2007) (noting restrictive covenants of two-years’ duration are consistently held to be reasonable)); Knowles-Zeswitz Music, Inc. v. Cara, 260 A.2d 171, 175 (Del. Ch. 1969) (finding enforcement of a restrictive covenant for two years was reasonable).

With regard to whether geographic scope is reasonable, this Court agrees with Defendants that the covenant is not enforceable as written. As applicable here, the Non-Competition Covenant applies to prohibit Janoski from employment in any business “which competes in any material respect with any portion of the Business ... of [West Shore] **anywhere in the world.** ...” (Exbt. P-7 (Exbt. A at ¶ 2))

While this Court concludes that the geographic scope is too broad, as written, we further hold that this provision can be modified or blue penciled to make it reasonable and enforceable, pursuant to the parties’ explicit agreement allowing for such modification and under the inherent blue pencil authority granted to courts applying Delaware substantive law, discussed in greater detail below.

Delaware courts have held that non-competes with an unlimited or very broad geographic scope can be found unenforceable. See e.g. See FP UC Holdings, LLC v. Hamilton at *6 (refusing to enforce a non-compete with a geographic scope essentially covering the entire U.S.); EBP Lifestyle Brands Holdings, Inc. v. Boulbain, 2017 WL 3328363, at *8 n.43 (Del. Ch. Aug. 4, 2017) (after finding it lacked personal jurisdiction over the defendant, the Delaware state court nevertheless stated in footnoted dicta that it would have held a covenant not to compete “anywhere in the world” as void under Delaware law); and Perma-Liner Indus., LLC v. D’Hulster, 2020 WL 9762457, at *1 (D. Del. Apr. 13, 2020) (finding that a non-compete was unreasonable in scope where it covered “the World” and denying a motion for TRO, citing Boulbain). However, such non-compete covenants are not per se or facially invalid and/or void: “[w]hile the lack of a geographical limitation is not per se unreasonable, ‘covenants not to compete when contained in employment agreements are not mechanically enforced’” Tasktop Techs. US Inc. v. McGowan, 2018 WL 4938570, at *6 (D. Del. Oct. 11, 2018) (citing Delaware Exp. Shuttle, Inc. v. Older, 2002 WL 31458243, at *11-12 (Del. Ch. Oct. 23, 2002) (noting “lack of a geographical restriction may prove fatal to the enforceability of an agreement not to compete”)).

Instead, Delaware will approve of a broad or even unlimited geographic scope to a non-compete clause as circumstances warrant. As explained by one Delaware court:

[F]or a noncompetition agreement to satisfy this element of the reasonableness test, Delaware law does not impose a strict requirement that the area covered by the covenant map perfectly onto the geographical area of the plaintiff’s business. “[T]he reality is that it is the employer’s goodwill in a particular market which is entitled to protection.” If that market or the customer base of the business “extends throughout the nation, or indeed

even internationally, and the employee would *gain from the employment* some advantage in any part of that market,” then the employer and the business may enter into an enforceable contract prohibiting the employee “from soliciting those customers on behalf of a competitor regardless of their geographic location.”

Kan-Di-Ki, LLC v. Suer, 2015 WL 4503210, at *20 (Del. Ch. July 22, 2015) (citing Research and Trading Corp. v. Pfuhl, 1992 WL 345465, at *12 (Del. Ch. Nov. 18, 1992) (italics in original)); see also, WebMD Health Corp. v. Dale, 2012 WL 3263582 (E.D. Pa. 2012) (under Delaware law a covenant's unlimited geographic reach was not unwarranted given that the employer's website could be viewed internationally).

Instructive to this Court's analysis is FP UC Holdings, LLC v. Hamilton, *supra*. There the Court found as geographically over broad a non-compete that prohibited the former employee from operating an urgent medical care facility anywhere in the United States where the former employer currently operated or proposed to operate in the future. *Id.* at *7. Since the employer proposed to conduct business in every state, the court stated that this vast geographic scope would only be enforced if the employer could demonstrate it was protecting a particularly strong economic interest. *Id.* Furthermore, the court noted that the non-compete restrictions were agreed to in exchange for only token consideration. *Id.* Considering these factors, the court found the non-compete unenforceable. *Id.* Thus, the Delaware court did not per se invalidate a non-compete with a nationwide scope but did so only after considering the circumstances. The court clearly indicated that had the circumstances been different – i.e. if the employer's economic interest had been particularly strong and if the former employee had received greater consideration – the court might have found the unlimited geographic scope reasonable.

Plaintiffs argue that an unlimited geographic scope is reasonable here noting that while Janoski was initially employed by West Shore in Pennsylvania, and then later in North Carolina, he had significant access to its strategic and business information on a company-wide basis. As a general manager, he routinely met with c-suite executives to discuss Plaintiffs' strategic growth and was privy to P&L statements, customer information, and pricing information that applied at all of the company's locations. Plaintiffs thus assert the non-compete is appropriate and should be upheld as drafted.

This Court finds that based upon the record presented to date, that Defendants have presented evidence that the unlimited geographic scope is unreasonable and Plaintiffs have not otherwise justified a ban on Janoski directly or indirectly engaging in a business that competes in any material respect with any portion of Plaintiffs' business “anywhere in the world.” Plaintiffs' current business is in the home remodeling market directed at sales and installation of windows, doors and wet baths. The nature of this business is necessarily tied to a geographic area. No doubt, customers do not reach out to Plaintiffs, nor are they subjected to advertising from Plaintiffs, beyond a reasonable distance of each of the twenty-seven branch markets. Plaintiffs have presented no evidence that they maintain a market presence or have a customer base over

large swaths of the United States outside of the branch locations, and none in the rest of the world.¹¹ There is no legitimate reason proffered by Plaintiffs at this point why Janoski cannot directly or indirectly engage in any business covering the same or similar business as Plaintiffs other than where Plaintiffs' branches are located or where their customer bases exist.

This is unlike the circumstances in Pfuhl, cited by Plaintiffs in support of their argument of enforceability. There, the Delaware court held that the covenant in question (non-solicitation), which lacked any geographic limitation, was nevertheless enforceable given the broad distribution of the employer's customers geographically. Id. at *11-*12. There is no such evidence of a widely dispersed customer base here and Plaintiffs have not otherwise demonstrated that they are protecting a particularly strong economic interest outside of their branch areas. Thus, the Non-Competition Covenant is not reasonable in precluding Janoski from employment in a business like or similar to Plaintiffs throughout much of the U.S., including most of the Northeast (which would include all of New England), most if not all parts of New York, and some parts of New Jersey and Delaware. Nor can the Non-Competition Covenant reasonably preclude Janoski from markets in most if not all of the Mid-West, Upper Mid-West, West Coast, Southwest, Alaska, Hawaii, many parts of the Mid- and Deep-South and much of Texas. The record thus supports a finding that the geographic limitation, as written, is not enforceable under Delaware law.

*ii. (b) Enforceability: Modification of an Unreasonable
Non-Competition Covenant (Blue Pencil)*

Plaintiffs argue that should this Court find that the unlimited geographic scope is unreasonable, they are entitled to have the Court honor the terms of the parties' agreement and modify, or blue pencil, the Non-Competition Covenant to make it reasonable and enforceable as to geographic scope. As noted above, this Court agrees with Plaintiffs.

As set forth in the Restrictive Covenants attachment to the Phantom Unit Agreement entered between Janoski and the Plaintiffs, Janoski explicitly recognized that blue penciling was as a remedy available to Plaintiffs: "if a restriction or any portion thereof contained in [the Restrictive Covenants' attachment] is deemed to be unreasonable by a court of competent jurisdiction, you and [West Shore] agree that such restriction or portion thereof shall be modified in order to make it reasonable and shall be enforceable accordingly." (Exbt. P-7 (Exbt. A, ¶ 8)) Janoski has thus explicitly acceded to this Court's modification or blue penciling of an unreasonable restrictive covenant.

In addition to the contractual remedy of blue penciling, Delaware recognizes blue penciling as a judicial remedy to modify an otherwise unenforceable restrictive covenant. A recent decision by a federal court summarized this law concerning Delaware's blue pencil remedy, as follows:

At least one federal district court has found that Delaware law permits blue penciling of restrictive covenants. See WebMD Health Corp. v. Dale, 2012 WL

¹¹ Of the twenty-seven branch locations in the U.S., most are on the Eastern seaboard states extending from metropolitan areas in Pennsylvania south to Florida: twenty branches are in this area (Pennsylvania, Maryland, Virginia, North Carolina, South Carolina, Georgia and Florida) and seven additional branches are scattered in Alabama, Tennessee, Kentucky, Texas and Colorado.

3263582, at *9 (E.D. Pa. Aug. 10, 2012) (“Delaware courts themselves ‘blue pencil’ restrictive covenant agreements that may be otherwise unenforceable, if the equities so dictate.”) (citing RHIS, Inc. v. Boyce, 2001 WL 1192203 at *7 (Del. Ch. Sept. 26, 2001)). Without expressly referencing the “blue pencil” test, Delaware courts have modified non-compete provisions to make them reasonable, or recognize that such modification is permissible. See Knowles-Zeswitz Music v. Cara, 260 A.2d 171, 176 (Del. Ch. 1969) (plaintiff could seek enforcement of narrower geographic area than specified in covenant); Hammermill Paper Co. v. Palese, ... 1983 WL 19786, at *6 (Del. Ch. June 14, 1983) (modification of non-compete provision “is permissible under this State’s laws concerning the review of such contracts.”); see also FBK Partners, Inc. v. Thomas, ... 2010 WL 4867638, at *5, ... (E.D. Ky. Nov. 23, 2010) (“Delaware courts occasionally modify non-competes that impose broader restrictions than necessary.”). In considering the equities, Delaware courts have found that the equities are less favorable to reforming an overly broad restrictive covenant an employer includes in an employment agreement, particularly with low-level employees, given “disparities in resources, bargaining power, and access to information.” See Del. Elev., Inc. v. Williams, ... 2011 WL 1005181, at *10 (Del. Ch. Mar. 16, 2011) (“The threat of losing all protection gives employers an incentive to restrict themselves to reasonable clauses.”). The equities are different where two sophisticated business parties with relatively equal bargaining power ... have agreed to a restrictive covenant. See Kan-Di-Ki, LLC v. Suer, 2015 WL 4503210, at *20 (Del. Ch. July 22, 2015) (upholding restrictive covenant because “there was nothing inequitable about allowing [the moving party] to enforce the Restrictive Covenants for which [the parties] bargained.”).

Yeiser Rsch. & Dev. LLC v. Teknor Apex Co., 281 F. Supp. 3d 1021, 1040–41 (S.D. Cal. 2017).

Another federal court very recently addressed blue penciling as well under Delaware law, stating:

Delaware law gives courts discretion to “blue pencil” an overly broad non-compete and enforce the covenant’s restrictions to the extent reasonable. FP UC Holdings, LLC v. Hamilton, No. CV 2019-1029-JRS, 2020 WL 1492783, at *8 (Del. Ch. Mar. 27, 2020) (citing Knowles-Zeswitz Music, Inc. v. Cara, 260 A.2d 171, 175 (Del. Ch. 1969)). Delaware courts have blue-penciled restrictive covenants by reducing the covenant’s duration or reducing its geographical scope. ... Norton Petroleum Corp. v. Cameron, No. CIV.A. 15212-NC, 1998 WL 118198, at *5 (Del. Ch. Mar. 5, 1998) (declining to enforce a 100-mile-radius restriction and instead enforcing a 20-mile-radius restriction when the plaintiff offered no evidence of protectable business interests beyond a 20-mile radius).

United HealthCare Servs., Inc. v. Corzine, 2021 WL 961217, at *10 (S.D. Ohio Mar. 15, 2021); see also, Akzo Nobel Coatings Inc. v. Rogers, 2011 WL 5316772, at *7 (N.C. Super. Nov. 3, 2011) (describing Delaware as employing a “liberal blue pencil”).

While a blue pencil is available as a judicial remedy under Delaware law to modify an unreasonable covenant, the court has discretion to refuse to so employ this remedy. See FP UC Holdings, 2020 WL 1492783, at *8.

Of note to this Court in deciding whether blue penciling is appropriate, is a decision issued by a Delaware court applying Maryland law. Delaware Elevator, Inc. v. Williams, 2011 WL 1005181, at *10 (Del.

Ch. Mar. 16, 2011). The court there, in dicta, offered a lengthy and impassioned discussion disapproving of blue pencil employment as a remedy to rehabilitating an overly broad restrictive non-compete covenant (which limited the employee from working for three years in a 100-mile radius) and indicating that had the court been applying Delaware law, it would not permit modification, explaining:

In my view, a court should not allow an employer to back away from an overly broad covenant by proposing to enforce it to a lesser extent than written. More importantly, a court should not save a facially invalid provision by rewriting it and enforcing only what the court deems reasonable. Doing so puts the employer in a no-lose position. If an employer knows that the court will enforce a reasonable covenant as a fallback, the employer has every reason to start with an overbroad provision.

An employer gains significant advantages from an overly broad restrictive covenant. Such a provision chills employees from leaving: “an employee may pass up a competing job offer (or the rival employer might not make the offer in the first place) if the existence of the clause suggests that there is risk of a lawsuit.” [citations omitted] Employees who do leave may not compete with their former employers to the extent the law would allow, thereby harming consumers and interfering with the proper functioning of labor and product markets. If an employee chooses to litigate, uncertainty about the provision's invalidity, together with the costs of litigation, help the employer achieve a more favorable settlement.

Id. (footnote omitted). The judge in Williams was nevertheless constrained by Maryland law, which permitted blue penciling as a judicial remedy for an overly broad restrictive covenant and allowing the court to modify the non-compete to make it reasonable. Id.

Another Delaware court recently cited the dicta in Delaware Elevator, Inc. v. Williams with approval. FP UC Holdings, LLC v. Hamilton at *6. As recited above, the court in Hamilton found as overly broad a non-compete that essentially prohibited the former urgent care employee from operating in the United States. Id. *7. The court rejected the defendant's offer to restrict the geographic limitation to a 60-mile range from a competing business, finding the defendant's concession tantamount to a request to blue pencil the agreement, which it refused to do, relying upon Williams and stating: “In this regard, I note that at least one court has viewed a similar effort by an employer to narrow the reach of its non-compete post hoc to be an implicit concession that the relevant non-compete is facially overbroad.” Id. at *8 (citing Del. Elevator v. Williams at *9).

While the decisions by Delaware courts in Williams and Hamilton give this Court pause, we note a fundamental distinction here that was not presented in those cases. Here the parties have contractually agreed to employing a blue pencil as a remedy to make reasonable and enforceable a non-compete covenant that a court has found to be otherwise unreasonable and unenforceable due to overbreadth. Additionally, unlike the factual situation before this Court, the restrictive covenants in both Williams and Hamilton were sought to be enforced against a lower- or mid-level employee who had limited bargaining power, and in the former case, had only been given token consideration in exchange for his agreement to the non-compete. Given these distinctions, this Court finds the Williams dicta and the Hamilton court's embrace of it unpersuasive.

At least one Delaware court has approved of and applied a contractual provision agreed to by the parties permitting modification of an otherwise unreasonable restrictive covenant. Hammermill Paper Co. v. Palese, *supra*. There, the parties entered into a number of restrictive covenants, which included language stating that if any restrictions were considered too broad to permit enforcement, the parties “hereby consent and agree that such scope may be judicially modified in any proceeding brought to enforce such restriction.” *Id.* at *2. After determining that the geographic scope of a non-compete was overly broad and burdensome, the court stated that it would modify the contract as permitted under Delaware law, which it held was “also consistent with the expressed intentions of the parties embodied in the agreement itself permitting and accepting any judicial modification of the contract's terms.” *Id.* at *6.

In addition to Hammermill Paper Co., this Court finds persuasive a decision issued by a federal court applying Delaware law in Worley Claims Servs., LLC v. Jefferies, 429 F. Supp. 3d 146 (W.D.N.C. 2019). There, pursuant to Delaware judicial authority *and* the terms of the parties’ agreement, the court held that it would exercise its discretion to blue pencil a non-solicitation provision in a retention agreement, to make the restriction reasonable in scope and duration. *Id.* at 160-161. The agreement stated that in the event that a court finds a portion of the non-competition agreement unenforceable, then the court “shall” modify the restriction, so the restriction is “enforced to the maximum extent permitted by law.” *Id.* at 161. The Worley court rejected the employee’s argument urging the court to rely upon the *dicta* articulated by the Delaware court in Williams and refuse to blue pencil the overly broad restrictive covenant. *Id.* at 160 n.10. The federal court acknowledged the Williams court’s “disapproval of the use of Delaware's blue pencil doctrine” because it ‘puts the employer in a no-lose position.’” *Id.* The federal court, nevertheless declined defendant’s invitation to follow the Williams dicta, holding instead that it was reasonable to blue pencil the overly broad restrictive covenant under Delaware law. *Id.* The Worley Court explained:

... First, an employer intentionally including an overbroad restrictive covenant in an employment contract puts itself at a significant risk that the reviewing Court might well exercise its discretion not to use “blue penciling” to save the covenant or may limit the restrictions beyond what the employer could have achieved with a more reasonable provision. Also, the overriding salutary purpose of “blue penciling” is to avoid the unfairness to both the employee and the employer of a legal rule that requires a court to choose to either enforce all or none of a restrictive covenant in circumstances where, for example, the parties may have relied on a restrictive covenant to allow an employee to have broad access to confidential information and support for developing customer relationships only to find, perhaps years later or after substantial consideration, that the law may make the restrictive covenant unenforceable. Moreover, in cases such as this one in which the parties expressly authorized the Court to modify the restrictive covenant, the Court should not refuse to do so if it can be fairly done.

Id. Accord, Yeiser Rsch. & Dev. LLC v. Teknor Apex Co., at 1041 (the court, applying Delaware law, stated that its decision to modify the overly broad covenant “is consistent with the express intention of the parties to permit and accept judicial modification of the contract's terms,” citing Hammermill Paper Co. at *6 for the proposition that “judicial modification of non-compete clause was consistent with parties' agreement.”)

While this Court believes the issue is a close one, we hold that we have authority, under Delaware law and as explicitly recognized in parties' agreement, to modify the overly broad geographic scope to make it reasonable under the law. This Court is cognizant that Delaware courts, weighing the equities, are less favorable to reforming an overly broad restrictive covenant in an employment agreement (see Yeiser at 1041), and have in a few instances noted hostility to such reformation (Williams dicta and Hamilton, supra). Nevertheless, this case presents a number of circumstances that warrant blue pencil usage, including that Janoski was not a low-level employee while employed by Plaintiffs with disparities in resources, bargaining power, and access to information, vis-à-vis the Plaintiffs. Instead, Janoski was in a high-level management position while employed and not lacking resources, bargaining power or access to information. Finally, the fact that Janoski was a relatively sophisticated party who not only agreed to the restrictive covenants, but further agreed to blue pencil any unreasonable restrictive covenants, tips the scales in favor of applying a blue pencil.

Having found that blue penciling is appropriate under the circumstances, this Court will nevertheless defer its decision as to the precise nature of the geographic modification pending further inquiry with the parties, including via testimony, briefing, argument or otherwise.

iii. Enforceability: Serves Legitimate Business Interest

The third element for finding a non-compete enforceable under Delaware law is that it must advance a legitimate business interest of the employer. The touchstone of enforceability of a noncompetition covenant is that the covenant must be narrowly tailored to protect the legitimate interests of the former employer. See, e.g., Elite Cleaning Co., Inc. v. Capel, 2006 WL 1565161, at *4 (Del. Ch. June 2, 2006) (courts will specifically enforce a former employee's agreement not to compete only in the proper circumstances, when its purpose and reasonable operation is to protect the legitimate interests of the former employer).

The record reflects that this element has been shown to exist. Delaware Law supports West Shore's articulated interests including protection of client relationships, goodwill, and confidential and proprietary information to be legitimate business interests. See Kan-Di-Ki, LLC v. Suer at *20 (finding legitimate interests recognized by Delaware law "include protection of employer goodwill, and protection of employer confidential information from misuse"); see also Research & Trading Corp. v. Pfuhl at *12 (finding interests that the law has recognized as legitimate include protection of employer goodwill created by employees and protection of employer confidential information, and recognizing that customer relationships should be protected from interference by a former employee who created them).

This Court further agrees with Plaintiffs' assertions that the evidence supports that Janoski gained intimate knowledge of West Shore's national operations, including its business plans and marketing strategies. Janoski was also privy to confidential information and trade secrets. This knowledge supports the need for Janoski's non-compete as well as his non-disclosure obligations.

Finally, this Court notes that Janoski contractually acknowledged that the restrictive covenants served to protect Plaintiffs' legitimate business interests, agreeing that "the covenants contained [in the Phantom Unit Agreement] are essential for the protection of the trade secrets, confidential business and technological information, customer relationships, and competitive position of the Company." (Exbt. P-7 (Exbt. A, ¶ 2))

iv. Enforceability: Balance of Equities

The last element for evaluating the enforceability of Janoski's Non-Competition Covenant under Delaware law requires that the Court consider whether the restrictive covenant survives a balance of the equities. In weighing the hardships, a court in equity balances the movant's injury absent an injunction against the nonmovant's injury if the injunction is granted. Weichert Co. of Pa. v. Young, 2007 WL 4372823, at *3, *5 (Del. Ch. Dec. 7, 2007) (finding "equity may decline to grant specific enforcement if the interests that the employer seeks to protect are ephemeral in contrast to the grave harm to the employee resulting from enforcing the restriction") (internal quotation and citation omitted); Pfuhl, 1992 WL 345465, at *7 (same).

In the context of a restrictive covenant, "[p]rotection from the economic damage resulting from competition by former employees is regularly granted in equity when a legal basis for such protection - such as misappropriation of trade secrets or valid covenants restricting future competition - is demonstrated and the balance of the equities favors plaintiff." E. Edgar Wood, Inc. v. Clark, 1986 WL 1160, at *3 (Del. Ch. Jan. 21, 1986) (citations omitted).

Here, the restrictive covenant is necessary to protect Plaintiffs' investment in its business and the time it spent to cultivate Janoski's knowledge of its products, vendors and customers. Plaintiffs would invariably suffer if Janoski were permitted to materially compete for a competitor with his knowledge of its confidential information and trade secrets. The record reflects that Janoski was privy to valuable business information, and is in a position that would allow Plaintiffs' competitors to exploit that information and gain an improper competitive advantage. This is precisely the purpose of restrictive covenants. See Hough Assocs., Inc. v. Hill, 2007 WL 148751, at *19 (Del. Ch. Jan. 17, 2007). On the other hand, Janoski would not be prohibited from any employment because his non-competition would only seek to preclude his employment at a home remodeling company offering products and services which materially compete with Plaintiffs within a reasonable geographic area from its branch locations. Accordingly, the evidence tips in favor of enforcement of the Non-Competition Covenant.

Defendants implore the Court to consider the circumstances of West Shore Home's termination of Janoski's employment as a factor against enforcing the Non-Competition Covenant. Here, Janoski's employment was not terminated for reasons beyond his control. Instead, the testimony at the hearings showed that Janoski's employment was terminated because a significant theft and fraud occurred at his branches and under his watch. Thus, under this set of circumstances, this Court believes Janoski's termination should not impact the enforceability of the Non-Competition Covenant.

*c. Conclusion: Likelihood of Success on the Merits
(Breach of Contract and Tortious Interference Claims)*

Having found that the Non-Competition Covenant is enforceable in a modified form as to geographic reach, this Court addresses the final issue in the merits inquiry, which is whether Plaintiffs have proven a likelihood of success on the merits specifically as to the causes of action brought against the Defendants.

As discussed above, Plaintiffs will be unlikely to succeed on their claims advanced in Count I of their Amended Complaint, which is that Janoski breached the Non-Competition Covenant and breached the confidential information and trade secrets provisions in his other contracts, related to window, door and wet bath sales. This Court has fully explained its reasoning for finding that Plaintiffs have failed to present sufficient evidence that these breaches have occurred.

Plaintiffs will also be unable to prevail on their tortious interference claim in Count II against the Long Home Defendants. That claim requires Plaintiffs to show (1) a contractual relationship between the plaintiff and a third party; (2) that the defendant intended to harm the plaintiff by interfering with that contractual relationship; (3) the absence of privilege or justification on the part of the defendant; and (4) damages. Empire Trucking Co. v. Reading Anthracite Coal Co., 71 A.3d 923, 932 (Pa. Super. 2013); Strickland v. Univ. of Scranton, 700 A.2d 979, 985 (Pa. Super. 1997).

Plaintiffs allege that the Long Home Defendants have interfered with their contractual relations with Janoski by inducing him to breach the Non-Competition Covenant by employing him and/or encouraging or inducing him to breach his agreements not to disclose or use West Shore's confidential information and trade secrets. Based upon the findings set forth above, the record does not support that Janoski has been induced to breach his Non-Competition Covenant since he is currently employed in a roofing only business. Nor does the record support that the Long Home Defendants have encouraged or induced Janoski to breach his confidential information and trade secrets obligations (related to the windows, doors and baths), as set forth above.

5. Preliminary Injunction: Reasonably Suited to Abate the Offending Activity

Plaintiffs have failed to prove the fifth element, that the injunction it seeks is reasonably suited to abate the offending activity. Com. ex rel. Corbett v. Snyder at 48. Absent any offending activity, there is no need to abate it, based upon the record presented to the Court.

6. Preliminary Injunction: Adverse Effect to the Public Interest

Finally, Plaintiffs have failed to prove that the issuance of a preliminary injunction will not adversely affect the public interest. Inasmuch as there is no underlying wrongful or improper conduct by the Defendants, it would adversely affect the public interest to issue a preliminary injunction for which there is no need.

Accordingly, this Court enters the following:

ORDER

AND NOW, this 7th day of February 2022, upon consideration of the Plaintiffs' "Amended Motion for Special Injunction with Notice and Preliminary Injunction after a Hearing," and following hearings on November 19, 2021 and January 24, 2022, it is hereby **DIRECTED** that Plaintiffs' Amended Motion for preliminary injunctive relief is **DENIED**.

To the extent any party seeks that the Court hold further proceedings on modification (blue penciling) of the Non-Competition Covenant's overly broad geographic scope, such party must petition the Court.

This Court notes that Defendant Janoski remains obligated to all terms and conditions set forth in his Confidential Separation Agreement and Employment Agreement, which prohibits his disclosure to the Long Home Defendants of any of West Shore's confidential information and trade secrets, and Defendants must continue to comply with the following conditions:

1. All Defendants must return any of West Shore's confidential information and trade secrets within their current possession, regardless of format;
2. All Defendants must immediately return and deliver to West Shore all West Shore documents, data, or property currently within Defendants' possession or control;
3. All Defendants are prohibited from misappropriating, using or disclosing to any person or entity West Shore's confidential information and trade secrets; and possessing any original copies or summaries of West Shore's confidential information and trade secrets in any form, electronic or otherwise;

Finally, this Court recognizes that the holdings set forth in this Opinion and Order are largely based upon the representations made at the Supplemental Hearing by Dave Normandin, President of the Long Home Defendants, that Long Home will honor Defendant Janoski's Non-Competition Covenant with Plaintiffs and will limit its business solely to roofing sales and installations through the expiration of the Non-Competition Covenant, on April 14, 2023. As such, this Order is entered without prejudice to the Court re-considering the Amended Motion should these representations change.

ESTATE & TRUST NOTICES

FIRST PUBLICATION

**ESTATE OF MATTHEW E. HUNT, a/k/a
MATTHEW EDWARD HUNT**, late of Lower
Paxton Township, County of Dauphin, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Stephen Edward Hunt

Attorney: Heather D. Royer, Esquire,
Johnson, Duffie, Stewart & Weidner, P.C., 301
Market Street, P.O. Box 109, Lemoyne, PA
17043 f18-m4

**ESTATE OF HELEN McGARRY a/k/a
HELEN H. McGARRY**, late of Londonderry
Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Linda Durbin c/o Nikolaus &
Hohenadel, LLP, 222 S. Market Street, Suite
201, Elizabethtown, PA 17022

Attorney: Kevin D. Dolan, Esquire f18-m4

ESTATE OF VIET QUOC VAN LE, late of
Paxtang Borough, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Administrator or attorney, and all persons indebted to the decedent to make payment to the Administrator without delay.

Administrator: Jimmy Le, 2413 Penn Street,
Harrisburg, PA 17110

Attorney: Butler Law Firm, 1007 Mumma
Road, Suite 101, Lemoyne, PA 17043 f18-m4

**ESTATE OF MARY BETH RICKARDS
a/k/a MARY RICKARDS**, late of Harrisburg,
Dauphin County, PA (died: December 28, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to

the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Girard E. Rickards, 1764 Lower
Snake Spring Rd., Everett, PA 15537

Attorney: Girard E. Rickards, Esq., 102 West
Penn Street, Suite 1, Bedford, PA 15522

f18-m4

ESTATE OF TERRI L. CARLOCK, late of
Lower Paxton Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Administrator or attorney, and all persons indebted to the decedent to make payment to the Administrator without delay.

Administrator: Gary D. White

Attorney: Kevin M. Richards, Esquire, P.O.
Box 1140, Lebanon, PA 17042-1140 f18-m4

ESTATE OF THOMAS M. CARLOCK,
late of Lower Paxton Township, Dauphin
County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Gary D. White

Attorney: Kevin M. Richards, Esquire, P.O.
Box 1140, Lebanon, PA 17042-1140 f18-m4

ESTATE OF ROBYN W. TALBOTT, late of
Dauphin County, PA (died: December 25, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Sean Talbott, 220 Pine Street,
Harrisburg, PA 17101

Attorney: Shaun E. O'Toole, 220 Pine Street,
Harrisburg, PA 17101 f18-m4

ESTATE OF ROBERT V. CARTER, late of
Derry Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Personal Representative or attorney, and all persons indebted to the decedent to make

payment to the Personal Representative without delay.

Personal Representative: Lisa M. Young, c/o Megan C. Huff, Esquire, Nestico Druby, P.C., 1135 East Chocolate Avenue, Suite 300, Hershey, PA 17033 f18-m4

ESTATE OF KALYANI RAY, late of Conewago Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Personal Representative or attorney, and all persons indebted to the decedent to make payment to the Personal Representative without delay.

Personal Representative: Prasenit Ray, c/o Megan C. Huff, Esquire, Nestico Druby, P.C., 1135 East Chocolate Avenue, Suite 300, Hershey, PA 17033 f18-m4

ESTATE OF CHARLES M. LLOYD, late of Lower Swatara Township, Dauphin County, PA (died: 01/01/2022)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Michele R. Lloyd, c/o George W. Porter, Esquire, 909 East Chocolate Avenue, Hershey, PA 17033 f18-m4

ESTATE OF LEROY B. HOOVER, late of Harrisburg City, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Personal Representative or attorney, and all persons indebted to the decedent to make payment to the Personal Representative without delay.

Personal Representative: Todd M. Hoover, Michael C. Hoover, and L. Bryan Hoover, c/o Megan C. Huff, Esquire, Nestico Druby, P.C., 1135 East Chocolate Avenue, Suite 300, Hershey, PA 17033 f18-m4

ESTATE OF MARIE ANNETTE HOOVER, late of Harrisburg City, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims

against the decedent to make known the same to the Personal Representative or attorney, and all persons indebted to the decedent to make payment to the Personal Representative without delay.

Personal Representative: Todd M. Hoover, Michael C. Hoover, and L. Bryan Hoover, c/o Megan C. Huff, Esquire, Nestico Druby, P.C., 1135 East Chocolate Avenue, Suite 300, Hershey, PA 17033 f18-m4

ESTATE OF WESLEY HUNTER, late of Lower Swatara Township, Dauphin County, PA (died: September 9, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Brandi Hunter-Davenport, 5415 Springtide Drive, Harrisburg, PA 17111 f18-m4

ESTATE OF JEFFREY ALAN EINSIG, SR., late of the West Hanover Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Administrator or attorney, and all persons indebted to the decedent to make payment to the Administrator without delay.

Administrator: Jeffrey Alan Einsig, Jr., 652 Salem Road, Eters, PA 17319

Attorney: Adam R. Deluca, Esq., Stone Lafaver & Shekletski, PO Box E, New Cumberland, PA 17070 f18-m4

ESTATE OF DONALD H. GEYER, JR., late of Millersburg Borough, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Co-Executors or attorney, and all persons indebted to the decedent to make payment to the Co-Executors without delay.

Co-Executors: Daniel J. Geyer, 223 Mimosa Drive, Martinsburg, WV 25404; Stephanie A.G. Hassinger, 693 Railroad Street, Millersburg, PA 17061

Attorney: Andrew S. Withers, Esquire, 105 N. Front Street, Harrisburg, PA 17101; (717) 234-5600 f18-m4

ESTATE OF KATHY A. GEYER, late of Millersburg Borough, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Co-Executors or attorney, and all persons indebted to the decedent to make payment to the Co-Executors without delay.

Co-Executors: Daniel J. Geyer, 223 Mimosa Drive, Martinsburg, WV 25404; Stephanie A.G. Hassinger, 693 Railroad Street, Millersburg, PA 17061

Attorney: Andrew S. Withers, Esquire, 105 N. Front Street, Harrisburg, PA 17101; (717) 234-5600 f18-m4

ESTATE OF JAMES J. LEBO a/k/a JOHN JAMES LINDY LEBO, late of Lykens Borough, Dauphin County, PA (died: January 13, 2022)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Co-Executors or attorney, and all persons indebted to the decedent to make payment to the Co-Executors without delay.

Co-Executors: Carl R. Lebo, 4117 State Route 209, Elizabethtown, PA 17023; Joseph G. Lebo, 160 Airport Road, Millersburg, PA 17061; Cindy Warfel, 956 N. Church Street, Elizabethtown, PA 17023

Attorney: Gregory M. Kerwin, Kerwin & Kerwin, LLP, 4245 State Route 209, Elizabethtown, PA 17023 f18-m4

ESTATE OF JOSEPH W. HOOVER, late of Lower Swatara Township, Dauphin County, PA (died: November 23, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Administrator or attorney, and all persons indebted to the decedent to make payment to the Administrator without delay.

Administrator: Marianne Hoover

Attorney: James M. Zugay, Esquire, 1253 Stonegate Road, Hummelstown, PA 17036 f18-m4

ESTATE OF JOHN C. SWEGER, JR., late of Steelton Borough, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons

indebted to the decedent to make payment to the Executrix without delay.

Executrix: Lindsey M. Sweger, 2401 S. Queen Street, York, PA 17402

Attorney: Theresa L. Shade Wix, Esq., Wix, Wenger & Weidner, 4705 Duke Street, Harrisburg, PA 17109-3041 f18-m4

ESTATE OF SUSAN J. CAMERON, late of Harrisburg City, Dauphin County, PA (died: January 06, 2022)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Co-Executors or attorney, and all persons indebted to the decedent to make payment to the Co-Executors without delay.

Co-Executors: Beth M. Cameron and Vicky Ann Trimmer

Attorney: Vicky Ann Trimmer, Esquire, Daley Zucker, LLC, 645 N. 12th Street, Suite 200, Lemoyne, PA 17043 f18-m4

ESTATE OF JOHN J. SHANNON, SR., late of Swatara Township, Dauphin County, PA (died: December 8, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: John J. Shannon, Jr., 1067 Fox Hollow Road, Shermans Dale, PA 17090

Attorney: Stephen D. Tiley, Esquire, 5 South Hanover Street, Carlisle, PA 17013 f18-m4

ESTATE OF CARLYN J. FORLIZZI, late of Lower Paxton Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Jeffrey S. Katcher, c/o Craig A. Hatch, Esquire, Halbruner, Hatch & Guise, LLP, 2109 Market Street, Camp Hill, PA 17011

f18-m4

ESTATE OF FRANCIS L. HOLBERG, late of Halifax Borough, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby

given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Sean L. Holberg, 166 Simmons Road, Mechanicsburg, PA 17055

Attorney: Edmund G. Myers, Esquire, Johnson, Duffie, Stewart & Weidner, P.C., 301 Market Street, P.O. Box 109, Lemoyne, PA 17043 f18-m4

ESTATE OF HAROLD O. DEITRICH, late of Wiconisco Township, Dauphin County, PA (died: January 24, 2022)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Co-Executors or attorney, and all persons indebted to the decedent to make payment to the Co-Executors without delay.

Co-Executors: Randy L. Deitrich, 193 Manitoba Lane, Lexington, KY 40515; Curt A. Deitrich, 413 Walnut Street, P.O. Box 145, Wiconisco, PA 17097

Attorney: Gregory M. Kerwin, Esquire, Kerwin & Kerwin, 4245 State Route 209, Elizabethtown, PA 17023 f18-m4

ESTATE OF ROY L. SIPE, late of South Hanover Township, Dauphin County, PA (died: 01/03/2022)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Wendy J. Hauke, c/o George W. Porter, Esquire, 909 East Chocolate Avenue, Hershey, PA 17033 f18-m4

ESTATE OF FLOYD KELLY, late of Harrisburg City, Dauphin County, PA (died: 08/28/2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Administratrix or attorney, and all persons indebted to the decedent to make payment to the Administratrix without delay.

Administratrix: Priscilla Kelly, 216 Silver Leaf Ridge, Harrisburg, PA 17110

Attorney: Robin J. Marzella, Esquire, R.J. Marzella & Associates, 3513 North Front Street, Harrisburg, PA 17110 f15-m4

ESTATE OF ELAINE B. GOLEMBIEWSKI, a/k/a ELAINE BOSHA GOLEMBIEWSKI and ELAINE GOLEMBIEWSKI, late of West Hanover Township, Dauphin County, PA (died: November 17, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Steven Golembiewski

Attorney: Ernest J. Woolever, 42 West Main Street, Palmyra, PA 17078 f18-m4

SECOND PUBLICATION

ESTATE OF MARY MICHELLE MOORE, a/k/a MARY M. MOORE, late of Harrisburg, Hummelstown, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Administrator or attorney, and all persons indebted to the decedent to make payment to the Administrator without delay.

Administrator: Christian C. Moore

Attorney: Stephen S. Werner, Esquire, Werner Law Group, 439A Walton Avenue, Hummelstown, PA 17036 f11-25

ESTATE OF DONNA C. STIFFLER, late of Lower Paxton Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Kristen S. Drake, 4917 Virginia Avenue, Harrisburg, PA 17109

Attorney: Theresa L. Shade Wix, Esq., Wix, Wenger & Weidner, 4705 Duke Street, Harrisburg, PA 17109-3041 f11-25

ESTATE OF ARDYTH S. WALKER, late of Derry Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the

Executor without delay.

Executor: Jeffrey S. Walker, 19328 Cypress Hill Way, Gaithersburg, MD 20879

Attorney: Jessica L. Fisher, Esquire, McQuaide Blasko, 601 Hawthorne Drive, Suite 2A, Hollidaysburg, PA 16648 f11-25

ESTATE OF ELLEN E. CRAMER, late of Harrisburg, Susquehanna Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Jennifer E. Brenner, 4216 Jonathan Lane, Harrisburg, PA 17110

Attorney: Stanley Smith, Esquire, Barley Snyder, 213 Market Street, 12th Floor, Harrisburg, PA 17101 f11-25

ESTATE OF BARBARA LEHRMAN WEINBERG, late of Lower Paxton Township, Dauphin County, PA (died: November 18, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Louis L. Weinberg, c/o Hazen Law Group, 2000 Linglestown Road, Suite 202, Harrisburg, PA 17110

Attorney: Estate of Barbara Lehrman Weinberg, c/o Hazen Law Group, 2000 Linglestown Road, Suite 202, Harrisburg, PA 17110 f11-25

ESTATE OF ANNA R. SMITH, late of Susquehanna Township, Dauphin County, PA (died: October 23, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Lana B. Ryder a/k/a Lana R. Ryder, Lancaster, PA

Attorney: Jacqueline A. Kelly, Esquire, JSDC Law Offices, 11 E. Chocolate Avenue, Suite 300, Hershey, PA 17033; 717-533-3280 f11-25

ESTATE OF SAMUEL D. LOOKER, a/k/a SAMUEL DOUGHERTY LOOKER, late of Lower Paxton Township, Dauphin County, PA (died: December 29, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Co-Executor, Co-Executrix or attorney, and all persons indebted to the decedent to make payment to the Co-Executor or Co-Executrix without delay.

Co-Executor: Mr. Mark Hilfiker, 25 Casselberry Drive, Audubon, PA 19403

Co-Executrix: Mrs. Samantha D. Hilfiker, 25 Casselberry Drive, Audubon, PA 19403

Attorney: Gary L. Rothschild, Esq., 2215, Forest Hills Drive, Suite 35, Harrisburg, PA 17112 f11-25

ESTATE OF ROBERT D. D'AGOSTINO a/k/a ROBERT D'AGOSTINO, late of Derry Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: James F. DeAngelis

Attorney: Katherine L. McDonald, Esquire, Dethlefs-Pykosh Law Group, LLC, 2132 Market Street, Camp Hill, PA 17011; (717) 975-9446 f11-25

ESTATE OF A. PAUL ZWALLY, a/k/a ARNOLD PAUL ZWALLY, late of Susquehanna Township, Dauphin County, PA (died: December 4, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Paul B. Zwally, 4439 Augusta Drive, Harrisburg, PA 17112

Attorney: Charles B. Zwally, Mette, Evans and Woodside, 3401 N. Front Street, Harrisburg, PA 17110; Telephone: (717) 232-5000 f11-25

ESTATE OF DIANE LYNN TOBIAS, late of Upper Paxton Township, Dauphin County, PA (died: December 22, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims

against the decedent to make known the same to the Administrator or attorney, and all persons indebted to the decedent to make payment to the Administrator without delay.

Administrator: Jason E. Tobias, 4791 Sweetbrier Terrace, Harrisburg, PA 17111

Attorney: Holly M. Kerwin, Esquire, Kerwin & Kerwin, LLP, 4245 State Route 209, Elizabethtown, PA 17023 f11-25

ESTATE OF RAYMOND P. SECKINGER
a/k/a RAYMOND PAUL SECKINGER, late of Swatara Township, Dauphin County, PA (died: July 18, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Jonathan B. Seckinger c/o 342 E. Lancaster Ave., Downingtown, PA 19335

Attorney: Jay G. Fischer, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335 f11-25

ESTATE OF PARRIS HALKIAS, late of Lower Paxton Township, Dauphin County, PA (died: November 28, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Irene N. Halkias, 1330 Quail Hollow Road, Harrisburg, PA 17112 f11-25

ESTATE OF EILEEN M. SITLINGER, late of the Borough of Lykens, Dauphin County, PA (died: December 5, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Mary K. Bateman, 800 Main Street, Lykens, PA 17048

Attorney: Joseph D. Kerwin, Esquire, Kerwin & Kerwin, LLP, 4245 State Route 209, Elizabethtown, PA 17023 f11-25

ESTATE OF BERTHA E. McQUILKIN, late of Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Thomas L. Bell, 3715 Hedge Lane, Middletown, PA 17057 f11-25

ESTATE OF STANLEY GIBSON FICKES, late of Derry Township, Dauphin County, PA (died: December 24, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Elizabeth R. Frownfelter, 553 Fowler Hollow Road, Blain, PA 17006 f11-25

ESTATE OF E. WILLIAM OAKLAND, late of Harrisburg, Dauphin County, PA (died: December 11, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Co-Executors or attorney, and all persons indebted to the decedent to make payment to the Co-Executors without delay.

Co-Executors: Marcy O. Nease and Michael W. Oakland

Attorney: David C. Miller, Jr., Esquire, 1846 Bonnie Blue Lane, Middletown, PA 17057; (717) 939-9806; Email: davidcmillerjr@verizon.net

f11-25

ESTATE OF HELEN H. IMHOF, late of Hummelstown Borough, Dauphin County, PA (died: December 26, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Kathleen D. Weber, 29 S. Railroad St., Hummelstown, PA 17036

Attorney: Jean D. Seibert, Esquire, CALDWELL & KEARNS, PC, 3631 N. Front St., Harrisburg, PA 17110 f11-25

ESTATE OF JANICE LYNN ALWINE, late of Susquehanna Township, Dauphin County, PA (died: December 15, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Kristie Myers-Swanger, 46 Arthur St., Hummelstown, PA 17036

Attorney: Jean D. Seibert, Esquire, CALDWELL & KEARNS, PC, 3631 N. Front St., Harrisburg, PA 17110 f11-25

ESTATE OF SARA JANE BRUBAKER, late Hummelstown Borough, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Steve A. Brubaker, c/o Nikolaus & Hohenadel, LLP, 222 S. Market Street, Suite 201, Elizabethtown, PA 17022

Attorney: Kevin D. Dolan, Esq., Nikolaus & Hohenadel, LLP, 222 S. Market Street, Suite 201, Elizabethtown, PA 17022 f11-25

ESTATE OF NANCY L. SHAFFNER, late of Lower Swatara Township, Dauphin County, PA, (died: January 3, 2022)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Co-Executors or attorney, and all persons indebted to the decedent to make payment to the Co-Executors without delay.

Executor: Floyd H. Cross, Jr., 2460 Spring Garden Dr. Middletown, PA 17057; Linda L. Cross, 1921 S. York St, Mechanicsburg, PA 17055

Attorney: Jean D. Seibert, Esquire, CALDWELL & KEARNS, 3631 North Front St., Harrisburg, PA 17110 f11-25

ESTATE OF ROBERT H. WITMER, late of East Hanover Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the

Executrix without delay.

Executrix: Roxine J. Specht, 1787 Sand Beach Road, Hummelstown, PA 17036

Attorney: Peggy M. Morcom, Esquire, Morcom Law, LLC, 226 W. Chocolate Ave., Hershey, PA 17033 f11-25

ESTATE OF JAMES A. DEGRANGE a/k/a JAMES ALVIE DEGRANGE, late of Londonderry Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Christina M. Corum, c/o George W. Porter, Esquire, 909 East Chocolate Avenue, Hershey, PA 17033 f11-25

NOTICE OF TRUST ADMINISTRATION OF THE CHARLES D. HIGH LIVING TRUST dated 4/21/1999, as amended (the "Trust"), following the death of Charles D. High (the "Decedent"), late of East Hanover Township, Dauphin County, PA (died: November 4, 2021), is hereby given.

All persons having claims against the Decedent or Trust are requested to present them for settlement and all persons indebted to the Decedent or Trust are requested to make immediate payment to:

Trustee: Kathleen G. High, c/o Christa M. Aplin, Esquire, JSDC Law Offices, 11 East Chocolate Avenue, Suite 300, Hershey, PA 17033; (717) 533-3280 f11-25

THIRD PUBLICATION

ESTATE OF GERALDINE M. WILLARD, late of Dauphin County, PA (died: August 26, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Terry L. Willard, 3680 Roundtop Road, Elizabethtown, PA 17022

Attorney: Chad J. Julius, 8150 Derry Street, Suite A, Harrisburg, PA 17111 f4-18

ESTATE OF ELFRIEDE DURR a/k/a ELFRIEDE H. DURR, late of Lower Paxton Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Sabrina A. Durr, c/o George W. Porter, Esquire, 909 East Chocolate Avenue, Hershey, PA 17033 f4-18

ESTATE OF AARON CHRISTOPHER VOGIE, late of Lower Paxton Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Administrator or attorney, and all persons indebted to the decedent to make payment to the Administrator without delay.

Administrator: Lorraine Denise Vogie, c/o Mark E. Halbruner, Esquire, Halbruner, Hatch & Guise, LLP, 2109 Market Street, Camp Hill, PA 17011 f4-18

ESTATE OF EDWARD S. SMILAK, late of Derry Township, Dauphin County, PA (died: May 23, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Administrator or attorney, and all persons indebted to the decedent to make payment to the Administrator without delay.

Administrator: Julie M. Scheib
Attorney: James M. Zugay, Esquire, 1253 Stonegate Road, Hummelstown, PA 17036 f4-18

ESTATE OF DORIS J. GINGRICH a/k/a DORIS JEAN GINGRICH, late of West Hanover Township, Dauphin County, PA (died: December 8, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Co-Executrices or attorney, and all persons indebted to the decedent to make payment to the Co-Executrices without delay.

Co-Executrices: Cindy L. Gingrich Kohler and Sherry A. Gingrich, 7044 Sandy Hollow Road, Harrisburg, PA 17112
Attorney: Christa M. Aplin, Esquire, JSDC

Law Offices, 11 East Chocolate Avenue, Suite 300, Hershey, PA 17033; (717) 533-3280 f4-18

ESTATE OF DONALD HARRY DANNER a/k/a DONALD DANNER a/k/a DONNIE DANNER, late of Jackson Township, Dauphin County, PA (died: November 10, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Ruth M. Danner, 352 Millers Church Road, Halifax, PA 17032 f4-18

ESTATE OF NICHOLAS FEHER, late of Susquehanna Township, Dauphin County, PA (died: November 20, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Eugene A. Feher, c/o Hazen Law Group, 2000 Linglestown Road, Suite 202, Harrisburg, PA 17110

Attorney: Estate of Nicholas Feher, c/o Hazen Law Group, 2000 Linglestown Road, Suite 202, Harrisburg, PA 17110 f4-18

ESTATE OF RICHARD R. SWEGER, late of Middletown, Dauphin County, PA (died: December 21, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Richard R. Sweger, Jr
Attorney: David C. Miller, Jr., Esquire, 1846 Bonnie Blue Lane, Middletown, PA 17057; (717) 939-9806; Email: davidcmillerjr@verizon.net f4-18

ESTATE OF ESTHER I. KAUFFMAN, late of Susquehanna Township, Dauphin County, PA (died: December 9, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to

the Co-Executrices or attorney, and all persons indebted to the decedent to make payment to the Co-Executrices without delay.

Co-Executrices: Nancy J. Kauffman, 307 Fishburn Street, Harrisburg, PA 17109; Margaret E. Motter, 602 Francis Drive, Harrisburg, PA 17109

Attorney: Mary A. Etter Dissinger, Esquire, 400 South State Road, Marysville, PA 17053
f4-18

ESTATE OF LOUELLA M. FIES a/k/a LOUELLA FIES, late of Conewago Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Co-Executors or attorney, and all persons indebted to the decedent to make payment to the Co-Executors without delay.

Co-Executors: Elaine Bechtel and Victor C. Fies, c/o George W. Porter, Esquire, 909 East Chocolate Avenue, Hershey, PA 17033 f4-18

ESTATE OF MARJORIE SNYDER, late of Harrisburg, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Casey Snyder, c/o Mary-Jo Mullen, CPA, Esquire, Halbruner, Hatch & Guise, LLP, 2109 Market Street, Camp Hill, PA 17011
f4-18

ESTATE OF WILLIAM J. BROWN, late of Middle Paxton Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Michelle Fisher, 65 Taylor Drive, Reedsville, PA 17084

Attorney: Donis H. Zagurskie, Esq., Johnston & Zagurskie, 117 Main Street, P.O. Box 0, Mifflin, PA 17058 f4-18

ESTATE OF EMILY B. NEARHOOD, late of Derry Township, Dauphin County, PA (died: September 28, 2021)

The Register of Wills has granted Letters on

the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

Executrix: Cheryl L. Nearhood, 1243 East Caracas Avenue, Hershey, PA 17033 f4-18

ESTATE OF EARL W. SWEIGARD, late of Susquehanna Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

Executor: Lairy E. Sweigard, 818 Huckleberry Road, New Bloomfield, PA 17068

Attorney: Jerry A. Philpott, Esquire, PHILPOTT WILSON LLP, 227 No. High St., PO Box 116, Duncannon, PA 17020 f4-18

ESTATE OF ROBINSON W. SMITH, late of Lower Paxton Township, Dauphin County, PA (died: December 1, 2021)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executors or attorney, and all persons indebted to the decedent to make payment to the Executors without delay.

Executor: Robinson C. Smith and Bradley S. Smith, c/o Timothy J. Colgan, Esquire 611 Gettysburg Pike, Suite 201, Mechanicsburg, PA 17055

Attorney: Timothy J. Colgan, Esquire, 611 Gettysburg Pike, Suite 201, Mechanicsburg, PA 17055 f4-18

TRUST ESTATE OF NELSON M. KAUFFMAN, late of Hershey, PA (died: October 23, 2021)

All persons having claims against said Trust Estate are requested to make such claims known to the undersigned. Those persons indebted to the decedent are requested to make payment without delay to:

Executrix/Trustee: Dianne E. Diehl, 108 N. Johnson Street, Harrisburg, PA 17112

Attorney: Susan E. Lederer, Esquire, 5011 Locust Lane, Harrisburg, PA 17109 f4-18

FIRST PUBLICATION

CORPORATE NOTICES

NOTICE IS HEREBY GIVEN **Ocorian Group Services (US) Inc.** filed a Foreign Registration Statement with the Commonwealth of Pennsylvania. The address of its principal office under the laws of its jurisdiction is 505 Fifth Avenue, 15th Floor, Suite 1501, New York, NY 10017. The Commercial Registered Office Provider is in care of United Corporate Services, Inc. in the county of Dauphin. The Corporation is filed in compliance with the requirements of the applicable provision of 15 Pa. C.S. 412. f18

NOTICE IS HEREBY GIVEN **Wren Pennsylvania, Inc.**, a foreign corporation formed under the laws of the State of Delaware with its principal office located at 1070 Hanover St., Hanover Industrial Estates, Hanover Twp, PA 18706, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 2/7/22, under the provisions of Chapter 4 of the Association Transactions Act. The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County. f18

NOTICE IS HEREBY GIVEN **Goldfein & Associates, P.C.**, a foreign business corporation incorporated under the laws of Georgia, with its princ. office located at 13560 Morris Rd., Ste. 3150, Alpharetta, GA 30004, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions Act. The street address in the association's jurisdiction of formation is 13560 Morris Rd., Ste. 3150, Alpharetta, GA 30004. 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. f18

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania on 2/7/2022 under the Domestic Business Corporation Law, for **Rothman Ortho PA Holdco III, P.C.**, and the name and county of the commercial registered office provider is c/o: Corporation Service Co., Dauphin County. f18

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania on 2/7/2022 under the Domestic Business Corporation Law, for **Rothman Ortho PA Holdco IV, P.C.**, and the name and county of the commercial registered office provider is c/o: Corporation Service Co., Dauphin County. f18

NOTICE IS HEREBY GIVEN that **Ritrova Therapeutics Inc.**, a foreign corporation formed under the laws of the State of Delaware and its principal office is located at 37 Washington Sq. W, Apt. 16D, NY, NY 10011, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 2/8/22, under the provisions of Chapter 4 of the Association Transactions Act.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County. f18

NOTICE IS HEREBY GIVEN that **Frankford House Company, DBA Frankford House 1 Company**, a foreign corporation formed under the laws of the State of Delaware and its principal office is located at 1101 30th St. NW, Ste. 400, Washington, DC 20011, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 1/31/22, under the provisions of Chapter 4 of the Association Transactions Act.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County. f18

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania on December 28, 2021, for the purpose of obtaining a Certificate of Incorporation of a proposed business corporation to be organized under the Business Corporation Law of 1988. The name and address of the corporation is: **Wendy Persun's Cleaning Inc.**, 3703 Peter's Mountain Road, Suite A, Halifax, PA 17032.

The purpose or purposes for which it was organized was for performing commercial and residential cleaning services.

Andrew S. Withers, Esquire
Etzweiler and Withers
105 N. Front Street
Harrisburg, PA 17101

f18

NOTICE IS HEREBY GIVEN that **Delphi Commercial Properties, Inc.**, a foreign corporation formed under the laws of the State of New York and its principal office is located at 565 Taxter Road, Elmsford, NY 10523, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 2/8/22, under the provisions of Chapter 4 of the Association Transactions Act.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County. f18

NOTICE IS HEREBY GIVEN that **Bits Card Inc.**, a foreign corporation formed under the laws of the State of Delaware and its principal office is located at 368 9th Avenue, NY, NY 10001, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 1/31/22, under the provisions of Chapter 4 of the Association Transactions Act.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County. f18

NOTICE IS HEREBY GIVEN **Scientific Games, Inc.**, a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 1500 Bluegrass Lakes Parkway, Alpharetta, GA 30004, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions Act. 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. f18

NOTICE IS HEREBY GIVEN that pursuant to the applicable provisions of 15 Pa.C.S. Section 415 or 417, **Fini Sweets, Inc.**, a corporation incorporated under the laws of the State of Delaware with its registered office in PA at CT Corporation System, Dauphin County, intends to file a Statement of Withdrawal of Foreign Registration with the Dept. of State. f18

NOTICE IS HEREBY GIVEN to all persons interested or who may be affected, that the **National Coalition to Abolish the Death Penalty**, a non-profit corporation with its registered office in Pennsylvania located at 600 North 2nd Street, Suite 401, Harrisburg, PA 17101, intends to file Articles of Dissolution with the Department of State of the Commonwealth of Pennsylvania and that the

board of directors is now engaged in winding up and settling the affairs of said corporation so that its corporate existence can be terminated under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988. The post office address to which process may be sent in an action or proceeding upon any liability incurred before the filing of the Articles of Dissolution is: National Coalition to Abolish the Death Penalty, c/o CT Corporation, 600 North 2nd Street, Suite 401, Harrisburg, PA 17101. f18

NOTICE IS HEREBY GIVEN that **Max Solutions, Inc., DBA Max Solutions Packaging, Inc.**, a foreign corporation formed under the laws of the State of Delaware and its principal office is located at 1802 Bayberry Court, Suite 301, Richmond, VA 23226, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 2/1/22, under the provisions of Chapter 4 of the Association Transactions Act.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County. f18

NOTICE IS HEREBY GIVEN that the shareholder of **GROVE ASSOCIATES**, a Pennsylvania corporation with a registered address of 85 Stoney Creek Drive, Dauphin, PA, 17018, has approved a proposal that the corporation dissolve, and that the shareholder is now engaged in winding up and settling the affairs of the company under the provisions of 15 Pa. C.S.A. § 1978, as amended.

METTE, EVANS & WOODSIDE
3401 N. Front Street
P.O. Box 5950

Harrisburg, PA 17110-0950
f18 (717) 232-5000

NOTICE IS HEREBY GIVEN that, pursuant to the Business Corporation Law of 1988, **Wirth Business Credit, Inc.**, a corporation incorporated under the laws of the State of Minnesota, intends to withdraw from doing business in Pennsylvania. The address of its principal office in its jurisdiction of incorporation is 605 Highway 169 N, Suite 400, Minneapolis, MN 55441 and the name of the commercial registered office provider in Pennsylvania is Business Filings Incorporated. f18

NOTICE IS HEREBY GIVEN **TV SQUARED Inc**, a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 19 Cortland Dr., Hudson, MA 01749, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions Act. The street address in the association's jurisdiction of formation is 251 Little Falls Dr., New Castle, DE 19808. 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. f18

FICTITIOUS NAME NOTICES

NOTICE IS HEREBY GIVEN that an application for registration of a fictitious name **Bill's Woodworks and More** for the conduct of business in Dauphin County, Pennsylvania, with the principal place of business being 390 Lumber Street, Middletown, PA 17057 was made to the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania on the 9th day of February, 2022 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: William Murphy, 390 Lumber Street, Middletown, PA 17057 f18

NOTICE IS HEREBY GIVEN that an application for registration of a fictitious name **ARLO Reverse Mortgage** for the conduct of business in Dauphin County, Pennsylvania, with the principal place of business being 2019 W. Chapman Ave., Orange, CA 92868 was made to the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania on the 7th day of February, 2022 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: All Reverse Mortgage, Inc., 2019 W. Chapman Ave., Orange, CA 92868. f18

MISCELLANEOUS NOTICES

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

TERM NO. 2020-CV-2378-MF

CIVIL ACTION - LAW

**NOTICE OF ACTION IN
MORTGAGE FORECLOSURE**

**BAYVIEW LOAN SERVICING, LLC,
PLAINTIFF**

VS.

**LESLIE BYRD SOLELY IN HER
CAPACITY AS HEIR OF LAURA
LENNOX, DECEASED, LOIS BYRD
SOLELY IN HER CAPACITY AS HEIR
OF LAURA LENNOX, DECEASED &
LINDA SHOMPER SOLELY IN HER
CAPACITY AS HEIR OF LAURA
LENNOX, DECEASED
MORTGAGOR AND REAL OWNER,
DEFENDANT**

NOTICE TO: LINDA SHOMPER Solely in Her Capacity as Heir of Laura Lennox, Deceased
and LESLIE BYRD Solely in Her Capacity as Heir of Laura Lennox, Deceased

THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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

YOUR HOUSE at 416 Center Street, Millersburg, PA 17061 is scheduled to be sold at Sheriff's Sale on Thursday, April 21, 2022, at 10:00 AM, in Dauphin County Administration Building, Commissioners Hearing Room, 2nd & Market Street, Harrisburg, PA 17101 to enforce the court judgment of \$44,554.46 obtained by BAYVIEW LOAN SERVICING, LLC against you.

NOTICE

IF YOU WISH to defend, you must take action, by entering a written appearance personally or by attorney and filing 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 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. 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.

DAUPHIN COUNTY
LAWYER REFERRAL SERVICE
213 N. Front Street
Harrisburg, PA 17101
717-232-7536

Michael T. McKeever
Attorney for Plaintiff
KML Law Group, P.C., PC
Suite 5000, BNY Independence Center
701 Market Street
Philadelphia, PA 19106-1532
f18 215-627-1322

**PUBLIC NOTICE TO
MELINDA LEONOR PENA AND
ISMAEL CORREA, SR.**

In Re: Adoption of Josiah Correa, A Minor

A PETITION has been filed asking the Court to put an end to all rights you have as a parent to your child, Josiah Correa. A Termination of Parental Rights Hearing has been scheduled for May 3, 2022, at 9:00 a.m., in Court Room No. 6006, of the York County Judicial Center, 45 North George Street, York, Pennsylvania, to terminate your parental rights to Josiah Correa (DOB: January 19, 2005), whose Father is Ismael Correa, Sr. and whose Mother is Melinda Leonor Pena. You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your child may be ended by the Court without your being present. You have a right to be represented at the hearing by a lawyer. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

ATTORNEY CONNECTION/YCBA
MODEST MEANS
137 East Market Street
York, Pennsylvania 17401

717-854-8755

<http://www.yorkbar.com/?page=YCBAFindEsq>

IF YOU CANNOT AFFORD an attorney, an attorney may be appointed by the court at no cost to you if you qualify. Contact the following office for instructions and forms to complete and file.

Clerk of the Orphans' Court
York County Judicial Center
45 North George Street
York, Pennsylvania 17401
717-771-9288

<http://yorkcountypa.gov/component/jdownloads/send/100-adopt-forms/824-packet-for-court-appted-counsel-and-financial-affidavit.html>

Martin Miller, Esquire
Solicitor for York County Offices of
Children, Youth & Families

A PROSPECTIVE adoptive parent of a child may enter into an agreement with a birth relative of the child to permit continuing contact or communication between the child and the birth relative or between the adoptive parent and the birth relative. An agency or anyone representing the parties in an adoption shall provide notification to a prospective adoptive parent, a birth parent and a child who can be reasonably expected to understand that a prospective adoptive parent and a birth relative of a child have the option to enter into a voluntary agreement for the continuing contact or communication. See 23 Pa.C.S.A. Section 2731, et seq. f18-m4

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

DOCKET NUMBER: 2021 CV 4478 MF

CIVIL DIVISION

**AJAX MORTGAGE LOAN TRUST 2018-F,
MORTGAGE-BACKED SECURITIES,
SERIES 2018-F, BY U.S. BANK
NATIONAL ASSOCIATION, AS
INDENTURE TRUSTEE, PLIANTIFF
VS.
CYNTHIA GORCZYCA AS KNOWN
HEIR OF PHYLLIS GEORGE,
DECEASED MORTGAGOR AND REAL
OWNER AND ALL UNKNOWN HEIRS,
SUCCESSORS AND ASSIGNS,
REPRESENTATIVES AND DEVISEES,
AND ALL PERSONS CLAIMING RIGHT,
TITLE OR INTEREST FROM OR UNDER
PHYLLIS GEORGE, DECEASED**

**MORTGAGOR AND REAL OWNER,
DEFENDANT**

**NOTICE OF SHERIFF'S SALE OF REAL
PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF
CIVIL PROCEDURE 3129**

TO: Cynthia Gorczyca as known Heir of Phyllis
George, Deceased Mortgagor and Real Owner

YOUR REAL ESTATE at 1052 North
Mountain Road, Harrisburg, PA 17112
scheduled to be sold at the Dauphin County
Sheriff's sale at the Dauphin County
Administration Building, 4th Floor,
Commissioners Hearing on April 21, 2022 at
10:00 A.M. to enforce the court judgment of
\$101,718.89 obtained by Ajax Mortgage loan
Trust 2018-F, Mortgage-Backed Securities,
Series 2018-F, by U.S. Bank National
Association, as Indenture Trustee 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 Ajax
Mortgage loan Trust 2018-F, Mortgage-Backed
Securities, Series 2018-F, by U.S. Bank
National Association, as Indenture Trustee the
back payments, late charges, costs and
reasonable attorney's fees due. To find out how
much you must pay, you may call Padgett Law
Group at (850) 422-2520.

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
notice on page two 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 Padgett
Law Group at (850) 422-2520.

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 that Sheriff the full amount due in the sale.
To find out if this has happened you may call
Padgett Law Group at (850) 422-2520.

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
bid which was paid for your house. A schedule
of distribution of the money bid for your house
will be filed by the Sheriff on a date specified by
the Sheriff no later than 30 days after the sale
date. 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
distribution is wrong) are filed with the Sheriff
within ten (10) days after the filing of said
schedule. You should check with the Sheriff's
Office by calling (570) 325-2821 to determine
the actual date of the filing of said schedule.

7. You may also have other rights and defenses,
or ways of getting your house 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 OR CANNOT
AFFORD ONE, GO TO OR TELEPHONE
THE OFFICE LISTED BELOW TO FIND
OUT WHERE YOU CAN GET LEGAL HELP.**

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

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

Dated: February 14, 2022
Jacqueline F. McNally, Esquire (201332)
Padgett Law Group
18 Campus Boulevard, Suite 100
Newtown Square, PA 19073
(850) 422-2520

f18 Attorney for Plaintiff

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

NO. 2021 CV 10044CV

CIVIL ACTION – LAW

JURY TRIAL DEMANDED

**DESIREE M. BROOKS, PLAINTIFF
VS.
DARNELLA A. MOORE, DEFENDANT**

NOTICE

DARNELLA A. MOORE has been sued regarding an automobile accident on February 24, 2020, in the 500 block of south 17th Street, Dauphin County, Pennsylvania. Darnella A. Moore struck a vehicle being driven by Desiree M. Brooks causing injuries.

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

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

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL 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

f18

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

NO. CP-14-MD-110-2022

CIVIL ACTION - LAW

**IN RE: 2015 FORD MUSTANG COUPE
VIN: 1FA6P8TH4F5374716**

NOTICE TO:

Zhou Shen
149 Wilson Street, Apt. 102
Middletown, PA 17057

YOU ARE HEREBY NOTIFIED that Karch Auto, through counsel, has filed a Petition to involuntarily transfer the title to the vehicle identified below, of which you are the owner. A hearing on the Petition has been scheduled. The information is provided to you consistent with the Court Order entered in this matter:

PLACE OF HEARING: Centre County Courthouse, Annex Courtroom, 106 East High Street, Bellefonte, Pennsylvania.

DATE/TIME OF HEARING: May 6, 2022 at 10:00 a.m.

YEAR/MAKE/MODEL of Car: 2015 Ford Mustang Coupe

VIN: 1FA6P8TH4F5374716

STOVER, McGLAUGHLIN, GERACE,
WEYANDT & McCORMICK, P.C.

Ronald S. McGlaughlin, Esquire
Attorney ID No. 41531

Attorney for Petitioner

919 University Drive

State College, PA 16801

(814) 231-1850 telephone

rsmcg@nittanylaw.com

f18

THIRD PUBLICATION

**MISCELLENOUS
NOTICES**

**NOTICE OF SUBMISSION AND
REQUEST FOR PUBLIC COMMENT:**

**Notice of Submission for Approval of
Proposed Sale and Transfer of Operations of
the Jewish Home of Greater Harrisburg and
the Transfer of its Net Assets
to the Jewish Community Foundation**

The Jewish Home of Greater Harrisburg ("JHGH"), a Pennsylvania nonprofit corporation, pursuant to the "Review Protocol for Fundamental Change Transactions Affecting Health Care Non-profits" has submitted a request to the Office of Attorney General ("OAG") for review and approval of its proposed sale and transfer of operations of JHGH and the transfer of its net assets to the Jewish Community Foundation ("JCF"), a nonprofit corporation, and contemporaneously the transfer of the net assets of the Jewish Home - United Jewish Community Supporting Foundation ("UJCSF"), the supporting foundation for JHGH, to JCF in conjunction with the winding up of the affairs and dissolution of JHGH and UJCSF. The request also includes the review of the proposed

repurposing of certain gifts held by JCF and UJCSF for the benefit of JHGH.

The OAG must review this transaction to ensure that the public interest in the charitable assets of the nonprofit organizations are fully protected and used for their proper charitable purpose and also to determine whether the proposed transaction will adversely affect the availability or accessibility of health care in the affected community or region. The OAG will review all public comments prior to making a final decision on the Submission.

Comments to the Submission **must be received on or before February 24, 2022** and should be directed to the following:

Commonwealth of Pennsylvania
Office of Attorney General
Charitable Trusts and Organizations Section
14th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
Phone: 717-783-2853
Facsimile: 717-787-1190
<http://www.attorneygeneral.gov>

Kimber L. Latsha, Esquire
LATSHA DAVIS & MARSHALL, P.C.
1700 Bent Creek Boulevard, Suite 140
Mechanicsburg, PA 17050
Phone: 717-620-2424
Fax: 717-620-2444
KLatsha@ldylaw.com

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BAR ASSOCIATION PAGE
Dauphin County Bar Association
213 North Front Street, Harrisburg, PA 17101-1493
www.dcba-pa.org
Phone: (717) 232-7536 Fax: (717) 234-4582

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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

Opinions Not Yet Reported

BAR ASSOCIATION PAGE
Dauphin County Bar Association
213 North Front Street, Harrisburg, PA 17101-1493
www.dcba-pa.org
Phone: (717) 232-7536 Fax: (717) 234-4582

LEGAL ASSISTANT: Small, friendly but very professional law office in beautiful Northcentral Pennsylvania (Lycoming County) needs a legal assistant for real estate and general litigation support. Please send letter of interest and resume to: PO Box 693, Jersey Shore, PA 17740. f11-25

CONFLICT ATTORNEY, Franklin County Branch, 39th Judicial District Court of Common Pleas. The County of Franklin, Pennsylvania invites qualified individuals or firms to submit letters of interest to perform the duties of a Conflict Attorney for the Franklin County branch of the 39th Judicial District Court of Common Pleas. Click here for more information. Letters of interest are due Friday, February 25, 2022, to cefake@franklincountypa.gov or by mail to: Franklin County Commissioners, 272 N. Second St., Chambersburg, PA 17201 f18-25



Richard B. Druby, Esquire – Mediator/Arbitrator **717-533-5406**
1135 East Chocolate Avenue, Suite 300, Hershey, PA 17033

RDruby@hersheypalaw.com **www.NDMediation.com**

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ATTORNEY DISCIPLINARY / ETHICS MATTERS

Representation, consultation and expert testimony in disciplinary matters and matters involving ethical issues, bar admissions and the Rules of Professional Conduct

James C. Schwartzman, Esq.

Judge, Court of Judicial Discipline • Former Chairman, Judicial Conduct Board of Pennsylvania • Former Chairman, Disciplinary Board of the Supreme Court of PA • Former Chairman, Continuing Legal Education Board of the Supreme Court of PA • Former Chairman, Supreme Court of PA Interest on Lawyers Trust Account Board • Former Federal Prosecutor • Named by his peers as *Best Lawyers in America* 2022 and 2015 Philadelphia "Lawyer of the Year" Ethics and Professional Responsibility Law and Legal Malpractice Law

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



HOOKER
— & —
HABIB PC

PATENTS, TRADEMARKS, COPYRIGHTS
AND UNFAIR COMPETITION

205 Grandview Ave Suite 403
Camp Hill, PA 17011
717-232-8771
hhpc@ptd.net
www.h-hpc.com

*Protecting the Value of Innovation
in Central Pennsylvania for over 50 years*