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ELIZABETH G. SIMCOX
Executive Director
KENDRA HEINBAUGH
Office Manager
BRIDGETTE L. HILBISH
CLE Coordinator/Reporter Designer

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Estate Notices

DECEDENTS ESTATES

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

FIRST PUBLICATION

Estate Notices

ESTATE OF RANDALL J. MILLER, JR., Late of Harrisburg, Pennsylvania, deceased October 7, 2017. Executor: Tracy Rish, Attorney: Angela S. Bransteitter, Esquire Pickford Law Office, 3400 Trindle Road, Camp Hill, PA 17011. m2-16

ESTATE OF MARGARET M. LEHMAN, late of Washington Township, Dauphin County, Pennsylvania (died: February 4, 2018). Co-Executor: David J. Hoffman, 6326 Pine Street, Harrisburg, Pennsylvania 17112 and Co-Executor: Shari B. Oxenrider, 39 N. 31st Street, Camp Hill, Pennsylvania 17011. Attorney: Gregory M. Kerwin, Kerwin & Kerwin, LLP, 4245 State Route 209, Elizabethtown, Pennsylvania 17023. m2-16

ESTATE OF JOHN A. PEIFFER, late of West Hanover Township, Dauphin County, Pennsylvania, (died: December 28, 2017). Executrix: Beth Ann Peiffer, c/o Edmund G. Myers, Attorney, Johnson, Duffie, Stewart & Weidner, 301 Market Street, P.O. Box 109, Lemoyne, PA 17043. m2-16

ESTATE OF GENEVIEVE C. CUTSHALL, late of Harrisburg, County of Dauphin, Commonwealth of Pennsylvania. Executor: Harry A. Dietz, 5544 Pine Street, Harrisburg, PA 17112 or Attorney: Heather D. Royer, Esquire, SMIGEL, ANDERSON & SACKS, LLP, 4431 North Front Street, Third Floor, Harrisburg, PA 17110. m2-16

ESTATE OF JOSEPH A. BRECHBILL, late of Derry Township, Dauphin County, PA, (died: February 4, 2018). Executrix: Louann Zinsmeister, c/o George W. Porter, Esquire, 909 East Chocolate Avenue, Hershey, Pennsylvania 17033. m2-16

ESTATE OF GWENDOLYN A. FASOLT, late of Dauphin County, Pennsylvania, (died: February 2, 2018). Co-Executors: Cynthia A. Kirkpatrick and Darlene L. Kapp. Attorney: Michael Cherewka, 624 North Front Street, Wormleysburg, PA 17043. m2-16

Harrisburg Housing Authority v. Lane**Landlord tenant - Eviction - Defective notice - Jurisdiction**

Plaintiff landlord sought summary judgment in its action to evict a public housing tenant for failure to pay rent. Plaintiff asserted that Defendant had failed to fully pay rent when due and also repeatedly made late rental payments. Defendant filed a cross motion for summary judgment alleging that she received a deficient termination notice and that her bankruptcy discharge of pre-petition debt cured any monetary default in breach of the lease terms.

1. A provider of public housing must comply with both state and federal laws and regulations in order to terminate a tenant's lease. The Pennsylvania Landlord and Tenant Act requires a pre-suit "notice to quit" and the federal HUD regulations require a "federal lease termination notice." HUD regulations allow the state and federal notices to be combined into a single "concurrent notice." *24 CFR § 966.4(1)(3)(iii)*.

2. Federal law and regulations require that the termination notice state the specific grounds for lease termination. *24 C.F.R. § 966.4(1)(3)(ii); 42 U.S.C.A. § 1437d(1)(4)*. A termination notice that completely omits a ground for lease termination utterly fails to comply with the law. It is the equivalent of no notice at all as to that ground.

3. Where a landlord provides a deficient pre-suit termination notice, the deficiency acts to deprive the magisterial district judge (MDJ) of subject matter jurisdiction to hear the case. However, the sole method by which a tenant may raise a jurisdictional challenge during proceedings before the MDJ is by the writ of *certiorari* procedure set forth in Pa.R.C.P.M.D.J. 1009A. If the tenant aggrieved by the MDJ's judgment fails to subsequently raise the issue by writ of *certiorari*, he or she can no longer raise it in the court of common pleas upon *de novo* appeal. *HHA v. Brown*, 118 Dauph. Co. Rptr. 372 (JJ. Kleinfelter, Lewis, Hoover, Clark; J. Turgeon dissenting)(1998).

4. A discharge of personal debt in bankruptcy, previously owed to the creditor as a result of a monetary breach of a lease, does not result in discharge of the underlying breach. *In re Lutz*, 82 B.R. 699, 704-05 (Bankr. M.D. Pa. 1988). The discharge merely prohibits the landlord from collecting the debt from the Debtor and does not constitute a cure of the default. *In re Rosemond*, 105 B.R. 8, 9 (Bankr. W.D. Pa. 1989).

Motions for Summary Judgment. C.P., Dau. Co., No. 2015 CV 3829 DJ.

Catherine E. Wyatt, for the Plaintiff

Matthew S. Rich, for the Defendant

Turgeon, J., February 13, 2018,

OPINION

Plaintiff landlord has filed a motion seeking summary judgment in its action to evict a public housing tenant for failure to pay rent. Defendant tenant has filed a cross motion for summary judgment arguing that plaintiff's action must be dismissed for a number of reasons including that it supplied her with a deficient pre-suit termination notice and because her bankruptcy discharge affords her relief from this eviction proceeding. For the reasons set forth below, I grant plaintiff's summary judgment motion.

Background

Plaintiff Harrisburg Housing Authority (HHA) is a provider of public housing and owner of Hillside Village apartments. Defendant Helen Lane has rented an apartment at Hillside Village since March 2006. On March 11, 2015, plaintiff provided defendant with a "Notice of Intent to Terminate and Lease Termination

Notice” (“termination notice”) by which plaintiff formally advised defendant that it sought her eviction due to her violation of Lease Sections III(C) and XV(B)(2). It further advised that the amount due on the account was \$2,890.48. (Complaint, Exbt. X) The two lease provisions cited in the notice as having been allegedly violated state as follows:

III. Amount of Rent and Due Date

...

C. Rent is DUE and PAYABLE, in advance, on the first (1st) day of each month and shall be considered delinquent after the 5th calendar day of the month. Rent may include utilities ... and includes all maintenance services due to normal wear and tear. ...

XV. Termination of the Dwelling Lease Agreement

...

B. In accordance with Federal Regulation, this Lease may be terminated for serious or repeated violations of the material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Tenant obligations set forth in Section X of this Lease, or for other good cause. Such serious or repeated violations or terms shall include but not be limited to:

...

2. Failure to pay rent, or other payments when due.

(Complaint, Exbt. A)

The termination notice further advised defendant that if she did not pay the amount due within fifteen days, it would initiate eviction proceedings. It also included language required under federal regulations advising defendant that she could pursue an informal grievance procedure with plaintiff within ten days to try to settle the matter and could also review and copy any housing authority records relevant to the proposed eviction. Defendant chose to forego the grievance procedure and plaintiff thus instituted an eviction action before a magisterial district judge (MDJ). After the MDJ issued a judgment awarding plaintiff possession and past due rent, defendant filed an appeal seeking de novo review.

On June 4, 2015, plaintiff filed its complaint in this court seeking possession and unpaid rent and fees. In the complaint, plaintiff alleged that over a nine-year period (between March 2006 and May 2015), defendant regularly failed to fully pay rent and maintenance costs due under the lease. (Complaint ¶¶ 12-29) Plaintiff attached a detailed ledger covering the period between June 1, 2011 and May 2015, which reflected the amount of monthly rent charged, maintenance costs incurred, defendant’s payment history and the total balance due (\$2,653.07). (Complaint Exbt. B and ¶ 28) Plaintiff asserted that defendant’s failure to fully pay her rent and costs was in violation of the two lease provisions cited in the termination notice for failure to pay rent when due (Sections III(C) and XV(B)(2)), as well as a new alleged lease violation for repeated late rental payments under Section XV(B)(3). (See Complaint ¶¶ 5, 33, 35, 36, 42). Section XV(B)(3) provides that a lease may be terminated for

3. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth (5th) of the month. Four (4) such late payments within a 12-month period shall constitute a repeated late payment.

After defendant failed to timely answer the complaint, plaintiff filed a notice of intent to take default judgment. Defendant thereafter filed for Chapter 7 bankruptcy protection and this action was stayed pending resolution of those proceedings. On October 4, 2015, the bankruptcy court granted defendant a discharge from any pre-petition debt she owed plaintiff and also lifted the automatic stay. Shortly after the stay was lifted, plaintiff obtained a default judgment in this action. Defendant filed a petition to open and/or strike the judgment within ten days following which the Hon. Bruce Bratton issued an order granting the petition to open.

After the matter was opened, defendant filed an answer with new matter in which she admits that she only partially paid the amount of rent due and maintenance costs charged for 2012, 2013, 2014, and 2015 (through May). She also admits her balance due through May 2015 was the amount alleged by plaintiff in the complaint (\$2,653.07). (Answer ¶¶ 21, 22, 24, 28) Defendant denies that she owed the amounts alleged by defendant for periods earlier than 2012 because she had been presented with no evidence of her debt. (Answer ¶¶ 8, 10, 12, 14, 16, 19) With regard to past due rent and costs, she asserts they were fully discharged in her bankruptcy proceeding. Defendant further argues the bankruptcy discharge precludes plaintiff from pursuing eviction under the lease since plaintiff's allegations for lease violations in the termination notice are based upon monetary breaches, and she no longer owes plaintiff any money.¹ (Answer ¶¶ 65-69) Defendant additionally raises as a defense that plaintiff violated her due process rights under federal law and regulations and the lease terms by failing to provide her with an adequate pre-suit termination notice. (Answer ¶¶ 70-81)

In its answer to new matter, plaintiff agrees that all of defendant's pre-petition debt has been discharged and that since plaintiff is current on post-petition rental payments it is not seeking past due rent but only possession. Plaintiff denies that the bankruptcy discharge warrants dismissal of its claims for breach of the lease and also denies that its pre-suit termination notice was deficient.

Plaintiff also included within its answer to new matter "additional new matter" in which it essentially asserted that defendant's mere litigation and defense of this action amounted to abuse of process. Defendant later filed preliminary objections seeking dismissal of the abuse of process claim. Following Judge Bratton's retirement, the matter was assigned to me and on December 12, 2016, I dismissed the abuse of process claim. At oral argument, the parties informed the court that in an effort to resolve this matter, defendant would seek alternative housing. Defendant failed to obtain such housing and plaintiff subsequently filed its summary judgment motion seeking possession. Defendant filed a cross-motion for summary judgment seeking a finding that possession be granted in her favor and plaintiff's complaint dismissed.

Legal Discussion

Plaintiff argues that the record before the court reveals no genuine issues of material fact and that it is entitled to judgment as a matter of law for possession of the rental unit. Pa.R.C.P. 1035.2(1). Specifically, plaintiff claims it is entitled to possession because defendant admits she failed to pay rent over many years in violation of the lease terms that require she pay rent when due (Sections III(C) and XV(B)(2)) and for making repeated late rental payments (Section XV(B)(3)).

¹ As noted, all of defendant's pre-bankruptcy debt owed to plaintiff under the lease was discharged in the bankruptcy proceeding. In addition, all lease payments due from defendant to plaintiff following the bankruptcy discharge have been paid by defendant into an escrow account and disbursed to plaintiff.

Defendant agrees there are no genuine issues of material fact but that summary judgment must be granted in her favor. She argues that the termination notice was deficient in two respects, in violation of her due process rights. The first is that plaintiff failed to include in the termination notice that it sought to evict her due to a violation of the repeated late payment provision (XV(B)(3)), an omission to which plaintiff admits. Since federal law and regulations require that the termination notice state the specific grounds for lease termination, defendant argues that the omission precludes plaintiff from raising that ground for the first time before this court. The second alleged termination notice deficiency is that its allegations of failure to pay rent under Sections III(C) and XV(B)(2), as set forth in the termination notice, failed to state the factual basis for the proposed termination of the lease with requisite specificity.

Finally, defendant alternatively argues the bankruptcy discharge warrants dismissal of plaintiff's action. Defendant characterizes the lease violations asserted against her by plaintiff to be monetary breaches. Defendant argues that since her pre-petition debt under the lease was discharged by the bankruptcy court and given that she is current with post-petition rent and costs, the discharge eliminated any grounds for her to be considered to have committed a monetary breach of her lease (i.e. she is no longer in violation of the provisions for failing to pay rent when due or making repeated late payments). She essentially argues her bankruptcy discharge cured her monetary breaches.

Summary judgment is properly granted in favor of the party who bears the burden of proof, as follows:

After the relevant pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for summary judgment in whole or in part as a matter of law

(1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report, or ...

Pa.R.C.P. No. 1035.2.

At the outset, I note that the record before the court includes defendant's admission that she failed to pay the full amount of monthly rent due and maintenance charges incurred on many occasions between 2012 and May 2015, which would violate Lease Sections III(C) and XV(B)(2) for failure to pay rent when due. She further admitted to the charges and payments reflected on the ledger attached to plaintiff's complaint. The ledger reflects that she made repeated late payments as defined in Lease Section XV(B)(3), which is failure to pay the amount of rent and charges due four times in a twelve-month period. The ledger reveals defendant violated this lease provision for calendar years 2012, 2013, 2014 and 2015.² (Complaint, Exbt. B) Thus, assuming plaintiff provided defendant with a proper termination notice and she

² Plaintiff asserted that defendant admitted she failed to pay rent when due over a nine-year period, between 2006 and 2015. The record does not support this claim which shows under plaintiff's own allegations, that defendant had a surplus balance in 2006 and 2007. The record is also in dispute as to defendant's balance between 2008 and 2011. In any event, there is undisputed evidence of defendant not paying rent when due or repeatedly making late payments from 2012 onward.

is not otherwise excused from complying with the lease terms due to her bankruptcy discharge, she breached the lease and is subject to eviction.

Resolution of the parties' summary judgment motions thus involves these two legal questions: (I) whether the pre-suit termination notice was deficient warranting dismissal of plaintiff's eviction action and/or (II) whether defendant's bankruptcy discharge precludes plaintiff from seeking her eviction for monetary based lease breaches (i.e. failure to pay rent when due and/or repeated late payments).

I. Pre-Suit Termination Notice: Alleged Deficiencies

As noted above, defendant's attack on the termination notice encompasses two separate arguments: (a) that the language in the termination notice concerning failure to pay rent when due under Sections III(C) and XV(B)(2) failed to comply with the law and lease terms since it was not sufficiently specific, and (b) plaintiff's failure to cite in the termination notice that defendant violated the repeated late payment provision under Lease Section XV(B)(3) precludes it from now raising that issue for the first time in its complaint on de novo appeal.

Before addressing the alleged termination notice deficiencies, it is necessary to understand the applicable federal law and regulations involved. As a provider of public housing, plaintiff HHA must comply with both state and federal laws and regulations in order to terminate a tenant's lease. The Pennsylvania Landlord and Tenant Act requires a pre-suit "notice to quit" and the federal HUD regulations require a "federal lease termination notice." 68 P.S. § 250.501 and 24 C.F.R. § 966.4(l)(3). HUD regulations allow the state and federal notices to be combined into a single "concurrent notice," the procedure utilized by plaintiff here. 24 C.F.R. § 966.4(l)(3)(iii).

The federal notice requirements arise from the United States Housing Act of 1937 which created housing benefits in numerous forms to provide decent, safe, and sanitary dwellings for families of lower income. 42 U.S.C.A. § 1437 *et seq.* A series of United States Supreme Court decisions in the early 1970's held such government benefits are protected property interests which cannot be terminated under the Fourteenth Amendment without due process of law. See e.g., Goldberg v. Kelly, 397 U.S. 254, 90 S.Ct. 1011 (1970) (welfare benefits); Mathews v. Eldridge, 424 U.S. 319, 96 S.Ct. 893 (1976) (social security disability benefits). A housing authority must have reasonable justification to terminate or refuse to renew a lease. Joy v. Daniels, 479 F.2d 1236 (4th Cir. 1973). See, 42 U.S.C. §§ 14537d(1)(4) and 1437f(d)(1)(B) (requiring "good cause" for tenancy termination). HUD regulations reflect these principles and set forth separate notice and hearing requirements depending upon the type of housing program involved. See e.g., 24 C.F.R. § 966.4(l) (public housing); §§ 247.3 and 247.4 (Section 8 housing); and §§ 982.310 and 983.1(d) (specified Section 8 housing). HUD regulations regarding lease termination notice to a public housing tenant like the defendant here require as follows:

(3) Lease termination notice.

- (ii) The notice of lease termination to the tenant **shall state specific grounds for termination**, and shall inform the tenant of the tenant's right to make such reply as the tenant may wish. The notice shall also inform the tenant of the right (pursuant to Sec. 966.4(m)) to examine PHA documents directly relevant to the

termination or eviction. When the PHA is required to afford the tenant the opportunity for a grievance hearing, the notice shall also inform the tenant of the tenant's right to request a hearing in accordance with the PHA's grievance procedure.

24 C.F.R. § 966.4(l)(3)(ii) (emphasis added).³ A public housing authority, in exchange for public funding, agrees to comply with the provisions of the Housing Act. Farley v. Philadelphia Housing Authority, 102 F.3d 697, 698 (3rd Cir. 1996). HUD regulations, which are issued under congressional directive to implement specific statutory norms, have the full force and effect of federal law. Samuels v. District of Columbia, 770 F.2d 184, 199 (D.C. Cir. 1985).

Thus, plaintiff was required under federal law and its regulations to tender a lease termination notice to tenant that provided the specific grounds therefor. Furthermore, the parties' lease incorporated the Housing Act requirements and regulation language, forming an additional contractual basis requiring plaintiff provide specific notice. (Complaint Exbt. A, Lease Section IX(A)(8) (notice shall state "the specific grounds for any proposed adverse action by HHA"))

Many courts addressing the issue have held that where a landlord provides a deficient pre-suit termination notice under either public housing or subsidized housing regulations, the deficiency acts to deprive the tribunal of subject matter jurisdiction. See e.g. Jefferson Garden Associates v. Greene, 520 A.2d 173, 182 (Conn. 1987); Hedco, Ltd. v. Blanchette, 763 A.2d 639, 643 (R.I. 2000); Riverview Towers Assocs. v. Jones, 817 A.2d 324 (N.J. App.Div.2003); and Jackson Terrace Ass'n. v. Paterson, 589 N.Y.S.2d 141, 142 (N.Y. Dist. Ct. 1992); see also, Bella Vista Apartments v. Herzner, 796 N.E.2d 593, 595 (Oh. Mun. Ct. 2003). To this court's knowledge, no Pennsylvania appellate court has directly addressed the issue. Numerous Pennsylvania trial courts have done so, however, and appear somewhat split on the consequence of deficient pre-suit termination notice, many finding it is a question of whether the tribunal has subject matter jurisdiction to reach the eviction claim and others finding it a question of whether the landlord has adequately set forth a cause of action for eviction.⁴ Of those trial courts finding it to be a question of subject matter jurisdiction, there appears a

³ The HUD regulation at issue, Section 966.4(l)(3)(ii), derived from Housing Act Section 6(k)(1), requires:

The Secretary shall by regulation require each public housing agency receiving assistance under this chapter to establish and implement an administrative grievance procedure under which tenants will -

(1) be advised of the specific grounds of any proposed adverse public housing agency action; ...

42 U.S.C. § 1437d(k)(1). The federal regulations reflect this requirement in two places. Section 966.4(e)(8) generally states it is the PHA's obligation "[t]o notify the tenant of the specific grounds for any proposed adverse action by the PHA." "Adverse action" by a PHA includes lease termination. 24 C.F.R. § 966.4(e)(8). As noted, 24 C.F.R. § 966.4(l)(3)(ii) requires the notice state "specific grounds for termination."

⁴ See e.g., In re Ice Treats One, Inc., 2011 WL 4017506 at *7 fn. 14 (Bankr. E.D. Pa. 2011) (noting the "split in the law of Pennsylvania, at least at the trial court level, on this issue of whether the trial court (i.e., the court of common pleas) lacks jurisdiction over an appeal de novo from the district court if the [MDJ] did not have proper jurisdiction when he or she rendered judgment") (citing cases). Cases holding that defective notice goes to the tribunal's subject matter jurisdiction include Dwyer v. Dwyer, 43 Cumb. Rptr. 206 (Cumb. C.P. 1994); Dash v. Haines, 43 Cumb. Rptr. 210 (Cumb. C.P. 1994); Gafoor Realty v. Upshaw, 140 P.L.J. 122, 122 n. 1 (Alleg. C.P. 1991); Fulton Terrace Ltd. Partnership v. Riley, 4 D.&C. 4th 149 (Fulton C.P. 1989); Pakyz v. Weiser, 15 Adams Leg. J. 196 (Adams C.P. 1974); Patrycia Bros. v.

further split amongst trial courts as to whether, once a tenant seeks de novo appeal from an MDJ judgment, the jurisdictional attack can be raised before the trial court or whether it is waived by the tenant for failing to follow the procedure set forth under the MDJ rules that require challenges to the MDJ's subject matter jurisdiction be brought by filing a writ of certiorari with the trial court (discussed in greater detail below).⁵

Dauphin County wrestled with these and related issues in number of decisions issued in the 1990's concerning notice deficiencies in landlord-tenant cases, including the proper procedural method for raising such deficiencies following litigation before the MDJ. *See, Edison Village v. White*, 112 Dauph. Co. Rptr. 344 (1992) (J. Kleinfelter); *Pheasant Hill Estates v. Milovich*, 116 Dauph. Co. Rptr. 284, 33 Pa. D. & C.4th 74 (Dauphin 1996) (J.J. Clark, Turgeon, Hoover) (overruled in part by *Brown II*); *HHA v. Brown (Brown I)*, 118 Dauph. Co. Rptr. 257 (1998) (J.J. Kleinfelter, Lewis, Hoover); *HHA v. Brown (Brown II)*, 118 Dauph. Co. Rptr. 372 (J.J. Kleinfelter, Lewis, Hoover, Clark; J. Turgeon dissenting) (1998). *See also, Rutherford Park Townhomes, Assoc. v. Arter*, 2005 CV 3457 DJ (Dauph. C.P. 2006) (J. Turgeon) (unpublished) and *Harrisburg Park Apts. v. Washington*, No. 2005 CV 3030 MP (Dauph. C.P. 2006) (J. Turgeon) (unpublished).

In *Brown II*, this court resolved both questions, including whether deficient notice goes to the MDJ's subject matter jurisdiction to hear the matter, and if so, how that issue must be raised before the trial court following the MDJ's decision. I summarized the holding in *Brown II* in *Rutherford Park Townhomes, Assoc. v. Arter*, as follows:

... A five-judge panel of this court previously addressed [] assertions of deficient termination notice in *Harrisburg Housing Authority v. Brown*, 118 Dauph. Co. Rptr. 372 (Dauph. C.P. 1998) ("*Brown II*") (Turgeon, J. concurring and dissenting). In that case, a magisterial district judge [Fn omitted] issued a judgment in favor of the landlord and directed tenant's eviction. The tenant filed a de novo appeal with this court. After the landlord was directed to file a complaint, the tenant filed preliminary objections raising both a demurrer and seeking dismissal for lack of subject matter jurisdiction on the basis that the pre-suit termination notice was deficient for failing to [] specify the reasons for the termination as required under the applicable HUD regulations. [Fn3]

FN3 The regulation applicable to public housing tenants required that the termination notice "shall state specific grounds for termination." 24 C.F.R. § 966(l)(3)(ii).

In addressing the procedural method by which a tenant should raise deficient pre-suit notice, the *Brown II* majority held that deficient notice deprives the [MDJ] of subject matter jurisdiction to hear the case. *Id.* at 376. [Fn4 omitted] The court went on to hold, however, that the sole method by which a tenant may raise a jurisdictional challenge during proceedings before the [MDJ] is by the writ of certiorari procedure set forth in Pa.R.C.P.M.D.J. 1009. *Id.* at 377 ("this procedure is the clear course to follow when raising jurisdictional concerns"). Certiorari entails

McKeefrey, 38 D.&C. 2d 149 (Del. C.P. 1966). Other trial courts have addressed defective notice as a question of whether the landlord seeking eviction and possession has stated a cause of action (legal sufficiency/ demurrer), including *Pheasant Hill Estates Assocs. v. Milovich*, 33 Pa. D. & C.4th 74, 78 (Dauph. C.P. 1996) (overruled in part by *Brown II*, *infra.*); *Pittsburgh Factors v. Thornton*, 146 P.L.J. 6, 8 (Alleg. C.P. 1997) and *Brinton Manor Apartments v. McKinley*, 142 P.L.J. 51 (Alleg. C.P. 1994).

⁵ *See e.g.*, cases cited in *Brown II*, *infra.* at 376-77 (including *Dash*, *Dwyer* and *Fulton Terrace*, *supra.*); *see also, Allegheny Hous. Rehab. Corp. v. Wilson*, 17 Pa. D. & C.4th 513 (Alleg. C.P. 1992).

the common pleas court's examination of the proceedings before the [MDJ] to determine questions raised under Rule 1009A. Pa.R.C.P.M.D.J. 1001. Under this procedure, an "aggrieved" defendant (i.e. one who loses a judgment before the [MDJ]) may file a writ of certiorari seeking to set aside the [MDJ's] judgment on the basis of lack of subject matter jurisdiction, lack of personal jurisdiction or improper venue. [Fn5] Pa.R.C.P.M.D.J. 1009A. The majority went on to conclude that because the tenant in Brown II failed to raise the jurisdictional issue by writ of certiorari, she lost her right to raise it later after she filed her appeal in the court of common pleas. Id. at 379.

[Fn5] In addition, both an aggrieved plaintiff or an aggrieved defendant may also challenge the judgment on the basis of gross irregularity of procedure. Pa.R.C.P.M.D.J. 1009A. Rule 1009 provides, in relevant part, as follows:

Rule 1009. Praeceptum for Writ of Certiorari

A. Unless he was the plaintiff in the action before the magisterial district judge, a party aggrieved by a judgment may file with the prothonotary of the court of common pleas a praecipe for a writ of certiorari claiming that the judgment should be set aside because of lack of jurisdiction over the parties or subject matter, improper venue or such gross irregularity of procedure as to make the judgment void. If the party aggrieved by the judgment was the plaintiff in the action before the magisterial district judge, he may file a praecipe for a writ of certiorari only on the last mentioned ground.

B. If lack of jurisdiction over the parties or the subject matter is claimed, the praecipe may be filed at any time after judgment. Otherwise it shall be filed within thirty (30) days after the date of the judgment.

...

The Brown II majority thus made two procedural holdings relevant to resolution of the issues presented in the case before us: (1) deficient pre-suit notice of termination goes to the [MDJ's] subject matter jurisdiction over the controversy; and (2) if the tenant aggrieved by the [MDJ's] judgment fails to subsequently raise the issue by writ of certiorari, he or she can no longer raise it in the court of common pleas upon de novo appeal. [Fn6 omitted] Although I disagree with both holdings, as fully discussed in my dissent to Brown II, the majority's opinion established the law of this court on these issues and that "absent the most compelling circumstances, a judge [in a different case] should follow the decision of a colleague on the same court when based on the same set of facts." Yudacufski v. Commonwealth, Dept of Transp., 454 A.2d 923, 926 (Pa. 1982).

While the Brown II majority did not directly so state, it is clear from its holding that it considered the tenant's failure to raise lack of subject matter jurisdiction by writ of certiorari as a waiver of that issue [upon de novo appeal] at the common pleas' level. ...

Id. at pp. 2-4 (emphasis added).

With these holdings in mind, I turn to the legal issues raised concerning the alleged deficiencies in plaintiff's termination notice.

(a) *Lack of Specificity in Termination Notice of Alleged Lease Violations under Sections III(C) and XV(B)(2) (failure to pay rent when due)*

This court's research indicates that Brown II is still good law. As such, it is determinative in resolving the first termination notice deficiency issue raised. That is, defendant's failure to file a writ of certiorari before this court attacking the MDJ's decision for lack of subject matter jurisdiction over her eviction action due to a defective termination notice for failing to advise her with requisite specificity of her lease violations under Sections III(C) and XV(B)(2) (for failure to pay rent when due), acts as a waiver of her right to bring that challenge here on de novo appeal. Id.⁶

(b) Lack of Specificity/Omission in Termination Notice of Alleged Lease Violation under Section XV(B)(3) (repeated late payment)

With regard to the other notice deficiency raised by defendant – that her alleged violation of Section XV(B)(3) for repeated late payment cannot be raised by plaintiff in this court for the first time since plaintiff failed to cite that as a ground for eviction in the termination notice – this court agrees that it warrants dismissal of plaintiff's claim for eviction, based upon this ground.

Federal law and regulations require that the termination notice state the specific grounds for lease termination. 24 C.F.R. § 966.4(1)(3)(ii); 42 U.S.C.A. § 1437d(1)(4). A termination notice that completely omits a ground for lease termination utterly fails to comply with the law. It is the equivalent of no notice at all as to that ground. Such an omission is not a minor defect that can be cured upon later proceedings before the MDJ and/or common pleas court and is properly attacked in this court.

Plaintiff argues that it was proper to add this new ground for lease termination in its complaint upon de novo appeal. It claims that under the applicable MDJ rules, upon de novo appeal, the action before the trial court “may not be limited with respect to ... added or changed averments or otherwise because of the particulars of the action before the magisterial district judge ...” Pa.R.C.P.M.D.J. 1007(B). As set forth above, a proper termination notice must be tendered to a public housing tenant in order to satisfy the tenant's constitutional right to due process. Generally, the failure to provide such notice deprives the tribunal of subject matter jurisdiction. A failure to include notice of the ground upon which the landlord seeks to evict a tenant is fundamental to the eviction action. The MDJ Rules permitting added and changed averments once an action has been commenced in the trial court upon de novo appeal cannot correct such a fundamental omission. If that were the case, a landlord would have no incentive to include all grounds upon which it seeks eviction, given that it could always add new grounds in later proceedings. This would nullify a tenant's due process rights and clearly violate HUD regulations.

Furthermore, an omission in the termination notice leaves the tenant with no knowledge of the ground for eviction that the landlord might potentially raise at some later point. This lack of knowledge leaves the tenant with no recourse at the time the termination notice is tendered to explore the unknown lease violation through the grievance procedure or to later raise the initial tribunal's lack of subject matter jurisdiction. This is unlike a situation where the tenant receives a termination notice that cites some kind of

⁶ Defendant cites to this court's pre-Brown II decision in Pheasant Hill Estates v. Milovich, supra, as supporting her claim that she can attack pre-suit termination notice deficiencies on de novo appeal following an adverse ruling by the MDJ. To the extent Pheasant Hill Estates so holds, it was overruled by Brown II.

ground for eviction but fails to provide necessary specificity. In that case, the tenant has notice and can raise this issue during the grievance procedure or later on grounds of lack of subject matter jurisdiction/deficient termination notice by filing a writ of certiorari in the trial court. Where the landlord completely omits a ground for eviction in the termination notice, the landlord fails to provide the tenant with the opportunity to raise the omission by filing the writ. Instead, the tenant's first opportunity to raise the issue is after the matter has been litigated before the MDJ and a de novo appeal has been filed with the trial court, as defendant has done here. In this sense, this case presents a similar procedural posture as that presented in my decision in Harrisburg Park Apts. v. Washington, *supra*:

In this case, however, only the first holding [from Brown II] is applicable; that is, deficient termination notice goes to the tribunal's jurisdiction over the subject matter. The second part of the Brown II holding does not apply because the tenant here was not "aggrieved" by the district judge's judgment. Compare, Rutherford Park Townhomes Associates v. Arter, *supra* (aggrieved tenant must raise lack of subject matter jurisdiction by writ of certiorari, following Brown II). In a case where the tenant is not the aggrieved party in the district judge proceeding, the tenant has no right to utilize the writ of certiorari procedure to challenge jurisdiction, nor would the tenant have any reason to do so since the tenant prevailed. See, Pa.R.C.P.M.D.J. 1009A (footnote 5). **Instead, the tenant's first opportunity to raise a tribunal's lack of subject matter jurisdiction over an eviction action would not occur until after the landlord appealed from the district judge's judgment and filed its complaint in the court of common pleas seeking the tenant's eviction.**

... The law is clear that a question of whether a tribunal maintains subject matter jurisdiction over a controversy can never be waived and may in fact be raised at any stage of the proceedings by any party, as well as by the court *sua sponte*. Blackwell v. State Ethics Comm'n, 567 A.2d 630, 636 (Pa. 1989); McGinley v. Scott, 164 A.2d 424, 427-28 (Pa. 1960).

Id. at 5-6 (emphasis added).

As in Washington, defendant's first opportunity to raise the termination notice deficiency/omission is in the trial court following a de novo appeal. As such, defendant has properly and timely attacked in this proceeding the new eviction ground cited by plaintiff in its complaint. Judgment must therefore be granted as a matter of law in defendant's favor on plaintiff's claim she breached Lease Section XV(B)(3) for repeated late rental payments.

I thus find that, with regard to defendant's attack on the termination notice, plaintiff has properly asserted a breach of the lease based upon grounds of failure to pay rent when due (Sections III(C) and XV(B)(2)). Defendant's claim that these grounds were insufficiently asserted in plaintiff's termination notice was waived by her failure to attack the insufficiency by filing a writ of certiorari challenging the MDJ's subject matter jurisdiction, under the MDJ Rule 1009A. On the other hand, plaintiff's addition of an entirely new eviction ground in its trial court complaint for repeated late rental payments (Section XV(B)(3)), which was not included in the termination notice, is a fatal defect depriving this court of subject matter jurisdiction over that claim. As such, as a matter of law, plaintiff is precluded from pursuing defendant's eviction upon that ground.

II. Effect of Bankruptcy Proceeding and Discharge of Pre-Petition Debt

In her final claim, defendant argues that her Chapter 7 bankruptcy discharge of pre-petition debt amounts to a discharge of any default under the lease. Defendant reasons that the breach upon which plaintiff is relying to terminate her lease (failure to pay rent when due), is a monetary breach and because her debt to plaintiff has been discharged and because she is current on post-petition rental payments, she can no longer be considered in breach of any monetary provisions of the lease. Defendant essentially argues that any prior monetary default has been cured by the bankruptcy discharge. In support, she cites the following Bankruptcy Code language:

§ 524. Effect of discharge

(a) A discharge in a case under this title--

...

(2) operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such debt **as a personal liability** of the debtor, whether or not discharge of such debt is waived; and ...

11 U.S.C.A. § 524 (emphasis added).

This court agrees with plaintiff that this language does not support defendant's claim. Instead, the language clearly limits defendant's discharge to one of personal liability, precluding plaintiff from attempting to collect or recover defendant's pre-petition debt. *Id.* Defendant has otherwise failed to cite any law supporting her contention that a discharge of personal debt in bankruptcy, previously owed to the creditor as a result of a monetary breach of a lease, results in discharge of the underlying breach. Instead, case law supports the opposite finding. In *In re Lutz*, the Bankruptcy Court for the Middle District of Pennsylvania held as follows:

... A discharge in bankruptcy relieves the debtors of personal liability for the missed payments. The landlord, thus, cannot bring an action against the debtors to collect those payments. **This court finds no evidence in the Bankruptcy Code or its legislative history to indicate that the discharge was intended to cure defaults in leases or other executory contracts and thereby reinstate them.** In fact, a debtor's right to "cure" defaults and thus, to require a creditor to continue to do business with that individual is carefully tailored to protect the creditor's economic interests. Section 365 of the Code allows a trustee to assume an executory contract only after both curing the default and providing adequate assurance of future performance. ... **This court concludes that a debtor's discharge in bankruptcy eliminates only the debtor's personal liability for any defaults in a contractual obligation. A contractual provision allowing another party to the contract to terminate the agreement upon the debtor's default remains effective unless applicable law permits the debtor to cure the default and the debtor, in fact, does so.**

In re Lutz, 82 B.R. 699, 704-05 (Bankr. M.D. Pa. 1988) (emphasis added). See also, *In re Rosemond*, 105 B.R. 8, 9 (Bankr. W.D. Pa. 1989) ("the discharge merely prohibits the landlord from collecting the debt from the Debtor and does not constitute a cure of the default") (citing *In Re Lutz* at 705); and *Pelkoffer v. Deer*, 144 B.R. 282, 284 (W.D. Pa. 1992) ("debtor's discharge in bankruptcy eliminates only debtor's personal liability for any defaults in contractual obligations") (citing *In Re Lutz*).

As alluded to in the excerpt quoted above from In re Lutz, during the course of a bankruptcy proceeding, a tenant can assume an unexpired lease *so long as he or she cures the lease default* pursuant to the conditions set forth under Bankruptcy Code Section 365, which provides in relevant part:

§ 365. Executory contracts and unexpired leases

* * *

(b)(1) **If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless**, at the time of assumption of such contract or lease, **the trustee** —

(A) **cures**, or provides adequate assurance that the trustee will promptly cure, **such default** . . . ;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

(d)(1) In a case under chapter 7 of this title, if the trustee does not assume or reject an executory contract or unexpired lease of residential real property or of personal property of the debtor within 60 days after the order for relief, or within such additional time as the court, for cause, within such 60-day period, fixes, then such contract or lease is deemed rejected.

11 U.S.C.A. § 365 (emphasis added) see, In re Ice Treats One, Inc., 2011 WL 4017506 at *5 (Bankr. E.D. 2011) (“a debtor in a bankruptcy case has a right to assume an unexpired lease pursuant to the conditions set forth in 11 U.S.C. § 365”).

Thus, in order for defendant to have obtained a discharge of her underlying monetary breach of the lease, she must have assumed the lease during the bankruptcy proceeding and paid all past due rent and charges, or otherwise provided assurance of prompt future payment of her pre-petition debt and assurance of future payment; i.e., cured her monetary default under the lease. 11 U.S.C.A. § 365(b)(1)(A). See, Housing Auth. of the City of Pittsburgh v. Smith, 2014 WL 7016081, at *5 (W.D. Pa. 2014) (in order for a tenant-debtor “to retain the benefits of unexpired leases, they must assume and/or cure any defaults under those contracts”). Clearly, under the law, defendant’s discharge from personal liability for pre-petition debt did not trigger a discharge of her default under the lease.⁷ Because plaintiff is not precluded from seeking

⁷ This court’s review of the law reflects that, under Pa. Landlord and Tenant Law, defendant can still cure her monetary default and discharge the underlying monetary breach of the lease for failure to pay rent by paying all past due amounts owed to plaintiff at any point up to the date of eviction. 68 P.S. § 250.503(c) (“At any time before any writ of possession is actually executed, the tenant may, in any case for the recovery of possession solely because of failure to pay rent due, supersede and render the writ of no effect by paying to the writ server, constable or sheriff the rent actually in arrears and the costs.”); see also, Pa.R.C.P.M.D.J. 518 (implementing Section 250.503(c)) and In re Ice Treats One, Inc. supra at *8 (“Under Pennsylvania law, it is well established that ‘a tenant has the right to cure’ . . . monetary defaults ‘under a

defendant's eviction for breach of the lease for failure to pay rent when due, and because defendant has admitted to such breach, judgment must be granted in plaintiff's favor.

Accordingly, I enter the following:

ORDER

AND NOW, this 13th day of February, 2018, upon consideration of the parties' Cross Motions for Summary Judgment, it is hereby directed that Plaintiff's Motion is **GRANTED** and Plaintiff is awarded possession of the property known as 1600-D Hillside Village, Harrisburg Pa., 17103. Plaintiff's request for costs of suit, counsel fees and other charges is **DENIED**. Defendant's Motion is **DENIED**.

lease until actual execution of the writ of possession' ... Because a tenant has this right to cure, "a lease is not terminated when such termination is based solely on monetary defaults until actual execution of the writ of possession.") (citations omitted). Of course, defendant's bankruptcy discharge relieves her of any obligation to pay pre-petition rent and costs; however, if she desires to cure her monetary default under the lease, she must pay as required under the Landlord and Tenant Law.

FIRST PUBLICATION

Estate Notices

NOTICE IS HEREBY GIVEN that The Bryn Mawr Trust Company is the duly appointed and qualified trustee of the Estate Plan Agreement of Trust of Mary P. Simmons. **ESTATE OF MARY P. SIMMONS**, late of Lower Allen Township, Cumberland County, Pennsylvania, the Settlor, (died: December 27, 2017). Trustee: The Bryn Mawr Trust Company, Attn: Kelly J. Groscost, AVP & Trust Advisor, One East Chocolate Avenue, Suite 200, Hershey, PA 17033. m2-16

ESTATE OF JUDITH ANN KASTER, late of Wiconisco Township, Dauphin County, Pennsylvania (died: January 30, 2018). Co-Executrix: Lori Ann Herb, 406 Pottsville Street, Lykens, Pennsylvania 17048 and Co-Executrix: Sally Ann Smeltz, 504 East Grand Avenue, Tower City, Pennsylvania 17980. Attorney: Gregory M. Kerwin, Kerwin & Kerwin, LLP, 4245 State Route 209, Elizabethtown, Pennsylvania 17023. m2-16

ESTATE OF SHIRLL A. SMITH, late of Upper Paxton Township, Dauphin County, Pennsylvania. Executrix: Susan C. Smith, 933 State Street, Millersburg, PA 17061. Attorney: Earl Richard Etzweiler, Esquire, 105 N. Front Street, Harrisburg, PA 17101; (717) 234-5600. m2-16

ESTATE OF ELEANOR E. ARTZ, late of the Borough of Elizabethtown, County of Dauphin, Pennsylvania (died January 20, 2018). Co-Executors: Thomas E. Artz, 213 Dell Road, Hegins, Pennsylvania 17938, James A. Artz, 992 Emerald Lane, Millersburg, Pennsylvania 17061, David A. Artz, 339 Clarks Valley Road, Tower City, Pennsylvania 17980; Attorney: Terrence J. Kerwin, Kerwin & Kerwin, LLP, 4245 State Route 209, Elizabethtown, Pennsylvania 17023. m2-16

ESTATE OF INGRID E. BOHN, late of Lower Paxton Township, Dauphin County, Pennsylvania, (died: January 8, 2018). Executrix: Dana M. Bohn, of Harrisburg, Pennsylvania. Attorney: Jacqueline A. Kelly, Esquire, c/o JSDC Law Offices, 555 Gettysburg Pike, Suite C400, Mechanicsburg, PA 17055; (717) 533-3280. m2-16

ESTATE OF DELLA E. MILLER, late of the County of Dauphin and Commonwealth of Pennsylvania. Executor: Robert E. Miller, Jr., 626 Paige Hill Road, New Bloomfield, PA 17068. m2-16

ESTATE OF AUDREY K. MILLER, late of West Hanover Township, Dauphin County, Pennsylvania (died: February 7, 2018). Executrix: Linda Ibaugh, 6201 Nassau Road, Harrisburg, Pennsylvania 17112; Attorney: Terrence J. Kerwin, Esquire, Kerwin & Kerwin, LLP, 4245 State Route 209, Elizabethtown, PA 17023. m2-16

ESTATE OF MIRIAM R. WORLEY, late of Derry Township, Dauphin County, PA, (died: February 11, 2018). Co-Executors: George A. Worley and John R. Worley, c/o George W. Porter, Esquire, 909 East Chocolate Avenue, Hershey, Pennsylvania 17033. m2-16

ESTATE OF JOHN R. OREN, JR., late of the Township of Swatara, Dauphin County, PA, (died: December 4, 2017). Administratrix: TERRI JO OREN, c/o Kenneth F. Lewis, Esquire, 1101 North Front Street, 1st Floor, Harrisburg, PA 17102 or to Attorney: KENNETH F. LEWIS, 1101 North Front Street, 1st Floor, Harrisburg, PA 17102. m2-16

ESTATE OF JOSEPH F. MAYERS a/k/a JOSEPH FRANCIS MAYERS late of the City of Harrisburg, Dauphin County, PA, (died: December 20, 2017). Executor: Joseph Sisko, c/o Daniel R. Coleman, Esq., 300 W. State St., Ste. 300, Media, PA 19063 or to Attorney: Daniel R. Coleman, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, P.C., 300 W. State St., Ste. 300, Media, PA 19063. m2-16

SECOND PUBLICATION

Estate Notices

ESTATE OF ETHEL V. HESS, late of East Hanover Township, Dauphin County, PA, (died: August 27, 2017). Executrix: Dorothy M Cassel, Executrix, c/o George W. Porter, Esquire, 909 East Chocolate Avenue, Hershey, Pennsylvania 17033. f23-m9

ESTATE OF LINDA S. LEISTER, late of Harrisburg, PA, (died: January 22, 2018). Executor: Stephen A. Altland, 4304 York Street, Harrisburg, PA 17111. Attorney: Chad J. Julius, Esq., 8150 Derry Street, Suite A, Harrisburg, PA 17111. f23-m9

ESTATE OF JOYCE A. FOERSTER, late of Londonderry Township, Dauphin County, PA (died: December 30, 2017). Executor: Ray E. Shrauder, c/o 50 East Market Street, Hellam, PA 17406. Attorney: Alexis K. Sipe, Esquire, 50 East Market Street, Hellam, PA 17406. f23-m9

ESTATE OF NORMA L. SLATER a/k/a NORMA LEE SLATER, late of Susquehanna Township, Dauphin County, Pennsylvania, (died: January 27, 2018). Co-Executors: Deborah R. Wire and Eric M. Slater, c/o Hazen Law Group, 2000 Linglestown Road, Suite 202, Harrisburg, PA 17110 or to Estate of Norma L. Slater c/o Hazen Law Group, 2000 Linglestown Road, Suite 202, Harrisburg, PA 17110. f23-m9

SECOND PUBLICATION

Estate Notices

ESTATE OF BROCK J. LAUDENSLAGER, late of Middletown Borough, Dauphin County, Pennsylvania. Administratrix: Mechelle L. Webster, 433 S. Catherine Street, Middletown, PA 17057. Attorney: Earl Richard Etzweiler, Esquire, 105 N. Front Street, Harrisburg, PA 17101, (717) 234-5600. f23-m9

ESTATE OF DOUGLAS E. KREISER, late of Susquehanna Township, Dauphin County, Pennsylvania, (died: January 18, 2018). Personal Representative: Donald E. Kreiser, 2055 N. Union Street, Middletown, PA 17057 or to Attorney: Jean D. Seibert, Esquire, CALDWELL & KEARNS, PC, 3631 North Front Street, Harrisburg, PA 17110. f23-m9

ESTATE OF BARBARA HNYLANSKI, late of the City of Harrisburg, Dauphin County, Pennsylvania. Administrator: Ronald D. Butler, 1007 Mumma Road, Suite 101, Lemoyne, PA 17043 or to Butler Law Firm, 1007 Mumma Road, Suite 101, Lemoyne, PA 17043. f23-m9

ESTATE OF GEORGE L. ADAMS, late of Swatara Township, Dauphin County, Pennsylvania. Administrator: Ronald D. Butler, 1007 Mumma Road, Suite 101, Lemoyne, PA 17043 or to Butler Law Firm, 1007 Mumma Road, Suite 101, Lemoyne, PA 17043. f23-m9

ESTATE OF ALVIN W. MESSICK, late of Conewago Township, Dauphin County, Pennsylvania. Executor: Fern M. Messick, c/o Craig A. Hatch, Esquire, HALBRUNER, HATCH & GUISE, LLP, 2109 Market Street, Camp Hill, PA 17011. f23-m9

ESTATE OF MICHAEL WALTER HOLDER, of Hampden Township, Cumberland County, Pennsylvania. Executrix: APRIL ELAINE HOLDER, 504 Ellen Road, Camp Hill, PA 17011 or to Attorney: KATHLEEN B. MURREN, ESQ., SkarlatosZonarich, LLC, 17 S. 2nd St., Floor 6, Harrisburg, PA 17101. f23-m9

NOTICE IS HEREBY GIVEN that The Bryn Mawr Trust Company is the duly appointed trustee of the William R. Fisher Revocable Trust. **ESTATE OF WILLIAM R. FISHER**, late of Derry Township, Dauphin County, Pennsylvania, (died: February 6, 2018). Trustee: The Bryn Mawr Trust Company, Attn: Jesse Ashcroft, SVP & Wealth Trust Advisor, One East Chocolate Avenue, Suite 200, Hershey, PA 17033, Wealth Management. f23-m9

ESTATE OF CHARLES L. CARR, late of the Township of Williams, County of Dauphin, Pennsylvania (died October 17, 2017). Executrix: Karen A. Hinton, 1427 Cheltenham Avenue, Philadelphia, Pennsylvania 19124; Attorney: Joseph D. Kerwin, Kerwin & Kerwin, LLP, 4245 State Route, 209, Elizabethville, Pennsylvania 17023. f23-m9

THIRD PUBLICATION

Estate Notices

ESTATE OF ELOISE STARR JOPPA, late of the County of Dauphin and Commonwealth of Pennsylvania. Executors: Janice Louise Mills, 1057 Pond Ridge Dr., Harrisburg, PA 17111; Edith Ann Walker, 5133 Mt. Arapahoe Circle, Frederick, CO 80504; John Clarence Cohen-Joppa, 2918 E. Lester, Tucson, AZ 85716. Attorney: Daryl J. Gerber, Esquire, The Law Office of Daryl J. Gerber, 46 E. Main Street, Palmyra, PA 17078. f16-m2

ESTATE OF CHARLES D. SCHMID, late of the Township of Swatara, Dauphin County, Pennsylvania. Executor: David P. Schmid, 715 Fishing Creek Road, New Cumberland, PA 17070. Attorney: Jeffrey E. Piccola, Esquire, Boswell, Tintner & Piccola, 315 N. Front Street, Harrisburg, PA 17101. f16-m2

ESTATE OF JEANNE H. KAUFFMAN, late of Swatara Township Dauphin County Pennsylvania. Executor: Richard W. Kauffman, c/o James D. Bogart Esq., One West Main Street, Shiremans-town, PA 17011. f16-m2

ESTATE OF DEBORAH PALERMO, late of Hummelstown, PA (died: August 7, 2016). Executor: Deborah Owens, 2135 Colebrook Road, Middletown, PA 17057. Attorney: Chad J. Julius, Esq., 8150 Derry Street, Suite A, Harrisburg, PA 17111. f16-m2

ESTATE OF EVELYN S. NEIDIG, a/k/a EVELYN LOUISE NEIDIG, last of the County of Dauphin and Commonwealth of Pennsylvania. Executor: Joshua A. Reed, Reed Law, 4303 Derry Street, Harrisburg, PA 17111. f16-m2

ESTATE OF IRENE A. SEESHOLTZ, late of Hummelstown Borough, Dauphin County, Pennsylvania, (died: December 28, 2017). Executor: John G. Seesholtz, Jr., 351 Paoli Woods, Paoli, PA 19301-1545 or to Attorney: Ann E. Rhoads, Esquire, 244 West Main Street, Hummelstown, PA 17036. f16-m2

ESTATE OF MATTHEW AARON STETTER, late of Harrisburg, Dauphin County, Pennsylvania, (died: January 12, 2018). Administrator of Estate: Michael W. Stetter, or; Attorney: Marianne E. Rudebusch, Esq., 4711 Locust Lane, Harrisburg, PA 17109, (717) 657-0632. f16-m2

FIRST PUBLICATION

Corporate Notices

NOTICE IS HEREBY GIVEN **GORILLA LOGIC, INC.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at 1701 Pearl St, Ste 200, Boulder, CO 80302, registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on February 5, 2018, under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County. m2

NOTICE IS HEREBY GIVEN **Today's Growth Consultant Inc.**, a foreign business corporation incorporated under the laws of Illinois, with its princ. office located at 212 Slalom Ct., Minooka, IL 60447, 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 212 Slalom Ct., Minooka, IL 60447. 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. m2

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of the Commonwealth of Pennsylvania on 2/12/2018 under the Domestic Business Corporation Law, for **ODD JOBS PROPERTY MAINTENANCE, INC.**, and the name and county of the commercial registered office provider is c/o: Corporation Service Co., Dauphin County. m2

NOTICE IS HEREBY GIVEN **Amplitude, Inc., d/b/a Amplitude Analytics, Inc.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located 501 2nd St, #100, San Francisco, CA 94107, registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on February 15, 2018, under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County. m2

NOTICE IS HEREBY GIVEN **Wolverine Light Holdings, Inc.**, hereby gives notice of its intent to register to do business with the Department of State of the Commonwealth of Pennsylvania, under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended. m2

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, on the 9th day of February, 2018, for the purpose of obtaining a Certificate of Incorporation for a domestic non-profit corporation to be organized pursuant to the provisions of the Non-Profit Corporation Law of 1988, as amended.

The name of the corporation is **PieceMakers Quilt Guild**.

The purpose or purposes for which it is to be organized are: Any and all activities in which a Pennsylvania non-profit corporation may engage, including, but not limited to, the encouragement of quilt making through educational programs and workshops.

Jean D. Seibert, Esquire
Caldwell & Kearns, P.C.
3631 North Front Street
Harrisburg, PA 17110

m2

NOTICE IS HEREBY GIVEN that a Foreign Registration Statement has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on or about February 5, 2018, for a foreign corporation with a registered address in the state of Pennsylvania as follows: **Basic Fun, Inc.** dba in PA as: Basic Fun DE, Inc. c/o Corporation Service Company

This corporation is incorporated under the laws of Delaware.

The address of its principal office is 301 Yamato Road, Suite 2112, Boca Raton, FL 33431.

The corporation has been qualified in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended. m2

NOTICE IS HEREBY GIVEN **Rail Logistics, Inc.**, a foreign corporation formed under the laws of the State of Ohio, where its principal office is located at 32861 Pin Oak Pkwy, Avon Lake, OH 44012, registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on February 16, 2018, under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County. m2

NOTICE IS HEREBY GIVEN that pursuant to the applicable provisions of 15 Pa.C.S Section 415 or 417, **Muzzy-Lyon Auto Parts, Inc.**, a corporation incorporated under the laws of the State of Delaware with its registered office in PA at c/o: Corporation Service Co., Dauphin County, intends to file a Statement of Withdrawal of Foreign Registration with the Dept. of State. m2

FIRST PUBLICATION

Corporate Notices

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of the Commonwealth of Pennsylvania on 2/13/2018 under the Domestic Business Corporation Law, for **CHRISTOPHER DA COSTA, MD, INC.**, and the name and county of the commercial registered office provider is c/o: Corporation Service Co., Dauphin County. m2

NOTICE IS HEREBY GIVEN to all creditors and claimants of **CRANHILL INC.**, a Pennsylvania (PA) corporation, which on 9/13/2012, was incorporated in the Commonwealth of PA, that said company intends to file Articles of Dissolution with the Dept. of State under the provisions of PA Business Corporation Law. The address of this corporation's current registered office in this commonwealth is c/o: Corporation Service Company, Dauphin County. m2

NOTICE IS HEREBY GIVEN **Garmin International Inc.**, a foreign corporation formed under the laws of the State of Kansas where its principal office is located at 1200 E. 151st St, Olathe, KS 66062, registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on February 1, 2018 under the provisions of the Pennsylvania Business Corporation Law of 1988. The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County. m2

NOTICE IS HEREBY GIVEN that a Foreign Registration Statement was filed with the PA Dept. of State on 02/16/2018 for **Dolphin Enterprise Solutions Corporation**, a business corporation formed under the laws of the jurisdiction of CA with its principal office located at 17485 Monterey Rd., Suite 201, Morgan Hill, CA 95037, to do business in PA under the provisions of the Business Corporation Law of 1988. The registered office in PA shall be deemed for venue and official publication purposes to be located in Dauphin County. m2

NOTICE IS HEREBY GIVEN **Vital Marketing, Inc.**, a foreign business corporation incorporated under the laws of Florida, with its princ. office located at 1799 W. Oakland Park Blvd., #300, Oakland Park, FL 33311, 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. m2

NOTICE IS HEREBY GIVEN **DocMatter Inc.**, a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 340 Brannan St., Ste. 301, San Francisco, CA 94107, 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. m2

NOTICE IS HEREBY GIVEN **Versum Materials, Inc.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at 8555 S. River Pkwy, Tempe, AZ 85284, registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on December 21, 2017 under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County. m2

NOTICE IS HEREBY GIVEN **C & E Financial Group, Inc.** filed a foreign registration statement with the Commonwealth of Pennsylvania. The address of its principal office under the laws of its jurisdiction is 777 E. 4500 S., Suite 220, Salt Lake City, UT 84107. The commercial registered office provider is in care of InCorp Services, Inc. in Dauphin County. The Corporation is filed in compliance with the requirements of the applicable provisions of 15 Pa. C.S. 412. m2

NOTICE IS HEREBY GIVEN **Liberty Mechanical Inc., d/b/a Liberty Mech, Inc.** a foreign corporation formed under the laws of the State of Wisconsin, where its principal office is located at N1886 State Road 120, Lake Geneva, WI 53147, registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on February 15, 2018, under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County. m2

NOTICE IS HEREBY GIVEN **Covalent Management Inc.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at 24600 Millstream Dr., Ste 400A, Aldie, VA 20105, registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on February 16, 2018, under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County. m2

FIRST PUBLICATION

Corporate Notices

NOTICE IS HEREBY GIVEN **ThreatMetrix, Inc.**, a foreign corporation formed under the laws of the State of Delaware, where its principal office is located at 1000 Alderman Dr., Alpharetta, GA 30005, registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on February 23, 2018, under the provisions of the Pennsylvania Business Corporation Law of 1988.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin County. m2

NOTICE IS HEREBY GIVEN that **AMCOL Systems, Inc.**, a foreign business corporation incorporated under the laws of the State of South Carolina, where its principal office is located at 111 Lancewood Road, Columbia, SC 29210, has applied for a Certificate of Authority in Pennsylvania, where its registered office is located at c/o Corporation Service Company, Dauphin County, Pennsylvania.

The registered office of the corporation shall be deemed for venue and official publication purposes to be located in Dauphin County, Pennsylvania. m2

FIRST PUBLICATION

Fictitious Name Notices

NOTICE IS HEREBY GIVEN that an application for registration of a fictitious name, **AdvancedSupps.com**, for the conduct of business in Dauphin County, Pennsylvania, with the principal place of business being 3300 Hartzdale Drive, Ste. 106, Camp Hill, PA 17011 was made to the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania on the 9th day of February 2018 pursuant to the Act of Assembly of December 16, 1982, Act 295. The name and address of the entity interested in the said business is: Advanced Nutritional Supplements, LLC, 4600 Jonestown Road, Ste. 57B, Harrisburg, PA 17109. m2

NOTICE IS HEREBY GIVEN that an application for registration of the assumed name **UPMC Pinnacle Integrated Health Services** for the conduct of business in Dauphin County, Pennsylvania, with the principal place of business being 409 South Second Street, Harrisburg, PA 17104 was made to the Department of State of Pennsylvania at Harrisburg, Pennsylvania, on the 12th day of February 2018, pursuant to 54 Pa.C.S. §311. The name of the entity owning or interested in the said business is Pinnacle Health Integrative Services, LLC. m2

NOTICE IS HEREBY GIVEN that an application for registration of a fictitious name, **Breakthrough Labz**, for the conduct of business in Dauphin County, Pennsylvania, with the principal place of business being 3300 Hartzdale Drive, Ste. 106, Camp Hill, PA 17011 was made to the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania on the 29th day of January 2017 pursuant to the Act of Assembly of December 16, 1982, Act 295. The name and address of the entity interested in the said business is: Advanced Nutritional Supplements, LLC, 4600 Jonestown Road, Ste. 57B, Harrisburg, PA 17109. m2

NOTICE IS HEREBY GIVEN that an application for registration of the fictitious name, **My Way Pizza & Grill**, with the principal place of business being 20 Beechwood Lane, Hershey, PA 17033, was made to the Department of State of the Commonwealth of Pennsylvania on February 12, 2018, pursuant to the Act of Assembly of December 16, 1982, Act 295. The entity owning or interested in said business is Three Brothers Trattoria LLC, 20 Beechwood Lane, Hershey, PA 17033. Megan C. Huff, Esquire, 1135 East Chocolate Avenue, Suite 300, Hershey, PA 17033, (717) 533-5406, Attorney for Three Brothers Trattoria LLC. m2

FIRST PUBLICATION

Miscellaneous Notices

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

NO. 2017-CV-5114-MF

NOTICE OF SHERIFF'S SALE

**WELLS FARGO BANK, NA, PLAINTIFF
VS.
MICHAEL J. WEISS, DEFENDANT**

NOTICE TO: MICHAEL J. WEISS

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

Being Premises: 1811 HOLLY STREET, HARRISBURG, PA 17104-1242

Being in HARRISBURG CITY, County of DAUPHIN, Commonwealth of Pennsylvania, 09-072-006-000-0000

Improvements consist of residential property.
Sold as the property of MICHAEL J. WEISS
Your house (real estate) at 1811 HOLLY STREET, HARRISBURG, PA 17104-1242 is scheduled to be sold at the Sheriff's Sale on

FIRST PUBLICATION

Miscellaneous Notices

4/12/2018 at 10:00 AM at the DAUPHIN County Courthouse, 101 Market Street, Room 104, Harrisburg, PA 17107-2012 to enforce the Court Judgment of \$74,252.18 obtained by WELLS FARGO BANK, NA (the mortgagee) against the above premises.

PHELAN HALLINAN DIAMOND
& JONES, LLP
m2 Attorney for Plaintiff

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

NO. 2016-CV-04457-MF

**CIVIL ACTION-LAW
NOTICE OF ACTION
IN MORTGAGE FORECLOSURE**

**NATIONSTAR MORTGAGE LLC,
PLAINTIFF
VS.**

**BENJAMIN L. DAVENPORT AND SYLVIA
D. DAVENPORT A/K/A SYLVIA
DAVENPORT, DEFENDANTS**

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

To: Benjamin L. Davenport and Sylvia D. Davenport a/k/a Sylvia Davenport, Defendants, whose last known address is 2105 Forster Street, Harrisburg, PA 17103.

Your house (real estate) at: 2105 Forster Street, Harrisburg, PA 17103, 62-041-121-000-0000, is scheduled to be sold at Sheriff's Sale on 4/12/18, at 10:00AM, at Dauphin County Admin. Bldg., 4th Fl., Commissioners Hearing Rm., Market Sq. (former Mellon Bank Bldg.), Harrisburg, PA 17101, to enforce the court judgment of \$78,241.06, obtained by Nationstar Mortgage LLC (the mortgagee) 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 cancelled if you pay back to Nationstar Mortgage LLC, the amount of the judgment plus costs or the back payments, late charges, costs, and reasonable attorneys fees due. To find out how much you must pay, you may call: 610-278-6800.

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 be able to stop the sale through other legal proceedings.

4. 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 below 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**

5. 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 610-278-6800.

6. 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.

7. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened you may call 717-255-2660.

8. 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.

9. 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.

10. You may be entitled to a share of the money, which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff no later than thirty days after the Sheriff Sale. This schedule will state who will be receiving the 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 date of filing of said schedule.

11. 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.**

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

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A

FIRST PUBLICATION

Miscellaneous Notices

DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Christopher A. DeNardo, Kristen D. Little,
Kevin S. Frankel, Samantha Gable, Daniel T. Lutz,
Leslie J. Rase, Alison H. Tulio &
Katherine M. Wolf, Attys. for Plaintiff
SHAPIRO & DeNARDO, LLC
3600 Horizon Dr., Ste. 150
King of Prussia, PA 19406
m2 610-278-6800

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

NO.: 2016 CV 7233 MF

**NOTICE OF SHERIFF'S SALE OF
REAL PROPERTY PURSUANT
TO P.A.R.C.P.3129**

**NATIONSTAR MORTGAGE LLC,
PLAINTIFF
VS.
JAMES USILTON, ADMINISTRATOR AND
KNOWN HEIR OF THE ESTATE OF
SHIRLEY R. MCSWEENEY, DECEASED
MORTGAGOR AND REAL OWNER
AND
UNKNOWN HEIRS, SUCCESSORS,
ASSIGNS AND ALL PERSONS, FIRMS OR
ASSOCIATIONS CLAIMING RIGHT,
TITLE, OR INTEREST FROM OR UNDER
THE ESTATE OF SHIRLEY R.
MCSWEENEY, DECEASED MORTGAGOR
AND REAL OWNER, DEFENDANTS**

TAKE NOTICE:

Your house (real estate) at 2209 Highland Circle, Harrisburg, PA 17110, is scheduled to be sold at sheriff's sale on April 12, 2018 at 10:00 AM in the Administrative Building, 4th Floor, Commissioner's Hearing Room, 2nd and Market Streets, Harrisburg, PA 17101 to enforce the Court Judgment of \$130,434.96 obtained by Nationstar Mortgage LLC.

**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 cancelled if you pay to Milstead & Associates, LLC, Attorney for Plaintiff, back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call (856) 482-1400.

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 following page 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 bid price by calling Milstead & Associates, LLC at (856) 482-1400.

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

3. The Sale will go through only if the Buyer pays the Sheriff the full amount due on the Sale. To find out if this has happened you may call Milstead & Associates, LLC at (856) 482-1400.

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

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

6. You may be entitled to a share of the money which was paid for your 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 not later than thirty days after the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after.

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 YOU
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.**

FIRST PUBLICATION

Miscellaneous Notices

Dauphin County Notice to Defend
Dauphin County Bar Association
213 N. Front Street
Harrisburg, PA 17101
717-232-7536

Milstead & Associates, LLC
BY: Roger Fay, Esquire
ID No. 315987
1 E. Stow Road
Marlton, NJ 08053
(856) 482-1400
Attorneys for Plaintiff
File No. 216649-1

m2

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

NO. 2017-CV-05146-MF

NOTICE OF SHERIFF'S SALE

**WELLS FARGO BANK, N.A., PLAINTIFF
VS.
MARGARET L. O'DELL, DEFENDANT**

NOTICE TO: MARGARET L. O'DELL

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

Being Premises: 252 SADDLE RIDGE
DRIVE#37-252, A/K/A 252 SADDLE RIDGE
DRIVE, HARRISBURG, PA 17110-3996

Being in SUSQUEHANNA TOWNSHIP, Coun-
ty of DAUPHIN, Commonwealth of Pennsylvania,
62-087-131-000-0000

Improvements consist of residential property.

Sold as the property of MARGARET L. O'DELL.

Your house (real estate) at 252 SADDLE RIDGE
DRIVE#37-252, A/K/A 252 SADDLE RIDGE
DRIVE, HARRISBURG, PA 17110-3996 is
scheduled to be sold at the Sheriff's Sale on
04/12/2018 at 10:00 AM, at the DAUPHIN Coun-
ty Courthouse, 101 Market Street, Room 104,
Harrisburg, PA 17107-2012, to enforce the Court
Judgment of \$112,719.02 obtained by, WELLS
FARGO BANK, N.A. (the mortgagee), against the
above premises.

PHELAN HALLINAN DIAMOND
& JONES, LLP
Attorney for Plaintiff

m2

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

NO. 2015 CV 8053 MF

NOTICE OF SHERIFF'S SALE

**DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE FOR
AMERIQUEST MORTGAGE SECURITIES
INC., ASSET-BACKED PASS-THROUGH
CERTIFICATES, SERIES 2003-11,
PLAINTIFF
VS.
MARGARET J. NOON, DECEASED,
DEFENDANT**

NOTICE TO: UNKNOWN HEIRS, SUCCESSIONS,
ASSIGNS, AND ALL PERSONS, FIRMS,
OR ASSOCIATIONS CLAIMING RIGHT, TITLE
OR INTEREST FROM OR UNDER MARGARET
J. NOON, DECEASED, RICHARD NOON, SR.,
in his capacity as Heir of MARGARET J.
NOON, Deceased and DR. BRYON NOON,
in his capacity as Heir of MARGARET J.
NOON, Deceased

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

Being Premises: 1070 COLLINGSWOOD
DRIVE, HARRISBURG, PA 17109-5327

Being in LOWER PAXTON TOWNSHIP, Coun-
ty of DAUPHIN, Commonwealth of Pennsylvania,
35-068-140-000-0000

Improvements consist of residential property.

Sold as the property of MARGARET J. NOON,
DECEASED

Your house (real estate) at 1070 COL-
LINGSWOOD DRIVE, HARRISBURG, PA
17109-5327 is scheduled to be sold at the Sheriff's
Sale on 04/12/2018 at 10:00 AM, at the DAU-
PHIN County Courthouse, 101 Market Street,
Room 104, Harrisburg, PA 17107-2012, to enforce
the Court Judgment of \$118,533.28 obtained by,
DEUTSCHE BANK NATIONAL TRUST COM-
PANY, AS TRUSTEE FOR AMERIQUEST
MORTGAGE SECURITIES INC., ASSET-
BACKED PASS-THROUGH CERTIFICATES,
SERIES 2003-11 (the mortgagee), against the
above premises.

PHELAN HALLINAN DIAMOND
& JONES, LLP
Attorney for Plaintiff

m2

FIRST PUBLICATION

Miscellaneous Notices

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

NO. 2017-CV-05397-MF

NOTICE OF SHERIFF'S SALE

**WELLS FARGO BANK, NA, PLAINTIFF
VS.
H EUGENE BURKHOLDER AND CAROLYN
H. BURKHOLDER, DEFENDANT(S)**

NOTICE TO: H EUGENE BURKHOLDER and
CAROLYN H. BURKHOLDER

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

Being Premises: 922 SOUTH 17TH STREET,
HARRISBURG, PA 17104-2662

Being in HARRISBURG CITY, County of DAU-
PHIN, Commonwealth of Pennsylvania, 01-018-
035-000-0000

Improvements consist of residential property.

Sold as the property of H EUGENE
BURKHOLDER and CAROLYN H.
BURKHOLDER

Your house (real estate) at 922 SOUTH 17TH
STREET, HARRISBURG, PA 17104-2662 is
scheduled to be sold at the Sheriff's Sale on
4/12/2018 at 10:00 AM at the DAUPHIN County
Courthouse, 101 Market Street, Room 104, Harris-
burg, PA 17107-2012 to enforce the Court Judg-
ment of \$49,186.97 obtained by WELLS FARGO
BANK, NA (the mortgagee) against the above
premises.

PHELAN HALLINAN DIAMOND
& JONES, LLP
m2 Attorney for Plaintiff

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

NO. 2017-CV-06342-MF

NOTICE OF SHERIFF'S SALE

**WELLS FARGO BANK, N.A., PLAINTIFF
VS.
JOHNNA GEORGE A/K/A JOHANNA
THERESA GEORGE A/K/A JOHANNA T.
GEORGE, INDIVIDUALLY AND IN HER
CAPACITY AS ADMINISTRATRIX OF THE
ESTATE OF SHIRLEY GEORGE A/K/A
SHIRLEY A. GEORGE, TAMMRA GEORGE**

**A/K/A TAMMARA J. GEORGE, IN HER
CAPACITY AS HEIR OF THE ESTATE OF
SHIRLEY GEORGE A/K/A SHIRLEY A.
GEORGE AND
UNKNOWN HEIRS, SUCCESSORS,
ASSIGNS, AND ALL PERSONS, FIRMS, OR
ASSOCIATIONS CLAIMING RIGHT, TITLE
OR INTEREST FROM OR UNDER SHIRLEY
GEORGE A/K/A SHIRELY A. GEORGE,
DECEASED, DEFENDANT(S)**

NOTICE TO: JOHNNA GEORGE A/K/A JO-
HANNA THERESA GEORGE A/K/A JOHAN-
NA T. GEORGE, Individually and in her capacity
as Administratrix of the Estate of SHIRLEY
GEORGE A/K/A SHIRLEY A. GEORGE

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

Being Premises: 1094 CARDINAL DRIVE,
HARRISBURG, PA 17111-3730

Being in LOWER PAXTON TOWNSHIP, Coun-
ty of DAUPHIN, Commonwealth of Pennsylvania,
35-076-019-000-0000

Improvements consist of residential property.

Sold as the property of JOHNNA GEORGE A/K/
A JOHANNA THERESA GEORGE A/K/A JO-
HANNA T. GEORGE, Individually and in Her
Capacity as Administratrix of The Estate of
SHIRLEY GEORGE A/K/A SHIRLEY A.
GEORGE, TAMMRA GEORGE A/K/A TAM-
MARA J. GEORGE, in Her Capacity as Heir of
The Estate of SHIRLEY GEORGE A/K/A
SHIRLEY A. GEORGE and UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS, AND ALL PER-
SONS, FIRMS, OR ASSOCIATIONS CLAIM-
ING RIGHT, TITLE OR INTEREST FROM OR
UNDER SHIRLEY GEORGE A/K/A SHIRELY
A. GEORGE, DECEASED.

Your house (real estate) at 1094 CARDINAL
DRIVE, HARRISBURG, PA 17111-3730 is
scheduled to be sold at the Sheriff's Sale on
04/12/2018 at 10:00 AM, at the DAUPHIN Coun-
ty Courthouse, 101 Market Street, Room 104,
Harrisburg, PA 17107-2012, to enforce the Court
Judgment of \$203,980.99 obtained by, WELLS
FARGO BANK, N.A. (the mortgagee), against the
above premises.

PHELAN HALLINAN DIAMOND
& JONES, LLP
m2 Attorney for Plaintiff

FIRST PUBLICATION

Miscellaneous Notices

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

NUMBER: 2017-CV-7388-MF

**NOTICE OF ACTION
IN MORTGAGE FORECLOSURE**

**AMERICAN ADVISORS GROUP,
PLAINTIFF
VS.
THOMAS E. WILLIAMS, III, EXECUTOR
OF THE ESTATE OF THOMAS E.
WILLIAMS, JR., DEFENDANT**

TO: Thomas E. Williams, III, Executor of the
Estate of Thomas E. Williams, Jr.

Premises subject to foreclosure: 1426 South 13th
Street, Harrisburg, Pennsylvania 17104.

NOTICE

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

You should take this notice to your lawyer at
once. If you do not have a lawyer, go to or tele-
phone the office set forth below. This office can
provide you with information about hiring a law-
yer.

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, Pennsylvania 17101
(717) 232-7536

McCabe, Weisberg & Conway, LLC
Attorneys for Plaintiff
123 S. Broad St., Ste. 1400
Philadelphia, PA 19109
215-790-1010

m2

FIRST PUBLICATION

Name Change Notice

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

DOCKET NO: 2018-CV-00760-NC

PETITION FOR CHANGE OF NAME

NOTICE

NOTICE IS HEREBY GIVEN that on February
12th 2018, the Petition of Cyndi Lynn Watson was
filed in the above named court, requesting a decree
to change his/her name from **Cyndi Lynn Watson**
to **Chase Anthony Watson**.

The Court has fixed Tuesday April 24 2018 at
9:30am in Courtroom No. No.9 , 2nd Floor at the
Dauphin County Courthouse, 101 Market Street,
Harrisburg, PA as the time and place for the hear-
ing on said Petition, when and where all persons
interested may appear and show cause if any they
have, why the prayer of the said Petition should
not be granted. m2

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Dauphin County Bar Association
213 North Front Street, Harrisburg, PA 17101-1493
Phone: (717) 232-7536 Fax: (717) 234-4582

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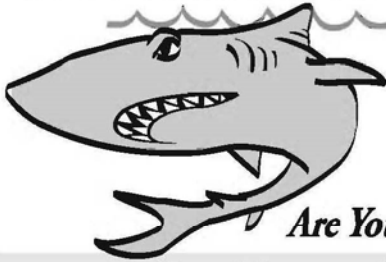
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