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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 HAROLD L. RUDISILL, (died: June 27, 2016), late of the Borough of Lykens, Dauphin County, Pennsylvania. Co-Executor: Jane Hand, 229 North Second Street, Lykens, Pennsylvania 17048; Co-Executor: Harold L. Rudisill, 215 North Second Street, Lykens, Pennsylvania 17048; Attorney: Terrence J. Kerwin, Esquire, Kerwin & Kerwin, LLP, 4245 State Route 209, Elizabethtown, PA 17023. a26-s9

ESTATE OF DONALD W. CRUMLICH, SR. (died: July 22, 2016), late of the Township of Middle Paxton, Dauphin County, Pennsylvania. Executrix: Elsie E. Stroup, 760 Fishing Creek Valley Rd., Harrisburg, PA 17112 or to: Rachael L. Baturin, Esquire, BATURIN & BATURIN, 2604 North Second Street, Harrisburg, PA 17110. a26-s9

ESTATE OF CYNTHIA G. HUTCHISON A/K/ A CYNTHIA HUTCHISON A/K/A CYNTHIA GAIL HUTCHISON, late of City of Harrisburg, Dauphin County, Pennsylvania. Co-Executor: Rachel E. Hutchison, Co-Executor: James C. Hutchison, c/o Charles E. Shields, III, Esquire, 6 Clouser Rd., Mechanicsburg, Pennsylvania 17055. a26-s9

ESTATE OF ALICE E. HILBOLT, late of Middletown, Dauphin County, Pennsylvania. Executor: John C. Oszustowicz, Esq. 104 South Hanover Street, Carlisle, PA 17013. a26-s9

ESTATE OF FUJIKO BIGGARD late of Susquehanna Township, Dauphin County, Pennsylvania. Executrix: Mary A. Howse. Attorney: David R. Galloway, Esquire, WALTERS & GALLOWAY, PLLC, 54 East Main Street, Mechanicsburg, PA 17055. a26-s9

ESTATE OF PATRICIA ANN COLLINS, (died: 9/29/15), late of City of Harrisburg, Dauphin County, PA. Administratrix: Leanna Mae Foster, 1317 N. 14th St., Harrisburg, PA 17103 or to Attorney: John R. Zonarich, Skarlatos Zonarich LLC, 17 S. 2nd St., 6th Fl., Harrisburg, PA 17101-2039. a26-s9

legally acceptable PBT reading took place. And second, neither officer appeared to consider (or want to consider) any sort of field sobriety test, nor did Mr. Haymaker show any trouble walking, show any signs slurred speech, nor did Mr. Haymaker show any signs of visible intoxication.<sup>14</sup> If the PBT testing device “results” are without foundational merit of any kind, coupled with the lack of any field sobriety test conducted, the Officers did not meet the necessary legal standard (reasonable grounds to believe that the licensee was operating or was in actual physical control of the movement of the vehicle while being legally impaired by the influence of alcohol) as a precursor to arrest Mr. Haymaker for suspicion of DUI in the first place. Thus, the legal precondition for requesting Mr. Haymaker to submit to a chemical test for intoxication was without legal foundation.

For the foregoing reasons, it is believed that our October 29, 2015 Order sustaining Appellee’s appeal and rescinding the one-year license suspension was properly entered.

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**Eisenhour v. Eisenhour**

**Domestic Relations - Divorce - Marital Settlement Agreement - Breach of Contract -  
Unjust Enrichment - Vested Rights - Personal Jurisdiction**

Over fifteen years after she obtained a divorce from the Defendant, and shortly after his retirement and refusal to assign her any of his pension benefits, Plaintiff filed a Complaint alleging breach of an oral marital settlement agreement which she alleged had included an equal division of the marital portion of his pension. Defendant filed preliminary objections to the Complaint.

Preliminary objections. C.P., Dau. Co., No. 2015 CV 6030 CV. Sustained in a part.

1. When considering preliminary objections, all material facts set forth in the challenged pleadings are admitted as true, as well as all inferences reasonably deducible therefrom. *Joyce v. Erie Ins. Exch.*, 74 A3d 157, 162 (Pa. Super. 2013).
2. An oral settlement agreement may be enforceable and legally binding without a writing. *Kazanjian v. New England Petroleum Corp.*, 480 A2d 1153, 1157 (Pa. Super. 1984). If parties agree upon essential terms and intend them to be binding, a contract is formed even though they intend to adopt a formal document with additional terms at a later date. *Johnston v. Johnston*, 499 A.2d 1074, 1076 (Pa. Super. 1985).
3. A cause of action for unjust enrichment arises only when a transaction is not subject to a written or express contract. *Villoresi v. Femminella*, 856 A2d 78, 84 (Pa. Super. 2004). An unjust enrichment claim cannot be asserted in addition to a breach of contract claim.
4. A contractually based right qualifies as a “vested right” for purposes of Section 3503 of the Divorce Code. 23 Pa.C.S.A. § 3503. A marital settlement agreement is enforceable by utilizing the same rules of law used in determining the validity of contracts. *Luber v. Luber*, 614 A2d 771, 773 (Pa. Super. 1992).
5. When a defendant challenges the court’s assertion of personal jurisdiction, that defendant bears the burden of supporting such objections to jurisdiction by presenting evidence. The burden of proof only shifts to the plaintiff after the defendant has presented affidavits or other evidence in support of its preliminary objections challenging jurisdiction. *Gall v. Hammer*, 617 A2d 23, 24 (Pa. Super. 1992).

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<sup>14</sup>Again, this Court is constrained to ask why. Perhaps it was because the officers had already decided to arrest him for something, in an effort to perhaps justify their conduct relating to the seizure of his weapon and their conduct thereafter in regards to this unfortunate situation.

*Ira H. Weinstock*, for the Plaintiff

*Alexis Miloszewski*, for the Defendant

Turgeon, J., August 10, 2016.

### **OPINION**

Before the court are defendant's preliminary objections to plaintiff's Complaint. The parties were formerly married and plaintiff avers that during the course of their divorce proceedings in 1998 and 1999, defendant entered into an oral marital settlement agreement with her under which terms he agreed to equally split the marital portion of his pension benefits. She brought this current action in 2015 following defendant's retirement, after he refused to assign to her any pension benefits. Defendant has raised numerous objections to the Complaint seeking its dismissal.

### **Background**

The parties, plaintiff Elizabeth Eisenhour and defendant Daryl Eisenhour, were married in 1977 and separated in 1998. Plaintiff initiated a divorce action in September 1998.<sup>1</sup> Neither party made any claim for equitable distribution in that action. The divorce decree was entered January 7, 1999. On December 8, 2015, plaintiff filed her Complaint in this action, principally alleging as follows:

¶ 10. In the course of the divorce, the Plaintiff and Defendant had agreed to a marital settlement agreement, and Defendant, through his attorney, had agreed to execute an agreement consisting of splitting the proceeds from the sale of the marital residence equally as well as splitting equally the portion of the pension as it relates to the number of months of marriage from March 1977 through the date of separation.

¶ 11. Plaintiff relied on the promise of property division in the manner stated and agreed to proceed with the divorce based on that promise.

While no written marital settlement agreement was ever formally executed or filed, plaintiff asserts that defendant adhered to the agreed terms by later equally splitting the proceeds from the sale of the marital residence. (Complaint ¶ 12) Plaintiff further asserts that shortly after defendant retired as a municipal employee from Derry Township on June 12, 2014 and began to collect his Pennsylvania Municipal Retirement System pension benefits, she requested he assign her marital portion of his pension to her via a QDRO. After defendant refused, plaintiff brought this action raising the following counts: (1) breach of contract; (2) unjust enrichment and promissory estoppel; and (3) an action to compel specific performance (requiring that defendant sign a QDRO).

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<sup>1</sup> *Elizabeth Eisenhour v. Daryl Eisenhour*, 4139 S 1998 (Dauph. Co. Court C.P.).

Defendant filed amended preliminary objections to plaintiff's Complaint raising numerous issues. After defendant filed a response, the parties filed briefs and this court held oral argument.

#### Legal Discussion

Defendant argues that plaintiff's Complaint must be dismissed because all of her claims are legally insufficient, for various reasons. The standard for assessing a claim of legal insufficiency is as follows:

Preliminary objections in the nature of a demurrer test the legal sufficiency of the complaint. When considering preliminary objections, all material facts set forth in the challenged pleadings are admitted as true, as well as all inferences reasonably deducible therefrom. Preliminary objections which seek the dismissal of a cause of action should be sustained only in cases in which it is clear and free from doubt that the pleader will be unable to prove facts legally sufficient to establish the right to relief. If any doubt exists as to whether a demurrer should be sustained, it should be resolved in favor of overruling the preliminary objections.

*Joyce v. Erie Ins. Exch.*, 74 A.3d 157, 162 (Pa. Super. 2013) (citation omitted). Defendant additionally argues that a number of the causes of action pled by plaintiff lack the required specificity.

At the outset, I note that in his preliminary objections, defendant repeatedly avers that plaintiff has "admitted" in her Complaint that the parties did not execute a marital settlement agreement or contract concerning marital property or pension benefits.<sup>2</sup> In fact, almost every objection defendant raises primarily

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<sup>2</sup> Defendant asserts as follows in his preliminary objections:

¶ 26. By Wife's own admission, the parties did not execute any agreement or otherwise contract to divide Husband's pension prior to the entry of the Divorce Decree.

¶ 27. ... Wife admits that the parties did not execute an agreement or otherwise contract regarding division of marital property, including, but not limited to, Husband's pension ...

¶ 40. By Wife's own admission, the parties discussed division of Husband's pension prior to the entry of the Divorce Decree; however, Wife did not execute a settlement agreement or otherwise contract for the division of marital property prior to entry of the Divorce Decree.

¶ 49. ... by Wife's own admission, the parties did not execute any agreement or contract regarding division of Husband's marital pension prior to entry of the Divorce Decree despite Wife's opportunity to do so.

¶ 54. However, by Wife's own admission, a contract did not exist between the parties nor were the parties subject to any settlement agreement requiring Husband to divide his pension with Wife.

¶ 58. However, by Wife's own admission, a contract did not exist between the parties nor were the parties subject to any settlement agreement requiring Husband to divide his pension with Wife by QDRO.

relies upon this alleged “admission” by plaintiff; however, this is not a fair interpretation of plaintiff’s allegations. Instead, a reasonable interpretation of the Complaint is that plaintiff has pled exactly the opposite; that is, she explicitly alleges that the parties “had agreed to a marital settlement agreement, and Defendant, through his attorney, had agreed to execute an agreement consisting of ... splitting equally the

[marital] portion of the pension ...” (Complaint ¶ 10) Accordingly, for the purpose of assessing defendant’s objections, this court rejects his interpretation of plaintiff’s principal allegations.

### ***Breach of Contract – Legal Insufficiency and Lack of Specificity***

Defendant demurs to plaintiff’s breach of contract claim and also claims it to be lacking in specificity. A breach of contract claim involves the following elements: (1) the existence of a contract, (2) a breach of a duty imposed by the contract, and (3) damages. Sullivan v. Chartwell Inv. Partners, LP, 873 A.2d 710, 716 (Pa. Super. 2005) (citations omitted). While every element must be pled specifically, it is axiomatic that a contract may be manifest orally, in writing, or as an inference from the acts and conduct of the parties. Id. “An oral settlement agreement may be enforceable and legally binding without a writing.” Kazanjian v. New England Petroleum Corp., 480 A.2d 1153, 1157 (Pa. Super. 1984). Furthermore,

[a] property settlement agreement is enforceable by utilizing the same rules of law used in determining the validity of contracts. Lipschutz v. Lipschutz, 391 Pa. Super. 537, 571 A.2d 1046 (1990). It is established law in this Commonwealth that parties may bind themselves contractually prior to the execution of a written document through mutual manifestations of assent, even where a later formal document is contemplated. Krause v. Great Lakes Holdings, Inc., 387 Pa. Super. 56, 563 A.2d 1182 (1989), *appeal denied*, 524 Pa. 629, 574 A.2d 70 (1989). The intent of the parties to be bound is a question of fact which must be determined by the factfinder. Johnston v. Johnston, 346 Pa. Super. 427, 499 A.2d 1074 (1985).

Luber v. Luber, 614 A.2d 771, 773 (Pa. Super. 1992). See also, Johnston v. Johnston, 499 A.2d 1074, 1076 (Pa. Super. 1985) (“If parties agree upon essential terms and intend them to be binding, ‘a contract is formed even though they intend to adopt a formal document with additional terms at a later date.’”) (citation omitted).

Plaintiff has specifically pled the existence of an oral marital settlement agreement. Under the law, a contract is formed when (1) there is an offer and acceptance; i.e. a mutual understanding manifesting

an intent by the parties to be bound by the terms of the agreement, (2) the terms of their bargain are shown with sufficient clarity and (3) there is an exchange of consideration. Weavertown Transport Leasing, Inc. v. Moran, 834 A.2d 1169, 1172 (Pa. Super. 2003); Johnston the Florist, Inc. v. TEDCO Const. Corp., 657 A.2d 511, 516 (Pa. Super. 1995).

In evaluating defendant's objection, this court takes as true the material facts pled by plaintiff in her Complaint, particularly her allegations in Paragraphs 10 and 11. These facts state that defendant orally agreed to a marital settlement agreement during the divorce proceedings under which terms the parties would equally split both the marital home sale proceeds and the marital portion of defendant's

pension.<sup>3</sup> Plaintiff also avers there was an exchange of consideration; that is, plaintiff agreed to proceed with the divorce based upon defendant's promise to pay her one-half of the home sale proceeds and one-half of the marital value of his pension. It is a reasonable inference from this averment that plaintiff refrained from making any formal claims against the marital estate through an equitable distribution claim because she had acquired marital property under the marital settlement agreement reached during the course of divorce proceedings. Plaintiff further sufficiently alleges defendant's breach of the pension provision of the agreement in 2014 when he failed to pay plaintiff a one-half share of the marital portion of his pension after it went into pay status. Finally, plaintiff has clearly pled that she suffered damages as a result inasmuch as she is not receiving her promised share of the pension. The pleadings thus reflect a breach of contract claim both legally sufficient and adequately specific.

#### *Breach of Contract – Statute of Limitations*

Defendant argues that even if there is a valid contract claim alleged, it has been filed beyond the applicable statute of limitations. A four-year statute of limitations applies to “[a]n action upon an express contract not founded upon an instrument in writing.” 42 Pa.C.S.A. §5525(a)(3). The face of the Complaint reflects that defendant's alleged breach occurred in 2014, when defendant began receiving pension benefits which included her one-half marital share but refused to pay plaintiff that promised share. As such, plaintiff's breach of oral contract claim, filed in 2015, was filed within the four-year limitations period. See Crouse v. Cyclops Indus., 745 A.2d 606, 608 (Pa. 2000) (statute of limitations is tolled until the point where the complaining party knows or reasonably should know that he or she has been injured and that the injury was caused by another party's conduct).

#### *Breach of Contract – Failure to Attach a Writing*

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<sup>3</sup> The applicable law at the time of the parties' divorce proceedings defined “marital property” to be “all property acquired by either party during the marriage, including the increase in value, prior to the date of final separation . . .” 23 Pa.C.S.A. § 3501. Thus, at the time of separation, plaintiff had a valid legal claim to the marital portion of defendant's pension.

Defendant also seeks dismissal of plaintiff's contract claim due to plaintiff's failure to attach the alleged contract or marital settlement agreement providing for the division of marital property. Clearly, this objection must be dismissed because the contract claim is not based upon a writing.

*Promissory Estoppel – Legal Insufficiency and Lack of Specificity*

Defendant next seeks dismissal of plaintiff's promissory estoppel claim. In her Complaint, raises this claim as follows: "In completing the divorce, Plaintiff relied to her detriment on the promise of Defendant that she would be given an equal share of the marital component of his pension." (Complaint ¶ 21).

"The doctrine of promissory estoppel permits a claimant to enforce a promise in the absence of consideration." *V-Tech Servs., Inc. v. St.*, 72 A.3d 270, 276 (Pa. Super. 2013) (citation omitted). "To maintain a promissory estoppel action a claimant must aver the following elements: (1) the promisor made a promise that [it] should have reasonably expected would induce action or forbearance on the part of the promisee; (2) the promisee actually took action or refrained from taking action in reliance on the promise; and (3) injustice can be avoided only by enforcing the promise." *Id.* (citation omitted).

This court agrees with defendant that this claim as pled is legally insufficient and lacking in specificity. Notably, plaintiff fails in her Complaint to allege any of the three elements articulated above for stating a promissory estoppel claim. As such, defendant's objection will be sustained and this claim dismissed.

*Unjust Enrichment – Legal Insufficiency and Lack of Specificity*

Defendant also seeks dismissal of plaintiff's unjust enrichment claim. Plaintiff asserts in her Complaint that defendant has been unjustly enriched because he will retain her marital portion of his pension which retention is unconscionable. (Complaint ¶¶ 19-20) Our Superior Court has explained this cause of action and its elements as follows:

A quasi-contract imposes a duty, not as a result of any agreement, whether express or implied, but in spite of the absence of an agreement, when one party receives unjust enrichment at the expense of another. In determining if the doctrine applies, we focus not on the intention of the parties, but rather on whether the defendant has been unjustly enriched. The elements of unjust enrichment are "benefits conferred on defendant by plaintiff, appreciation of such benefits by defendant, and acceptance and retention of such benefits



under such circumstances that it would be inequitable for defendant to retain the benefit without payment of value.” The most significant element of the doctrine is whether the enrichment of the defendant is unjust; the doctrine does not apply simply because the defendant may have benefited as a result of the actions of the plaintiff. Where unjust enrichment is found, the law implies a quasi-contract which requires the defendant to pay to plaintiff the value of the benefit conferred. In other words, the defendant makes restitution to the plaintiff in *quantum meruit*.

Lackner v. Glosser, 892 A.2d 21, 34 (Pa. Super. 2006) [citation omitted] “By its nature, the doctrine of quasi-contract, or unjust enrichment, is inapplicable where a written or express contract exists.” Id.

... A cause of action for unjust enrichment arises only when a transaction is not subject to a written or express contract. Villoresi v. Femminella, 856 A.2d 78, 84 (Pa. Super. 2004).

Ne. Fence & Iron Works, Inc. v. Murphy Quigley Co., 933 A.2d 664, 668–69 (Pa. Super. 2007).

A review of the Complaint reflects that Plaintiff’s allegations are clearly based upon her claim that the parties entered into an express oral marital settlement agreement during their divorce proceedings. She does not assert any right to defendant’s pension benefits outside of their alleged agreement. As noted, an unjust enrichment claim cannot be asserted in addition to a breach of contract claim. As such, this court agrees with defendant that it must be dismissed.

#### *Specific Performance – Legal Insufficiency*

Defendant also raises a legal insufficiency objection to plaintiff’s specific performance claim. In that claim, plaintiff asserts that she requires specific performance in the form of a QDRO to apportion pension monies since an alternative remedy at law is inadequate. Specific performance is an equitable remedy compelling performance of a contract where a legal remedy cannot afford full, perfect and complete relief. County of Dauphin v. City of Harrisburg, 24 A.3d 1083, 1090 (Pa. Commw. 2011) (citations omitted). A legal remedy is generally inadequate and incomplete when the plaintiff would be required to bring a succession of legal actions “because of the continuing nature of the plaintiff’s injury.” Id. (citation omitted).

Defendant’s demurrer is based solely upon his misinterpretation of the pleadings (that plaintiff “admitted” a marital settlement agreement did not exist between the parties) and thus has no underlying

claim to seek a QDRO. As noted, this court rejects defendant's interpretation as unsupported by the pleadings and as a result, this demurrer must be overruled.

*All Claims – Legal Insufficiency under Divorce Code Section 3333*

Defendant seeks the dismissal of all claims raised by plaintiff due to legal insufficiency under Divorce Code Section 3333, which provides:

§ 3333. Res judicata and estoppel

The validity of a divorce or annulment decree granted by a court having jurisdiction over the subject matter may not be questioned by a party who was subject to the personal jurisdiction of the court except by direct appeal provided or prescribed by law. A party who sought and obtained a decree, financed or agreed to its procurement, or accepted a property settlement, alimony pendente lite or alimony pursuant to the terms of the decree, or who remarries after the decree, or is guilty of laches, is barred from making a collateral attack upon the validity of the decree unless, by clear and convincing evidence, it is established that fraud by the other party prevented the making of a timely appeal from the divorce or annulment decree.

23 Pa.C.S.A. § 3333.

Defendant argues this section applies since plaintiff sought and obtained a divorce against defendant that did not include a provision granting her any rights to his pension. He argues that because plaintiff is currently seeking marital benefits she could only have obtained only through divorce proceedings, she is improperly mounting a collateral attack upon the validity of the decree, prohibited under Section 3333. Again, he bases his argument on his interpretation of plaintiff's Complaint as including an admission by plaintiff that there was no marital settlement agreement, which this court rejects. Instead, a fair reading of the Complaint reflects that plaintiff has pled the existence of a marital settlement agreement. Because defendant's objection solely rests upon his misinterpretation of the pleadings, it must be dismissed.

*All Claims – Legal Insufficiency under Divorce Code Section 3503*

Defendant next seeks dismissal of plaintiff's Complaint due to legal insufficiency under Section 3503 of the Divorce Code. That Section provides:

§ 3503. Effect of divorce on property rights generally

Whenever a decree or judgment is granted which nullifies or absolutely terminates the bonds of matrimony, all property rights which are dependent upon the marital relation, except those which are vested rights, are terminated unless the court expressly provides otherwise in its decree. All duties, rights and claims accruing to either of the parties at any time theretofore in pursuance of the marriage shall cease, and the parties shall severally be at liberty to marry again as if they had never been married.

23 Pa.C.S.A. § 3503 (emphasis added).

Defendant argues that a fair reading of this language forecloses plaintiff from bringing any economic action after entry of the divorce decree. He claims that because the decree did not divide any marital property, plaintiff has no standing to bring this claim for any portion of defendant's retirement benefits and that all property rights dependent upon the marital relation were terminated January 7, 1999, upon entry of the divorce decree.

Plaintiff counters that Section 3503 does not apply to foreclose her claim for pension benefits because plaintiff's right to one-half of the marital portion of the pension had already vested prior to entry of the divorce decree. This court agrees with plaintiff that she has adequately pled she obtained a "vested right" to the pension benefits by reaching a marital settlement agreement with defendant during divorce proceedings granting her those benefits.

While neither this court nor the parties were able to find any Pennsylvania authority defining "vested rights" as used in Section 3503, it has been defined in other contexts. Most commonly vested rights are discussed in cases involving whether a new statute can be applied retroactively. The general rule is that statutes can be applied retroactively if no vested right or contractual obligation is impaired or destroyed. See, Creighan v. City of Pittsburgh, 132 A.2d 867, 870 (Pa. 1957); In re R.T., 778 A.2d 670, 679 (Pa. Super. 2001).

Within that context, our courts have applied the definition of "vested right" set forth in Black's Law Dictionary, which defines the term as "[a] right that so completely and definitely belongs to a person that it cannot be impaired or taken away without the person's consent." In re R.T. at 679 (quoting Black's Law Dictionary 1324 (7th ed.1999)). Another court has described that "[a] right is not vested unless it is fixed and without condition." Ashbourne School v. Dept. of Ed., 403 A.2d 161, 165 (Pa. Commw. 1979) (citation omitted). See also, Eakin v. Raub, 12 Serg. & Rawle 330, 360, 1825 WL 1913 (Pa. 1825) ("a vested right is where a man has power to do certain actions, or to possess certain things, according to the laws of the land").

Under these definitions, plaintiff's assertion of a contractually based right to a portion of defendant's pension benefits qualifies as a "vested right." As noted, a marital settlement agreement "is enforceable by utilizing the same rules of law used in determining the validity of contracts." Luber v. Luber supra (citing Lipschutz v. Lipschutz). Plaintiff has adequately pled all the elements of a valid contract. A contractual right is certainly a right that "completely and definitely belongs [to plaintiff]" and "cannot be impaired or taken away without [her] consent." In re R.T. supra. In addition, her right to pension benefits under the marital settlement agreement, as pled, is additionally "fixed and without condition." Ashbourne School supra. Accordingly, her claims are not barred by Section 3503.

This court briefly addresses plaintiff's argument that the Superior Court's decision in Smith v. Smith supports his argument raised under Section 3503. 749 A.2d 921 (Pa. Super. 2000). In that case, the parties had been previously married, divorced and remarried. During the second round of divorce proceedings, wife sought to reach back and claim as marital property the portion of husband's pension that had accrued during their first marriage. The court defined the issue as whether the pension benefits were marital property subject to equitable distribution. Id. at 924. It held they were not, finding that any property rights wife may have had that accrued during the first marriage were terminated upon entry the initial divorce decree. In support, the court cited Section 3503, concluding that "wife's claim to any pension rights accruing during the first marriage could only have been asserted in equitable distribution, had she petitioned the court to proceed under the Divorce Code prior to the entry of a final divorce decree, or after a successful attack upon the final decree." Id. at 925.

Smith is definitively distinguishable from the present case whereby plaintiff-wife here has adequately pled that she obtained a vested right in defendant-husband's pension benefits prior to entry of the divorce decree by entering into a marital settlement agreement with defendant-husband during the divorce proceedings. The wife in Smith, on the other hand, made no allegations she and husband reached a similar agreement during their first round of divorce proceedings and thus the issue of whether wife there retained a vested right which survived the divorce decree was never presented to the Smith court.

#### *All Claims - Lack Personal Jurisdiction*

Finally, defendant argues that this court lacks personal jurisdiction over him.<sup>4</sup> Defendant asserts that none of the statutory bases for personal jurisdiction exist, including that he was not present in Pennsylvania when process was served, is no longer domiciled in Pennsylvania (having since moved to Colorado), and has not consented to personal jurisdiction. 42 Pa.C.S.A. § 5301(a)(1). He further argues that plaintiff has failed to plead facts sufficient to confer Pennsylvania personal jurisdiction over him under our long-arm statute. 42 Pa.C.S.A. § 5322. Plaintiff responds that she has adequately pled facts in her Complaint establishing personal jurisdiction including that the agreement upon which plaintiff bases her

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<sup>4</sup> Defendant failed to advance this objection at oral argument and thus appears to have abandoned it. Nevertheless, I will briefly address it.

claims was entered in Dauphin County, Pennsylvania and that defendant resided here during all relevant time periods.

“When a defendant challenges the court's assertion of personal jurisdiction, that defendant bears the burden of supporting such objections to jurisdiction by presenting evidence.” Gall v. Hammer, 617 A.2d 23, 24 (Pa. Super. 1992) (citation omitted). “The burden of proof only shifts to the plaintiff after the defendant has presented affidavits or other evidence in support of its preliminary objections challenging jurisdiction.” Id. at 24 n.2 (citations omitted). In this case, plaintiff has failed to develop any kind of record on the jurisdictional issue and as such, his objection must be overruled.

Accordingly, I enter the following:

ORDER

AND NOW, this 10<sup>th</sup> day of August 2016, upon consideration of Defendant's Amended Preliminary Objections to Plaintiff's Complaint, it is directed that the Objections are SUSTAINED as to the causes of action raised by Plaintiff in Count 2 (Promissory Estoppel and Unjust Enrichment). All other Preliminary Objections are OVERRULED, as set forth in the attached opinion.

## SECOND PUBLICATION

### Estate Notices

ESTATE OF MARY ANN STRAW, (died: July 23, 2016), late of Harrisburg City, Dauphin County, Pennsylvania. Executor: Donald L. Straw, II, 6200 Catherine Street, Harrisburg, PA 17112. Attorney: Richard H. Katsifis, Esquire, Killian & Gephart, LLP, 218 Pine Street, Harrisburg, PA 17101. a19-s2

ESTATE OF RUSSELL M. KAUFFMAN, late of Lower Paxton Township, Dauphin County, Pennsylvania. Executor: Patricia Morris, c/o Jeffrey A. Keiter, J.D., 218 W. Governor Road, P.O. Box 384, Hershey, PA 17033, (717) 673-4474. a19-s2

ESTATE OF HARVEY H. EBERSOLE, JR., late of the County of Dauphin and Commonwealth of Pennsylvania. Co-Executor: Jeffrey D. Ebersole, 315 Spring Rd., Palmyra, PA 17078; Co-Executor: Steven E. Ebersole, 9382 Elizabethtown Rd, Elizabethtown, PA 17022; Co-Executor: Robert A. Ebersole, 2439 Church Rd., Hummelstown, PA 17036 Attorney: Daryl J. Gerber, Esquire, The Law Office of Daryl J. Gerber, 46 E. Main Street, Palmyra, PA 17078. a19-s2

ESTATE OF PEARL K. HOFFMAN, (died: April 3, 2016), late of Susquehanna Township, Dauphin County, Pennsylvania. Executor: Arthur K. Hoffman of Harrisburg, Pennsylvania. Attorney: Jacqueline A. Kelly, Esquire, Jan L. Brown & Associates, 845 Sir Thomas Court, Suite 12, Harrisburg, PA 17109, 717-541-5550. a19-s2

ESTATE OF NANCY E. JESZENKA, (died: July 13, 2016), late of West Hanover Township, Dauphin County, Pennsylvania. Executor: Mark E. Jeszenka of Harrisburg, Pennsylvania. Attorney: Jacqueline A. Kelly, Esquire, Jan L. Brown & Associates, 845 Sir Thomas Court, Suite 12, Harrisburg, PA 17109, 717-541-5550. a19-s2

## THIRD PUBLICATION

### Estate Notices

ESTATE OF MARIE J. KEISER, late of Lower Paxton Township, Dauphin County, Pennsylvania. Executor: Jeffrey W. Keiser, c/o Saul Ewing LLP, 2 North Second Street, 7th Floor, Harrisburg, PA 17101. Attorney: Ross E. Bruch, Esquire, Saul Ewing LLP, 2 North Second Street, 7th Floor, Harrisburg, PA 17101. a12-26

ESTATE OF JEANNE HAMMER, (died May 17, 2016) 4000 Linglestown Rd., Harrisburg, Dauphin County, Pennsylvania 17112. Executor: Richard S. Friedman, 300 N. 2nd St., Suite 402, Harrisburg, PA 17101. a12-26

ESTATE OF MARY A. WAGNER, A/K/A MARY E. WAGNER, (died: May 23, 2016), late of Dauphin County, Pennsylvania. Executor: Russell L. Wagner, 660 Blue Mountain Parkway, Harrisburg, PA 17112. Attorney: Steven J. Schiffman, Esq., SCHIFFMAN, SHERIDAN & BROWN, PC, 2080 Linglestown Road, Suite 201, Harrisburg, PA 17110. a12-26

ESTATE OF PATRICK J. BELSOLE, (died: July 25, 2016), late of 866 Tallyho Drive, Hershey, Derry Township, Dauphin County, Commonwealth of Pennsylvania. Executrix: Joelyn L. Besole, 866 Tallyho Drive, Hershey, PA 17033. Attorney: Peter R. Henninger, Jr., Esq., Jones & Henninger, P.C., 339 W. Governor Rd., Ste. 201, Hershey, PA 17033. a12-26

ESTATE OF JAY E. STAUFFER, (died: approximately July 9, 2016 or July 10, 2016), late of Middletown Borough, Dauphin County, Pennsylvania. Executor: Neil E. Stauffer, c/o Pannebaker & Mohr, P.C., 4000 Vine Street, Suite 101, Middletown, PA 17057 or to Attorney: Kendra A. Mohr, Esq., Pannebaker & Mohr, P.C., 4000 Vine Street, Suite 101, Middletown, PA 17057. a12-26

ESTATE OF ESTHER M. BENDER, (died: June 27, 2016), of Harrisburg City, Dauphin County, Pennsylvania. Executor: Richard L. Bender c/o Edmund G. Myers, Attorney, Johnson, Duffie, Stewart & Weidner, 301 Market Street, P.O. Box 109, Lemoyne, PA 17043. a12-26

ESTATE OF MARIE WILEY HAZZARD, (died July 20, 2016), late of Dauphin County, Pennsylvania. Administrator: Herbert B. Hazzard, 1211 Amber Lane, Harrisburg, PA 17111. Attorney: Steven J. Schiffman, Esq., SCHIFFMAN, SHERIDAN & BROWN, PC, 2080 Linglestown Road, Suite 201, Harrisburg, PA 17110. a12-26

ESTATE OF JOHN P. BRYAN, late of Derry Township, Dauphin County, Pennsylvania. Executor: Edward E. Shiffer, 530 S. Lincoln Street, Palmyra, PA 17078. Attorney: Gerald J. Brinser. a12-26

ESTATE OF CHARLES L. FINNELL, SR., (died: July 21, 2016), late of City of Harrisburg, Dauphin County, Pennsylvania. Executrix: Marchell Napper, 4293 Beaufort Hunt Drive, Harrisburg, PA 17110. Attorney: Elizabeth H. Feather, Esquire, CALDWELL & KEARNS, PC, 3631 North Front Street, Harrisburg, PA 17110. a12-26

ESTATE OF ROBERT M. CHUBB A/K/A ROBERT M. CHUBB JR., (died: June 3, 2015), late of Borough of Highspire, Dauphin County. Administrator: Jeffrey A. Chubb, 2903 Glenwood Drive, Camp Hill, PA 17011. Attorney: Kent H. Patterson, 221 Pine Street, Harrisburg, PA 17101. a12-26

### THIRD PUBLICATION

#### Estate Notices

ESTATE OF DAVID J. CAMERON, III A/K/A DAVID CAMERON, (died: June 7, 2016), late of Susquehanna Twp., Dauphin County, PA. Executrix: Patricia A. Lupichuk c/o Michael Frisbie, Esq., 847 W. Market St., Perkasie, PA 18944 or to Attorney: Michael Frisbie, Weber Kracht & Chellew, 847 W. Market St., Perkasie, PA 18944.

a12-26

### FIRST PUBLICATION

#### Corporate Notices

NOTICE IS HEREBY GIVEN that **Doyle Construction Company**, a foreign corporation formed under the laws of the State of Maryland where its principal office is located at 2275 Research Blvd., Ste. 500, Rockville, MD 20850, has or will register to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on August 10, 2016 under the provisions of the Pennsylvania Business Corporation Law of 1988. The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o Business Filings Incorporated, Dauphin County. a26

NOTICE IS HEREBY GIVEN that **Mota Design Group, Inc.**, a foreign corporation formed under the laws of the State of Ohio where its principal office is located at 2321 Second St., Ste. 102, Cuyahoga Falls, OH 44221, has or will register to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on August 16, 2016, under the provisions of the Pennsylvania Business Corporation Law of 1988. The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County. a26

NOTICE IS HEREBY GIVEN that **Alpha Natural Resources Holdings, Inc.**, a foreign corporation formed under the laws of the State of Delaware where its principal office is located at One Alpha Place, P.O. Box 16429, Bristol, VA 24209, has or will register to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on July 15, 2016 under the provisions of the Pennsylvania Business Corporation Law of 1988. The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County. a26

NOTICE IS HEREBY GIVEN that **ARKAY PACKAGING CORPORATION**, a foreign corporation formed under the laws of the State of New York where its principal office is located at 100 Marcus Blvd., Ste. 2, Hauppauge, NY 11788, has or will register to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on August 16, 2016 under the provisions of the Pennsylvania Business Corporation Law of 1988. The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o CT Corporation System, Dauphin County. a26

NOTICE IS HEREBY GIVEN that **Novatek Inc. d/b/a Novatek Inc. of Utah**, a foreign corporation formed under the laws of the State of Utah where its principal office is located at 2185 Tracy Hall Pkwy., Provo, UT 84606, has or will register to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on August 12, 2016 under the provisions of the Pennsylvania Business Corporation Law of 1988. The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located at c/o National Registered Agents, Inc., Dauphin County. a26

NOTICE IS HEREBY GIVEN that the Articles of Organization were filed with the Department of State of the Commonwealth of Pennsylvania, which were approved the 23rd day of July 2016, for the purposes of obtaining a Certificate of Organization of a proposed limited liability company to be organized under the Business Corporation Law of the Commonwealth of Pennsylvania Act of December 1988.

The name of the Organization is **Keeno Property Management Limited Liability Company**.

The purpose for which the corporation is organized is to engage in any activity for which corporations may be organized under the Business Corporation Law of the Commonwealth.

Jacobson & Julius  
8150 Derry Street  
Harrisburg, P A 17111  
Phone: 717-909-5858  
Fax: 717-909-7788

a26

NOTICE IS HEREBY GIVEN that **CAT 1<sup>ST</sup> CORP.** filed a foreign registration statement with the Commonwealth of Pennsylvania. The address of the principal office is 8275 S Eastern Ave., Ste. 200, Las Vegas, NV 89123. The Commercial Registered Office Provider is Paracorp Incorporated in Dauphin County. The Corporation is filed in compliance with the requirements of the applicable provisions of 15 Pa. C.S. 412. a26

## FIRST PUBLICATION

### Corporate Notices

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 August 8, 2016, for a foreign corporation with a registered address in the state of Pennsylvania as follows: **Advanced Lighting Concepts, Inc.** c/o Registered Agent Solutions, Inco

This corporation is incorporated under the laws of California.

The address of its principal office is 11235 W Bernardo Ct, Suite 102, San Diego, CA 92127.

The corporation has been qualified in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended. a26

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 August 5, 2016, for a foreign corporation with a registered address in the state of Pennsylvania as follows: **Spectrum One Mortgage Corporation** c/o Registered Agent Solutions, Inc.

This corporation is incorporated under the laws of California.

The address of its principal office is 16460 Bake Pkwy, Suite 200, Irvine, CA 92618.

The corporation has been qualified in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended. a26

NOTICE IS HEREBY GIVEN that **Desktop Genetics Inc.** filed a foreign registration statement with the Commonwealth of Pennsylvania. The address of the principal office is 3P1 Cooper House, 2 Michael Rd., London, SW6 2AD. The Commercial Registered Office Provider is National Registered Agents, Inc. in Dauphin County. The Corporation is filed in compliance with the requirements of the applicable provisions of 15 Pa. C.S. 412. a26

NOTICE IS HEREBY GIVEN that **ANTRA INC.**, a foreign business corporation incorporated under the laws of Virginia, with its princ. office located at 21355 Ridgetop Cir., Ste. 300, Sterling, VA 20166, 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 21355 Ridgetop Cir., Ste. 300, Sterling, VA 20166. 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. a26

NOTICE IS HEREBY GIVEN that **RSM McGladrey, Inc.**, a foreign business corporation incorporated under the laws of the State of Delaware, received a Certificate of Authority in Pennsylvania on 7/30/1999 and surrenders its certificate of authority to do business in Pennsylvania.

Its last registered office in this Commonwealth was located at: Corporation Service Company, 2595 Interstate Drive, Suite 103, Harrisburg, Pennsylvania 17110, and its last registered office of the corporation shall be deemed for venue and official publication purposes to be located in Dauphin County, Pennsylvania.

Notice of its intention to withdraw from Pennsylvania was mailed by certified or registered mail to each municipal corporation in which the registered office or principal place of business of the corporation in Pennsylvania is located.

The post office address, including street and number, if any, to which process may be sent in an action or proceeding upon any liability incurred before any liability incurred before the filing of the application for termination of authority is c/o RSM US LLP, 801 Nicollet Mall, Suite 1100, Minneapolis, Minnesota 55402. a26

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of the Commonwealth of Pennsylvania on 8/15/2016 under the Domestic Business Corporation Law, for **GENERAL TREE TREATMENT, INC.**, and the name and county of the commercial registered office provider is c/o: Corporation Service Co., Dauphin County. a26

NOTICE IS HEREBY GIVEN that **QVC Global Holdings I, Inc.**, a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 1200 Wilson Dr., West Chester, PA 19380, 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 c/o Corporation Service Company, 2711 Centerville Rd. Ste. 400, Wilmington, 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. a26

NOTICE IS HEREBY GIVEN that **REPUBLIC CLOTHING APPAREL INC.**, a foreign business corporation under the laws of the State of Maryland where its principal office is located at 1411 Broadway, 37 FL, New York, NY 10018 has applied for a Certificate of Authority in Pennsylvania, where its registered office is located at c/o InCorp Services, Inc. Dauphin County. The registered office of the corporation shall be deemed for venue and official publication purposes to be located in Dauphin County, Pennsylvania. a26



**FIRST PUBLICATION**

**Corporate Notices**

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed on June 14, 2016, with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania for the purpose of obtaining a Certificate of Incorporation. The name of the corporation organized under the Pennsylvania Business Corporation Law of 1988, Act of December 21, 1988, P.L. 1444, No. 177, as amended and supplemented, is: **A 2 Z Diversity Solutions, Inc.**

And the purpose for which it is to be organized is to engage in any business permitted by law, with a focus on diversity Consulting and Staffing.

Law Offices of Peter J. Russo, P.C.  
5006 E. Trindle Road, Suite 203  
Mechanicsburg, PA 17050

a26

NOTICE IS HEREBY GIVEN of the filing of Certificate of Organization in the Department of state of the Commonwealth of Pennsylvania on or about June 1, 2016 for the purpose of organizing a proposed domestic limited liability company to be organized under the Limited Liability Company Law of 1994, 15 Pa. C.S.A. 8901 et seq. The name of the limited liability company is: **Integrated Agriculture Systems, LLC**

And the purpose for which it is to be organized is to engage in any business permitted by law, with a focus on aquaponics and other integrated agriculture systems along with digital curriculum and certified training models.

Law Offices of Peter J. Russo, P.C.  
5006 E. Trindle Road, Suite 203  
Mechanicsburg, PA 17050

a26

NOTICE IS HEREBY GIVEN in compliance with the requirements of the applicable provisions of 15 PA. C.S./415 or /417, the undersigned registered foreign association hereby states that **Sun-Com Wireless Management Company, Inc.** is not doing business in the Commonwealth and withdraws its registration to do business in this Commonwealth. The jurisdiction of formation is Delaware, with the PA registered agent being c/o: Corporation Service Co.. This statement of withdrawal will take place effective 8/19/2016. a26

NOTICE IS HEREBY GIVEN that **Bimbo Foods Bakeries Distribution, Inc.** with a commercial registered office provider in care of Capital Corporate Services, Inc. in Dauphin County does hereby give notice of its intention to withdraw from doing business in this Commonwealth. The address to which any proceeding may be sent before this filing is 4801 Cox Road, Suite 101, Glen Allen, VA 23060. This shall serve as official notice to creditors and taxing authorities. a26

NOTICE IS HEREBY GIVEN that **Priority Mortgage Funding, Inc.** filed a foreign registration statement with the Commonwealth of Pennsylvania. The address of the principal office is 30012 Ivy Glenn, Suite 180, Laguna Niguel, CA 92677. The Commercial Registered Office Provider is in care of Paracorp Incorporated in Dauphin County. The Corporation is filed in compliance with the requirements of the applicable provisions of 15 Pa. C.S. 412. a26

NOTICE IS HEREBY GIVEN that a Foreign Registration Statement was filed with the PA Dept. of State on 08/16/2016 by **Harold Marcus Limited**, a business corporation formed under the laws of the jurisdiction of Canada with its principal office located at 15124 Longwoods Road, Bothwell, Ontario N0P1C0, 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. a26

NOTICE IS HEREBY GIVEN that **QVC Global Holdings II, Inc.**, a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 1200 Wilson Dr., West Chester, PA 19380, 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 c/o Corporation Service Company, 2711 Centerville Rd., Ste. 400, Wilmington, 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. a26

**FIRST PUBLICATION**

**Fictitious Name Notices**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of the Fictitious Name Act, 54 Pa.C.S. §30 1, et seq., and its amendments and supplements, of filing with the Secretary of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania on the 10th day of August, 2016, an application for conducting business under the assumed or fictitious name of **Shanty Hunter** with its principal place of business located at 8202 State Route 25, Spring Glen, Schuylkill County, Pennsylvania 17978.

The name and address of the person owning or interested in said business is: Mark L. Fisher - 8202 State Route 25, Spring Glen, PA 17978.

GREGORY M. KERWIN, ESQ.  
KERWIN & KERWIN, LLP  
4245 State Route 209  
Elizabethville, P A 17023  
(717) 362-3215

a26

**FIRST PUBLICATION**

**Fictitious Name Notices**

NOTICE IS HEREBY GIVEN that a Registration of Fictitious Name was filed in the Commonwealth of Pennsylvania for **Verus Mortgage Capital** with a principal place of business at 1155 F St., N.W., Suite 1075, Washington DC 20004. The name and address of the entity interested in the business is Verus Residential Loanco, LLC in care of Paracorp Incorporated in Dauphin County. This is filed in accordance with 54 Pa.C.S. 311. a26

NOTICE IS HEREBY GIVEN that an Application for Registration of Fictitious Name was filed in the Department of State of the Commonwealth of Pennsylvania on June 13 2016 for **Aging Out Institute** located at 4717 Holly Circle, Harrisburg PA 17110. The name and address of each individual interested in the business is Barabara Lynn Tonini, 4717 Holly Circle Harrisburg, PA 17110. This was filed in accordance with 54 Pa. C.S. 311. a26

NOTICE IS HEREBY GIVEN that an application for registration of a fictitious name, **Delta Vacations** for the conduct of business in Dauphin County, Pennsylvania, with the principal place of business being 2704 Commerce Drive, Harrisburg, PA 17110 was made to the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania on the 12th day of August, 2016 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: ML T Vacations, LLC, 700 So. Central Avenue, Atlanta, GA 30354. a26

NOTICE IS HEREBY GIVEN that an application for registration of a fictitious name, **Dental Care of Harrisburg** for the conduct of business in Dauphin County, Pennsylvania, with the principal place of business being 2323 Linglestown Road, Ste. 201A, Harrisburg, PA 17110 was made to the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania on the 14th day of March, 2016 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: Dental Professionals of Pennsylvania PC, 3975 Trindle Road, Camp Hill, PA 17011. a26

NOTICE IS HEREBY GIVEN that a Registration of Fictitious Name was filed in the Commonwealth of Pennsylvania for **Tradesman Interiors** with a principal place of business located at 4309 Linglestown Rd., Ste. 105, Harrisburg PA 17112 in Dauphin County. The name and address of the entity interested in the business is Benjamin Lewis Drywall LLC located at this same address. This is filed in accordance with 54 Pa.C.S. 311. a26

**FIRST PUBLICATION**

**Miscellaneous Notices**

**NOTICE OF ADMINISTRATIVE SUSPENSION**

NOTICE IS HEREBY GIVEN that the following Dauphin County attorneys have been Administratively Suspended by Order of the Supreme Court of Pennsylvania dated July 18, 2016, pursuant to Rule 111(b) Pa.R.C.L.E., which requires that every active lawyer shall annually complete, during the compliance period for which he or she is assigned, the continuing legal education required by the Continuing Legal Education Board. The Order became effective August 17, 2016 for Compliance Group 3.

Ayers, Phillip A.  
Shughart, Kathy M.

Suzanne E. Price  
Attorney Registrar  
The Disciplinary Board of the  
Supreme Court of Pennsylvania

a26

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

**NO. 2015-CV-7219-CV**

**DAT T. VU, ET UX, PLAINTIFF  
VS.  
THU T. NGUYEN T/A REGAL NAILS,  
DEFENDANT**

To: THU T. NGUYEN t/a REGAL NAILS -

You have been sued in Court. You must answer or otherwise plead within 20 days of this notice in writing with the Dauphin County Court of Common Pleas your defenses or objections to the claims set forth in the Complaint. Failure to do so may result in a judgment being entered against you for the monetary and/or property relief requested by the Plaintiffs. Immediately take this Notice to an attorney or if you cannot afford to hire an attorney contact Dauphin County Lawyer Referral Service (717) 232-7536. Contact the Law Office of Tran & Tran, LLC at (856) 722-1100 or the Dauphin County Prothonotary Office at (717) 780-6520 for a copy of the Complaint. a26

**FIRST PUBLICATION**

Miscellaneous Notices

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

**NO. 2016-CV-2434-MF**

**CIVIL ACTION  
MORTGAGE FORECLOSURE**

**FEDERAL NATIONAL MORTGAGE  
ASSOCIATION ("FANNIE MAE")  
3900 WISCONSIN AVENUE, NW  
WASHINGTON, DC 20016-2892, PLAINTIFF  
VS.**

**KAYLEEN TIMMONS, IN HER CAPACITY  
AS ADMINISTRATRIX OF THE ESTATE  
AND HEIR AT LAW OF VICTORIA A.  
OSTER, DECEASED, ARIEL E. O'BRIEN, IN  
HER CAPACITY AS HEIR AT LAW OF  
VICTORIA A. OSTER, DECEASED AND  
UNKNOWN HEIRS, SUCCESSORS,  
ASSIGNS AND ALL PERSONS, FIRMS OR  
ASSOCIATIONS CLAIMING RIGHT, TITLE  
OR INTEREST FROM OR UNDER  
VICTORIA A. OSTER, DECEASED  
242 NORTH UNION STREET  
MIDDLETOWN, PA 17057, DEFENDANTS**

**NOTICE**

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

YOU SHOULD TAKE THIS PAPER TO YOUR 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.

**ADVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta a sentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea a visado que si usted no se defiende, la corte toma ra medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros de rechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO VAYA EN PERSONA O TELEFONA A LA OFICINA ESCRITA ABAJO . Esta oficina le puede proveer informacion sobre como contratar a un abogado. Si usted no tiene el dinero suficiente para contratar a un abogado, le podemos dar informacion sobre agencias que proveen servicio legal a personas elegible para servicios a costo reducido o gratuito

**LAWYER REFERRAL SERVICE  
213 N. FRONT STREET  
HARRISBURG PA 17101  
717-232-7536**

**MARTHA E. VON ROSENSTIEL, P.C.  
Martha E. Von Rosenstiel, Esquire / No. 52634  
Heather Riloff, Esquire / No. 309906  
Jeniece D. Davis, Esquire / No. 208967  
649 South Avenue, Suite 7  
Secane, PA 19018  
(610) 328-2887  
Attorneys for Plaintiff**

a26

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

**NO.: 2016-CV-03879-NT**

**FERNANDO J. & NELLY T. GOMEZ,  
PLAINTIFFS  
VS.  
GILBERTO RIVERA, JR., DEFENDANT**

**NOTICE UNDER RULE 2973.3 OF  
JUDGMENT AND EXECUTION THEREON  
NOTICE OF DEFENDANT'S RIGHTS**

TO: GILBERTO RIVERA, JR., Defendant

A judgment for possession of real property has been entered against you and in favor of the Plaintiffs without prior notice and hearing based on a

**FIRST PUBLICATION**

**Miscellaneous Notices**

confession of judgment contained in a promissory note or other document allegedly executed by you.

You may have legal rights to defeat the judgment or to prevent your being removed from the property or to regain possession of the property if you have been removed, if you did not voluntarily, intelligently and knowingly give up your constitutional right to notice and hearing prior to the entry of judgment or if you have defenses or other valid objections to the judgment.

ANY PETITION SEEKING RELIEF FROM THE JUDGMENT AND TO REGAIN POSSESSION MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

If you have been removed from the property without notice or the opportunity for a hearing, you have a right to a prompt court hearing if you claim that you did not voluntarily, intelligently and knowingly give up your rights to notice and hearing prior to the entry of the judgment. If you wish to exercise this right, you must immediately fill out and sign a request for hearing and deliver it to the Sheriff of Dauphin County at the Dauphin County Courthouse, 101 Market Street, Harrisburg, PA 17101.

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 ALA WYER.

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

Dated: August 16, 2016

By:

CALDWELL & KEARNS, P.C.

David A. Wion, Esquire (Atty. ID #06883)

Veronica L. Boyer, Esquire (Atty. ID #310095)

3631 North Front Street

Harrisburg, PA 17110

(717) 232-7661 Phone/(717) 232-2766 Fax

a26

Attorneys for Plaintiffs

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

**CIVIL DIVISION**

**NO.: 2016-CV-02851-MF**

**WILMINGTON SAVINGS FUND SOCIETY,  
FSB, D/B/A CHRISTIANA TRUST, NOT  
INDIVIDUALLY BUT AS TRUSTEE FOR  
CARLSBAD FUNDING MORTGAGE TRUST  
(PLAINTIFF)**

**VS.**

**SHIRLEY V. GRIFFIN AND EDWARD R.  
SMITH (DEFENDANTS)**

**NOTICE**

TO DEFENDANTS:

You are hereby notified the plaintiff, Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Carlsbad Funding Mortgage Trust, has filed a Complaint in Mortgage Foreclosure with regard to the premises situate at 2812 Boas Street, Harrisburg, PA 17103, endorsed with a Notice to Defend, against you at No. 2016-CV-02851-MF in the Civil Division of the Court of Common Pleas of Dauphin County, Pennsylvania, wherein the plaintiff seeks to foreclose on the mortgage encumbering said property, which foreclosure would lead to a public sale by the Dauphin County Sheriff.

YOU HAVE BEEN SUED. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

**FIRST PUBLICATION**

**Miscellaneous Notices**

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

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

Contact Attorney for Plaintiff:  
Stephen M. Hladik, Esquire  
298 Wissahickon Avenue,  
North Wales, PA 19454

a26

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

**CIVIL DIVISION**

**NO.: 2016-CV-02851-MF**

**STONEGATE MORTGAGE CORPORATION  
(PLAINTIFF)  
VS.  
ALICIA MARIE GEHMAN AND MORGAN  
D. REYNOLDS (DEFENDANTS)**

**NOTICE**

**TO DEFENDANTS:**

You are hereby notified the plaintiff, Stonegate Mortgage Corporation, has filed a Complaint in Mortgage Foreclosure with regard to the premises situate at 1910 Preserve Lane, Unit F4, Palmyra, PA 17078, endorsed with a Notice to Defend, against you at No. 2016-CV-03364-MF in the Civil Division of the Court of Common Pleas of Dauphin County, Pennsylvania, wherein the plaintiff seeks to foreclose on the mortgage encumbering said property, which foreclosure would lead to a public sale by the Dauphin County Sheriff.

YOU HAVE BEEN SUED. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT

YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR 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 N. Front Street  
Harrisburg, PA 17101  
(717) 232-7536

Contact Attorney for Plaintiff:  
Stephen M. Hladik, Esquire  
298 Wissahickon Avenue,  
North Wales, PA 19454

a26

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

**CASE NO: 2016-CV-04173-EJ**

**CIVIL ACTION - EJECTMENT**

**LSF9 MASTER PARTICIPATION TRUST  
13801 WIRELESS WAY  
OKLAHOMA CITY, OK 73134, PLAINTIFF  
VS.  
BRENT J. FRANK AND DANELL FRANK  
OR OCCUPANTS, DEFENDANT(S)**

Defendant(s): Brent J. Frank and Danell Frank or Occupants

Premises Subject to Foreclosure: 103 Wayne Drive, Harrisburg, PA 17112

**Notice**

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

**FIRST PUBLICATION**

**Miscellaneous Notices**

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MARTHA E. VON ROSENSTIEL, P.C.  
Martha E. Von Rosenstiel, Esquire / No. 52634  
Heather Riloff, Esquire / No. 309906  
Jeniece D. Davis, Esquire / No. 208967  
649 South Avenue, Suite 7  
Secane, PA 19018  
(610) 328-2887

a26 Attorneys for Plaintiff

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

**NO. 2014 CV 4201-MF**

**CIVIL ACTION - LAW**

**NOTICE OF ACTION  
IN MORTGAGE FORECLOSURE**

**US BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR THE PENNSYLVANIA  
HOUSING FINANCE AGENCY, PLAINTIFF  
VS.**

**WILLIE JAME LEWIS, SR., MARY LAVON  
LEWIS, MOSES KELLY, JR, AND VONETT  
LEWIS, KNOWN HEIRS OF ESSIE M.  
LEWIS, DECEASED, AND THE UNKNOWN  
HEIRS OF ESSIE M. LEWIS, DEFENDANTS**

TO: WILLIE JAMES LEWIS SR. AND MOSES  
KELLY, JR.

You are hereby notified that on OCTOBER 20, 2016, a Sheriff Sale of Real Property will be held at 10:00AM at the DAUPHIN COUNTY ADMINISTRATION BUILDING COMMISSIONERS HEARING ROOM, 4TH FLOOR, 1 SOUTH MARKET SQUARE, HARRISBURG, PA. The

location of the property to be sold is 2407 NORTH 6TH STREET, HARRISBURG, PA 17102, whereupon this property would be sold by the Sheriff of DAUPHIN County. The said writ of execution has been issued as judgment in Mortgage Foreclosure Action at execution NO. 2014-CV-04201-MF in the amount of \$42,370.14.

**NOTICE**

You have been sued in Court. If you wish to defend, you must enter a written appearance personally or by an attorney, and file your defenses or objections in writing with the Court. You are warned that if you fail to do so, the case may proceed without you. 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

DAUPHIN COUNTY  
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213 NORTH FRONT STREET  
HARRISBURG, PA 17101  
717-232-7536

Attorney Leon P. Haller  
1719 North Front Street  
Harrisburg, Pa. 17102

a26

717-234-4178

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

**CIVIL ACTION – LAW**

**NO. 2013 CV 2311 MF**

**NOTICE OF ACTION  
IN MORTGAGE FORECLOSURE**

**WELLS FARGO BANK, N.A., PLAINTIFF  
VS.  
STEPHEN M. PETROVIC AND LOUISE D.  
PETROVIC, DEFENDANTS**

**NOTICE**

TO: Louise D. Petrovic, Defendant, whose last known address is 1332 Ridge Road, East Hanover Township, PA 17028.

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

TAKE NOTICE that the real estate located at 1332 Ridge Road, East Hanover Township, PA 17028, is scheduled to be sold at Sheriff's Sale on

**FIRST PUBLICATION**

**Miscellaneous Notices**

October 20, 2016 at 10:00 A.M., at Sheriff's Office, Dauphin County Administration Building, Commissioners Hearing Rm., 4th Fl., Market Sq., Harrisburg, PA 17101 to enforce the Court Judgment of 204,833.74 obtained by Wells Fargo Bank, N.A. against you.

PROPERTY DESCRIPTION: BEING prem.: 1332 Ridge Road, East Hanover Township, PA 17028. Tax Parcel: #25-007-042.

Improvements consist of residential property. Sold as the property of Victor Ross, Sr. and Gloria J. Ross, husband and wife, by Deed dated September 3, 1999 and recorded September 8, 1999 in the Office of the Recorder of Deeds in and for Dauphin County in Deed Book Volume 3502, Page 530, granted and conveyed unto Stephen M. Petrovic and Louise D. Petrovic, husband and wife.

TERMS OF SALE: The purchaser at sale must pay the full amount of his/her bid by two o'clock P.M. on the day of the sale, and if complied with, a deed will be tendered by the Sheriff at the next Court of Common Pleas for Dauphin County conveying to the purchaser all the right, title, interest and claim which the said defendant has in and to the said property at the time of levying the same. If the above conditions are not complied with on the part of the purchaser, the property will again be offered for sale by the Sheriff at three o'clock P.M., on the same day. The said purchaser will be held liable for the deficiencies and additional costs of said sale.

TAKE NOTICE that a Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

Powers, Kirm & Assoc., LLC, Attys. for Plaintiff  
Eight Neshaminy Interplex, Ste. 215  
Trevose, PA 19053  
215-942-2090

a26

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

**NO. 2015-CV-07652-MF**

**NOTICE OF SHERIFF'S SALE**

**OCWEN LOAN SERVICING, LLC,  
PLAINTIFF  
VS.  
DAVID REICHWEIN, DEFENDANT**

NOTICE TO: DAVID REICHWEIN

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

Being Premises: 1171 VISTA LANE, ELIZABETHTOWN, PA 17022-8930

Being in CONEWAGO TOWNSHIP, County of DAUPHIN, Commonwealth of Pennsylvania, 22-015-021-000-0000

Improvements consist of residential property.

Sold as the property of DAVID REICHWEIN

Your house (real estate) at 1171 VISTA LANE, ELIZABETHTOWN, PA 17022-8930 is scheduled to be sold at the Sheriff's Sale on 10/20/2016 at 10:00 AM, at the DAUPHIN County Courthouse, 101 Market Street, Room 104, Harrisburg, PA 17107-2012, to enforce the Court Judgment of \$272,128.91 obtained by, OCWEN LOAN SERVICING, LLC (the mortgagee), against the above premises.

PHELAN HALLINAN DIAMOND  
& JONES, LLP

Attorney for Plaintiff

a26

**ATTORNEY DISCIPLINARY / ETHICS MATTERS**

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**FIRST PUBLICATION**

Name Change Notices

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

**DOCKET NO: 2015 CV 09871 NC**

**PETITION FOR CHANGE OF NAME**

**NOTICE**

NOTICE IS HEREBY GIVEN that on August 5th, 2016, the Petition of Marianne Spengler Twilley was filed in the above named court, requesting a decree to change her name from **Marianne Spengler Twilley** to **Marianne Spengler**.

The Court has fixed Tuesday, September 20, 2016 at 9:30am in Courtroom No. 12, 7th Floor, at the Juvenile Justice Center (Human Services Building), 25 S. Front St., Harrisburg, PA as the time and place for the hearing on said Petition, when and where all persons interested may appear and show cause if any they have, why the prayer of the said Petition should not be granted. a26

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

**DOCKET NO: 2016-CV-289-NC**

**PETITION FOR CHANGE OF NAME**

**NOTICE**

NOTICE IS HEREBY GIVEN that on January 12, 2016, the Petition of Aleshia Redmond on behalf of minor child Jamal Redmond-Williams was filed in the above named court, requesting a decree to change minor child's name from **Jamal Redmond-Williams** to **Jamal Redmond**.

The Court has fixed Tuesday, September 20, 2016 at 9:30am in Courtroom No. 12, 7th Floor, at the Juvenile Justice Center (Human Services Building), 25 S. Front St., Harrisburg, PA as the time and place for the hearing on said Petition, when and where all persons interested may appear and show cause if any they have, why the prayer of the said Petition should not be granted. a26

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

**DOCKET NO: 2016-CV-04368-NC**

**PETITION FOR CHANGE OF NAME**

**NOTICE**

NOTICE IS HEREBY GIVEN that on August 1, 2016, the Petition of Jennifer Marie Butz was filed in the above named court, requesting a decree to change her name from **Jennifer Marie Butz** to **Jennifer Scalise Butz**.

The Court has fixed Tuesday, September 20, 2016 at 9:30am in Courtroom No. 12, 7th Floor, at the Juvenile Justice Center (Human Services Building), 25 S. Front St., Harrisburg, PA as the time and place for the hearing on said Petition, when and where all persons interested may appear and show cause if any they have, why the prayer of the said Petition should not be granted. a26

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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*

August 15, 2016 - Turgeon, J., Commonwealth v. Lee, C.P., Dau. Co., No. CP-22-CR-3066-2008, Denied.

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**ATTORNEY:** Swartz Campbell LLC a mid-sized insurance defense law firm with offices located throughout Pennsylvania, New Jersey, Delaware, West Virginia and Ohio has an immediate opening for an attorney with 1-3 years of experience to join its team in our Harrisburg, PA location. In this role, an attorney will handle all aspects of worker's compensation and general liability litigation. Ideal candidates will have strong academic credentials, excellent analytical abilities and strong interpersonal and communication skills. Candidate should be highly organized, a self-starter and possess excellent writing abilities. Proficiency in Windows, Microsoft Office, and Google applications a plus and must be licensed to practice in Pennsylvania. Attorney applicants: A resume and writing sample including salary requirements must accompany your submission for consideration. Please send your resume and writing sample to [HR@swartzcampbell.com](mailto:HR@swartzcampbell.com). a12-26

**BAR ASSOCIATION PAGE**  
**Dauphin County Bar Association**  
**213 North Front Street, Harrisburg, PA 17101-1493**  
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