Northampton County Reporter

(USPS 395-280)

VOL. LIX EASTON, PA October 27, 2016 NO. 43

John Palencar, Plaintiff v. Singer Equipment Company, Defendant

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2. "Introduction to the Practice of Criminal Law"
3. "Employment Agreement Essentials, Elements and Pitfalls: Employee Non-compete and Non-solicit Agreements"
4. PA CLE Requirements
Goldenrod: 1. 2017 Photo Directory
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NOTICE TO THE BAR...

N.C. Reporter Holiday Deadline Changes

Nov. 10, 2016 – deadline to submit ads is Monday, November 7 @ noon.

Nov. 24, 2016 – deadline to submit ads is Friday, November 18 @ noon.

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Northampton County Reporter
Attorney Referral & Information Service
155 South Ninth Street, P.O. Box 4733
Easton, PA 18042
Phone (610) 258-6333 Fax (610) 258-8715
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PBA (800) 932-0311—PBI (800) 932-4637

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The Northampton County Reporter will be published every Thursday by the Northampton County Bar Association, 155 South Ninth St., Easton, PA 18042-4399. All legal notices relating to the business of the county, are required by rule of Court, to be published in this Journal. All legal notices must be submitted in typewritten form and are published exactly as submitted by the advertiser. Neither the Law Reporter nor the printer will assume any responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes to content.

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155 South Ninth St., Easton, PA 18042-4399
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Ralph J. Bellafatto, Esquire
Editor

NOTICE TO NCBA MEMBERS – BAR NEWS

2017 NCBA Photo Directory

We are publishing a new photo directory in 2017. Please make every effort to have your photo taken for the directory. Members want to know who you are!

The photo session dates and times are listed inside.

Call the NCBA Office to schedule your appointment.

Quarterly Association Meeting – Thursday, November 10, 2016

Registration form inside.

Barristers Boast

Have you received an honor or award for community work? Do you have a new grandchild? Have you heard good news about one of your NCBA colleagues that should be shared?

Good news items about fellow members should be sent to: marybeth@norcobar.org.

The taxpayer – that's someone who works for the federal government but doesn't have to take the civil service examination.~ Ronald Reagan

ESTATE AND TRUST NOTICES

Notice is hereby given that, in the estates of the decedents set forth below, the Register of Wills has granted letters testamentary or of administration to the persons named. Notice is also hereby given of the existence of the trusts of the deceased settlors set forth below for whom no personal representatives have been appointed within 90 days of death. All persons having claims or demands against said estates or trusts are requested to make known the same, and all persons indebted to said estates or trusts are requested to make payment, without delay, to the executors or administrators or trustees or to their attorneys named below.

FIRST PUBLICATION

BARTHOLOMEW, LESTER C., III, dec'd.
Late of the Borough of Pen Argyl, Northampton County, PA
Administratrix c.t.a.: Debra L. Thompson c/o Alfred S. Pierce, Esquire, Pierce & Steirer, LLC, 124 Belvidere Street, Nazareth, PA 18064
Attorneys: Alfred S. Pierce, Esquire, Pierce & Steirer, LLC, 124 Belvidere Street, Nazareth, PA 18064

DANKO, JEAN R., dec'd.
Late of North Catasauqua, Northampton County, PA
Executrix: Susan Ann Hein
Attorneys: Jeffrey R. Dimmich, Esquire, Dimmich, Dinkelacker & Anewalt, P.C., 2987 Corporate Court, Suite 210, Orefield, PA 18069

DEIFENDERFER, ROBERT B., dec'd.
Late of 309 N. Best Avenue, Walnutport, Northampton County, PA
Executor: Michael R. Deifenderfer, 309 N. Best Avenue, Walnutport, PA 18088
Attorneys: Joshua D. Shulman, Esquire, Shulman & Shabbick, 1935 Center Street, Northampton, PA 18067

FRANZ, JEAN P. a/k/a JEAN E. FRANZ, dec'd.
Late of the Borough of Hellertown, Northampton County, PA
Executor: Peter Embree Franz c/o Timothy J. Duckworth, Esquire, Mosebach, Funt, Dayton & Duckworth, P.C., P.O. Box 20770, Lehigh Valley, PA 18002-0770
Attorneys: Timothy J. Duckworth, Esquire, Mosebach, Funt, Dayton & Duckworth, P.C., P.O. Box 20770, Lehigh Valley, PA 18002-0770

KAESEMEYER, C. CASSARD a/k/a CHARLES CASSARD KAESEMEYER, dec'd.
Late of Bethlehem, Northampton County, PA
Executrix: Roberta K. Brown c/o Timothy B. Barnard, Esquire, 218 West Front Street, P.O. Box 289, Media, PA 19063
Attorney: Timothy B. Barnard, Esquire, 218 West Front Street, P.O. Box 289, Media, PA 19063

LAPENNA, JOSEPH, dec'd.
Late of the Borough of Wind Gap, Northampton County, PA
Executor: James A. Trinkley, 1409 Bushkill Center Road, Nazareth, PA 18064
Attorneys: Charles Bruno, Esquire, Pfeiffer & Bruno, P.C., 44 N. 2nd Street, P.O. Box 468, Easton, PA 18044-0468

LEBEDUIK, GENEVIEVE D., dec'd.
Late of Bethlehem Township, Northampton County, PA

Executor: Gerald Lebeduik, 1910 11th Street, Bethlehem, PA 18020

LITTLE, BEVERLY J., dec'd.
Late of Palmer Township, Northampton County, PA
Executrix: Barbara A. Smith c/o Craig A. Hatch, Esquire, Halbruner, Hatch & Guise, LLP, 2109 Market Street, Camp Hill, PA 17011
Attorneys: Craig A. Hatch, Esquire, Halbruner, Hatch & Guise, LLP, 2109 Market Street, Camp Hill, PA 17011

MUHLHAUSEN, EDGAR K., dec'd.
Late of the City of Bethlehem, Northampton County, PA
Executrix: Caroline M. Kelley c/o Anne Felker, Esquire, 539 Center Street, P.O. Box 190, Bethlehem, PA 18016-0190
Attorney: Anne P. Felker, Esquire, 539 Center St., P.O. Box 190, Bethlehem, PA 18016-0190

MUNRO, JOHN G., dec'd.
Late of the Borough of Nazareth, Northampton County, PA
Co-Executrices: Elizabeth A. Haser and Wendy C. Nepute c/o Robert V. Littner, Esquire, Littner, Deschler & Littner, 512 North New Street, Bethlehem, PA 18018
Attorneys: Robert V. Littner, Esquire, Littner, Deschler & Littner, 512 North New Street, Bethlehem, PA 18018

PARDO, MARY P., dec'd.
Late of Hanover Township, Northampton County, PA
Executor: Charles J. Pardo c/o Timothy J. Duckworth, Esquire, Mosebach, Funt, Dayton & Duckworth, P.C., P.O. Box 20770, Lehigh Valley, PA 18002-0770
Attorneys: Timothy J. Duckworth, Esquire, Mosebach, Funt, Dayton & Duckworth, P.C., P.O. Box 20770, Lehigh Valley, PA 18002-0770

WILLIAMS, LYDIA S. a/k/a LYDIA SIEGFRIED, dec'd.
Late of Upper Nazareth Township, Northampton County, PA
Executor: Timothy J. Siegfried c/o R. Nicholas Nanovic, Esquire, Norris, McLaughlin & Marcus, P.A., 515 W. Hamilton St., Suite 502, Allentown, PA 18101
Attorneys: R. Nicholas Nanovic, Esquire, Norris, McLaughlin & Marcus, P.A., 515 W. Hamilton St., Suite 502, Allentown, PA 18101

SECOND PUBLICATION

AGENTIS, PHILIP, dec'd.
Late of the City of Bethlehem, Northampton County, PA
Executrix: Jasmine Derhammer c/o Edward J. Andres, Esquire, Corriere and Andres, LLC, 433 East Broad Street, P.O. Box 1217, Bethlehem, PA 18016-1217
Attorneys: Edward J. Andres, Esquire, Corriere and Andres, LLC, 433 East Broad Street, P.O. Box 1217, Bethlehem, PA 18016-1217

CARSON, BLANCHE G. a/k/a BLANCHE CARSON, dec'd.
Late of the Borough of Hellertown, Northampton County, PA
Executrix: Minga C. Ferencin c/o Bradford D. Wagner, Esquire, 662 Main Street, Hellertown, PA 18055-1726
Attorney: Bradford D. Wagner, Esquire, 662 Main Street, Hellertown, PA 18055-1726

D'ALESSANDRO, ROBERT a/k/a ROBERT S. D'ALESSANDRO, dec'd.
Late of the Township of Upper Nazareth, Northampton County, PA
Executors: Jack F. D'Alessandro and Robert A. D'Alessandro c/o David J. Ceraul, Esquire, 22 Market Street, P.O. Box 19, Bangor, PA 18013-0019
Attorney: David J. Ceraul, Esquire, 22 Market Street, P.O. Box 19, Bangor, PA 18013-0019

FISH, MARY A. a/k/a MARY FISH, dec'd.
Late of Bethlehem, Northampton County, PA
The Mary A. Fish Irrevocable Trust, dated April 15, 2009
Settlor: Mary A. Fish
Executrix/Trustee: Susan F. Jacobi c/o Jon A. Swartz, Esquire, 7736 Main Street, Fogelsville, PA 18051
Attorney: Jon A. Swartz, Esquire, 7736 Main Street, Fogelsville, PA 18051

HOFFMAN, EDWIN L., JR., dec'd.
Late of Northampton Borough, Northampton County, PA
The Hoffman Family Trust, dated February 28, 1997, amended August 6, 2007
Executor/Trustee: Thomas V. Hoffman c/o Robert C. Brown, Jr., Esquire, Fox, Oldt & Brown, 940 West Lafayette Street, Suite 100, Easton, PA 18042-1412
Attorneys: Robert C. Brown, Jr., Esquire, Fox, Oldt & Brown, 940 West Lafayette Street, Suite 100, Easton, PA 18042-1412

KYLE, WILHELMINA a/k/a WILHELMINA T. KYLE, dec'd.
Late of Upper Mt. Bethel Twp., Northampton County, PA
Executrix: Susan P. Isphording c/o Timothy B. Fisher, II, Esquire, Fisher & Fisher Law Offices LLC, 525 Main Street, P.O. Box 396, Gouldsboro, PA 18424
Attorneys: Timothy B. Fisher, II, Esquire, Fisher & Fisher Law Offices LLC, 525 Main Street, P.O. Box 396, Gouldsboro, PA 18424

LASLO, MARY, dec'd.
Late of the City of Bethlehem, Northampton County, PA
Executrix: Bernadine A. Dunnigan c/o Joseph J. Piperato, III, Esquire, Piperato Law Office, LLC, 3894 Courtney Street, Suite 105, Bethlehem, PA 18017
Attorneys: Joseph J. Piperato, III, Esquire, Piperato Law Office, LLC, 3894 Courtney Street, Suite 105, Bethlehem, PA 18017

REMEL, CARL T., dec'd.
Late of the Borough of Nazareth, Northampton County, PA
Executrix: Virginia E. Dietrick c/o Alfred S. Pierce, Esquire, Pierce & Steirer, LLC, 124 Belvidere Street, Nazareth, PA 18064
Attorneys: Alfred S. Pierce, Esquire, Pierce & Steirer, LLC, 124 Belvidere Street, Nazareth, PA 18064

REPH, LINDA J., dec'd.
Late of Plainfield Township, Northampton County, PA
Executor: Scott M. Reph c/o Timothy J. Duckworth, Esquire, Mosebach, Funt, Dayton & Duckworth, P.C., P.O. Box 20770, Lehigh Valley, PA 18002-0770
Attorneys: Timothy J. Duckworth, Esquire, Mosebach,

Funt, Dayton & Duckworth, P.C., P.O. Box 20770, Lehigh Valley, PA 18002-0770

SAWCHAK, LINDA a/k/a LINDA JEAN SAWCHAK, dec'd.
Late of the Township of Bethlehem, Northampton County, PA
Executrix: Lori Gail DeCastro
Attorney: Nicholas M. Zanakos, Esquire, 742 Main Street, Bethlehem, PA 18018

VANDEGRIFT, CAROL A. a/k/a CAROL ANN VANDEGRIFT, dec'd.
Late of Williams Township, Northampton County, PA
Executrix: Gwynedd J. Gabrielli c/o Douglas J. Tkacik, Esquire, 18 East Market Street, P.O. Box 30, Bethlehem, PA 18016-0030
Attorney: Douglas J. Tkacik, Esquire, 18 East Market Street, P.O. Box 30, Bethlehem, PA 18016-0030

THIRD PUBLICATION

BRUCH, EDWARD E., SR., dec'd.
Late of Bethlehem, Northampton County, PA
Administrators: Christopher B. Snyder, 68 Burd Lane, Mifflintown, PA 17059 and Amy M. Burrows, 5313 Heidelberg Heights Rd., Germansville, PA 18053
Attorneys: Charles A. Waters, Esquire, Steckel and Stopp, 125 S. Walnut Street, Slatington, PA 18080

DeVITO, JEANETTE AGNES a/k/a JEANETTE A. DeVITO, dec'd.
Late of Easton, Northampton County, PA
Executrix: Lisa M. Quinn c/o Rebecca M. Young, Esquire and Lia K. Snyder, Esquire, Young & Young, 119 E. Main Street, Macungie, PA 18062
Attorneys: Rebecca M. Young, Esquire and Lia K. Snyder, Esquire, Young & Young, 119 E. Main Street, Macungie, PA 18062

FLUCK, DOROTHY H. a/k/a DOROTHY FLUCK, dec'd.
Late of the Township of Bethlehem, Northampton County, PA
Executrix: Donna M. Ziegler c/o Bradford D. Wagner, Esquire, 662 Main Street, Hellertown, PA 18055-1726
Attorney: Bradford D. Wagner, Esquire, 662 Main Street, Hellertown, PA 18055-1726

GULINI, ANGELA J., dec'd.
Late of Easton, Northampton County, PA
Administrators: David M. Gulini and Ellen A. Gulini c/o Robert B. Roth, Esquire, The Roth Law Firm, 123 North Fifth Street, Allentown, PA 18102
Attorneys: Robert B. Roth, Esquire, The Roth Law Firm, 123 North Fifth Street, Allentown, PA 18102

HART, VIRGINIA a/k/a VIRGINIA A. HART, dec'd.
Late of Nazareth, Northampton County, PA
Executor: Thomas J. Hart, II c/o Vaughn A. Terrinoni, Esquire, 3976 Township Line Road, Bethlehem, PA 18020
Attorney: Vaughn A. Terrinoni, Esquire, 3976 Township Line Road, Bethlehem, PA 18020

HARTZELL, RICHARD F., dec'd.
Late of the Township of East Allen, Northampton County, PA

Executrix: Linda M. Pierce c/o Alfred S. Pierce, Esquire, Pierce & Steirer, LLC, 124 Belvidere Street, Nazareth, PA 18064
Attorneys: Alfred S. Pierce, Esquire, Pierce & Steirer, LLC, 124 Belvidere Street, Nazareth, PA 18064

KESELICA, MICHAEL N., dec'd.
Late of Nazareth, Northampton County, PA
Declaration of Trust of Michael N. Keselica dated 10/26/2015
Settlor: Michael N. Keselica
Co-Trustees: Mark A. Keselica and Robert S. Goldman c/o Kirby G. Upright, Esquire, King Spry Herman Freund & Faul LLC, One West Broad Street, Suite 700, Bethlehem, PA 18018
Attorneys: Kirby G. Upright, Esquire, King Spry Herman Freund & Faul LLC, One West Broad Street, Suite 700, Bethlehem, PA 18018

LAVAN, HELEN, dec'd.
Late of Bethlehem, Northampton County, PA
Executor: Robert J. Pastir, 3330 Brynwood Drive, Whitehall, PA 18052
Attorney: Nancy K. Busch, Esquire, 825 North 19th Street, Allentown, PA 18104

THATCHER, DAVID L. a/k/a DAVID LEWIS THATCHER, dec'd.
Late of Hellertown, Northampton County, PA
Executor: Christopher Lewis Thatcher c/o John O. Stover, Jr., Esquire, 537 Chestnut Street, Emmaus, PA 18049
Attorney: John O. Stover, Jr., Esquire, 537 Chestnut Street, Emmaus, PA 18049

WAGNER, JANE R., dec'd.
Late of the City of Bethlehem, Northampton County, PA
Executors: Susan Wagner Hartney, 1757 Greenleaf Street, Bethlehem, PA 18017 and Lee A. Wagner, 5219 Freemansburg Avenue, Easton, PA 18045
Attorney: Keene Jabbour, Esquire, 701 Washington Street, Easton, PA 18042

WOLFE, CONSTANCE, dec'd.
Late of the City of Easton, Northampton County, PA
Administratrix: Louise P. Sylvester c/o Joseph A. Corpora, III, Esquire, Santander Bank Building, 100 North Third Street, Suite 502, Easton, PA 18042
Attorney: Joseph A. Corpora, III, Esquire, Santander Bank Building, 100 North Third Street, Suite 502, Easton, PA 18042

NOTICES OF INCORPORATION

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth for:

JD WRIGHT ENTERPRISE, INC.

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

McFALL, LAYMAN & JORDAN, P.C.
134 Broadway
Bangor, PA 18013

Oct. 27

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, on October 5, 2016, to be effective January 1, 2017, for the purpose of obtaining a Certificate of Incorporation of a proposed Business Corporation to be organized under

the provisions of the Business Corporation Law of 1988, approved December 21, 1988, P.L. 1444, No. 177, as amended.

The name of the corporation is:

KUHN STRATEGIC, INC.

Paul A. Florenz, Esquire
60 W. Broad Street
Suite 303
Bethlehem, PA 18018-5721

Oct. 27

CORPORATE FICTITIOUS NAME REGISTRATION NOTICES

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Act 295 of 1982 (54 Pa. C.S.A. Sec. 311 et seq.), of intention to file, or the filing of, in the Office of the Secretary of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, a Certificate for the conduct of a business in Northampton County, Pennsylvania, under the assumed or fictitious name, style, or designation of:

BLUE MOUNTAIN DRILLING

with its principal place of business at: 1223 Seifert Road, Nazareth, Pennsylvania 18064.

The name and address of the entity owning or interested in said business are: Blue Mountain Lawn Service, Inc., 1223 Seifert Road, Nazareth, Pennsylvania 18064.

The Certificate was filed on September 28, 2016.

RONOLD J. KARASEK, ESQUIRE
KARASEK LAW OFFICES, LLC
641 Market Street
Bangor, PA 18013

Oct. 27

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Act 295 of 1982, as amended, of intention to file, or the filing of, in the Office of the Secretary of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, a certificate for the conduct of a business in Pennsylvania, under the assumed or fictitious name, style or designation of:

LEHIGH VALLEY ADDICTION CENTER

with its principal place of business at: 301 South 22nd Street, Easton, PA 18042.

The name and address of the entity owning or interested in said business are: Mario Candal, M.D., 301 South 22nd Street, Easton, PA 18042.

TODD S. MILLER, ESQUIRE
611 North 19th Street
Allentown, PA 18104

Oct. 27

IN THE COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY, PENNSYLVANIA
CIVIL ACTION—LAW

NOTICE OF ACTION IN MORTGAGE FORECLOSURE

JPMorgan Chase Bank, National Association successor in interest by purchase from the FDIC as Receiver of Washington Mutual Bank f/k/a Washington Mutual Bank, FA successor in interest to HomeSide Lending Inc. f/k/a BancBoston Mortgage Corporation,

Plaintiff

vs.

Maria L. Maldonado, Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or under Angel L. Torres, Deceased, Angel L. Torres, Jr., Known Heir of Angel L. Torres, Deceased and Francisca Torres, Known Heir of Angel L. Torres, Deceased,

Defendants

NO. C-48-CV-2014-8992

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or under Angel L. Torres, Deceased, Defendant(s), whose last known address is 637 Alaska Street, Bethlehem, PA 18015

Your house (real estate) at: 637 Alaska Street, Bethlehem, PA 18015, P6SW3b-5-22-0204, is scheduled to be sold at Sheriff's Sale on December 9, 2016, at 10:00 A.M., Northampton County Courthouse, 669 Washington St., Easton, PA 18042, to enforce the court judgment of $60,292.40, obtained by JPMorgan Chase Bank, National Association successor in interest by purchase from the FDIC as Receiver of Washington Mutual Bank f/k/a Washington Mutual Bank, FA successor in interest to HomeSide Lending Inc. f/k/a Banc-Boston Mortgage Corporation (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 JPMorgan Chase Bank, National Association successor in interest by purchase from the FDIC as Receiver of Washington Mutual Bank f/k/a Washington Mutual Bank, FA successor in interest to HomeSide Lending Inc. f/k/a BancBoston Mortgage Corporation, 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 (610) 559-3084. 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.

Northampton County
Lawyer Referral Center
P.O. Box 4733
Easton, PA 18043-4733
(610) 258-6333

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

CHRISTOPHER A. DeNARDO, ESQUIRE
KRISTEN D. LITTLE, ESQUIRE
KEVIN S. FRANKEL, ESQUIRE
REGINA HOLLOWAY, ESQUIRE
DANIEL T. LUTZ, ESQUIRE
SARAH K. McCAFFERY, ESQUIRE
LESLIE J. RASE, ESQUIRE
ALISON H. TULIO, ESQUIRE
KATHERINE M. WOLF, ESQUIRE
SHAPIRO & DeNARDO, LLC
Attys. for Plaintiff
3600 Horizon Dr.
Ste. 150
King of Prussia, PA 19406
(610) 278-6800

Oct. 27

COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY, PENNSYLVANIA

City of Easton
vs.
Manuel Camunas

DOCKET NO. C48CV-2012-6340

Notice is given that the above was named as Defendant in a civil action by plaintiff to recover 2011 real estate taxes for property located at 947 Butler Street, Easton, PA, Tax Parcel No. L9SE1D 29 14. A Writ of Scire Facias for $1,101.64 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered.

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 Plaintiff. You may lose money, property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service
P.O. Box 4733
Easton, PA 18043-4733
(610) 258-6333

PORTNOFF LAW ASSOCIATES, LTD.
P.O. Box 391
Norristown, PA 19404-0391
(866) 211-9466

Oct. 13, 20, 27

ADMINISTRATIVE ASSISTANT

KingSpry is a progressive, expanding regional law firm seeking a dynamic, professional administrative assistant to work in our Marketing and Education departments. The

ideal candidate must be proficient in Microsoft Word, Outlook, PowerPoint and Excel, some experience with QuickBooks, Adobe Creative Suite and web/social media platforms is beneficial; must possess excellent interpersonal, organizational, communication and phone skills; must be a self-starter, creative thinker, and able to juggle multiple projects and deadlines involving a wide variety of challenging and passionate personalities. Prior law firm experience preferred.

Position provides support to Marketing Director, interacting with clients/prospects on phone, in writing and in person, maintaining calendars for programming, sponsorships and volunteer events, maintaining databases, proofreading print and web publications, managing administrative and accounting tasks for affiliated training facility, and other duties as assigned, as well as administrative support to one attorney, creating/transcribing documents, client contact, scheduling appointments/maintaining calendars, creating and maintaining files, etc.

Qualified applicants should submit cover letter with salary requirements, resume, and references to dkeller@kingspry.com. Full benefit package provided. Please note that resumes that do not include all of the elements described above may not be considered.

Oct. 20, 27

SHERIFF'S SALE OF VALUABLE REAL ESTATE

The following real estate will be sold by the Sheriff of Northampton County, Pennsylvania, on November 10, 2016, at ten o'clock a.m. in the COUNCIL CHAMBERS, THIRD FLOOR, of the Northampton County Government Center, within the City of Easton, County of Northampton and State of Pennsylvania, to wit:

PLEASE TAKE NOTICE that the sale price will include only the outstanding taxes certified to the Sheriff's Office. Any taxes not reported to the Sheriff are the responsibility of the purchaser.

No. 1
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-03940

Location:

131 E. Elizabeth Avenue, Bethlehem, PA 18018

Parcel ID:

N6SE4B 13 14 0204

Reputed Owners:

Olga Morales and Rogelio Morales

ALL THAT CERTAIN messuage, tenement and lot or piece of land, situate on the northern side of East Elizabeth Avenue in the block between Bottle Avenue and High Street in Ward 14, City of Bethlehem, County of Northampton and Com-monwealth of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Rogelio Morales and Olga Morales by deed from Richard W. Brader and Barbara E. Brader, husband and wife, was recorded 3/16/2007, in Book 2007-1, Page 97414.

Improvements:

Thereon being erected a two-story single style dwelling with brick exterior and shingle and slate roof; detached two-car garage.

Attorney:

Richard J. Nalbandian, Ill, Esquire

No. 2
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-00347

Location:

1043 Lehigh Street, Easton, PA 18042

Parcel ID:
L9SE1D 15 29 0310
Reputed Owners:
Bobbi Jo Naylor and James Naylor
ALL THAT CERTAIN tenement and lot or piece of land located on the north side of Lehigh Street in the City of Easton, Northampton County, Pennsylvania.

BEING the same premises which Bobbi Jo Naylor, married by Deed dated July 19, 2003 and recorded August 6, 2003 in the Office of the Recorder of Deeds in and for Northampton County in Deed Book 2003-1 Pg 316066, granted and conveyed unto James Naylor and Bobbi Jo Naylor, husband and wife.
Improvements:
Thereon being erected a two-story row home style dwelling with aluminum siding and shingle roof.
Attorney:
Jessica N. Manis, Esquire

No. 3
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-02410
Location:
372 West Milton Street a/k/a 372 Milton Street, Easton, PA 18042
Parcel ID:
M9NE2A 18 2-5 0310
Reputed Owners:
Ashok Singh and Sukhvir Kaur
ALL THAT CERTAIN lot or tract of land situated on the south side of West Milton Avenue in the City of Easton, County of Northampton, and Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Ashok Singh and Sukhvir Kaur, his wife, by Deed from Grant Street Development Associates, L.P., a Pennsylvania limited partnership, dated 03/15/2004, recorded 05/12/2004 in Book 2004-1, Page 180130.
Improvements:
Thereon being erected a two-story townhouse style dwelling with vinyl siding and shingle roof; attached one-car garage.
Attorney:
Peter Wapner, Esquire

No. 4
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2015-01032
Location:
1027 Maple Street, Bethlehem, PA 18018
Parcel ID:
N6SE3D 10 3 0204
Reputed Owners:
Elisha Reichart and Kaye Reichart
ALL THAT CERTAIN messuage, tenement and lot or piece of ground situate in the City of Bethlehem, County of Northampton and State of Pennsylvania.

BEING the same property conveyed to Kaye Reichart who acquired title by virtue of a deed from Yahm Shelly Reichart, single, dated August 22, 2014, recorded September 16, 2014, at Deed Book 2014-1, Page 159810, Northampton County, Pennsylvania records.
Improvements:
Thereon being erected a two-story half-of-double style dwelling with brick exterior and shingle roof.
Attorney:
Kimberly A. Bonner, Esquire

No. 5
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2014-11023
Location:
4001 Wilson Avenue, Bethlehem, PA 18020
Parcel ID:
N7 15 7E 0205
Reputed Owners:
Unknown Heirs and/or Administrators of the Estate of Patricia

Werkheiser a/k/a Patricia A. Werkheiser and Jeff Werkheiser, believed Heir and/or Administrator of the Estate of Patricia Werkheiser aka Patricia A. Werkheiser

ALL THAT CERTAIN lot or parcel of ground situate in Bethlehem Township, Northampton County, Pennsylvania.

BEING the same property conveyed to Andrew C. Werkheiser & Patricia A. Werkheiser, Trustees of the Andrew C. & Patricia A. Werkheiser Family Trust who acquired title by virtue of a deed from Andrew C. Werkheiser & Patricia A. Werkheiser, husband and wife, dated April 16, 2009, recorded May 7, 2009, at Deed Book 2009-1, Page 108462, Northampton County, Pennsylvania records.

Improvements:

Thereon being erected a split-level single style dwelling with brick and stucco exterior and shingle roof; detached two-car garage.

Attorney:

Justin F. Kobeski, Esquire

No. 6
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-02887

Location:

421 East 8th Street a/k/a 421 8th Street, Northampton, PA 18067

Parcel ID:

M4NE1D 3 14 0522

Reputed Owners:

Roger Marth, in His Capacity as Administrator and Heir of the Estate of Alfred Marth, Jr. and Unknown Heirs, Successors, Assigns and All Persons, Firms, or Associations Claiming Right, Title or Interest From or Under Alfred Marth, Jr., Deceased

ALL THAT CERTAIN lots or pieces of ground situate on the north side of Eighth Street in the Third Ward of the Borough of Northampton, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Alfred Marth, Jr., by Deed from Alfred Marth, Jr. and Lori Ann Eltz, as Joint Tenants with the Right of Survivorship, dated 10/11/2007, recorded 01/02/2008 in Book 2008-1, Page 288.

Mortgagor ALFRED MARTH, JR died on 06/11/2015, and ROGER MARTH was appointed Administrator of his estate. Letters of Administration were granted to him on 06/19/2015 by the Register of Wills of NORTHAMPTON COUNTY, No. 2015-0766. Decedent's surviving heir at law and next-of-kin is ROGER MARTH.

Improvements:

Thereon being erected a ranch single style dwelling with stone and stucco exterior and shingle roof; attached one-car garage.

Attorney:

Adam H. Davis, Esquire

No. 7
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-01191

Location:

245 Lincoln Street, Easton, PA 18042

Parcel ID:

L9SE3D 29 11 0310

Reputed Owners:

Howard E. Weisel, III and Melissa K. Klegarth

ALL THAT CERTAIN parcel of land, situate in the City of Easton, County of Northampton and State of Pennsylvania.

Being the same property conveyed to Howard E. Weisel, III and Melissa K. Klegarth who acquired title, with rights of survivorship, by virtue of a deed from John E. Matase and Ethel

Diefenderfer, dated April 15, 2008, recorded April 24, 2008, at Instrument Number 2008015335, and recorded in Book 2008-1, Page 119010, Northampton County, Pennsylvania records.

Improvements:

Thereon being erected a two-story half-of-double style dwelling with brick exterior and shingle and slate roof.

Attorney:

Kimberly A. Bonner, Esquire

No. 9
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION
CV-2014-01818

Location:

1487 2nd Street, Pen Argyl, PA 18072

Parcel ID:

D9SW4 8 5 0134

Reputed Owner:

Sarah Pomilio, as Executrix of the Estate of Robert J. Reed

All those two building lots, with improvements thereon erected, situate in the Township of Washington, County of Northampton and Commonwealth of Pennsylvania.

BEING the same property conveyed to Robert J. Reed and Virginia M. Reed, husband and wife who acquired title by virtue of a deed from Mario Armelin, by Susanne Ciccarelli and Rosalyn Fremount, his agents, and Carmel Armelin, by Susanne Ciccarelli and Rosalyn Fremount, her agents, dated May 30, 2003, recorded June 6, 2003, at Deed Book 2003-1, Page 208958, Northampton County, Pennsylvania records.

Improvements:

Thereon being erected a ranch single style dwelling with aluminum siding and shingle roof.

Attorney:

Justin F. Kobeski, Esquire

No. 10
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION
CV-2016-02219

Location:

273 North 9th Street, Bangor, PA 18013

Parcel ID:

D9SE4D 8 9 0102

Reputed Owners:

Keith R. Lilly and Renee M. Lilly

All those two certain messuages, tenements, tracts, parcels or pieces of land situate in the Fourth Ward of the Borough of Bangor, County of Northampton and State of Pennsylvania.

Being the same property conveyed to Keith R. Lilly and Renee M. Lilly, husband and wife who acquired title by virtue of a deed from Sadie Leraris, by Daniel J. Leraris, her attorney-in-fact, dated December 30, 2009, recorded December 31, 2009, at Instrument Number 2009045832, and recorded in Book 2009-1, Page 322674, Northampton County, Pennsylvania records.

Improvements:

Thereon being erected a two-story single style dwelling with aluminum siding and shingle roof; detached one-car garage.

Attorney:

Justin F. Kobeski, Esquire

No. 11
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION
CV-2013-01454

Location:

1858 Viola Lane, Hellertown, PA 18055

Parcel ID:

R7 2 2P-13 0719

Reputed Owner:

Daniel Neuhauser

All that certain lot or parcel of land situated in the Township of Lower

Saucon, County of Northampton and Commonwealth of Pennsylvania.

Title to said Premises vested in Daniel Neuhauser, by his agent Dawn S. Mink by Deed from Toll PA IX, L.P. dated May 26, 2006 and recorded on October 2, 2006 in the Northampton County Recorder of Deeds in Book 2006-1, Page 406263.

Improvements:

Thereon being erected a colonial single style dwelling with stucco exterior and shingle roof; attached three-car garage.

Attorney:

Robert W. Williams, Esquire

No. 12
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2012-01611

Location:

1058 1st Avenue, Hellertown, PA 18055

Parcel ID:

Q7SW2A 2 5 0715

Reputed Owner:

Randolph Jandrisevitz

ALL THAT CERTAIN messuage and piece or parcel of ground situate, lying and being in the Borough of Hellertown (formerly in the Township of Lower Saucon, County of Northampton and State of Pennsylvania.

BEING the same property conveyed to Randolph Jandrisevitz, a married person who acquired title by virtue of a deed from Geneifer L. Moran, unmarried, and Gerals B. Miller, husband and wife, dated February 26, 2008, recorded February 26, 2008, at Deed Book 2008-1, Page 52301, Northampton County, Pennsylvania records.

Improvements:

Thereon being erected a two-story single style dwelling with wood exterior and shingle and slate roof; detached two-car garage.

Attorney:

Kimberly A. Bonner, Esquire

No. 13
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-00930

Location:

1152 Wabasso Avenue, Danielsville, PA 18038

Parcel ID:

G5 1 29-9 0520

Reputed Owners:

Vincent C. Serratore and Melissa J. Serratore

ALL THAT CERTAIN lot or piece of land situate in the Township of Moore, County of Northampton and State of Pennsylvania.

Being the same premises which Lorella A. Thomas, widow, by her Deed dated July 16, 2004 and Recorded in the Office of Recorder of Deeds in and for Northampton County, Pennsylvania, as in Record Book Volume 2004-1, Page 282449 granted and conveyed unto Vincent C. Serratore and Melissa J. Serratore, husband and wife, mortgagors hereof in fee.

Improvements:

Thereon being erected a ranch single style dwelling with vinyl siding and shingle roof.

Attorney:

Nora C. Viggiano, Esquire

No. 14
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2015-06595

Location:

4471 Lehigh Drive, Walnutport, PA 18088

Parcel ID:

J2 14 4 0516

Reputed Owners:

Aydin Sengel and Debbie Sengel

All that certain messuage, tenement and lot or tract of land known as 4471 Lehigh Drive, and also known as Lot 1 on the Final Minor Subdivision Plan of lands owned by Mahlon A. Eisenhard and Martha E. Eisenhard recorded in Map Book Volume 86, Page 385, situate in the Township of Lehigh, County of Northampton and the Commonwealth of Pennsylvania.

Title to said Premises vested in Aydin Sengel and Debbie Sengel, husband and wife by Deed from Louis E. Eisenhard, Mary Ellen Costenbader, Madeline T. Watkins, Richard J. Eisenhard, Sheila R. Matis and Bernard M. Eisenhard dated August 27, 2005 and recorded on September 1, 2005 in the Northampton County Recorder of Deeds in Book 2005-1, Page 339268.

Improvements:

Thereon being erected a two-story single style dwelling with aluminum siding and shingle roof; detached two-car garage.

Attorney:

Robert W. Williams, Esquire

No. 15
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2015-00758

Location:

45 East Washington Avenue, Bethlehem, PA 18018

Parcel ID:

N6SE1D 4 8 0204

Reputed Owner:

Maria DiLorenzo

All that certain messuage or tenement and tracts or pieces of land situate on the north side of Washington Avenue, in the 14th Ward of the City of Bethlehem, County of Northampton and State of Pennsylvania.

Title to said Premises vested in Maria Di Lorenzo by Deed from Bruce Christopher Martin and Susan Jean Martin, husband and wife dated August 5, 2005 and recorded on August 10, 2005 in the Northampton County Recorder of Deeds in Book 2005-1, Page 303291.

Improvements:

Thereon being erected a ranch single style dwelling with brick exterior and shingle roof; attached one-car garage.

Attorney:

Robert W. Williams, Esquire

No. 16
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2015-05390

Location:

2195 Gillian Lane, Easton, PA 18040

Parcel ID:

K9 10 6-390 0311

Reputed Owner:

Giovanni Toro

ALL THAT CERTAIN condominium unit located in the Township of Forks, County of Northampton County, Pennsylvania.

BEING the same premises which Atlantic Equities Inc., a Pennsylvania Corporation, by Deed dated June 18, 2009 and recorded July 22, 2009 in the Office of the Recorder of Deeds in and for Northampton County in Deed Book/Page 2009-1/187765, granted and conveyed unto Giovani N. Toro and Claudia Victoria, joint tenants with right of survivorship. Claudia Victoria has since departed this life on November 7, 2012.

Improvements:

Thereon being erected a two-story row home style dwelling with brick

exterior and shingle roof; attached two-car garage.

Attorney:

Jessica N. Manis, Esquire

No. 17
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2015-11951

Location:

355 W. Main Street a/k/a 355 West Main Street, Bath, PA 18014

Parcel ID:

K6NW4B 4 7 0503

Reputed Owner:

Lisa Rodriguez

ALL THAT CERTAIN land in the Borough of Bath, County of Northampton and Commonwealth of Pennsylvania.

BEING THE SAME PREMISES which Thomas A. Hrichak and Sandora S. Hrichak, husband and wife, by Deed dated May 9, 2008 and recorded June13, 2008 in the Office of the Recorder of Deeds in and for Northampton County in Deed Book Volume 2008-1, Page 177226, granted and conveyed unto LISA RODRIGUEZ, as sole owner.

Improvements:

Thereon being erected a two-story single style dwelling with asbestos shingle siding and shingle roof.

Attorney:

Amanda L. Rauer, Esquire

No. 18
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2016-02154

Location:

348 Truman Lane, Bethlehem, PA 18020

Parcel ID:

L7 6 6-25 0418

Reputed Owners:

Anna Campolieto and Richard Campolieto

ALL THAT CERTAIN lot or parcel of land shown as Lot No. 25 on Plan entitled 'Colt's Ridge' dated 8/4/2003, prepared by Lehigh Engineering Associates, Inc. and recorded 5/27/2004 in Plan Book Volume 2004-5 Page 307, at the Recorder of Deeds Office in and for Northampton County, Pennsylvania, said Lot situate in the Township of Lower Nazareth, County of Northampton and Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Anna Campolieto, by Deed from Richard Campolieto and Anna Campolieto, dated 01/14/2015, recorded 08/11/2015 in Book 2015-1, Page 154333.

Improvements:

Thereon being erected a colonial single style dwelling with vinyl and brick exterior and shingle roof; attached three-car garage, detached shed.

Attorney:

Peter Wapner, Esquire

No. 20
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2016-01346

Location:

3107 Lucas Drive, Bethlehem, PA 18017

Parcel ID:

M7SW4 21 27 0204

Reputed Owner:

Janice E. Williams

ALL THAT CERTAIN tract or parcel of land together with townhouse erected thereon and known as 3107 Lucas Drive, Bethlehem, Northampton County, Pennsylvania.

BEING the same premises in which Shawn B. Williams, unmarried and Janice E. Williams, unmarried, by deed dated March 24, 2003 and recorded in the Office of Recorder of Deeds in and for Northampton

County on April 1, 2003 in Deed Book Volume 2003-1, Page 110026, and Instrument number 2003018823, convyed unto Janice E. Williams, Grantee herein.

Improvements:

Thereon being erected a two-story row home style dwelling with brick exterior and shingle roof; attached one-car garage.

Attorney:

Robert M. Kline, Esquire

No. 21
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-02268

Location:

240 Skyline Drive, Easton, PA 18042

Parcel ID:

M9 24 38 0836

Reputed Owners:

Athena S. Stamus, in her capacity as Administrator and Heir of the Estate of Nikolas Stamus and heir of Spiros P. Stamus, Deceased heir of the Estate of Nikolas Stamus and Unknown Heirs, Successors, Assigns, and All Persons, Firms or Associations Claiming Right, Title or Interest From or Under Nikolas Stamus, Deceased and Spiros P. Stamus, Deceased

ALL THAT CERTAIN tract of land situate in the Township of Williams, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Nikolas Stamus, by Deed from Adam McGinley, Executor of the Estate of Jeffrey J. Shea, dated 01/15/2007, recorded 02/07/2007 in Book 2007-1, Page 35035.

Record owner, NIKOLAS STAMUS, died on August 12, 2008 and ATHENA S. STAMUS and SPIROS P. STAMUS were appointed Co-Administrators of his estate. Letters of Administration were granted to them on August 18, 2008 by the Register of Wills of Northampton, file no. 2008-1096. The Decedent's surviving heirs at law and next-of-kin are ATHENA S. STAMUS and SPIROS P. STAMUS. SPIROS P. STAMUS died on 04/01/2013, and upon information and belief, his surviving heirs are ATHENA S. STAMUS, PANAYIOTIS S. STOMUS, OURANIA LAMOTHE, DEMETRA STAMUS, and MARIA NICHOLAS. By executed waivers, MARIA NICHOLAS, OURANIA LAMOTHE, DEMETRA STAMUS and PANAYIOTIS S. STOMUS waived their right to be named as a defendants in the foreclosure action.

Improvements:

Thereon being erected a ranch single style dwelling with stone exterior and shingle roof; attached two-car garage, in-ground pool.

Attorney:

Adam H. Davis, Esquire

No. 23
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2014-11819

Location:

2048 Glen View Drive, Bethlehem, PA 18015

Parcel ID:

Q6 6 1A-16 0719

Reputed Owners:

Deanna Miller and Terry Miller

ALL THAT CERTAIN tract of land situate in Lower Saucon Township, Northampton County, Pennsylvania.

BEING the same premises which is vested in Terry Miller and Deanna Miller, husband and wife, by Deed from Roeder's Glen Development Company, dated 08/16/2002 and recorded 08/22/2002, in Deed Volume 2002-1 Page 221785.

Improvements:

Thereon being erected a two-story single style dwelling with vinyl siding

and shingle roof; attached one-car garage.

Attorney:

Rebecca A. Solarz, Esquire

No. 24
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION
CV-2014-03916

Location:

56 5th Street a/k/a 56 S. 5th Street, Easton, PA 18042

Parcel ID:

L9SE2A 22 11 0310

Reputed Owner:

Loro Daragjati

All that certain tract of land situate at the northeast corner of South Fifth and Ferry Streets in the City of Easton, County of Northampton and State of Pennsylvania.

BEING the same property conveyed to Loro Daragjati who acquired title by virtue of a deed from Leslie Ann Daragjati, dated December 22, 2011, recorded December 30, 2011, at Official Records Volume 2011-1, Page 268985, Northampton County, Pennsylvania records.

Improvements:

Thereon being erected a three-story apartment building with stucco exterior and rubberized roof.

Attorney:

Michael E. Carleton, Esquire

No. 25
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION
CV-2016-02038

Location:

920 Palmer Street, Easton, PA 18042

Parcel ID:

L9SW3A 20 7 0835

Reputed Owner:

Marcia L. Stewart

ALL THOSE CERTAIN lots of land situate on the south side of Tenth Street, in the Borough of West Easton, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Craig T. Stewart and Marcia L. Stewart, h/w, by Deed from William Robert Lee, Jr. and Rita Louise Lee, h/w, dated 06/27/2001, recorded 06/28/2001 in Book 2001-1, Page 122469.

Improvements:

Thereon being erected a ranch single style dwelling with brick exterior and shingle roof; attached one-car garage, detached one-car garage.

Attorney:

Heather Riloff, Esquire

No. 26
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION
CV-2016-02906

Location:

66 George Avenue, Nazareth, PA 18064

Parcel ID:

J8SW1 8 8 0432

Reputed Owners:

Abdiel E. Camero and Cathy S. Camero

ALL THAT CERTAIN messuage or tenement and lot or piece of land situate in the Township of Upper Nazareth, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Abdiel E. Camero and Cathy S. Camero, h/w, by Deed from Charles J. Ott, widower, dated 05/31/1996, recorded 06/06/1996 in Book 1996-1, Page 56665.

Improvements:

Thereon being erected a cape cod single style dwelling with aluminum siding and shingle roof; detached one-car garage.

Attorney:
Heather Riloff, Esquire

No. 27
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2016-03094

Location:
2138 Lexington Avenue, Bethlehem, PA 18017

Parcel ID:
N7NW4D 6 13 0204

Reputed Owners:
John D. Caulwell and Susan F. Caulwell

ALL THAT CERTAIN piece or parcel of land situate in the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN John D. Caulwell and Susan F. Caulwell, h/w, by Deed from Robert L. Compton and Lucille L. Compton, a/k/a B. Lucille Compton, h/w, dated 07/20/2005, recorded 08/01/2005 in Book 2005-1, Page 287139.

Improvements:
Thereon being erected a cape cod single style dwelling with brick exterior and shingle roof; detached two-car garage.

Attorney:
Peter Wapner, Esquire

No. 28
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2014-07646

Location:
1759 Pen Argyl Road, Pen Argyl, PA 18072

Parcel ID:
F8 8 3G 0626

Reputed Owners:
Daniel McGirr and Kimberly A. McGirr

ALL THAT CERTAIN tract of land located in the Township of Plainfield, County of Northampton and Commonwealth of Pennsylvania.

Title to said Premises vested in Daniel T. McGirr and Kimberly A. McGirr, his wife by Deed from Stephen Rohl and Sherri Rohl, his wife, and Carolyn Pfleger, unremarried widow dated June 16, 2006 and recorded on June 22, 2006 in the Northampton County Recorder of Deeds in Book 2006-1, Page 251990.

Improvements:
Thereon being erected a colonial single style dwelling with vinyl siding and shingle roof; attached two-car garage.

Attorney:
Robert W. Williams, Esquire

No. 29
BY VIRTUE OF A CERTAIN
WRIT OF EXECUTION
CV-2013-08698

Location:
1330 Lehigh Street, Easton, PA 18042

Parcel ID:
L9SW2C 23 10 0310

Reputed Owners:
Eissa E. Hassanein aka Eissa Hassanein aka Eissa E. Hassanein, Jr. and United States of America

All that certain lot or piece of land with the dwelling thereon, erected, situate in the City of Easton, County of Northampton and State of Pennsylvania.

BEING the same property conveyed to Eissa E. Hassanein, single who acquired title by virtue of a deed from Demetrios Skokos and Matoula Skokos, Husband and wife, dated August 31, 2006, recorded September 1, 2006, at Deed Book 2006-1, Page 361525, Northampton County, Pennsylvania records.

Improvements:
Thereon being erected a two-story single style dwelling with brick

exterior and slate roof; detached one-car garage.

Attorney:

Kimberly A. Bonner, Esquire

No. 30
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-01752

Location:

479 Central Avenue, Bangor, PA 18013

Parcel ID:

D10SW1D 3 3 0109

Reputed Owner:

Roger A. Holland

All that certain messuage and tenement, tract, piece or parcel of land situate in the Borough of East Bangor, in the County of Northampton and State of Pennsylvania.

Title to said Premises vested in Roger A. Holland, individually by Deed from Earl L. Holland and Joan Holland, his wife, Janice E. McDanolds and Joseph McDanolds, her husband, Darla A. Snyder and James Snyder, her husband, Terri A. Fetherman, widow, and Roger A. Holland, individually dated October 6, 2003 and recorded on October 15, 2003 in the Northampton County Recorder of Deeds in Book 2003-1, Page 430076 as Instrument No. 2003072578.

Improvements:

Thereon being erected a cape cod single style dwelling with aluminum siding and slate roof.

Attorney:

Robert W. Williams, Esquire

No. 31
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-03634

Location:

987 Greenleaf Drive, Bethlehem, PA 18017

Parcel ID:

M6NW4 7 4 0214

Reputed Owners:

Chun Ja Pak and Chu Heon Pak

ALL THAT CERTAIN lot or piece of ground situate in Hanover Township, County of Northampton Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Chu Heon Pak and Chun Ja Pak, h/w, by Deed from Harold D. Mathis and Cynthia U. Mathis, h/w, dated 08/28/1989, recorded 10/10/1989 in Book 782, Page 610.

Improvements:

Thereon being erected a two-story single style dwelling with vinyl and brick exterior and shingle roof; attached two-car garage.

Attorney:

Peter Wapner, Esquire

No. 32
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2015-07441

Location:

603 Monastery Place, Northampton, PA 18067

Parcel ID:

J3 5 10D-25 0516

Reputed Owners:

Sarwar Jahan and Christenleigh Lauber

ALL THAT CERTAIN lot or parcel of land situate in Lehigh Township, Northampton County, Pennsylvania.

BEING THE SAME PREMISES which DOUGLAS S. DANIEL and LESLIE C. MUTHARD, NBM LESLIE C. DANIEL, husband and wife, by Deed dated 07/11/2014 and recorded 07/14/2014 in the Office of the Recorder of Deeds in and for Northampton County in Deed Book Volume 2014-1, Page 116596, granted and conveyed unto SARWAR JAHAN and CHRISTENLEIGH LAUBER, husband and wife.

Improvements:

Thereon being erected a cape cod single style dwelling with brick and

wood exterior and shingle roof; attached two-car garage.

Attorney:

Amanda L. Rauer, Esquire

No. 33
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2012-05144

Location:

2440 Front Street, Easton, PA 18042

Parcel ID:

M9NW1C 11 4 0837

Reputed Owners:

Jerry D. Allen and Shelia A. Allen

ALL THAT CERTAIN lot or piece of land located in the Borough of Wilson, County of Northampton and State of Pennsylvania.

BEING THE SAME PREMISES which Donald Lutick, married, and Francine Matteson, married by deed dated 11/8/2003 and recorded 12/12/2003 in Northampton County in Book 20031, on Page 513590, the granted and conveyed to Jerry D. Allen and Sheila A. Allen, husband and wife, in fee.

Improvements:

Thereon being erected a two-story single style dwelling with wood exterior and shingle roof.

Attorney:

M. Troy Freedman, Esquire

No. 34
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2015-03033

Location:

741 W. Grant Street, Easton, PA 18042

Parcel ID:

M9NE1B 19 10 0310

Reputed Owners:

Robert W. Kilpatrick and Pallavi G. Kilpatrick

ALL THAT CERTAIN lot or piece of ground, situate on the north side of Grant Street in the City of Easton, County of Northampton, and Commonwealth of Pennsylvania.

BEING the same premises which by Deed dated January 5, 2010 and recorded in the Office of the Recorder of Deeds of Northampton County on January 28, 2010 in Deed Book Volume 2010-1, Page 17144, granted and conveyed unto Robert W. Kilpatrick and Pallavi G. Kilpatrick.

Improvements:

Thereon being erected a two-story row home style dwelling with aluminum siding and shingle roof.

Attorney:

Jeffrey P. Kelly, Esquire

No. 35
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2014-08614

Location:

21 S. 12th Street, Easton, PA 18042

Parcel ID:

L9SE1A 20 11 0310

Reputed Owner:

Stanley L. Lockhart

ALL THAT CERTAIN lot or tract of ground situate in the City of Easton, County of Northampton and State of Pennsylvania.

BEING the same premises which by Deed dated September 18, 2010 and recorded in the Office of the Recorder of Deeds of Northampton County on September 24, 2010 in Deed Book Volume 2010-1, Page 191765, granted and conveyed unto Stanley L. Lockhart.

Improvements:

Thereon being erected a two-story row home style dwelling with brick exterior and shingle roof.

Attorney:

Jeffrey P. Kelly, Esquire

No. 39
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2015-05298

Location:
610 Folk Street, Easton, PA 18042

Parcel ID:
L9SE3C 20 1 0310

Reputed Owner:
Margaret Lopez

ALL THAT CERTAIN messuage, tenement and parcel of land situate in the City of Easton (South Side), County of Northampton and Commonwealth of Pennsylvania.

BEING the same premises which by Deed dated August 15, 2012 and recorded in the Office of the Recorder of Deeds of Northampton County on August 21, 2012 in Deed Book Volume 2012-1, Page 195992, granted and conveyed unto Margaret Lopez.

Improvements:
Thereon being erected a two-story apartment building with brick exterior and shingle roof; detached two-car garage.

Attorney:
Jeffrey P. Kelly, Esquire

No. 40
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2015-07665

Location:
429 Pawnee Street, Bethlehem, PA 18015

Parcel ID:
P6SW2B 11 19 0204

Reputed Owner:
Marsha C. Christian

ALL THAT CERTAIN lot or piece of land together with the dwelling thereon erected situated in the City of Bethlehem, County of Northampton and State of Pennsylvania.

BEING the same premises which by Deed dated September 26, 1991 and recorded in the Office of the Recorder of Deeds of Northampton County on October 4, 1991 in Deed Book Volume 843, Page 616, granted and conveyed unto Marsha C. Christian.

Improvements:
Thereon being erected a two-story single style dwelling with aluminum siding and shingle roof.

Attorney:
Jeffrey P. Kelly, Esquire

No. 41
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2015-07668

Location:
1525 Shipman Street, Bethlehem, PA 18018

Parcel ID:
N6SE1D 16 5 0204

Reputed Owner:
Michael C. Walz

All that certain messuage, tenement and lot or piece of land situate in the City of Bethlehem, County of Northampton, Commonwealth of Pennsylvania.

BEING the same premises which by Deed dated January 30, 1992 and recorded in the Office of the Recorder of Deeds of Northampton County on February 19, 1992 in Deed Book Volume 855, Page 97, granted and conveyed unto Michael C. Walz.

Improvements:
Thereon being erected a two-story half-of-double style dwelling with vinyl siding and shingle roof; detached one-car garage.

Attorney:
Jeffrey P. Kelly, Esquire

No. 42
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2014-09370

Location:
60 N. 7th Street, Easton, PA 18042

Parcel ID:
L9SE1B 3 9 0310
Reputed Owner:
Domenic Albanese
ALL THAT CERTAIN lot or parcel of ground, together with the improvements thereon erected, known as #60 North Seventh Street, situate in the City of Easton, County of Northampton, Commonwealth of Pennsylvania.
BEING the same premises which by Deed dated November 17, 2010 and recorded in the Office of the Recorder of Deeds of Northampton County on November 22, 2010 in Deed Book Volume 2010-1, Page 246843, granted and conveyed unto Domenic Albanese.
Improvements:
Thereon being erected a two-story row home style dwelling with stone exterior and shingle roof.
Attorney:
Jeffrey P. Kelly, Esquire

No. 43
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-02411
Location:
2110 Williams Avenue, Bethlehem, PA 18020
Parcel ID:
N7NW2 18 1B 0205
Reputed Owners:
Lori A. Rolly and John W. Rolly, III
ALL THAT CERTAIN piece, parcel or tract of land situate in the Township of Bethlehem, County of Northampton and Commonwealth of Pennsylvania.
Being the same premises granted and conveyed unto John W. Rolly III and Lori A. Rolly, husband and wife by deed from L and L Equities, Inc., a corporation, dated and recorded 06/17/1998 as Volume/Page and Instrument No. 1998-1, 077435 and 1998023306.
Improvements:
Thereon being erected a two-story townhouse style dwelling with vinyl and brick exterior and shingle roof; attached one-car garage.
Attorney:
Matthew K. Fissel, Esquire

No. 44
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-02749
Location:
7745 Martins Creek Belvidere Highway, Bangor, PA 18013
Parcel ID:
F12 2 4 0117
Reputed Owners:
Vincent A. Mazza and Catherine Santos aka Catherine M. Santos-Mazza and Ercilia Santos
ALL THAT CERTAIN lot or piece of land, with the messuage or tenement thereon erected, situate in the Township of Lower Mount Bethel, County of Northampton and State of Pennsylvania.
Title to said premises is vested in Catherine M. Santos-Mazza and Vincent A. Mazza, husband and wife, and Ercilia Santos, Married from Catherine Santos, Married and Ercilia Santos, married, dated August 6, 2010 and recorded August 24, 2010 in Deed Book 2010-1, Page 166772 Instrument Number 2010024770.
Improvements:
Thereon being erected a three-story single style dwelling with vinyl siding and shingle roof.
Attorney:
Jacob M. Ottley, Esquire

No. 45
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-00265
Location:
511 Selfridge Street, Bethlehem, PA 18015

Parcel ID:
P6SE2D 9 17 0204
Reputed Owner:
Edith Graver

ALL THAT CERTAIN messuage, tenement and lot or piece of ground situate on the northwesterly side of Selfridge Street, between Hillside Avenue and Buchanan (formerly Poplar) streets in the 4th Ward of the City of Bethlehem, Northampton County, Pennsylvania.

Title to said premises is vested in Edith Graver by deed from Edith Graver, idivudually, and Edith Graver abd Jan Marks, as Agent for Forrest H. Graver dated December 5, 2001 and recorded December 5, 2001 in Deed Book 2001-1, Page 260178 Instrument Number 2001053376.

Improvements:
Thereon being erected a three-story half-of-double style dwelling with brick exterior and shingle and slate roof.

Attorney:
Jacob M. Ottley, Esquire

No. 46
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-02293

Location:
3796 Stevens Court, Bangor, PA 18013

Parcel ID:
F10 5 14B-6 0117
Reputed Owner:
Norris B. Benning

ALL THAT CERTAIN lot, piece or parcel of land, situate in the Township of Lower Mount Bethel, County of Northampton and Commonwealth of Pennsylvania.

BEING THE SAME PREMISES which Fannie Mae a/k/a Federal National Mortgage Association, by its Attorney in Fact Phelan Hallinan & Schmieg by Power of Attorney Recorded on 4/13/09 BK 2009-1 PG 80615, by Deed dated 8/20/12 and recorded 8/30/12 in the Office of the Recorder of Deeds in and for the County of Northampton, in Deed Book 2012-1, Page 205765, and Instrument #2012027798, granted and conveyed unto Norris B. Benning, unmarried, in fee.

Improvements:
Thereon being erected a two-story single style dwelling with vinyl siding and shingle roof; attached two-car garage, above-ground pool.

Attorney:
Sarah K. McCaffery, Esquire

No. 47
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2015-06500

Location:
434 Pawnee Street, Bethlehem, PA 18015

Parcel ID:
P6SW2B 10 12 0204
Reputed Owner:
Francy Gutierrez

ALL THAT CERTAIN lot or piece of ground and one-half twin dwelling thereon erected, lying and being in the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania.

BEING THE SAME PREMISES which RAFAEL E. GUTIERREZ and MARIA E. GUTIERREZ, by Deed dated 07/30/2010 and recorded 08/11/2010 in the Office of the Recorder of Deeds in and for Northampton County in Deed Book Volume 2010-1, Page 157121, granted and conveyed unto FRANCY GUTIERREZ.

Improvements:
Thereon being erected a three-story half-of-double style dwelling with aluminum and brick exterior and shingle roof.

Attorney:
Amanda L. Rauer, Esquire

No. 48
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-02886

Location:

289 South Laurel Drive a/k/a 289 Laurel Drive, Wind Gap, PA 18091

Parcel ID:

F8 11 11B-42 0626

Reputed Owners:

Kevin Waldron and Jacqueline A. Waldron a/k/a Jackie A. Waldron

ALL THAT CERTAIN lot or tract of land in Plainfield Township, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Kevin Waldron and Jacqueline A. Waldron, h/w, by Deed from RidgeField Home LLC., dated 04/29/2003, recorded 05/06/2003 in Book 2003-1, Page 162209.

Improvements:

Thereon being erected a colonial single style dwelling with vinyl siding and shingle roof; attached two-car garage.

Attorney:

Peter Wapner, Esquire

No. 49
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2015-05474

Location:

29 East Lawn Road, Nazareth, PA 18064

Parcel ID:

J7SE2B 9 2 0432

Reputed Owners:

George Groller and Mariclare Groller

ALL THAT CERTAIN messuage or tenement situate in the Township of Upper Nazareth, County of Northampton and State of Pennsylvania.

BEING the same premises which MARICLARE BEEGLE N/K/A MARICLARE GROLLER, A MARRIED WOMAN, by Deed dated 09/06/2005 and recorded 10/4/2005 in Northampton County in Deed Book Volume 2005-1 at Page 385735, granted and conveyed unto MARICLARE GROLLER AND GEORGE GROLLER, WIFE AND HUSBAND.

Improvements:

Thereon being erected a cape cod single style dwelling with aluminum siding and slate roof; attached one-car garage.

Attorney:

Rebecca A. Solarz, Esquire

No. 50
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2015-11976

Location:

895 Newlins Road East, Easton, PA 18040

Parcel ID:

J10 5 1-25 0311

Reputed Owner:

Deidre N. Cooper, Known Surviving Heir of Debra J. Cooper and Unknown Surviving Heirs of Debra J. Cooper

ALL THAT CERTAIN tract of land with the improvements erected thereon, situate in the Township of Forks, County of Northampton and Commonwealth of Pennsylvania.

Title to said premises is vested in Debra J. Cooper by deed from Segal & Morel at Forks Township III, LLC dated August 23, 2004 and recorded September 22, 2004 in Deed Book 2004-1, Page 367435. The said Debra J. Cooper died on May 30, 2015 thereby vesting title in Deidre N. Cooper, Known Surviving Heir of Debra J. Cooper and Unknown Surviving Heirs of Debra J. Cooper by operation of law.

Improvements:

Thereon being erected a two-story single style dwelling with brick

exterior and shingle roof; attached two-car garage.

Attorney:

Christine L. Graham, Esquire

No. 51
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION
CV-2015-01034

Location:

3903 Coleman Street, Bethlehem, PA 18020

Parcel ID:

M7SE4 30 2A 0205

Reputed Owners:

Anita Griffith and Jonnelle Griffith and John Brandy Griffith, Jr.

ALL THAT CERTAIN lots situate in Bethlehem Township, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Anita Griffith, married and Jonnelle Griffith, unmarried and John Brandy Griffith, Jr., unmarried, as joint tenants with the right of survivorship, by Deed from Anita Griffith, married and Jonnelle Griffith, unmarried, dated 03/11/2009, recorded 03/30/2009 in Book 2009-1, Page 68082.

Improvements:

Thereon being erected a two-story single style dwelling with vinyl and brick exterior and shingle roof; attached two-car garage.

Attorney:

Adam H. Davis, Esquire

No. 52
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION
CV-2014-00705

Location:

732 Dewey Avenue, Northampton, PA 18067

Parcel ID:

M4NW2C 9 15 0522

Reputed Owner:

Debra L. Ludlow

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements thereon erected, situate in the Borough of Northampton, County of Northampton, and State of Pennsylvania.

And being the same premises conveyed to Michael Scott Ludlow and Debra L. Ludlow by deed from Sharon A. Steager dated June 15, 1999 and recorded June 17, 1999 in Deed Book 1999-1, Page 089749 Instrument Number 1999026205. The said Michael Scott Ludlow died on April 14, 2009 thereby vesting title in Debra L. Ludlow by operation of law.

Improvements:

Thereon being erected a two-story single style dwelling with brick exterior and shingle roof; detached two-car garage.

Attorney:

Andrew L. Markowitz, Esquire

No. 53
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION
CV-2014-10438

Location:

1404 Fairmount Street, Bethlehem, PA 18017

Parcel ID:

N7SW1C 6 1 0204

Reputed Owners:

James Lewis and Louada Lewis

All that certain lot or piece of ground with the buildings and improvements thereon erected, situate in the 15th Ward of the City of Bethlehem, County of Northampton and State of Pennsylvania.

Title to said Premises vested in James Lewis and Louada Lewis, husband and wife by Deed from James Lewis dated January 22, 2005 and recorded on March 2, 2005 in the

Northampton County Recorder of Deeds in Book 2005-1, Page 75035.

Improvements:

Thereon being erected a ranch single style dwelling with brick exterior and shingle roof.

Attorney:

Robert W. Williams, Esquire

No. 54
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-03635

Location:

3157 Glen Avenue, Easton, PA 18045

Parcel ID:

M9SW1 40 14 0324

Reputed Owners:

Richard C. Knorp and Katherine Knorp

ALL THAT CERTAIN piece, parcel, or tract of land situate in the Township of Palmer, County of Northampton and Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Richard C. Knorp and Katherine Knorp, h/w, by Deed from Carlos A. Santiago and Tina M. Santiago, h/w, dated 06/29/2007, recorded 07/19/2007 in Book 2007-1, Page 264335.

Improvements:

Thereon being erected a two-story single style dwelling with vinyl siding and shingle roof; attached one-car garage.

Attorney:

Heather Riloff, Esquire

No. 55
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-02070

Location:

517 W. Wilkes Barre Street, Easton, PA 18042

Parcel ID:

L9SE4C 17 3A 0310

Reputed Owner:

Beth A. Finken

ALL THAT CERTAIN lot or piece of land, situate on the North side of Wilkes Barre Street in the City of Easton, formerly Borough of South Easton, Northampton County, Pennsylvania.

And being the same premises conveyed to Beth A. Finken by deed from Beth A. Finken and Brandon Finken, wife and husband dated May 18, 2015 and recorded June 23, 2015 in Deed Book 2015-1, Page 113294 Instrument Number 2015015147.

Improvements:

Thereon being erected a two-story single style dwelling with aluminum siding and shingle roof.

Attorney:

Andrew L. Markowitz, Esquire

No. 56
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2015-05835

Location:

324 East Goepp Street, Bethlehem, PA 18018

Parcel ID:

P6NE2A 7 1A 0204

Reputed Owner:

Jason C. Boscia

ALL THAT CERTAIN tract, piece or parcel of land together with the buildings erected thereon, situate, lying and being in the Ninth Ward, City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania.

BEING THE SAME PREMISES which Joel Terefenko and Patricia A. Terefenko, husband and wife, by Deed dated 6/30/99 and recorded 6/30/99 in the Office of the Recorder of Deeds in and for the County of Northampton, in Deed Book 1999-1 Page 97233 Instrument #1999028805, granted and conveyed unto Jason C. Boscia, single, in fee.

Improvements:

Thereon being erected a two-story half-of-double style dwelling with brick exterior and shingle roof; detached two-car garage.

Attorney:

Sarah K. McCaffery, Esquire

No. 57
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2012-07672

Location:

1540 Spring Garden Street, Easton, PA 18042

Parcel ID:

L9SW2B 6 2D 0837

Reputed Owner:

Brian E. Samayoa

ALL THE FOLLOWING described properties Situate in the Borough of Wilson, County of Northampton and Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Brian E. Samayoa, by Deed from Randy J. Gingrich and Marianella C. Gingrich, h/w dated 10/31/2007, recorded 11/15/2007 in Book 2007-1, Page 414023.

Improvements:

Thereon being erected a two-story row home style dwelling with brick exterior and shingle roof.

Attorney:

Paul Cressman, Esquire

No. 58
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-03159

Location:

316 East Main Street, Bath, PA 18014

Parcel ID:

K6NW3D 13 3 0503

Reputed Owner:

Kevin Schaffer a/k/a Kevin S. Schaffer

ALL THAT CERTAIN lot or piece of ground, hereditaments and appurtenances, situate in the Borough of Bath, County of Northampton and State of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Kevin S. Schaffer, an unmarried man BY DEED FROM Kevin S. Schaffer, an unmarried man DATED 02/17/2005 RECORDED 03/01/2005 IN DEED BOOK 2005-1 PAGE 72651.

Improvements:

Thereon being erected a two-story Cape Cod-style dwelling with aluminum siding, shingle roof and detached one-car garage.

Attorney:

Morris A. Scott, Esquire

No. 59
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION CV-2016-01696

Location:

1514 Elayne Street, Bethlehem, PA 18017

Parcel ID:

N7SW1C 4 30 0204

Reputed Owners:

Emilio Torres and Carmen Vazquez

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the Fifteenth Ward of the City of Bethlehem, County of Northampton, and Commonwealth of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Emilio Torres and Carmen Vazquez, by Deed from Michael Kramer, Executor of the Estate of Ruth M. Kramer, deceased, dated 10/03/2000, recorded 10/06/2000 in Book 2000-1, Page 131659.

Improvements:

Thereon being erected a ranch half-of-double style dwelling with

vinyl siding and shingle roof; detached one-car garage.

Attorney:

Adam H. Davis, Esquire

No. 60
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION
CV-2016-01402

Location:

492 Monocacy Drive, Bath, PA 18014

Parcel ID:

H5 23 14D 0520

Reputed Owners:

Derek D. Schmalzer and Nicole Dunbar

ALL THAT CERTAIN messuage or tenement and lot or piece of ground situate in the Township of Moore, County of Northampton, and State of Pennsylvania.

TITLE TO SAID PREMISES IS VESTED IN Derek D. Schmalzer, unmarried and Nicole Dunbar, unmarried, as joint tenants with the right of survivorship and not as tenants in common, by Deed from Groff Real Estate Investments, a Pennsylvania Partnership and Ragab and Abdalla Partners, a Pennsylvania Partnership, dated 08/05/2013, recorded 08/06/2013 in Book 2013-1, Page 207662.

Improvements:

Thereon being erected a ranch single style dwelling with aluminum siding and shingle roof; detached one-car garage.

Attorney:

Adam H. Davis, Esquire

No. 61
BY VIRTUE OF A CERTAIN WRIT OF EXECUTION
CV-2008-03878

Location:

314 W. Berwick Street, Easton, PA 18042

Parcel ID:

L9SE3D 25 18 0310

Reputed Owners:

John T. Dagon and Barbara A. Dagon and United States of America

ALL THOSE TWO CERTAIN lots or pieces of ground, together with the brick dwelling house erected thereon, known as #314 Berwick Street situated in the City of Easton, Northampton County, Pennsylvania.

BEING the same premises which by Deed dated November 8, 1978 and recorded in the Office of the Recorder of Deeds of Northampton County on November 8, 1978 in Deed Book Volume 590, Page 1011, granted and conveyed unto John T. Dagon and Barbara A. Dagon.

Improvements:

Thereon being erected a two-story apartment building with brick exterior and shingle roof.

Attorney:

Jeffrey P. Kelly, Esquire

A Schedule of Distribution will be filed by the Sheriff thirty days from the date of the sale and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten days from the date of filing the Schedule of Distribution.

DAVID J. DALRYMPLE
Sheriff
Northampton County,
Pennsylvania

DAVID J. CERAUL, ESQUIRE
Solicitor to the Sheriff

Oct. 20, 27; Nov. 3

NOVEMBER 2016

MON	TUE	WED	THU	FRI
	1 Criminal	2 Criminal	3 Juvenile Criminal	4 Misc. Hrngs.
7 Juvenile Naturalization 1:30 p.m.	8 Argument	9 Asbestos Pretrials Civil Call Misc.	10 Juvenile Arraignments	11 Veterans Day (Observed)
14 Juvenile Civil	15 Civil	16 Civil	17 Juvenile Civil	18 Misc. Hrngs.
21 Juvenile Status ARD/ Summaries DRS	22 Arraignments DRS	23 Misc. Hrngs. O.C. Audit	24 Thanksgiving Day	25 No Court
28 Juvenile	29	30		

JOHN PALENCAR, Plaintiff v. SINGER EQUIPMENT COMPANY, Defendant

Motion for Summary Judgment—Employment at-Will—Breach of Implied in Fact Contract—Covenant of Good Faith and Fair Dealing—Covenant Not to Compete.

Plaintiff was employed as a salesperson for A-1 Restaurant and Janitorial Supply Company (A-1) from 1999 until he resigned in 2013. Plaintiff resigned from A-1 after seeking and obtaining new employment with Defendant's company. During Plaintiff's interviews with Defendant, Plaintiff assured Defendant that he did not have a non-compete agreement with A-1. After accepting employment with Defendant, Plaintiff presented Defendant with a spreadsheet including his A-1 accounts/customers. Defendant was able to service some of these accounts, but Defendant maintained that the accounts Plaintiff provided were ones that Defendant's company did not target.

The president of A-1 subsequently sent Defendant a letter stating that Plaintiff was in violation of the terms of a non-compete agreement Plaintiff had with A-1. As a result, Defendant terminated Plaintiff's employment with Defendant's company. Plaintiff, however, claimed that he was not aware of a non-compete agreement with A-1 and that the signature on the agreement was not his.

Plaintiff brought claims against Defendant for breach of implied in fact contract and breach of duty of good faith and fair dealing. Defendant filed a Motion for Summary Judgment. The Court granted Defendant's Motion for Summary Judgment, finding that Plaintiff was unable to present sufficient evidence of additional consideration in order to rebut the heavy presumption of at-will employment. The Court further found that the implied duty of good faith and fair dealing does not apply to at-will employment relationships.

Defendant's receipt of Plaintiff's A-1 client list did not constitute sufficient additional consideration in order to rebut the at-will presumption because, by Plaintiff's own admission, bringing in new customers is an essential and expected part of a salesperson's job; it was not an extraordinary or substantial benefit to Defendant beyond that for which he was hired. Therefore, Defendant was able to discharge Plaintiff without cause.

The Court further held that, assuming *arguendo,* Plaintiff did overcome the at-will presumption, Plaintiff nevertheless failed to show that Defendant discharged Plaintiff without cause. Defendant discharged Plaintiff because Defendant learned of a non-compete clause Plaintiff had with A-1. Plaintiff's statement that he did not sign the non-compete agreement is not a genuine issue of material fact because that issue is immaterial as to whether Defendant had good cause to terminate Plaintiff's employment. Any dispute concerning the authenticity of the signature is between Plaintiff and A-1, not Plaintiff and Defendant.

In the Court of Common Pleas of Northampton County, Pennsylvania, Civil Division—No. C-48-CV-2013-7112.

Donald P. Russo, Esquire, for Plaintiff.

Brian P. Shire, Esquire, for Defendant.

Order of the Court entered on January 19, 2016 by Sletvold, J.

ORDER

AND NOW, this 19th day of January, 2016, upon consideration of Singer Equipment Company's (hereinafter, "Defendant" or "Singer") Motion for Summary Judgment and Brief in Support of its Motion for Sum-

mary Judgment, and John Palencar's (hereinafter, "Plaintiff") Memorandum of Law in Opposition to Motion for Summary Judgment of Defendant, it is hereby ORDERED that Defendants' [sic] Motion for Summary Judgement is GRANTED.

FACTUAL AND PROCEDURAL HISTORY

Plaintiff worked as a salesperson for A-1 Restaurant and Janitorial Supply Company ("A-1") from 1999 until his resignation on March 1, 2013. Def.'s Br. Supp. Mot. Summ. J. at p. 5 (hereinafter, "Def.'s Brief"). In 2012, Plaintiff learned that A-1 was having financial difficulties. *Id.* Plaintiff also learned that A-1 was restructuring and that as a result, Plaintiff would sell only supplies and would no longer sell new or used equipment. *See* Def.'s Mot. Summ. J., Ex. D at 34:8-35:24 (hereinafter "Def.'s Mot."). Worried that A-1, a family run business, would downsize and leave Plaintiff without employment, Plaintiff began to seek new employment. *See id.,* Ex. "D" at 42:3-7. On December 7, 2012, Plaintiff emailed his résumé to Paul Pasquarello ("Pasquarello"), an employee of Defendant's company. *Id.,* Ex. "D" at 56:2-57:9. Plaintiff's résumé asserted that he was A-1's "[t]op salesperson" since 2000 and wanted to "expand and conduct [his] already successful sales route in the Lehigh Valley Area." *Id.,* Ex. "G." On December 11, 2012, Pasquarello forwarded Plaintiff's email to John Vozzo ("Vozzo"), Defendant's Executive Vice President, and on December 21, 2012, Vozzo forwarded Plaintiff's email to Andrew Beauchamp ("Beauchamp"), Defendant's Regional Sales Manager. *See id.* Beauchamp replied to Vozzo's email, saying "I'll call him after Christmas and let you know ... If he really is their top salesperson, I think Al may be next to fold." *Id.*

After not hearing from Defendant for nearly a month since sending his résumé to Pasquarello on December 7, 2012, Plaintiff consulted with a company, which redesigned Plaintiff's résumé. Def.'s Mot., Ex. "D" at 61:8-62:24. On January 2, 2013, Plaintiff's wife, at Plaintiff's direction, sent an email to Defendant's general email address, info@singerequipment.com, and signed the email with Plaintiff's name. *See id.,* Ex. "D" at 62:12-63:9; Ex. "H." This new email, which requested employment with Defendant, provided Plaintiff's cell phone number, a reference, and the newly improved résumé. *See id.*

Defendant's first response to Plaintiff's emails was in mid to late January 2013 when Beauchamp called Plaintiff. *Id.,* Ex. "D" at 63:23-64:9. During this phone call, Plaintiff requested an interview, and an interview was scheduled soon thereafter. *Id.* at 64:3-65:14. During his deposition, Plaintiff agreed that the first interview was "just a general conversation" where Beauchamp and Plaintiff "fel[t] each other out." *Id.,* Ex. "D" at 67:19-21. Beauchamp asked Plaintiff "what [he] was trying to do ... where [he] was trying to come from ... what [he] wanted ... what kind of accounts [he had], what type of business [he was] selling to currently[,] and asked

what Plaintiff's "sales number were." *Id.,* Ex. "D" at 66:1-9. Plaintiff told Beauchamp that A-1 sold products similar to Defendant's. *Id.,* Ex. "D" at 66:17-23 ("I mean basically you are apples to apples. I mean look at anything that's in [Defendant's] store ... It's basically the same. And if you researched Singer, you will see that they are identical like A-1 was"). Plaintiff also told Beauchamp that his sales territory encompassed the Lehigh Valley area and that he wanted to continue to work in the Lehigh Valley area. *Id.,* Ex. "D" at 66:24-67:6.

In early February, within two to three weeks after the first interview, Plaintiff attended a second interview. *Id.,* Ex. "D" at 68:5-22. At the second interview, Plaintiff met with Beauchamp and Vozzo. *Id.,* Ex. "D" at 68:10-18. Plaintiff described the second interview as "similar to what [Beauchamp] did to me at the first interview." *Id.,* Ex. "D" at 69:7-8. Beauchamp and Vozzo talked to Plaintiff about the "numbers," "what kind of salary [he] want[ed]," Plaintiff's expectations, and benefits. *Id.,* Ex. "D" at 68:23-69:5. During this interview, Plaintiff was asked more than once if he had a non-compete agreement with A-1, and Plaintiff denied that he did. *Id.,* Ex. "D" at 70:5-18. At his deposition, Beauchamp testified that asking whether an applicant has a non-compete agreement is a "standard question that we ask in our interview process." Pl.'s Mem. Law Opp'n Mot. Summ. J., Ex. "B" at 16:17-23 (hereinafter, "P1.'s Mem."). Plaintiff assured Beauchamp and Vozzo that he did not have a non-compete agreement because he began his employment at A-1 as a driver, and when he transitioned to sales, he never signed a non-compete agreement. Def.'s Mot., Ex. "D" at 70:19-71:2. Still, Beauchamp and Vozzo suggested that Plaintiff check with A-1 and make sure that he did not, in fact, have a non-compete agreement. *Id.,* Ex. "D" at 70:10-13. At the close of the second interview Beauchamp and Vozzo told Plaintiff that they would send Plaintiff an offer. *Id.,* Ex. "D" at 71:5-7.

Defendant sent Plaintiff a formal offer on February 5, 2013. *See id.,* Ex. "D" at 71:15-25. Plaintiff signed the offer on February 7, 2013. *See id.,* Ex. "D" at 73:13-17. Defendant's employment offer to Plaintiff stated that the offer "is made with the understanding that you will not be in violation of any contractual agreements between yourself and your previous employer." *See* Def.'s Mot., Ex. "K." Plaintiff admits that he understood that if he did have a non-compete agreement with A-1, he would not be able to be a salesperson for Defendant. Def.'s Mot., Ex. "D" at 74:14-17. Plaintiff never inquired with A-1 to confirm that he did not have a non-compete agreement with A-1 because Plaintiff maintains that he did not have a non-compete agreement with A-1. *Id.,* Ex. "D" at 79:14-80:23.

After signing the employment offer with Defendant, Plaintiff continued to work for A-1 but began to meet with Singer employees for short meetings and did some work from home. *Id.,* Ex. "D" at 82:7-16. Emails dated as early as February 13, 2013 between Plaintiff and Singer employees support the fact that Plaintiff was essentially working for both A-1 and

Singer from February to early March 2013. Def.'s Mot., Ex. "L." During February 2013, Plaintiff was also sent a Microsoft Excel document and was asked to "fill[] in all the blanks" with his A-1 accounts. *Id.,* Ex. "D" at 82:2-5. Plaintiff asserted that he was told to work on the Excel spreadsheet from home, and he completed that work on a Saturday. *Id.* at 82:7-9. On February 16, 2013 nine days after accepting employment with Defendant, Plaintiff emailed Beauchamp the Excel spreadsheet with his A-1 customers. Def.'s. Brief at p. 8.

Beauchamp maintains that Singer employees were "very up front with [Plaintiff] in the interview process" and told Plaintiff that "most of [his] accounts probably would not fit in with our business model, that our delivery minimums would be too low." Pl.'s Mem., Ex. "B" at 22:10-15. Beauchamp referred to Plaintiff's customers' base as "one that we had abandoned" but that "from a sense of training and to enable [Plaintiff] to be ... successful ... we wanted [Plaintiff] to continue business as usual, only under a different company name." *Id.,* Ex. "B" at 22:9-10, 16-19. Beauchamp explained that Plaintiff's A-1 customers "were not customers that [Defendant] target[s]. They were customers that we don't target." *Id.* at 28:23-25. Beauchamp testified that Defendant continues to service "very few" of the customers that were on Plaintiff's Excel spreadsheet. *Id.* at 28:19-23.

On Friday, March 1, 2013, nearly a month after accepting the employment offer from Singer Plaintiff submitted his resignation letter to an A-1 employee. *See* Def.'s Mot., Ex. "E." The letter stated that he was "assuming a position elsewhere" and needed to start at his new job on Monday, March 4, 2013. *Id.* Prior to submitting his resignation letter to A-1, Plaintiff did not provide notice to A-1 that he planned to resign. *Id.,* Ex. "D" at 93:12-14. Plaintiff did not give earlier notice to A-1 because Beauchamp "told [him] not to ... miss a beat on the street," which Plaintiff explained meant that he could "get to the customers and come work for them first thing Monday morning and get right out there." *Id.,* Ex. "D" at 93:15-21. In early March 2013, Beauchamp accompanied Plaintiff in numerous "ride alongs." *See* Pl.'s Mem., Ex. "B" at 27:2-7. According to Plaintiff, during these "ride alongs," Plaintiff visited his former A-1 customers, gave them his new Singer business cards, and represented to the customers that he was now a Singer salesperson. Pl.'s Mem. at p. 8.

On March 12, 2013, Plaintiff's wife, Lori Palencar ("Mrs. Palencar") emailed A-1 employees, Alan Wiener and Nathan Wiener. Def's Mot., Ex. "M." The email was sent from Mrs. Palencar's email address, but the email was signed "John and Lori Palencar." *Id.* Mrs. Palencar wrote that Plaintiff had not yet received his final A-1 paycheck and that it was "illegal" to withhold Plaintiff's paycheck. *Id.* Mrs. Palencar referenced her familiarity with "EEOC laws, including but not limited to age discrimination [and]

harassment." *Id.* Plaintiff asserts that Mrs. Palencar did not get a response to her email. Def.'s Mot., Ex. "D" at 114:5-9.

In a letter dated March 15, 2013, Alan Wiener, President of A-1, sent Plaintiff a letter informing him that he was "in violation of the terms of our 1999 Employment Agreement (enclosed) in which you agreed to give 14 days [sic] written notice of termination and not to work in any similar line of business within a radius of 100 miles for three years." Def.'s Mot., Ex. "N." Despite the language in the letter, the 1999 Employment Agreement ("Employment Agreement") referenced in Alan Wiener's letter was not enclosed with the letter. *See* Def.'s Mot., Ex. "D" at 110:21-25. Further, the letter stated, *inter alia,* that Plaintiff must "cease and desist from engaging in any business activity proscribed by that agreement," that Plaintiff was "directly liable for monetary losses incurred by A-1 as a result of [his] violations," and that Plaintiff had forfeited "any post-termination benefits or goodwill." Def.'s Mot., Ex. "N." Alan Wiener also wrote that he "expected better" from Plaintiff, and should Plaintiff "need a recommendation from [his] employer of sixteen years, this letter is an indication of what [Plaintiff] can expect." *Id.* Additionally, Alan Wiener wrote, "I will inform [your current employer] of the terms of your post-termination agreement and his potential liability in facilitating your violation of that agreement." *Id.*

Although Plaintiff stated that he questioned Alan Wiener's allegations, especially given that the alleged 1999 Employment Agreement was not enclosed with the letter, Plaintiff admitted that upon receiving Alan Wiener's letter, he did "[n]othing. Just continued to work." Def.'s Mot., Ex. "D" at 111:3-5, 12-18. Plaintiff did not contact Alan Wiener to ask about the 1999 Employment Agreement or to notify him that it was not enclosed with the letter. *Id.,* Ex. "D" at 111:17-112:6. Instead, Plaintiff admits that he "just continued to work for Singer and just ... avoided the letter, and I didn't care at that point. I was like okay." *Id.,* Ex. "D" at 112:1-6. Plaintiff also admitted that he understood the phrase "1999 Employment Agreement" to mean that it "[c]ould have been something they [A-1] agreed upon with me, I don't know" and that he did not know what the phrase "employment agreement" meant. *Id.,* Ex. "D" at 111:6-11. Moreover, Plaintiff did not show the letter to any Singer employee because he "didn't want to lose [his] job over something that Alan [Wiener] was saying in this letter was going to happen. I didn't think it would matter." *Id.,* Ex. "D" at 112:7-14. Plaintiff maintains that he also thought Alan Wiener may have sent the letter to Plaintiff because he was upset about Mrs. Palencar's email three days prior and that Alan Wiener "was venting back saying oh, you know, now you are in trouble ... [b]ecause he didn't like the fact that [Plaintiff] left him." *Id.,* Ex. "D" at 114:5-15.

Alan Wiener sent Defendant a letter dated March 22, 2013. *See* Def.'s Mot., Ex. "O." This letter stated that Plaintiff was "in violation of the terms

of his 1999 Employment Agreement, among which which [sic] he agreed not to work in any similar line of business within a radius of 100 miles for three years after termination." *Id.* A copy of the 1999 Employment Agreement was enclosed with the letter. *Id.;* Pl.'s Mem., Ex. "B" at 18:6-14. The Employment Agreement states, *inter alia,* Plaintiff must provide "fourteen (14) days [sic] written notice" before resigning, and Plaintiff

> [S]hall not engage, on termination of his employment for any cause whatsoever, in the same or similar line of business as that carried on by the Employer or work for any individual, firm, or corporation engaged in such business or similar business within a radius of 100 miles of the City of Allentown, Pennsylvania, for a period of three (3) years from said termination, this covenant to survive termination regardless of cause.

Pl.'s Mem., Ex. "C." On the third and final page of the Employee Agreement, there are three handwritten entries: the first is the date, October 20, 1999; the second is A-1 employee Steve Wiener's signature, which is signed above a line labeled "Employer;" and the third appears to be Plaintiff's signature, which is signed above a line labeled "Employee." *Id.*

Plaintiff explained that on Friday, March 29, 2013, Beauchamp told him that he had spoken to Alan Wiener and learned that Plaintiff was bound by a non-compete agreement with A-1. Def.'s Brief at p. 12; Def.'s Mot., Ex. "D" at 119:20-25. Plaintiff stated that he "tried to plead with [Beauchamp] that [the Employment Agreement] was bogus" and requested they go to Singer's headquarters to discuss the matter with other Singer employees. Def.'s Mot., Ex. "D" at 121:3-9. Beauchamp apologized and told Plaintiff he had to discharge him that day. *Id.,* Ex. "D" at 121:14-15. Beauchamp also wrote a letter dated March 29, 2013, which stated "[e]ffective March 29, 2013, I regretfully confirm that your employment with Singer Equipment Company is ended with immediate effect." Second Am. Compl., Ex. "E." Beauchamp did not show Plaintiff the March 22, 2013 letter from Alan Wiener or Employment Agreement prior to discharging Plaintiff. Def.'s Mot., Ex. "D" at 115:6-18; Pl.'s Mem., Ex. "B" at 20:9-22.

At his deposition, Plaintiff was shown the Employment Agreement and claimed he had never before seen the document. Def.'s Mot., Ex. "D" at 48:7-14. When confronted with the fact that the same Employment Agreement was attached as an exhibit in Plaintiff's Second Amended Complaint, which was filed several months before the deposition took place, Plaintiff responded that he had "no explanation" as to how he never before saw the document that was in his own pleadings. *Id.,* Ex. "D" at 119:6-15. Plaintiff identified Steve Wiener's signature at the bottom of the third and last page of the Employment Agreement. *Id.,* Ex. "D" at 49:12-16. However, although Plaintiff admits that the signature above the line labeled "Employee" clearly spells the name "John Palencar," he stated that it "appears not to be my signature." *Id.,* Ex. "D" at 50:6-15.

Within an hour of his meeting with Beauchamp and his discharge from Singer, Plaintiff called Alan Wiener. *Id.,* Ex. "D" at 127:7-18. Plaintiff recounted that Alan Wiener told Plaintiff that he should not have left A-1 and that he should have provided A-1 with proper notice before quitting. *Id.* Ex. "D" at 128:1-14. Plaintiff pleaded with Alan Wiener to make a call back to Singer and say that it was not true that he had a non-compete agreement with A-1. *Id.,* Ex. "D" at 128:4-7. Despite Plaintiff's requests, Alan Wiener did not call, and according to Plaintiff, he told him, "You are wasting my time. Leave me alone." *Id.,* Ex. "D" at 130:1-3. Alan Wiener hung up on Plaintiff, and that was the last time Plaintiff spoke to Alan Wiener or any other A-1 employee. *Id.,* Ex. "D" at 130:4-12.

In total, Plaintiff worked exclusively for Defendant for approximately four weeks, and during that time, he obtained approximately one or two new clients. *Id.,* Ex. "D" at 105:7-9. Beauchamp introduced Plaintiff to one of those new clients, who Plaintiff referred to as "a pretty big outfit." *Id.,* Ex. "D" at 105:9-15. Plaintiff stated that as part of his job, he was expected to continue to obtain new leads for Singer and admitted, "[i]n sales, you have to." *Id.,* Ex. "D" at 105:21-24.

On July 17, 2013, Plaintiff filed his Complaint against Defendant for breach of implied in fact contract, breach of duty of good faith and fair dealing, and tortious inference with contractual relations. Plaintiff maintains that he filed suit against Defendant, rather than against A-1, because A-1 was going out of business and because: "Singer terminated me. I was no longer an employee there [at A-1]. I basically got a new job." *Id.,* Ex. "D" at 135:10-16. Plaintiff believed A-1 was going out of business after one of Plaintiff's former A-1 customers gave him a letter that was sent to A-1 customers. *See id.,* Ex. "D" at 130:17-24, 134:15-19. The letter was sent to A-1 customers a month or two after Plaintiff was discharged from Singer and stated that A-1 would no longer "be able to do what [they] used to do for [their] customers] for all those years for existing accounts." *Id.* at 134:17-19. According to Steve Wiener's testimony, A-1 remains in business and Alan Wiener is still president, but A-1 now operates under a "different format." *Id.,* Ex. "F" at 6:17-19.

Defendant filed Preliminary Objections in the Nature of Demurrer and Improper Venue to Plaintiff's Complaint on November 8, 2013. Plaintiff filed his Amended Complaint on December 3, 2013, and on December 18, 2013, Defendant filed Preliminary Objections to the same. On December 19, 2013, Plaintiff filed a Second Amended Complaint. Consequently, the undersigned issued an Order rendering Defendant's Preliminary Objections to the first Amended Complaint moot. Thereafter, on March 27, 2014, Defendant filed Preliminary Objections to the Second Amended Complaint in the Nature of Demurrer and Improper Venue and on April 21, 2014, filed a Memorandum of Law in Support thereof. On April 21, 2014, Plaintiff

filed a Brief (Revised) in Opposition to Defendant's Preliminary Objections to Plaintiff's Amended Complaint.

On July 15, 2014, this Court issued an Order ruling on Defendant's Preliminary Objections to Plaintiff's Second Amended Complaint. This Court overruled Defendant's preliminary objections to dismiss Counts I and II—breach of implied in fact contract and breach of duty of good faith—and sustained Defendant's preliminary objections to dismiss Plaintiff's Count III—tortious interference with contractual relations. This Court issued an additional Order on July 15, 2014 granting the parties forty-five days to conduct discovery on the issue of propriety of venue as an issue of fact was raised by the Preliminary Objections with respect to the issue of proper venue. This Court urged Defendant to praecipe the matter to be placed on a Non-Jury Trial List upon the close of discovery on this issue. However, on August 19, 2014, Defendant filed a Praecipe to Withdraw Preliminary Objections, wherein the Defendant requested that its Preliminary Objections to venue be withdrawn.

On January 27, 2015, Defendant filed its Answer to Plaintiff's Second Amended Complaint ("Answer"). Defendant's Answer contained a section entitled New Matter in the Form of Affirmative Defenses, which alleged the following: that Plaintiff failed to state a claim upon which relief can be granted; that Plaintiff's claims are barred by the statute of limitation and by the doctrine of accord and satisfaction, laches, estoppel, waiver, release, and unclean hands; and that Plaintiff failed to mitigate his damages. Plaintiff filed his Reply to New Matter on February 19, 2015, denying Defendant's affirmative defenses. On that same day, Defendant filed a Notice of Intent to Serve a Subpoena on A-1 Restaurant and Janitorial Supply Company to Produce Documents and Things for Discovery Pursuant to Rule 4009.21. The aforementioned filing requested from A-1 any and all documents relating to Plaintiff.

Defendant filed its Motion for Summary Judgment on August 10, 2015, and a Brief in Support thereof on September 25, 2015. Plaintiff filed his Memorandum of Law in Opposition to Motion for Summary Judgment of Defendant on September 8, 2015.

DISCUSSION

I. *Legal Standard*

After the relevant pleadings are closed, but within such time as to not unreasonably delay trial, any party may move for summary judgment. Pa. R.C.P. 1035.2(1). Summary judgment, in whole or in part, is proper "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," and the "moving party is entitled to relief as a matter of law." Pa. R.C.P. 1035.2(1), *Reeves v. Middletown Athletic Association,* 866 A.2d 1115, 1124, 1129 (Pa. Super. 2004) quoting *Downey v.*

Crozer-Chester Medical Center, 817 A.2d 517, 524 (Pa. Super. 2003). The moving party bears the burden of proving that no genuine issues of material fact exist. *Burger v. Owens Illinois, Inc.,* 966 A.2d 611, 614 (Pa. Super. 2009). Moreover, the record is viewed in the light most favorable to the non-moving party. *New York Guardian Mortgage Corporation v. Dietzel,* 362 Pa. Super. 426, 429, 524 A.2d 951, 952 (1987). Thus, summary judgment is proper only when the uncontroverted allegations in the pleadings, depositions, answers to interrogatories, admissions of record, and submitted affidavits demonstrate that no genuine issue of material fact exists, and that the moving party is entitled to judgment as a matter of law. *Burger,* supra at 614.

I. *Count I: Breach of Implied in Fact Contract*

Under Pennsylvania law, to state a claim of breach of contract, the plaintiff must establish: "(1) the existence of a contract, including its essential terms, (2) a breach of a duty imposed by the contract, and (3) resultant damages." *Hart v. Arnold,* 884 A.2d 316, 332 (Pa. Super. 2005) quoting *Gorski v. Smith,* 812 A.2d 683 (Pa. Super. 2002). The threshold question for this Court concerns whether Defendant breached a duty imposed by an employment contract with Plaintiff. That is, whether Plaintiff has provided sufficient evidence to show that there was an implied in fact contract between himself and Defendant or whether Plaintiff was simply an at-will employee. *See Robertson v. Atlantic Richfield Petroleum Products Company a Division of Atlantic Richfield Company,* 371 Pa. Super. 49, 57, 537 A.2d 814, 818 (1987) .

The law presumes that all employment is at-will, and an at-will employee can be discharged "for good reason, bad reason, or no reason at all." *Krajsa v. Keypunch, Inc.,* 424 Pa. Super. 230, 237, 622 A.2d 355, 358 (1993). Accordingly, "[a]s a general rule, there is no common law [sic] cause of action against an employer for termination of an at-will employment relationship ... discharge will not be reviewed." *Luteran v. Loral Fairchild Corp.,* 455 Pa. Super. 364, 370, 688 A.2d 211, 214 (1997) citing *Scott v. Extracorporeal, Inc.,* 376 Pa. Super. 90, 545 A.2d 334 (1988). The lone exception to the employment at-will doctrine is where the discharge "violates clear mandates of public policy," an argument that is inapplicable to and not argued in the present case. *Krajsa,* supra at 241, 622 A.2d at 360. The burden of overcoming the presumption and proving that the one is not an at-will employee "rests squarely" with the employee. *Rutherfoord v. Presbyterian-University Hospital,* 417 Pa. Super. 316, 323, 612 A.2d 500, 503 (1992). Thus, if Plaintiff cannot prove he was more than a mere at-will employee, Plaintiff could be discharged by Defendant without reason, and Plaintiff's claim for breach of implied in fact contract cannot survive.

In order to rebut the heavy presumption of at-will employment, "a party must establish one of the following: (1) an agreement for a definite

duration; (2) an agreement specifying that the employee will be discharged for just cause only; (3) sufficient additional consideration; or (4) an applicable recognized public policy exception." *Luteran,* supra. We address the third aforementioned prong—sufficient additional consideration—as it is the only one addressed by the parties.

This Court will find additional consideration "when an employee affords his employer a substantial benefit other than the services which the employee is hired to perform, or when the employee undergoes a substantial hardship other than the services which he is hired to perform." *Rapagnani v. Judas Company,* 736 A.2d 666, 671 (Pa. Super. 1999). In *Rapagnani,* the plaintiff gave up his studio in California to go "on the road" with a touring company and argued that his moving and traveling for his employer constituted additional consideration. *Id.* at 670-71. Similar to the present case, the plaintiff in *Rapagnani* argued that "the question whether he offered sufficient additional consideration to rebut the presumption of at-will employment is a question of fact for the jury, not a question of law for the judge." *Id.* at 671. The court disagreed, although it recognized that "in the usual case, the court must allow the jury to consider [the employee's] alleged additional consideration as well as all the circumstances surrounding the agreement." *Id.* citing *Marsh v. Boyle,* 530 A.2d 491, 494-95 (Pa. Super. 1987) (additional quotation marks and citations omitted). The court reasoned "[i]t is elementary that before a case should proceed to trial, the employee must first present averments which would raise a legally sufficient factual dispute," but "[r]ecent decisions have held it proper in similar instances for *the court* to examine the factual averments and decide that the surrounding circumstances and additional consideration do not sufficiently manifest an intent to overcome the at-will presumption." *Rapagnani, id.* quoting *Scott,* 545 A.2d at 340 (additional punctuation and citation omitted). Accordingly, the court found that "[b]y its very nature, th[e] job required [plaintiff] to go on the road, thus leaving behind his home and his former employment" and upheld the lower court's finding that plaintiff failed to fulfill his burden of rebutting the presumption of at-will employment. *Rapagnani, id.* at 671-72; *cf. News Printing Company, Inc. v. Roundy,* 409 Pa. Super. 64, 71, 597 A.2d 662, 665 (1991) (holding that there was additional consideration and thus sufficient evidence to rebut the at-will presumption where the employee quit his former job, sold his home in Massachusetts, relocated to Pennsylvania where he purchased a new home, and where the parties agreed to give the employee time to "get into" the job, "indicat[ing] the parties intent to enter into a contract of employment for a reasonable period of time").

Likewise, in dealing with a similar issue, a Pennsylvania federal court provided additional guidance, holding:

> While the existence of additional consideration is a question of fact, and thus for the jury to decide, the court may answer

> questions of fact and contract interpretation when the 'evidence is so clear that no reasonable man would determine the issue before the court in any way but one. ...' Darlington, 504 A.2d at 312 ... . [T]he courts have given a narrow reading to 'additional consideration,' generally requiring a showing of some 'extraordinary detriment or ... extraordinary benefit' hefore [sic] allowing the question to reach the jury.

Martin v. Safeguard Scis., Inc., 17 F. Supp. 2d 357, 369 (E.D. Pa. 1998).

Plaintiff's argument is premised on the argument that he can overcome the strong presumption of at-will employment and that, instead, he entered into an implied in fact contract with Defendants and could only be discharged for just cause. Implied contracts, as opposed to express contracts, arise when the terms of an agreement are not declared by the parties. *See Department of Environmental Resources v. Winn,* 142 Pa. Commonwealth Ct. 375, 381 n.3, 597 A.2d 281, 284, n.3 (1991). Implied contracts can be subdivided into two groups: contracts implied in fact and contracts implied in law. *Id.* Given Plaintiff's arguments and the facts of this case, we need only address contracts implied in fact. A contract implied in fact arises "when the intention of the parties is not expressed, but an agreement in fact creating an obligation is implied or presumed from their acts." *Bricklayers of Western Pennsylvania Combined Funds, Inc. v. Scott's Development Company,* 625 Pa. 26, 47, 90 A.3d 682, 695 (2014) quoting *In re Montgomery's Estate,* 299 Pa. 452, 457-58, 149 A. 705, 707 (1930). A contract implied in fact "has the same legal effect as any other contract" and "differs from an express contract only in the manner of its formation." *Ingrassia Construction Company, Inc. v. Walsh,* 337 Pa. Super. 58, 67 n.7, 486 A.2d 478, 483 n.7 (1984). Further, "[i]n cases involving implied contracts of employment, the litigant will be able to reach the jury only if he can show clearly that he and the employer intended to form a contract." *Luteran,* supra at 370, 373, 688 A.2d at 214, 216 (holding that employee handbook, which included the phrase "discharge for just cause" did not create an implied contract, in part, because the "handbook contained no language indicating that it was to be a legally binding contract").

In the present case, we find that Plaintiff has not presented sufficient evidence to rebut the strong at-will presumption. That is, Plaintiff has not shown the existence of additional consideration. As previously discussed, the applicable standard is limiting and requires that before the issue of additional consideration is presented to a jury, this Court must find an extraordinary or substantial benefit to the employer or to detriment to the employee. Plaintiff's argument rests wholly on his giving Defendant the list of his former A-1 customers, and that by providing Defendant his A-1 client list, he provided sufficient additional consideration to rebut the at-will presumption. However, prior to being offered a position with Singer, Plaintiff's two Singer interviews were largely general and often centered on

Plaintiff's expectations and employment-oriented goals. Although Plaintiff discussed his sales history and disclosed details regarding his most successful years, Plaintiff never averred that Beauchamp or Vozzo requested a list of Plaintiff's A-1 customers or that Plaintiff offered to divulge the same. This Court recognizes that Plaintiff sent Beauchamp the list of his A-1 clients within nine days of accepting an employment offer with Singer. Still, by Plaintiff's own admission, bringing in new customers is an essential part of a salesperson's job, and he was expected to do so. In fact, soon after commencing his work for Singer, Beauchamp introduced Plaintiff to at least one new customer. Moreover, Beauchamp maintains that A-1's customers were not the same customers Singer targeted and that Plaintiff was privy to this fact. That is, while A-1 and Singer sold similar products, Singer handled larger orders than A-1. Beauchamp testified that during meetings with Plaintiff, Plaintiff learned that many of his A-1 customers were ill fit for Singer's business model, a proposition supported by Beauchamp's testimony that few of the clients on Plaintiff's list are Singer customers today even though Singer still has Plaintiff's customer list.

Thus, Plaintiff's case is similar to that of *Rapagnani* where the court found that the plaintiff's moving and travelling for his employer were simply part of the job and not sufficient additional consideration. Here, Plaintiff brought new customers to Singer, but from the start of his employment with Defendant, Plaintiff was expected to bring in new customers apart from his previous A-1 customers. Plaintiff's own résumé supports this understanding; under the heading "OBJECTIVE," Plaintiff wrote, "Seeking a sales position which allows me to *expand and conduct my already successful sales route* in Lehigh Valley Area." Def.'s Mot., Ex. "G" (emphasis added). In his second résumé, the "Objective" section reads, "To secure a position with your reputable company *enabling expansion and personal growth."* Def.'s Mot., Ex. "H" (emphasis added). In sum, Plaintiff applied to Singer knowing that he would have to add to his former clientele and could not simply transfer his old clients to his new employer. In applying the narrow reading of additional consideration, we find that Plaintiff did not extend an extraordinary or substantial benefit/service to Defendant beyond that for which he was hired and that he cannot overcome the strong at-will presumption. Accordingly, Defendant was able to discharge Plaintiff without cause. Consequently, Plaintiff has not provided sufficient evidence to avoid summary judgment on his breach of implied in fact contract claim.

Assuming *arguendo,* that Plaintiff has overcome the at-will presumption, Plaintiff has not shown that Defendant discharged Plaintiff without cause. Plaintiff was discharged after Defendant learned that Plaintiff was bound by a non-compete clause with A-l, and Plaintiff does not dispute that the non-compete clause was Defendant's reason for terminating Plaintiff. Pl.'s Mem. at p. 5; Def.'s Mot., Ex. "D" at 121:1-22. Plaintiff admits that he knew that his employment with Defendant was conditioned on him not

being bound by a non-compete agreement with A-1, and Defendant discharged Plaintiff when it discovered Plaintiff did, in fact, have a non-compete agreement with A-1. Thus, Defendant's actions appear to be directly consistent with Plaintiff's expectations and Plaintiff's employment contract with Singer. Instead, Plaintiff argues that because he has "disavowed any knowledge of a non-compete and testified that he did not sign the original employment agreement," there is a "critical, clear issue of material fact that remains in dispute," and summary judgment is improper. Pl.'s Mem. at p. 6. Plaintiff also contends that "Defendant argues that misrepresenting the non-compete was the reason for the Plaintiff's termination;" however, this inference is unsupported by Plaintiff's own testimony, which supports the simpler proposition that Plaintiff's employment with Defendant was terminated because Plaintiff had a non-compete agreement with A-1. *See id.* at p. 10. Nevertheless, Plaintiff's admissions make it clear that Defendant discharged Plaintiff for cause. This is due, in large part, to the existence of the non-compete agreement with A-1 and the fact that Plaintiff provides no case law or argument as to why the validity of Plaintiff's non-compete agreement would negate whether Defendant had cause to discharge Plaintiff.

Moreover, while Plaintiff takes the position that he was surprised by the existence of the non-compete agreement and that the signature on the non-compete agreement is not his own, Plaintiff's actions and admissions tell a different story. In the letter dated March 15, 2013, Alan Wiener notified Plaintiff about the non-compete agreement and wrote that the non-compete agreement was enclosed with the letter. The non-compete agreement, for whatever reason, was not enclosed with Alan Wiener's letter, but Plaintiff essentially ignored Alan Wiener's letter, did not request the non-compete agreement from any A-1 employee, and did not warn Defendant of the possibility of a non-compete agreement with A-1. Rather, Plaintiff "just continued to work for Singer and just ... avoided the letter" and testified, "I didn't care at that point." Plaintiff continued to work and disregard Alan Wiener's letter until March 29, 2013, when Beauchamp discharged Plaintiff, two weeks after Plaintiff received Alan Wiener's letter. At that point, Plaintiff told Beauchamp that the non-compete clause and Employment Agreement was "bogus," and according to Plaintiff's testimony, that was the first time Plaintiff vocalized that his Employment Agreement was invalid. However, Plaintiff also testified to some uncertainty regarding the existence of a non-compete agreement when he testified that he was not sure what the phrase "employment agreement" meant and that it "[c]ould have been something they [A-1] agreed upon with me, I don't know." While this Court is not suggesting that Plaintiff had a duty to investigate the reliability of Alan Wiener's letter, Plaintiff did nothing to verify whether he actually had a non-compete agreement with A-l or whether the Employment Agreement, which would have been signed approximately fourteen years

prior, existed. In fact, despite the fact that the Employment Agreement was attached as an exhibit in Plaintiff's Second Amended Complaint, Plaintiff maintains that the first time he ever saw the Employment Agreement was at his own deposition.

Thus, this Court is unconvinced that Plaintiff's challenge as to the validity of the Employment Agreement could repudiate Defendant's cause to discharge Plaintiff. Although the authenticity of the signature on the Employment Agreement is an unresolved fact, that issue is immaterial as to whether Defendant had good cause to terminate Plaintiff's employment. Any dispute concerning the authenticity of the signature is between Plaintiff and A-1, not Plaintiff and Singer. Most important, we find that Plaintiff has not provided sufficient evidence as to rebut the presumption of at-will employment. Consequently, Plaintiff could be discharged for virtually any reason, making the reason for Plaintiff's discharge irrelevant.

II. *Count II: Breach of the Covenant of Good Faith and Fair Dealing*

Pennsylvania has adopted Section 205 of the Restatement (Second) of Contracts, which provides that every contract imposes on each party a duty of good faith and fair dealing in the contract's performance and enforcement. *Donahue v. Federal Express Corporation,* 753 A.2d 238, 242 (Pa. Super. 2000). Good faith is defined as "[h]onesty in fact in the conduct or transaction concerned." *Creeger Brick and Building Supply Inc. v. Mid-State Bank and Trust Company,* 385 Pa. Super. 30, 35, 560 A.2d 151, 153 (1989). *See also,* 13 Pa. C.S. §1201.

Generally, Pennsylvania "recognizes no action for wrongful discharge based upon breach of the duty of good faith and fair dealing in an at-will employment contract." *McDaniel v. Am. Red Cross, Johnstown Region,* 58 F. Supp. 2d 628, 634 (W.D. Pa. 1999). As we have discussed above, Plaintiff has not presented sufficient evidence to overcome the strong presumption of at-will employment. Plaintiff, however, relies on case law to argue that the covenant of good faith and fair dealing may apply to at-will contracts. Specifically, Plaintiff relies on *Somers v. Somers,* 418 Pa. Super. 131, 137, 613 A.2d 1211, 1213 (1992), and *E.E.O.C. v. Chestnut Hill Hosp.,* 874 F. Supp. 92 (E.D. Pa. 1995). *Somers* held that "[t]he duty to perform contractual obligations in good faith does not evaporate merely because the contract is an employment contract; and the employee has been held to be an employee at will" *Somers, supra.* However, in *Somers,* the plaintiff did not allege that his termination breached the duty of good faith and fair dealing, but alleged a breach based on his nephew's action outside the employment relationship. Case law since *Somers* has agreed that *Somers* "does not stand for the proposition that the implied covenant of good faith and fair dealing acts as an independent check on an employer's power to terminate an at-will employee." *McDaniel,* supra at 634; *see also, Fucci v. Graduate Hosp.,* 969 F. Supp. 310, 320 (E.D. Pa. 1997) (reasoning that

"[t]he claims in those cases ... did not arise from a termination of the at-will employee" when referring to *Somers* and *Chestnut Hill*). In other terms, our Superior Court explained

> Somers and the cases cited therein provide that, in an at-will employment relationship, the duty of good faith and fair dealing applies to those contractual terms that exist beyond the at-will employment relationship. For example, the plaintiff in Somers could recover for breach of implied duties connected to the profit sharing provision, but could not recover for the termination *per se*.

Donahue supra. *Chestnut Hill* followed *Somers* in an opinion later criticized by a Pennsylvania federal district court, which stated that the *Chestnut Hill* opinion contained "little analysis" and was "unpersuasive." *McDaniel,* supra at 634 n.10. Thus, we are unpersuaded by outlier cases such as *Somers* and *Chestnut Hill,* and in following the accepted Pennsylvania jurisprudence, we find that the implied duty of good faith and fair dealing does not apply to at-will employment relationships.

Moreover, assuming once more that Plaintiff has presented sufficient evidence so as to rebut the presumption of at-will employment, Plaintiff has not averred conduct that would violate the covenant of good faith and fair dealing. Plaintiff's argument relies on emails sent in late December 2014 between Vozzo and Beauchamp in which they refer to Plaintiff as A-1's "top salesperson," note his "strong reputation as a salesperson," and speculate that A-1 will be the "next to fold." Pl.'s Mem. at p. 8. Plaintiff argues that Defendant's "speculat[ion] on the downfall of their competition, and *then* grant[ing] the Plaintiff an interview" "reveals a question of motive and intent that requires further examination." Plaintiff further avers that he was "lured into a trap ... whereby he would bring his former employer's customer base into the Defendant's domain, and then, he would be eliminated by the use of an artifice of subterfuge ... [n]otably, the Defendant alleges fear of whatever legal consequences would arguably flow from the Plaintiff's employment with the Defendant." *Id.* at pp. 7-8. However, Plaintiff's own testimony reveals a less sinister timeline. It was Plaintiff who contacted Singer twice before getting an interview, who improved his résumé to gain the attention of Singer's management, and who, on his résumé, described himself as A-1's "top salesperson" since 2001. Thus, when Beauchamp and Vozzo referred to Plaintiff as A-1's top salesperson, they were using Plaintiff's own words. Moreover, Plaintiff knew that Defendant would not employ Plaintiff if he had a non-compete agreement with A-1. On numerous occasions, Plaintiff assured Defendant that he did not have a non-compete agreement with A-1. The fact that Defendant discharged Plaintiff *after* Plaintiff gave Defendant his list of A-1 customers seems merely incidental. That is, Defendant discharged Plaintiff soon after finding out about the Employment Agreement, which was more than a month and

a half from the date Plaintiff sent Beauchamp the Excel spreadsheet containing his A-1 customers.

Thus, we find that no genuine issues of material facts exist, and Defendant is entitled to summary judgment as a matter of law.

ORDER

And now this 19th day of January, 2016, upon consideration of the Defendant's Motion for Summary Judgment, it is hereby ORDERED, ADJUDGED and DECREED that the Motion is GRANTED. The Prothonotary is directed to serve copies of this Order as required.

The couple was told they couldn't have a child.

A lawyer suggests they adopt.

The counselor tells them five years.

A lawyer tells them one.

Social Services approves them for adoption.

A lawyer puts it in writing.

The judge signs the order.

A lawyer's work finalizes it.

They thought they couldn't have a child.

A lawyer helped make it possible.

You have rights. Lawyers protect them.
Pennsylvania Bar Association
Northampton County Bar Association

Lawyers Concerned For Lawyers

Lawyers' Only Recovery Meetings

Alcohol, Other Drugs and Gambling

- **Doylestown** 2nd and 4th Tuesday of Month
- **Drexel Hill** Every Wednesday
- **Harrisburg** 1st Wednesday of Month
- **Norristown** 1st Thursday of Month
- **Philadelphia** Every Tuesday
- **Pittsburgh** Every Thursday
- **Reading** 3rd Monday of Month
- **Scranton** Every Thursday
- **State College** 2nd Tuesday of Month
- **Washington** Every Tuesday
- **West Chester** Every Thursday

These are "closed meetings" - that is, only lawyers recovering from or trying to recover from alcohol, other drug or gambling problems may attend.

Stress, Anxiety and Depression

The following are professionally facilitated meetings:
Philadelphia - Stress Information and Recovery (1st Monday of Month)
Philadelphia - Depression Recovery (2nd Monday of Month)

For more information, time and location of these meetings, call the LCL Administrative Office (1-800-335-2572) or the Confidential Lawyers' Helpline (1 - 888 - 999 -1941) .

Northampton County Bar Association

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In order to maintain up-to-date information on all members and subscribers of the *Reporter*, complete the form below and return it to the NCBA Office whenever you have a change and/or addition to your address, telephone number, fax number or e-mail address. *Return to:* Northampton County Bar Association, 155 South Ninth Street, Easton, PA 18042-4399, FAX: (610) 258-8715.

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PERIODICAL PUBLICATION

*** Dated Material. Do Not Delay. Please Deliver Before Monday, October 31, 2016**