

Northampton County Reporter

(USPS 395-280)

VOL. LIX

EASTON, PA May 12, 2016

NO. 19

Nazareth Mutual Insurance Company, Plaintiff v. Shirley Kram et al., Defendants

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INSERT: Goldenrod: 1. Charlotte Knights vs. Lehigh Valley Iron Pigs

2. 2016 Calendar

3. 2016 Summer Outing

4. PA CLE Requirements

Cream: 1. 2016 Bench Bar Conference

2. Quarterly Association Meeting

3. "Fourth and Long: How the Sandusky Amendments Have Changed the Legal Playing Field"

4. BarBuddies

NOTICE TO THE BAR...

Northampton County Scheduling Changes

PFA Final and Contempt Hearings

PFA Final and/or Contempt cases on the Monday, Wednesday or Friday PFA Hearing Lists will be heard at 10:30 a.m. effective 4/4/16.

Problem Solving Courts

Mental Health Court will begin at 1:00 p.m. and Drug Court at 3:00 p.m. effective 4/28/16.

If you have any questions, please call the Court Administrator's Office at (610) 559-6700.

**NORTHAMPTON COUNTY BAR ASSOCIATION
2016 BAR ASSOCIATION OFFICERS**

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Northampton County Reporter
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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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Edward P. Shaughnessy, Esquire
Editor

NOTICE TO NCBA MEMBERS – BAR NEWS

Quarterly Association Meeting and Malpractice Avoidance Seminar

Thursday, May 19, 2016

12:00 p.m. @ Best Western Conference Center, Bethlehem.

Iron Pigs Game

Thursday, June 30, 2016

6:00 p.m. @ Coca Cola Park.

Summer Outing

Thursday, July 21, 2016

2016 Bench Bar Conference

October 6-8, 2016

Hyatt Regency, Chesapeake Bay Golf Resort, Spa and Marina
Cambridge, Maryland.

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?

Your 2016 President, Alyssa Lopiano-Reilly, has added the Barristers Boast to the agenda during our Association meetings. She would like to mention good news items about our members at all of the Association meetings.

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

Experience is that marvelous thing that enables you to recognize a mistake when you make it again. ~ Franklin P. Jones

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**CHASZAR, HELEN L. a/k/a**

HELEN CHASZAR, dec'd.

Late of the Borough of Hellertown, Northampton County, PA
Executor: Stephen J. Chaszar 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

EISENHART, SANDRA a/k/a

SANDRA O. EISENHART, dec'd.

Late of 1673 Creek View Road, Bethlehem, Northampton County, PA

Executrix: Shannon Shuman, 3430 Honeysuckle Road, Bethlehem, PA 18015

Attorney: Ronald E. Corkery, Esquire, 352 Fifth Street, Ste. A, Whitehall, PA 18052

ERDIE, CATHERINE a/k/a

CATHERINE A. ERDIE, dec'd.

Late of the Borough of Nazareth, Northampton County, PA

Executors: Kathleen Stampf and Matthew Erdie 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

FRACE, WILLARD S. a/k/a WILLARD S. FRACE, JR., dec'd.

Late of Nazareth, Northampton County, PA

Executrix: Tammy Comstock c/o Barbara Rush Renkert, Esquire, 2120 Northampton Street, Easton, PA 18042

Attorney: Barbara Rush Renkert, Esquire, 2120 Northampton Street, Easton, PA 18042

HARTUNG, ADRAIN C., dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Executor: Christopher S. Vasvari 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

KOSTELNIK, HELEN R., dec'd.

Late of the City of Bethlehem, Northampton County, PA

Administratrix: Mary K. Aylward c/o Mary Ann Snell, Esquire, 3400 Bath Pike, Suite 311, Bethlehem, PA 18017

Attorney: Mary Ann Snell, Esquire, 3400 Bath Pike, Suite 311, Bethlehem, PA 18017

**KOVACH, GERTRUDE L. a/k/a
GERTRUDE LUCILLE
KOVACH**, dec'd.

Late of Hellertown, Northampton County, PA

Administrator: John S. Kovach, Jr. c/o Richard D. Gorski, Esquire, 2029 West Union St., Allentown, PA 18104

Attorney: Richard D. Gorski, Esquire, 2029 West Union St., Allentown, PA 18104

**KRADJEL, BERNADINE M. a/k/a
BERNADINE K. KRADJEL
a/k/a BERNADINE KRADJEL**, dec'd.

Late of the Borough of Hellertown, Northampton County, PA
Executor: Richard J. Kradjel, Jr. c/o Lawrence Center, Esquire, 44 E. Broad St., Suite 15, Bethlehem, PA 18018

Attorney: Lawrence Center, Esquire, 44 E. Broad St., Suite 15, Bethlehem, PA 18018

NOTHSTEIN, RACHEL A., dec'd.

Late of Walnutport, Northampton County, PA

Executrix: Janet D. Klose, 4443 Cedar Drive, Walnutport, PA 18088

Attorneys: Stephen A. Strack, Esquire, Steckel and Stopp, 125 S. Walnut Street, Suite 210, Slatington, PA 18080

ROTH, BARBARA J., dec'd.

Late of the Township of Plainfield, Northampton County, PA
Executrix: Debra L. Roth, 9 Mauch Chunk Street, Nazareth, PA 18091

Attorneys: Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064

STIEGER, KATHLEEN A., dec'd.

Late of the Township of Forks, Northampton County, PA

Executrix: Michelle K. Pritchard c/o Mary Ann Snell, Esquire, 3400 Bath Pike, Suite 311, Bethlehem, PA 18017

Attorney: Mary Ann Snell, Esquire, 3400 Bath Pike, Suite 311, Bethlehem, PA 18017

**WALLACE, LUCILLE W. a/k/a
LUCILLE WALLACE**, dec'd.

Late of the Borough of Pen Argyl, Northampton County, PA

Administratrix: Kay F. Wunderly 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

WEEKS, BEVERLY A., dec'd.

Late of the Township of Lower Saucon, Northampton County, PA

Executor: James M. Weeks c/o Lawrence Center, Esquire, 44 E. Broad St., Suite 15, Bethlehem, PA 18018

Attorney: Lawrence Center, Esquire, 44 E. Broad St., Suite 15, Bethlehem, PA 18018

SECOND PUBLICATION**FEHR, DAVID A. a/k/a DAVID A.
FEHR, SR.**, dec'd.

Late of Moore Township, Northampton County, PA

Administratrix: Eileen F. Fehr c/o Robert N. Rust, III, Esquire, 4461 Kohler Drive, Allentown, PA 18103

Attorney: Robert N. Rust, III, Esquire, 4461 Kohler Drive, Allentown, PA 18103

HASLET, C. JEANETTE a/k/a CLARA JEANETTE HASLET, dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Executrix: Nancy Lou Crouse

Attorneys: McFall, Layman & Jordan, P.C., Attorneys at Law, 134 Broadway, Bangor, PA 18013

KRONER, ROBERT L., dec'd.

Late of Bethlehem, Northampton County, PA

Robert L. Kroner Declaration of Trust dated August 29, 2007, as amended November 7, 2013

Trustee: Peter P. Perry, 1600 Lehigh Parkway East, 1E, Allentown, PA 18103-3097

NEWHARD, MARYANN a/k/a MARY G. NEWHARD, dec'd.

Late of Bethlehem, Northampton County, PA

Executor: Francis Mingora c/o Paul A. Florenz, Esquire, Kolb, Vasiliadis and Florenz, LLC, 60 West Broad Street, Ste. 303, Bethlehem, PA 18018-5721

Attorneys: Paul A. Florenz, Esquire, Kolb, Vasiliadis and Florenz, LLC, 60 W. Broad St., Ste. 303, Bethlehem, PA 18018-5721

SAVINO, FRANCES a/k/a FRANCES G. SAVINO, dec'd.

Late of the Borough of Hellertown, Northampton County, PA
Co-Executors: William F. Savino and Anne F. Barracca c/o Mark P. Albright, Esquire, 403 Main Street, Hellertown, PA 18055-1721

Attorney: Mark P. Albright, Esquire, 403 Main Street, Hellertown, PA 18055-1721

SCHWEDER, MARY L., dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executor: J. Michael Schweder c/o Christopher T. Spadoni, Esquire, 1413 Easton Ave., P.O. Box 522, Bethlehem, PA 18018
Attorney: Christopher T. Spadoni, Esquire, 1413 Easton Ave., P.O. Box 522, Bethlehem, PA 18018

SIMONS, ANNE MARIE, dec'd.

Late of the Borough of Bangor, Northampton County, PA

Executrix: Patricia Ackerman a/k/a Patricia L. Ackerman c/o Brian F. Achey, Esquire, Law Offices of Edward J. McKarski, 901 West Lehigh Street, Bethlehem, PA 18018

Attorneys: Brian F. Achey, Esquire, Law Offices of Edward J. McKarski, 901 West Lehigh Street, Bethlehem, PA 18018

STOUT, ASHER F. a/k/a BUD STOUT, dec'd.

Late of the Township of Forks, Northampton County, PA

Executor: James M. Stout 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

STRELECKI, DONALD, dec'd.

Late of the Borough of Northampton, Northampton County, PA
Executrix: Karol Strelecki c/o Gardner Law Office, 740 Main Street, Bethlehem, PA 18018

Attorneys: Gardner Law Office, 740 Main Street, Bethlehem, PA 18018

SUIDA, AMELIA C. a/k/a AMELIA L. SUIDA a/k/a AMELIA SUIDA, dec'd.

Late of the Borough of Hellertown, Northampton County, PA
Executor: Robert L. Yurasits, 5210 Hanoverville Road, Bethlehem, PA 18017

Attorney: James J. Holzinger, Esquire, 1216 Linden Street, P.O. Box 1409, Bethlehem, PA 18016

WAITKAITIS, EDWARD C., SR., dec'd.

Late of Bath, Northampton County, PA

Administrator: Nicholas M. Zanakos, Esquire, 742 North Main Street, Bethlehem, PA 18018

Attorney: Nicholas M. Zanakos, Esquire, 742 North Main Street, Bethlehem, PA 18018

THIRD PUBLICATION**BERGER, RITA I., dec'd.**

Late of the City of Bethlehem, Northampton County, PA

Executrix: Patricia Carol Uhler 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

BOOSE, JEAN M., dec'd.

Late of Bethlehem Township, Northampton County, PA

Executrix: Jean S. Williams c/o Edward H. Butz, Esquire, Lesavoy Butz & Seitz LLC, 7535 Windsor Drive, Suite 200, Allentown, PA 18195

Attorneys: Edward H. Butz, Esquire, Lesavoy Butz & Seitz

LLC, 7535 Windsor Drive, Suite 200, Allentown, PA 18195

CUNNINGHAM, RICHARD J., dec'd.

Late of the City of Easton, Northampton County, PA

Executrix: Joann Cunningham c/o Daniel E. Cohen, Attorney, Seidel, Cohen, Hof & Reid, L.L.C., 3101 Emrick Blvd., Suite 205, Bethlehem, PA 18020

Attorneys: Daniel E. Cohen, Attorney, Seidel, Cohen, Hof & Reid, L.L.C., 3101 Emrick Blvd., Suite 205, Bethlehem, PA 18020

ELLIS, GEORGE M. a/k/a GEORGE MARK ELLIS, dec'd.

Late of Hellertown, Northampton County, PA

Executrix: Ursula M. Hoffmann c/o Noonan & Prokup, 526 Walnut St., Allentown, PA 18101
Attorneys: Noonan & Prokup, 526 Walnut St., Allentown, PA 18101

ERBECK, EVELYN A., dec'd.

Late of the Borough of Hellertown, Northampton County, PA
Executrix: Linda A. Servetas 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

HAMPTON, CHARLES STEWART a/k/a CHARLES S. HAMPTON a/k/a CHARLES S. HAMPTON, JR., dec'd.

Late of the Borough of Hellertown, Northampton County, PA
Co-Executors: Charles S. Hampton, III and Elizabeth B. Firth c/o Mark P. Albright, Esquire, 403 Main Street, Hellertown, PA 18055-1721

Attorney: Mark P. Albright,
Esquire, 403 Main Street, Helle-
town, PA 18055-1721

HOWARD, PHYLLIS B., dec'd.

Late of the Borough of Nazareth,
Northampton County, PA

Executrix: Leslie Ann Howard
c/o Daniel E. Cohen, Attorney,
Seidel, Cohen, Hof & Reid, L.L.C.,
3101 Emrick Blvd., Suite 205,
Bethlehem, PA 18020

Attorneys: Daniel E. Cohen,
Attorney, Seidel, Cohen, Hof &
Reid, L.L.C., 3101 Emrick Blvd.,
Suite 205, Bethlehem, PA 18020

**KERN, DARLENE a/k/a DARLENE
A. KERN,** dec'd.

Late of 302 Twin Brook Road,
Township of Allen, Northampton
County, PA

Executrix: Denise R. Bonstein
c/o J. William Widing, III,
Esquire, Kozloff Stoudt, 2640
Westview Drive, Wyomissing, PA
19610

Attorneys: J. William Widing, III,
Esquire, Kozloff Stoudt, 2640
Westview Drive, Wyomissing, PA
19610

KOZMA, ROSE F., dec'd.

Late of Bushkill Township,
Northampton County, PA

Executrix: Angela R. Maxwell,
683 Bowers Road, Nazareth, PA
18064-9117

Attorneys: Peters, Moritz, Peischl,
Zulick, Landes & Brienza, LLP,
1 South Main Street, Nazareth,
PA 18064-2083

**MARSH, ROBERT H. a/k/a
ROBERT MARSH,** dec'd.

Late of 225 Flagstone Drive,
Bethlehem, Northampton
County, PA

Executor: William F. Marsh c/o
Stuart T. Shmookler, Esquire,
Gross McGinley, LLP, 33 S. 7th

Street, P.O. Box 4060, Allentown,
PA 18105-4060

Attorneys: Stuart T. Shmookler,
Esquire, Gross McGinley, LLP,
33 S. 7th Street, P.O. Box 4060,
Allentown, PA 18105-4060

**MONTORO, PETER V. a/k/a
PETER MONTORO,** dec'd.

Late of the Borough of Wilson,
Northampton County, PA

Administratrix: Jeanette
Montoro c/o Theresa Hogan,
Esquire, Attorney-at-Law, 340
Spring Garden Street, Easton,
PA 18042

Attorney: Theresa Hogan,
Esquire, Attorney-at-Law, 340
Spring Garden Street, Easton,
PA 18042

**NEMETH, CARL W. a/k/a CARL
WILLIAM NEMETH,** dec'd.

Late of 585 Cherry Road,
Northampton, Northampton
County, PA

Executor: Robert F. Nemeth,
4267 Primrose Lane, Walnut-
port, PA 18088

Attorneys: David B. Shulman,
Esquire, Shulman & Shabbick,
1935 Center Street, Northamp-
ton, PA 18067 and Dean C. Berg,
Esquire, 1820 Main Street, Suite
10, Northampton, PA 18067

SHIVE, BARBARA A., dec'd.

Late of the City of Bethlehem,
Northampton County, PA

Co-Executrices: Cynthia A.
LaBarge and Brenda L. LaBarge
c/o Robert H. Littner, Esquire,
Littner, Deschler & Littner, 512
North New Street, Bethlehem, PA
18018

Attorneys: Robert H. Littner,
Esquire, Littner, Deschler &
Littner, 512 North New Street,
Bethlehem, PA 18018

**STRUCKO, JOHN a/k/a JOHN
CHRISTOPHER STRUCKO
a/k/a JOHN C. STRUCKO,**
dec'd.

Late of the City of Easton,
Northampton County, PA
Executrix: Ann Marie Strucko
c/o Theresa Hogan, Esquire,
Attorney-at-Law, 340 Spring
Garden Street, Easton, PA 18042
Attorney: Theresa Hogan,
Esquire, Attorney-at-Law, 340
Spring Garden Street, Easton,
PA 18042

**THOMAS, JOHN PAUL a/k/a
JOHN P. THOMAS,** dec'd.

Late of the Borough of Nazareth,
Northampton County, PA
Executrix: Judela Pearl-Thomas
c/o Brian M. Monahan, Esquire,
701 Washington Street, Easton,
PA 18042
Attorney: Brian M. Monahan,
Esquire, 701 Washington Street,
Easton, PA 18042

**VAN KLEEFF, BETTY J. a/k/a
BETTY VAN KLEEFF,** dec'd.

Late of the Township of Bushkill,
Northampton County, PA
Executor: John Van Kleeff c/o
Theodore R. Lewis, Esquire,
Lewis and Walters, 46 S. 4th
Street, P.O. Box A, Easton, PA
18044-2099
Attorneys: Theodore R. Lewis,
Esquire, Lewis and Walters, 46
S. 4th Street, P.O. Box A, Easton,
PA 18044-2099

ZRINSKI, IRENE, dec'd.

Late of the Borough of Heller-
town, Northampton County, PA
Executor: Joseph S. Zrinski c/o
Bradford D. Wagner, Esquire,
662 Main Street, Hellertown, PA
18055-1726
Attorney: Bradford D. Wagner,
Esquire, 662 Main Street, Heller-
town, PA 18055-1726

FICTITIOUS NAME

REGISTRATION NOTICE

NOTICE IS HEREBY GIVEN
pursuant to the provisions of the
Fictitious Names Act of Pennsylvania
that an application for registration of
a fictitious name was filed in the office
of the Department of State of the
Commonwealth of Pennsylvania, for
the conduct of a business under the
fictitious name of:

MIDLANTIC ENTERPRISES

with its principal office or place of
business at: 19-25 North 10th Street,
Easton, PA 18042.

The name and address, including
street and number, if any, of the
person who is party to the registration
are: Edward Hancewicz, P.O. Box
526, Easton, PA 18044.

May 12

**CORPORATE FICTITIOUS NAME
REGISTRATION NOTICE**

NOTICE IS HEREBY GIVEN that
pursuant to the provisions of Section
311 of Act 1982-295, a Fictitious
Name Registration was filed with the
Department of State of the Common-
wealth for:

MOUNT BETHEL HARDWARE

with its principal place of business at:
2002 Ridge Road, Bangor, Pennsyl-
vania 18013. The name and address
of the entity owning or interested in
said business is: Mountainhome
Hardware LLC, 2002 Ridge Road,
Bangor, PA 18013.

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

May 12

**IN THE NORTHAMPTON COUNTY
COURT OF COMMON PLEAS
ORPHANS' COURT DIVISION**

The following Executors, Admin-
istrators, Guardians & Trustees have
filed Accounts in the Office of the
Orphans' Court:

ESTATE; Accountant

WILLIAM R. GOWDY, JR. a/k/a
WILLIAM R. GOWDY; Donald
Melchiorre, Executor

MARY JANE CLAUSER a/k/a
MARY JANE R. CLAUSER a/k/a
MARY JANE RUDLOFF CLAUSER;
Joanne C. Solt, Executrix

ANDREW J. PAVELKO, III; Wells
Fargo Bank, Guardian

WILLIAM A. RIEGEL; Pamela G.
Wolf and David W. Riegel,
Co-Executors

GRACE M. PALMER; Michele Asch
a/k/a Michelle Asch, Executrix

MARTHA LIERO; Domenic P.
Sbrocchi, Administrator dbncta

AUDIT NOTICE

All parties interested are notified
that an audit list will be made up of
all Accounts and the said list will be
called for audit at the Northampton
County Government Center, Easton,
PA on: FRIDAY, MAY 20, 2016 AT
9:00 A.M. IN COURTROOM #1.

Gina X. Gibbs
Clerk of Orphans' Court
May 5, 12

NOTICE FOR CHANGE OF NAME

NOTICE IS HEREBY GIVEN that
on May 6, 2016, the petition of Adi
Gabay Ratner and Aaron Ratner was
filed in Northampton County Court
of Common Pleas No. C-48-CV-2016-
3764, seeking to change the name of
minor child from Alexis Romey Ratner
to Alexis Romey Gabay-Ratner. The
court has fixed Friday, June 10, 2016
at 9:00 a.m., in courtroom #4 at the
Northampton County Courthouse as
the date for hearing of the petition. All
persons interested in the proposed
change of name may appear and
show cause, if they have, why the
prayer of the petitioner should not be
granted.

May 12

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

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE
WELLS FARGO BANK, N.A.
s/b/m WACHOVIA BANK,
NATIONAL ASSOCIATION

Plaintiff

vs.

ROGER MARTH, in his capacity as
Administrator and Heir of the
Estate of ALFRED MARTH, JR.,
UNKNOWN HEIRS, SUCCESSORS,
ASSIGNS AND ALL PERSONS,
FIRMS OR ASSOCIATIONS
CLAIMING RIGHT, TITLE OR
INTEREST FROM OR UNDER
ALFRED MARTH, JR., DECEASED
Defendants

NO. C-48-CV-2016-2887

NOTICE

To: UNKNOWN HEIRS, SUCCE-
SORS, ASSIGNS AND ALL
PERSONS, FIRMS OR ASSOCIA-
TIONS CLAIMING RIGHT, TITLE
OR INTEREST FROM OR UNDER
ALFRED MARTH, JR., DECEASED

You are hereby notified that on
April 13, 2016, Plaintiff, WELLS
FARGO BANK, N.A. s/b/m
WACHOVIA BANK, NATIONAL ASSO-
CIATION, filed a Mortgage Foreclo-
sure Complaint endorsed with a
Notice to Defend, against you in the
Court of Common Pleas of NORTH-
AMPTON County, Pennsylvania,
docketed to No. C-48-CV-2016-2887.
Wherein Plaintiff seeks to foreclose on
the mortgage secured on your
property located at 421 EAST 8TH
STREET, NORTHAMPTON, PA
18067-1849 whereupon your
property would be sold by the Sheriff
of NORTHAMPTON County.

You are hereby notified to plead to
the above referenced Complaint on or

before 20 days from the date of this publication or a Judgment will be entered against you.

NOTICE

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

YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE

THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

Lawyer Referral Service

P.O. Box 4733

Easton, PA 18043-4733

Telephone (610) 258-6333

May 12

PART-TIME LEGAL SECRETARY

Part-time legal secretary needed for small office in Easton. Mainly family law. Days/hours flexible; experience necessary. Please send resume to molinolaw@gmail.com.

May 12

Paralegal Studies Focus Group

12:15 p.m., Friday, May 20

Lehigh County Bar Association

1114 Walnut Street, Allentown, PA 18102

Lunch provided

Lehigh Carbon and Northampton Community Colleges are seeking input to improve their Paralegal Studies curriculum. Both programs are American Bar Association approved.

We are seeking 15 attorneys/paralegals to participate in this 1.5 hour dialog to gain insight to be utilized in both programs.

If you are interested, contact Diane Tallarita at dtallarita@lccc.edu or 610-799-1594.



Lehigh Carbon
COMMUNITY COLLEGE



Northampton
Community College

Apr. 28; May 5, 12

**NAZARETH MUTUAL INSURANCE COMPANY, Plaintiff v.
SHIRLEY KRAM, Defendant
NAZARETH MUTUAL INSURANCE COMPANY, Plaintiff v.
THOMAS J. POLANSKI, Defendant**

Motion for Summary Judgment—Action for Declaratory Judgment—Insurance.

In these consolidated cases, Defendants had identical homeowners' insurance policies with Plaintiff. When Defendants' homes were damaged by separate hailstorms, they submitted claims under their policies. Plaintiff brought a declaratory judgment action against Defendants, seeking a declaration that Defendants were not entitled to utilize an arbitration process under the policies and that Plaintiff had fulfilled its obligations to Defendants pursuant to the policies. The grounds on which Plaintiff sought this declaration were that Defendants provided Plaintiff with proofs of loss indicating the estimated amount of damage, Plaintiff issued to Defendants checks in the same amounts, and Defendants cashed those checks.

Relying on these facts and on the policies, Plaintiff moved for summary judgment against Defendants in February and March of 2014, respectively. These motions were denied by Judge Dally and Judge Koury, each of whom found that the policies and Defendants' cashing of the checks did not entitle Plaintiff to its requested declaration. Defendants then filed the instant Motion for Summary Judgment on December 23, 2014. Because the factual record had not changed since Plaintiff moved for summary judgment, and because the Court had previously held that the same did not entitle Plaintiff to relief, the Court granted summary judgment in favor of Defendants.

In the Court of Common Pleas of Northampton County, Pennsylvania,
Civil Action—Nos. C-48-CV-2013-12036, C-48-CV-2013-11929.

JOHN W. ASHLEY, ESQUIRE, for Plaintiff.

CRAIG M. SCHULTZ, ESQUIRE, for Defendants.

Order of the Court entered on May 26, 2015 by BELTRAMI, J.

OPINION

This matter is before the Court on the Motion for Summary Judgment and Clarification ("Motion") filed by the Defendants ("Defendants") in these consolidated cases on December 23, 2014. On January 26, 2015, Plaintiff filed a Response to the Motion. Briefs have been filed, oral argument was heard on February 25, 2015, and the matter is ready for disposition.

The relatively undisputed facts are as follows. On June 24, 2013, the home of Defendant Thomas J. Polanski ("Defendant Polanski") was damaged by a hailstorm. (Mot. ¶5; Resp. ¶5.) On July 25, 2013, the home of Defendant Shirley Kram ("Defendant Kram") was damaged by a separate hailstorm. (Mot. ¶5; Resp. ¶5.) At the time of the storms, Defendants maintained separate, but identical, homeowners' insurance policies ("Policies") with Plaintiff Nazareth Mutual Insurance Company ("Nazareth Mutual"). (Mot. ¶¶3-4; Resp. ¶¶3-4.) Defendants submitted timely claims to Nazareth

Mutual under their Policies. (Mot. ¶6; Resp. ¶6.) As part of their claims, and at the request of Nazareth Mutual's independent adjuster, Zach Turnbull, Defendants each signed and submitted to Nazareth Mutual a proof of loss ("POL").¹ (Mot. ¶7; Resp. ¶7.) In response, Nazareth Mutual sent each Defendant a check in the amount identified in his or her POL, and both Defendants cashed their checks. (See Kram Compl. ¶10; Kram Answer ¶10; Polanski Compl. ¶7; Polanski Answer ¶7.) Contemporaneously with or shortly after submitting their POLs, Defendants exercised their appraisal rights under the Policies.² (Mot. ¶8; Resp. ¶8.)

Thereafter, Nazareth Mutual filed the instant declaratory judgment actions against Defendant Polanski and Defendant Kram. In its Complaints, Nazareth Mutual requests a declaration that, based upon the POLs submitted by Defendants, the checks issued from Nazareth Mutual to Defendants, and Defendants' acts of cashing the checks, there is no dispute as to the value of the loss, that Nazareth Mutual has satisfied its obligations under the Policies, and that appraisal is inappropriate under the circumstances. In essence, what Nazareth Mutual seeks against Defendants is a declaration "that the [POLs] signed by [Defendants] were binding, conclusive[,] and final as to the amount of loss and the extent of Nazareth Mutual's contractual obligations." (Mot. ¶10; Resp. ¶10.)

Two judges of this Court have refused to grant Nazareth Mutual such relief and, in doing so, have revealed why Defendants are now entitled to judgment as a matter of law. On February 20, 2014, Nazareth Mutual moved for summary judgment in its action against Defendant Polanski and, on March 20, 2014, moved for summary judgment in its action against Defendant Kram. Both motions were denied, the first by an Order of Court and Statement of Reasons filed by the Honorable Craig A. Dally on April 16, 2014, and the second by an Order filed by the Honorable Michael J. Koury, Jr. on July 14, 2014. Both Orders reach the same conclusion—that the POLs submitted by Defendants, the checks issued by Nazareth Mutual, and the cashing of the checks by Defendants do not entitle Nazareth Mutual to the declaration sought. Defendants now move for summary judgment on the

¹ Pursuant to the Policies, when requested by Nazareth Mutual, the insured must:
a. give [Nazareth Mutual] a signed, sworn proof of loss, within 60 days after [Nazareth Mutual's] request, that shows:

1) the time, place, and the details of the loss;

...

6) detailed estimates for repair; and

7) in detail, the quantity, description, cost, amount of loss, and actual cash value of the personal property involved in the loss.

(Mot. Ex. A at 21-22 of 29; Ex. B at 21-22 of 29.)

² Pursuant to the Policies, if the parties "do not agree as to the ... amount of the loss," the claim moves into appraisal proceedings, where each side chooses and pays for an appraiser, the chosen appraisers select an umpire, and that trio attempts to arrive at a written agreement representing the final, binding amount of the loss. (See Mot. Ex. A at 28 of 29; Ex. B at 28 of 29.)

theory that the Orders of Judges Dally and Koury indicate that no genuine issues of material fact remain, yet the Orders reject Nazareth Mutual's evidence as a legal basis for this Court declaring that Defendants' insurance claims have been finally resolved. Nazareth Mutual, while offering no new factual record, responds that the aforementioned Orders *do* indicate that issues of fact remain, and that, as a result, its action for declaratory judgment must proceed to trial.

Pennsylvania Rule of Civil Procedure 1035.2 establishes the standard of review for a motion for summary judgment as follows:

After the relevant pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for summary judgment in whole or in part as a matter of law (1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report, or (2) if, after the completion of discovery relevant to the motion, including the production of expert reports, an adverse party who will bear the burden of proof at trial has failed to produce evidence of facts essential to the cause of action or defense which in a jury trial would require the issues to be submitted to a jury.

Pa. R.C.P. No. 1035.2. These two prongs represent the two main avenues per which summary relief may be granted. Employing the first of these, a movant may rely on uncontroverted facts, and/or allow that the factual allegations made by the non-moving party could be true, while contending that, even accepting such facts, judgment should be rendered for the movant as a matter of law. *See* Pa.R.C.P. No. 1035.2(1). Alternatively, after discovery, a party may challenge the ability of the non-moving party to adduce evidence of facts material to establishing a claim or defense. *See id.* No. 1035.2(2).

Lance v. Wyeth, 624 Pa. 231, 258, 85 A.3d 434, 449-50 (2014).

Under either avenue, summary judgment may only be granted when the record clearly shows that no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law. *Summers v. Certainteed Corporation*, 606 Pa. 294, 307, 997 A.2d 1152, 1159 (2010). The moving party bears the burden of proving that no genuine issue of material fact exists. *Barnish v. KWI Building Company*, 916 A.2d 642, 645 (Pa. Super. 2007). In deciding a motion for summary judgment, the record must be viewed in the light most favorable to the non-moving party, and any doubt as to the existence of a genuine issue of material fact must be resolved against the moving party. *Ario v. Ingram Micro, Inc.*, 600 Pa. 305, 315, 965 A.2d 1194, 1200 (2009).

Even where the facts are agreed upon, summary judgment cannot be entered if the facts can support conflicting inferences. *Washington v. Baxter*, 553 Pa. 434, 447 n.10, 719 A.2d 733, 740 n.10 (1998).

The party opposing a motion for summary judgment may not rest upon the mere allegations or denials of the pleadings but must file a response within thirty days after service of the motion identifying

(1) one or more issues of fact arising from evidence in the record controverting the evidence cited in support of the motion or from a challenge to the credibility of one or more witnesses testifying in support of the motion, or

...

(2) evidence in the record establishing the facts essential to the cause of action or defense which the motion cites as not having been produced.

Pa. R.C.P. No. 1035.3(a)(1)-(2). In other words, the “[f]ailure of a non-moving party to adduce sufficient evidence on an issue essential to its case and on which it bears the burden of proof such that a [verdict could be issued] in its favor establishes the entitlement of the moving party to judgment as a matter of law.” *Young v. Commonwealth, Department of Transportation*, 560 Pa. 373, 376, 744 A.2d 1276, 1277 (2000). In actions for declaratory judgment, summary judgment is available and is governed by the same standard discussed above. *Hydropress Environmental Services, Inc. v. Township of Upper Mount Bethel, County of Northampton*, 575 Pa. 479, 489, 836 A.2d 912, 918 (2003).

To quote from Judge Dally’s Statement of Reasons, with which the Court agrees: “[T]here is nothing in the language of the [POL] which could fairly be construed as capping a loss to the information provided in the POL.” (Mot. Ex. C at 5.) Based on that conclusion and on the fact that Nazareth Mutual itself averred, in its Complaint against Defendant Polanski, that he timely exercised his right to appraisal, Judge Dally denied Nazareth Mutual’s Motion for Summary Judgment because “it [was] clear that [Nazareth Mutual] [was] not entitled to judgment in its favor as a matter of law.” (*Id.* at 5-6.) Further, to quote from Judge Koury’s Order, with which the Court also agrees: “[N]othing in the Polic[ies] supports Nazareth Mutual’s assertion that [Defendant] Kram’s cashing of Nazareth Mutual’s check for the amount set forth in the POL constitutes an admission that [Defendant] Kram’s claim does not exceed that amount.” (Mot. Ex. D at n.2.) Based on that conclusion, Judge Koury denied Nazareth Mutual’s Motion for Summary Judgment because “Nazareth Mutual ... failed to establish that it [wa]s entitled to judgment as a matter of law.” (*Id.*)

Nazareth Mutual now argues that summary judgment in favor of Defendants is unwarranted because “[i]n this matter, two (2) judges looked at the pleadings and Request for Admissions and the Answers thereto ...

[and] determined that there were material issues of fact to be decided as to if each claim amount had been agreed to by the notices.” (Nazareth Mutual’s Br. at 5.) This is a misinterpretation of the Orders in question. In fact, each Order clearly concludes that the evidence presented by Nazareth Mutual—the POLs, the checks, and the cashing thereof—*cannot* establish that the claim amount was agreed upon as a matter of law, since both Defendants requested appraisal under the Policies’ terms.

In surveying the record and interpreting the Orders of Judges Dally and Koury, it is apparent to the Court that both judges would have entered judgment *against* Nazareth Mutual when it moved for summary judgment were it not for the principle that a court cannot, procedurally, enter summary judgment against the moving party. *See generally, Bensalem Township School District v. Commonwealth*, 518 Pa. 581, 588, 544 A.2d 1318, 1322 (1988). More importantly, in response to Defendants’ Motion, Nazareth Mutual has not produced any new evidence and simply relies upon the record that was presented to Judge Dally and Judge Koury, namely the Policies, the POLs, the checks issued to Defendants, and the fact that Defendants cashed those checks.³ In other words, the record has not changed at all since Nazareth Mutual moved for summary judgment. Two judges of this Court have already correctly concluded that such evidence does not entitle Nazareth Mutual to the declaration it seeks. As noted above, the failure of a non-moving party to offer sufficient evidence on an issue essential to its case and on which it bears the burden of proof entitles the moving party to judgment as a matter of law. Thus, as Defendants are now the movants and Nazareth Mutual has failed to produce evidence essential to its case, Defendants are entitled to judgment in Nazareth Mutual’s actions for declaratory judgment.⁴

In light of the foregoing, all that remain for disposition are those portions of Defendants’ Motion in which they seek, pursuant to Pennsylvania Rule of Civil Procedure 1035.5, an order clarifying that the causes of action pleaded in their counterclaim shall proceed to trial and a case management order. That Rule provides:

If judgment is denied or is not rendered upon the whole case or for all the relief asked and a trial is necessary, the court when considering the motion may, if practicable, ascertain from

³ A review of Nazareth Mutual’s Complaints reveals that its sole factual basis for the declaration sought are the Policies, the POLs, the checks, and the cashing of the checks as well.

⁴ In opposition to Defendants’ Motion, Nazareth Mutual also argues that there are issues of fact as to “the amount and value of the claim” and “the amount of damages” and that these issues prevent the Court from granting the Motion. (Nazareth Mutual’s Br. at 6.) This argument ignores the fact that Nazareth Mutual’s Complaints only seek a declaratory judgment. In light of the Court’s entry of summary judgment against Nazareth Mutual with regard to its Complaints, the amount of damages will be determined through the appraisal process under the terms of the Policies, not by this Court.

the pleadings, the evidence and the parties which material facts relevant to the motion exist without controversy and which are actually controverted. It shall thereupon make an order specifying the facts that are without controversy, including the extent to which the amount of damages or other relief is not in controversy and directing such further proceedings in the action as are just. Upon the trial of the action the facts so specified shall be deemed established and the trial shall be conducted accordingly.

Pa. R.C.P. 1035.5. Defendants, in invoking this Rule, do not, as the Rule contemplates, ask the Court to specify which, if any, material facts are without controversy, and, thus, the Court declines to do so. Rather, Defendants ask the Court to clarify that their counterclaims shall proceed to trial. Because Defendants did not seek summary judgment with regard to their counterclaims, no clarification is needed.⁵ Nor is any case management order required. Defendants' counterclaims are all that remain in this action, and, with nothing further pending before the Court, ordinary case management principles enshrined in the Pennsylvania Rules of Civil Procedure will operate to govern this action from this point forward.⁶

WHEREFORE, the Court enters the following:

ORDER

AND NOW, this 26th day of May, 2015, the Motion for Summary Judgment filed by Defendants Shirley Kram and Thomas J. Polanski ("Defendants") on December 23, 2014, is hereby GRANTED. Judgment is hereby entered in favor of Defendants and against Plaintiff Nazareth Mutual Insurance Company with regard to Plaintiff's Complaints in the above actions. Defendants' Motion for Clarification, filed on the same date, is hereby DENIED.

⁵ In their Counterclaims, Defendants seek damages for bad faith and for breach of the covenant of good faith and fair dealing.

⁶ The Court notes that Defendant Kram and Defendant Polanski have each filed an Amended Answer with New Matter and Counterclaim, on March 9, 2015, and March 12, 2015, respectively. The Counterclaims remain unanswered by Nazareth Mutual. In addition, on April 1, 2015, the Honorable Stephen G. Baratta entered an Order, following a status conference with the parties, indicating that the pleadings were not closed as of that date and scheduling the case for a status conference on June 8, 2015.

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