

Northampton County Reporter

(USPS 395-280)

VOL. LXI

EASTON, PA March 5, 2020

NO. 10

**Overhead Hoist & Crane d/b/a Moye Handling Systems, Inc., Plaintiff v.
Steel Management Systems, LLC, Defendant**

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2. 2020 Calendar

3. Save the Date!

4. PA CLE Requirements

Creem: 1. "Sentencing Commission Update"

2. "Lincoln, Gettysburg and a New Moral and Constitutional Course for America"

3. "Important New Developments in Personal Injury Law"

4. YLD Happy Hour

NOTICE TO THE BAR...

Administrative Order 2020-4

See page 15.

* * * * *

March Quarterly Association Meeting

Thursday, March 19, 2020

Registration form inside.

**NORTHAMPTON COUNTY BAR ASSOCIATION
2020 BAR ASSOCIATION OFFICERS**

Robert Eyer President
Maura Zajac McGuire President-Elect
Paul J. Harak Vice President
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Jeremy F. Clark Secretary
Lisa M. Spitale Past President

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Frank W. Yandrisevits
Lisa M. Spitale
Jonathan M. Huerta, Zone Governor

Northampton County Reporter
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Mary Beth LeesonExecutive Director
Patti A. GoberAccounting
..... Legal Journal
Heather Rizzotto-StefanikAttorney Referral
Deborah J. FlanaganAttorney Referral

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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Editor

NOTICE TO NCBA MEMBERS – BAR NEWS

Administrative Order 2020-4

RULE N1017 – Repealed

RULE N1028(c) – Procedure for Disposition of Preliminary Objections

RULE N212A – Case Management/Trial Lists

See page 15.

Quarterly Association Meeting – Thursday, March 19, 2020

Registration form inside.

Save the Date!

Thursday, May 28, 2020 – “Foundation Libations”

Our Second Annual Foundation Fundraiser.

5:00 – 7:30 p.m. at ArtsQuest, Bethlehem.

Courthouse Library Copy Machine Cards

Copy machine cards are still available at the NCBA Office. If you make any copies on the copy machine in the Law Library you may want to consider purchasing copy cards. The cards sell for \$10.00. If you use the cards, copies are 15 cents rather than the usual 25 cents.

Life isn't about getting and having, it's about giving and being. ~ Kevin Kruse

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**BERGER, DARRELL J.,** dec'd.

Late of Nazareth, Northampton County, PA

Administrator: Jason Berger 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

BISHER, SHIRLEY M., dec'd.

Late of Bangor, Northampton County, PA

Executor: Andrew J. Bisher c/o Noonan Law Office, 526 Walnut Street, Allentown, PA 18101-2394

Attorneys: Noonan Law Office, 526 Walnut Street, Allentown, PA 18101-2394

BURGIO, SANDRA A., dec'd.

Late of the City of Easton, Northampton County, PA

Executor: David Jared Burgio c/o Goudsouzian & Associates, 2940 William Penn Highway, Easton, PA 18045-5227

Attorneys: Goudsouzian & Associates, 2940 William Penn Highway, Easton, PA 18045-5227

CAMPBELL, HARPER EDWIN, dec'd.

Late of East Allen Township, Northampton County, PA

Administratrix: Donna Diane Campbell c/o Joshua D. Shulman, Esquire, Shulman Law Office PC, 1935 Center Street, Northampton, PA 18067
Attorneys: Joshua D. Shulman, Esquire, Shulman Law Office PC, 1935 Center Street, Northampton, PA 18067

CHESTON, JEANNE C., dec'd.

Late of the Borough of Nazareth, Northampton County, PA

Executrix: Sharon Gothard
Attorneys: Robert Glazer, Esquire, McLaughlin & Glazer, 26 N. Third Street, Easton, PA 18042

CROCUS, JEFFREY J., dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executor: James David Boyer c/o Joseph A. Corpora, III, Esquire, Santander Bank Building, 100 North Third Street, Suite 502, Easton, PA 18042
Attorneys: Joseph A. Corpora, III, Esquire, Santander Bank Building, 100 North Third Street, Suite 502, Easton, PA 18042

DePALMA, CARLO NICHOLAS, dec'd.

Late of Palmer Township, Northampton County, PA

Executor: Steven B. Molder, Esquire, 904 Lehigh St., Easton, PA 18042

Attorney: Steven B. Molder, Esquire, 904 Lehigh St., Easton, PA 18042

DIMMIG, ROBERT J., dec'd.

Late of the Borough of Hellertown, Northampton County, PA
Executrix: Gertrude M. Bonser
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

FREY, CATHERINE L., dec'd.

Late of Northampton, Northamp-
ton County, PA

Executor: Raymond L. Frey c/o
Jeffrey F. Hussar, Esquire, 946
Third Street, Whitehall, PA
18052

Attorney: Jeffrey F. Hussar,
Esquire, 946 Third Street,
Whitehall, PA 18052

HARING, HELEN MAE, dec'd.

Late of Easton, Northampton
County, PA

Co-Executors: Debra M.
Tucker-Frank, 203 New Jersey
Ave., Phillipsburg, NJ 08865 and
Robert J. Haring, 668 Howe
Street, Easton, PA 18040

Attorneys: Brad M. Russo,
Esquire, Russo Law Offices, LLC,
633 Belvidere Road, Phillips-
burg, NJ 08865

HAWKES, ANNE J., dec'd.

Late of Bethlehem, Northampton
County, PA

Executor: Steven J. Hawkes c/o
Charles A. Waters, Esquire,
Steckel and Stopp LLC, 125 S.
Walnut Street, Suite 210, Slat-
ington, PA 18080

Attorneys: Charles A. Waters,
Esquire, Steckel and Stopp LLC,
125 S. Walnut Street, Suite 210,
Slatington, PA 18080

HENN, RUTH H., dec'd.

Late of Borough of Hellertown,
Northampton County, PA

Co-Executors: Beverly K. Koch
and Weston W. Andre-Henn 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

HILL, BETTY L., dec'd.

Late of the Borough of East
Bangor, Northampton County,
PA

Executor: Wayne H. Hill 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

KISH, MARGARET C., dec'd.

Late of Bethlehem, Northampton
County, PA

Executrix: Jane F. Ahn c/o
Michael Santanasto, Esquire,
210 E. Broad Street, Bethlehem,
PA 18018

Attorney: Michael A. Santanasto,
Esquire, 210 E. Broad Street,
Bethlehem, PA 18018

MACKIN, EVELYN J., dec'd.

Late of Bethlehem, Northampton
County, PA

Executrix: Lynn M. Posbergh c/o
Fitzpatrick Lentz & Bubba, P.C.,
Two City Center, 645 W.
Hamilton Street, Suite 800,
Allentown, PA 18101

Attorneys: Fitzpatrick Lentz &
Bubba, P.C., Two City Center,
645 W. Hamilton Street, Suite
800, Allentown, PA 18101

MANTO, JOAN S., dec'd.

Late of Bethlehem, Northampton
County, PA

Executor: Gary M. Miller c/o
Michael Santanasto, Esquire,
210 E. Broad Street, Bethlehem,
PA 18018

Attorney: Michael A. Santanasto,
Esquire, 210 E. Broad Street,
Bethlehem, PA 18018

MARKLEY, NELSON GROH, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executors: Susan Eileen Junghans and David E. Markley c/o Judith A. Harris, Esquire, Norris, McLaughlin & Marcus, P.A., 515 West Hamilton Street, Suite 502, Allentown, PA 18101
Attorneys: Judith A. Harris, Esquire, Norris, McLaughlin & Marcus, P.A., 515 West Hamilton Street, Suite 502, Allentown, PA 18101

McCARTHY, MARIA M., dec'd.

Late of Nazareth Borough, Northampton County, PA

Executrix: Maria S. Flaherty c/o James J. Ruggiero, Jr., Esquire, Ruggiero Law Offices, LLC, 16 Industrial Blvd., Ste. 211, Paoli, PA 19301

Attorneys: James J. Ruggiero, Jr., Esquire, Ruggiero Law Offices, LLC, 16 Industrial Blvd., Ste. 211, Paoli, PA 19301

POWELL, JOYCE A., dec'd.

Late of the Borough of Wilson, Northampton County, PA

Administratrix: Janice P. Wolfinger c/o Goudsouzian & Associates, 2940 William Penn Highway, Easton, PA 18045-5227

Attorneys: Goudsouzian & Associates, 2940 William Penn Highway, Easton, PA 18045-5227

PRITCHARD, ALBERT OWEN, SR., dec'd.

Late of the Township of Forks, Northampton County, PA

Executrix: Michelle Kathleen Pritchard 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

ROESCH, THELMA M., dec'd.

Late of the Township of Palmer, Northampton County, PA

Executors: Rosanne R. Bittenbender and Robert David Roesch

Attorney: April L. Cordts, Esquire, 391 Nazareth Pike, Bethlehem, PA 18020

RYAN, MARJORIE B., dec'd.

Late of the Borough of Hellertown, Northampton County, PA

Executrix: Barbara K. Ryan 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

STEVENS, GRACE M., dec'd.

Late of Township of Forks, Northampton County, PA

Executrices: Vicki L. Hendershot and Gayle L. Dimmick

Attorney: April L. Cordts, Esquire, 391 Nazareth Pike, Bethlehem, PA 18020

TIMAR, ROSEMARIE M., dec'd.

Late of Nazareth, Northampton County, PA

Executor: John L. Klepeis, Jr. 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

VANDEGRIFT, SHIRLEY M., dec'd.

Late of the Borough of Nazareth, Northampton County, PA

Executor: Woodlands Bank, 2450 East Third Street, Williamsport, PA 17701

Attorney: Joseph L. Rider, Esquire, 1700 Four Mile Drive, Williamsport, PA 17701

WASIEWICZ, HEINZ ROBERT,
dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Executor: Michael Brian Wasiewicz, 3042 Masters Hill Road, Fogelsville, PA 18051

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

WOLFF, CECILE W., dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Executor: John Marshall Wolff a/k/a J. Marshall Wolff

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

WOLLE, PRISCILLA P., dec'd.

Late of Bethlehem, Northampton County, PA

Executor: Douglas R. Weiller c/o Michael Santanasto, Esquire, 210 E. Broad Street, Bethlehem, PA 18018

Attorney: Michael A. Santanasto, Esquire, 210 E. Broad Street, Bethlehem, PA 18018

WRIGHT, HELEN M., dec'd.

Late of the Township of Hanover, Northampton County, PA

Executor: Gary D. Wright c/o Mary Ann Snell, Esquire, 4510 Bath Pike, Suite 201, Bethlehem, PA 18017

Attorney: Mary Ann Snell, Esquire, 4510 Bath Pike, Suite 201, Bethlehem, PA 18017

YOHE, JANET A., dec'd.

Late of 526 Wood Street, Apt. 202, Bethlehem, Northampton County, PA

Executor: Charles E. Yohe c/o Linda S. Luther-Veno, Esquire, 2204 Walbert Avenue, Allentown, PA 18104

Attorney: Linda S. Luther-Veno, Esquire, 2204 Walbert Avenue, Allentown, PA 18104

SECOND PUBLICATION**BUCK, MARGARET ELIZABETH,**
dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executrix: Roberta K. Sinift, 1495 Stafore Drive, Bethlehem, PA 18017

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

BUTKOWSKI, LYNN JOYCE, dec'd.

Late of the Township of Plainfield, Northampton County, PA

Executor: Peter John Butkowski c/o Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064

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

COSTAGLIOLA, ROBERT J.,
dec'd.

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

Executrix: Kathy L. Schriener c/o Gregory R. Reed, Esquire, Attorney-at-Law, 141 South Broad Street, P.O. Box 299, Nazareth, PA 18064-0299

Attorney: Gregory R. Reed, Esquire, Attorney-at-Law, 141 South Broad Street, P.O. Box 299, Nazareth, PA 18064-0299

DLUGOS, CHRISTINA M., dec'd.

Late of the Borough of Nazareth, Northampton County, PA

Executrix: Susan D. Gruschow
c/o Peters, Moritz, Peischl,
Zulick, Landes & Brienza, LLP,
1 South Main Street, Nazareth,
PA 18064

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

FREY, CAROL A., dec'd.

Late of Easton, Northampton
County, PA

Executor: Steven B. Molder,
Esquire, 904 Lehigh St., Easton,
PA 18042

Attorney: Steven B. Molder,
Esquire, 904 Lehigh St., Easton,
PA 18042

FUHR, BELVA E., dec'd.

Late of the City of Easton,
Northampton County, PA

Executor: Patrick H. Reilly c/o
Peters, Moritz, Peischl, Zulick,
Landes & Brienza, LLP, 1 South
Main Street, Nazareth, PA 18064
Attorneys: Peters, Moritz, Peischl,
Zulick, Landes & Brienza, LLP,
1 South Main Street, Nazareth,
PA 18064

GOODMAN, WILLIAM NORTON,
dec'd.

Late of the Township of Plain-
field, Northampton County, PA

Executor: Bruce David Goodman
c/o Daniel E. Cohen, Attorney,
Hof & Reid, LLC, 3101 Emrick
Blvd., Suite 205, Bethlehem, PA
18020

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

HOERL, FELIX W., dec'd.

Late of the City of Bethlehem,
Northampton County, PA

Executrix: Ms. Tara Capria c/o
Robert E. Donatelli, Esquire,

Norris, McLaughlin, P.A., 515
West Hamilton Street, Suite 502,
Allentown, PA 18101

Attorneys: Robert E. Donatelli,
Esquire, Norris, McLaughlin,
P.A., 515 West Hamilton Street,
Suite 502, Allentown, PA 18101

HOLOWKA, RUTH MARY, dec'd.

Late of the Township of
Bethlehem, Northampton
County, PA

Executrix: Ruthann Helen
Lacovara c/o Goudsouzian &
Associates, 2940 William Penn
Highway, Easton, PA 18045-
5227

Attorneys: Goudsouzian & Asso-
ciates, 2940 William Penn
Highway, Easton, PA 18045-
5227

**KOCH, SUSAN T. a/k/a SUSAN
TAYLOR KOCH,** dec'd.

Late of Nazareth, Northampton
County, PA

Personal Representative: Amy E.
Millhouse c/o Peter P. Perry,
Esquire, 1600 Lehigh Parkway
East, 1E, Allentown, PA 18103-
3097

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

MATTHENIUS, JACOB C., JR.,
dec'd.

Late of Bethlehem, Northampton
County, PA

Executor: William J. Fries c/o W.
Ryan Schuster, Esquire, The
Atrium, 2895 Hamilton
Boulevard, Suite 106, Allentown,
PA 18104

Attorney: W. Ryan Schuster,
Esquire, The Atrium, 2895
Hamilton Boulevard, Suite 106,
Allentown, PA 18104

STAPLETON, JEAN L., dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Executor: Michael Gerard Stapleton c/o Daniel E. Cohen, Attorney, Hof & Reid, LLC, 3101 Emrick Blvd., Suite 205, Bethlehem, PA 18020

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

TERSIGNI, SUSAN YVONNE, dec'd.

Late of Lehigh Township, Northampton County, PA

Administratrix: Linda A. Stokes c/o James R. Nanovic, Esquire, Nanovic Law Offices, 57 Broadway, P.O. Box 359, Jim Thorpe, PA 18229

Attorneys: James R. Nanovic, Esquire, Nanovic Law Offices, 57 Broadway, P.O. Box 359, Jim Thorpe, PA 18229

THIRD PUBLICATION**CAPUANO, LUCY M.,** dec'd.

Late of the Borough of Hellertown, Northampton County, PA
Executrix: Marie A. Kresge c/o Kevin F. Danyi, Esquire, Danyi Law, P.C., 133 East Broad Street, Bethlehem, PA 18018

Attorneys: Kevin F. Danyi, Esquire, Danyi Law, P.C., 133 East Broad Street, Bethlehem, PA 18018

CYPHERS, CHARLES EDWARD, dec'd.

Late of the Borough of Hellertown, Northampton County, PA
Executrix: Karen R. Long 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

ENTLER, GEORGE MICHAEL, dec'd.

Late of the Borough of Hellertown, Northampton County, PA
Administratrix: Lucia G. Spada c/o Goudsouzian & Associates, 2940 William Penn Highway, Easton, PA 18045-5227

Attorneys: Goudsouzian & Associates, 2940 William Penn Highway, Easton, PA 18045-5227

EVANS, SALLY M., dec'd.

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

Executor: Mr. William Edward Evans, Jr. c/o Robert A. Nitchkey, Jr., Esquire, Hemstreet, Nitchkey & Freidl, 730 Washington Street, Easton, PA 18042

Attorneys: Robert A. Nitchkey, Jr., Esquire, Hemstreet, Nitchkey & Freidl, 730 Washington Street, Easton, PA 18042

FRENCHKO, JAYNE E. a/k/a JAYNE E. ZILKER a/k/a JAYNE E. BOGUSKY, dec'd.

Late of Palmer Township, Northampton County, PA

Executors: Daniel Paul Zilker, Jr. and David Craig Zilker c/o Theodore R. Lewis, Esquire, Lewis and Walters, 46 S. 4th Street, Easton, PA 18042

Attorneys: Theodore R. Lewis, Esquire, Lewis and Walters, 46 South Fourth Street, Easton, PA 18042

HOWER, PAULINE A., dec'd.

Late of the Township of Washington, Northampton County, PA

Executrix: Paige Allison DePue
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

JONES, ETHEL I., dec'd.

Late of the Borough of Nazareth,
Northampton County, PA
Executor: Richard E. Harney c/o
Peters, Moritz, Peischl, Zulick,
Landes & Brienza, LLP, 1 South
Main Street, Nazareth, PA 18064
Attorneys: Peters, Moritz, Peischl,
Zulick, Landes & Brienza, LLP,
1 South Main Street, Nazareth,
PA 18064

JURASITS, HERMINA R., dec'd.

Late of the Borough of Nazareth,
Northampton County, PA
Co-Executrices: Janet Frace and
Kelly Beers Caprez c/o Stanley
M. Vasiliadis, Esquire, Vasiliadis
Pappas Associates, LLC, 2551
Baglyos Circle, Suite A-14,
Bethlehem, PA 18020
Attorneys: Stanley M. Vasiliadis,
Esquire, Vasiliadis Pappas Asso-
ciates, LLC, 2551 Baglyos Circle,
Suite A-14, Bethlehem, PA
18020

KIVIAT, JACOB L., dec'd.

KIVIAT, IRMA, dec'd.

Late of Northampton County, PA
The Jacob L. Kiviat and Irma
Kiviat Revocable Living Trust
Dated March 23, 2011
Co-Trustees: Robin Feldman,
Belle Levine and Shelley
Blumenthal c/o R. Nicholas
Nanovic, Esquire, Gross
McGinley, LLP, 33 South 7th
Street, P.O. Box 4060, Allentown,
PA 18105-4060

Attorneys: R. Nicholas Nanovic,
Esquire, Gross McGinley, LLP,
33 South 7th Street, P.O. Box
4060, Allentown, PA 18105-
4060

KOSTELNIK, GEORGE J., dec'd.

Late of the City of Bethlehem,
Northampton County, PA
Executor: Kevin John Kostelnik
c/o Mary Ann Snell, Esquire,
4510 Bath Pike, Suite 201,
Bethlehem, PA 18017
Attorney: Mary Ann Snell,
Esquire, 4510 Bath Pike, Suite
201, Bethlehem, PA 18017

PINTANDE, NATALENA M., dec'd.

Late of the City of Easton,
Northampton County, PA
Executor: Gary V. Ramunni c/o
Dionysios C. Pappas, Esquire,
Vasiliadis Pappas Associates
LLC, 2551 Baglyos Circle, Suite
A-14, Bethlehem, PA 18020
Attorneys: Dionysios C. Pappas,
Esquire, Vasiliadis Pappas Asso-
ciates LLC, 2551 Baglyos Circle,
Suite A-14, Bethlehem, PA
18020

REHRIG, JOAN E., dec'd.

Late of Walnutport Borough,
Northampton County, PA
Executor: Matthew J. Rehrig c/o
David B. Shulman, Esquire,
Shulman Law Office PC, 419
Delaware Avenue, P.O. Box 175,
Palmerton, PA 18071
Attorneys: David B. Shulman,
Esquire, Shulman Law Office PC,
419 Delaware Avenue, P.O. Box
175, Palmerton, PA 18071

ROTH, GLORIA V., dec'd.

Late of Northampton, Northamp-
ton County, PA
Executor: Glenn M. Roth 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

ROTH, PATRICIA A., dec'd.

Late of the Borough of North Catasauqua, Northampton County, PA

Executrix: Barbara Schwenk Mahoney c/o Gregory R. Reed, Esquire, Attorney-at-Law, 141 South Broad Street, P.O. Box 299, Nazareth, PA 18064-0299
Attorney: Gregory R. Reed, Esquire, Attorney-at-Law, 141 South Broad Street, P.O. Box 299, Nazareth, PA 18064-0299

SOBLER, CARLA JO, dec'd.

Late of the Township of Palmer, Northampton County, PA

Executor: Benjamin Colin Sobler c/o Goudsouzian & Associates, 2940 William Penn Highway, Easton, PA 18045-5227

Attorneys: Goudsouzian & Associates, 2940 William Penn Highway, Easton, PA 18045-5227

STOUT, ELLEN, dec'd.

Late of Northampton, Northampton County, PA

Stout Family Trust Dated April 19, 2005

Successor Trustee: Mark J. Stout c/o R. Nicholas Nanovic, Esquire, Gross McGinley, LLP, 33 South 7th Street, P.O. Box 4060, Allentown, PA 18105-4060

Attorneys: R. Nicholas Nanovic, Esquire, Gross McGinley, LLP, 33 South 7th Street, P.O. Box

4060, Allentown, PA 18105-4060

WELTY, ROBERT T., SR., dec'd.

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

Co-Executors: Robert T. Welty, Jr., Deborah Elaine Miller and Jeffrey A. Welty c/o Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064

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

NOTICE OF INCORPORATION

ART OF FLIGHT GOLF, INC.

has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988.

Mar. 5

NOTICE FOR CHANGE OF NAME

NOTICE IS HEREBY GIVEN that on February 10, 2020, the petition of Bonni Liner Buckingham was filed in Northampton County Court of Common Pleas at No. C-48-CV-2020-01292, seeking to change the name of Petitioner from Bonni Liner Buckingham to Bonni Dawn Liner. The court has fixed Tuesday, April 14, 2020 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 any they have, why the prayer of the Petitioner should not be granted.

Mar. 5

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

LEGAL NOTICE

WILMINGTON TRUST, N.A.,
 successor trustee to Citibank, N.A.,
 as Trustee f/b/o holders of
 Structured Asset Mortgage
 Investments II Inc., Bear Stearns
 ALT-A Trust 2006-8, Mortgage
 Pass-Through Certificates,
 Series 2006-8

Plaintiff

v.

DIANE JOHNSON, 3008 Fox Hill
 Road, Easton, PA 18045 and
 ANTHONY HAYWARD, 3008 Fox
 Hill Road, Easton, PA 18045

Defendants

NO. C-48CV2019-2119

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 within twenty days of this Notice. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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

Northampton County
 Bar Association
 P.O. Box 4733
 Easton, PA 18043-4733
 Telephone: (610) 258-6333

Mar. 5

**IN THE COURT OF COMMON
 PLEAS OF NORTHAMPTON
 COUNTY, COMMONWEALTH
 OF PENNSYLVANIA
 CIVIL DIVISION**

LESLIE J. ROBINSON

Plaintiff

v.

WILLIAM EDWARD ROBINSON

Defendant

NO.: C-48-CV-2019-4371

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 rights important to you.

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 (610) 258-6333

Mar. 5

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

ACTION OF
MORTGAGE FORECLOSURE
PNC MORTGAGE, A
DIVISION OF PNC BANK,
NATIONAL ASSOCIATION

Plaintiff

vs.

The Unknown Heirs of JEREMY
PAUL LOVAS, Deceased, PAUL J.
LOVAS, Solely in His Capacity as
Heir of JEREMY PAUL LOVAS,
Deceased & CYNTHIA J. LOVAS
a/k/a CYNTHIA J. ANEN, Solely in
Her Capacity as Heir of JEREMY
PAUL LOVAS, Deceased,
Mortgagor and Real Owner

Defendants

TERM NO. C-48-CV-2019-09185

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE

To: The Unknown Heirs of JEREMY
PAUL LOVAS, Deceased, MORT-
GAGOR AND REAL OWNER,
DEFENDANTS whose last known
address is 588 Fehr Road,
Northampton, PA 18064

THIS FIRM IS A DEBT
COLLECTOR AND WE ARE
ATTEMPTING TO COLLECT A DEBT
OWED TO OUR CLIENT. ANY INFOR-
MATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE
OF COLLECTING THE DEBT.

You are hereby notified that
Plaintiff PNC MORTGAGE, A
DIVISION OF PNC BANK, NATIONAL
ASSOCIATION, has filed a Mortgage
Foreclosure Complaint endorsed with
a notice to defend against you in the
Court of Common Pleas of Northamp-
ton County, Pennsylvania, docketed
to No. C-48-CV-2019-09185 wherein
Plaintiff seeks to foreclose on the
mortgage secured on your property
located, 588 Fehr Road, Nazareth, PA

18064 whereupon your property will
be sold by the Sheriff of Northampton.

NOTICE

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

YOU SHOULD TAKE THIS PAPER
TO YOUR LAWYER AT ONCE. IF YOU
DO NOT HAVE A LAWYER OR
CANNOT AFFORD ONE, GO TO OR
TELEPHONE THE OFFICE SET
FORTH BELOW. THIS OFFICE CAN
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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
(610) 258-6333

MICHAEL T. McKEEVER, ESQUIRE
KML LAW GROUP, P.C.

Attorneys for Plaintiff

BNY Independence Center
701 Market Street
Suite 5000
Philadelphia, PA 19106-1532
(215) 627-1322

Mar. 5

ASSOCIATE ATTORNEY

Established medical malpractice defense law firm seeking Attorney with three to five years' experience for Bethlehem office. Experience in litigation a plus. Salary commensurate with experience. Full benefits package offered.

Send resume in confidence to: The Perry Law Firm, LLC, 401 W. Broad Street, Bethlehem, PA 18018, fax (610) 694-1120 or e-mail to JRH@theperrylawfirm.com.

Feb. 27; Mar. 5

FULL-TIME ATTORNEY

Grim, Biehn & Thatcher—A 22-attorney law firm in Bucks County is looking for a full-time attorney to join a growing team of municipal attorneys. The firm represents many Municipalities, Townships, Boroughs and Authorities in several counties. Municipal, Litigation, Land Use and/or Labor Law experience of 2-5 years is required. The firm will consider candidates with experience of more than 5 years if qualified. Strong writing skills and monthly appearances at evening public meetings are required. The ideal candidate will be self-motivated, have excellent research, writing, analytical and communication skills. We offer a competitive salary commensurate with experience and a full benefit package.

Please forward a cover letter and resume (including salary requirements) to Heather Petronio, Grim, Biehn & Thatcher, P.O. Box 215, Perkasie, PA 18944 or hpetronio@grimlaw.com.

Feb. 27; Mar. 5, 12, 19

**IN THE COURT OF COMMON PLEAS OF
NORTHAMPTON COUNTY
COMMONWEALTH OF PENNSYLVANIA
CIVIL DIVISION—LAW**

**IN RE: ADMINISTRATIVE | No.: C-48-CV-2020-1644
ORDER 2020-4**

ADMINISTRATIVE ORDER

AND NOW, this 21st day of February, 2020, it is hereby **ORDERED** that:

1. Northampton County Rule of Civil Procedure N1017 is hereby repealed;
2. Northampton County Rule of Civil Procedure N212A is hereby amended, and the amended rule is attached hereto; and
3. Northampton County Rule of Civil Procedure N1028(c) is hereby amended; and the amended rule is attached hereto.

BY THE COURT:

**/s/Michael J. Koury, Jr.
MICHAEL J. KOURY, JR.
PRESIDENT JUDGE**

RULE N1017. (Repealed)**RULE N1028(c). Procedure for Disposition of Preliminary Objections.**

Preliminary objections shall be resolved on an argument list and shall be filed and briefed in conformity with Rule N211.

(1) When the preliminary objections can be resolved from facts of record and no evidentiary hearing is required, within twenty (20) days of the filing of preliminary objections, the objecting party shall file a praecipe and accompanying brief in support of the objections with the Clerk of Courts—Civil in conformity with Rule N211.

(a) If a brief is not filed in accordance with this rule, the preliminary objections shall be dismissed by the court, as of course, unless the time for filing has been extended by the court. The Clerk of Courts—Civil shall docket the order dismissing the preliminary objections and shall give notice thereof by ordinary mail to the objecting party or that party's counsel. If the objecting party is required under the Rules of Civil Procedure to file a responsive pleading, it shall be filed within twenty (20) days of the mailing of notice by the Clerk of Courts—Civil of the dismissal of the preliminary objections.

(2) When the preliminary objections are endorsed with a notice to plead because the objections involve issues that cannot be determined from facts of record, the preliminary objections shall be filed and appropriate time shall be allowed for the responding party to file a response before the objecting party shall praecipe the objections for an evidentiary hearing in compliance with Rule N209. Within twenty (20) days of the completion of the evidentiary record, or if the objecting party deems that a hearing is not necessary because of admissions in the response within twenty (20) days of the date of the filing of the response, the objecting

party shall file a praecipe and accompanying brief in support of the objections with the Clerk of Courts—Civil in conformity with Rule N211.

(a) If a praecipe for an evidentiary hearing or for argument is not filed within twenty (20) days of the responding party filing a response to the preliminary objections, the responding party may move to have the preliminary objections dismissed.

(b) If an evidentiary hearing is held pursuant to Rule N209, the objecting party shall file a praecipe and accompanying brief in support of the objections with the Clerk of Courts—Civil in conformity with Rule N211 within twenty (20) days of the completion of the evidentiary record. If such praecipe and accompanying brief are not timely filed, the responding party may move to have the preliminary objections dismissed.

RULE N212A. Case Management/Trial Lists.

(a) Upon the filing of an answer to a complaint in a civil action, the court will issue a case management order setting deadlines for completing discovery, serving expert reports, and filing pre-trial motions. The case management order shall also set the date for a pre-trial conference.

The parties may agree to alter the deadlines and dates set by the case management order by delivering a stipulation and proposed order to Court Administration for transmittal to a judge for approval by the court.

If the parties determine that the complexity of the case requires a specialized case management order and cannot agree to a stipulated order, any party may request a status conference by contacting Court Administration.

(b) The Court Administrator shall prepare jury and non-jury trial lists in accordance with case management orders and forward such lists to each attorney of record and each unrepresented party at least thirty (30) days prior to the preliminary call of the list. The day-by-day list shall be

prepared in the order in which the actions were commenced or as directed by the court. *See* PaR.C.P. 214.

(c) A preliminary call of each jury and non-jury trial list shall be held prior to the trial week. At the call of the list, the court will consider all applications for continuances, and no continuance will thereafter be granted except for cause arising between the time of the preliminary call and the beginning of the assigned trial week.

(d) Any party may file a praecipe for either a pre-trial conference list or a trial list, giving notice thereof to all opposing parties.

(e) At the pre-trial conference, the case shall proceed in accordance with Northampton County Rule N212B, and the court shall assign the case to the jury or non-jury trial list.

(f) Any case once certified for trial by a pre-trial judge shall, unless otherwise directed by the court, be relisted automatically on subsequent trial lists until the case is finally disposed of by trial or otherwise.

Mar. 5

**OVERHEAD HOIST & CRANE d/b/a MOYE HANDLING
SYSTEMS, INC., Plaintiff v. STEEL MANAGEMENT
SYSTEMS, LLC, Defendant**

Contract—Breach—Cure—Defect—Third Party—CASPA.

Following a non-jury trial, judgment was entered in favor of Plaintiff for the unpaid balance of the parties' contract, but the award was reduced by the Defendant's cost to hire a third party to complete the work contemplated by the contract. After Plaintiff tendered its performance, Defendant advised Plaintiff that its work was defective, and Plaintiff was unable to reasonably cure the defects, resulting in Defendant hiring a third party to complete the work. The Court did not award a penalty or attorney fees under the Contractor and Subcontractor Payment Act (CASPA), as it determined that Defendant had not "wrongfully" withheld payment and Plaintiff was not the "substantially prevailing party" within the meaning of the Act.

In the Court of Common Pleas of Northampton County, Pennsylvania,
Civil Division—No. C-48-CV-2016-07000.

JENNIFER R. BUDD, ESQUIRE, for Plaintiff.

BENJAMIN LEWIS, ESQUIRE, for Defendant.

Order of the Court entered on September 24, 2019 by ROSCIOLI, J.

OPINION

This matter has come before the Court for disposition of Plaintiff's claims for breach of contract, payment of a book account, unjust enrichment, quantum meruit, and a violation of the Contractor and Subcontractor Payment Act, 73 P.S. §501 *et seq.*, as well as Defendant's counterclaims for breach of contract and breach of an implied warranty of fitness for a particular purpose. The parties appeared before the Court on September 9, 2019 for a non-jury trial. Following the trial, counsel for both parties requested an opportunity to submit memoranda. Those memoranda have been received and reviewed and the matter is now ready for disposition. After careful consideration of the evidence offered at trial and the applicable law, we hereby make the following:

Findings of Fact

1. Plaintiff is Overhead Hoist & Crane, Inc. d/b/a Moye Handling Systems, Inc.
2. Defendant is Steel Management Systems, LLC.
3. Plaintiff is in the business of installing Demag crane systems.
4. Defendant is in the business of steel coating, and utilizes Demag cranes in its operations for hoisting large steel items.
5. On or about February 26, 2016, the parties entered into an agreement pursuant to which Plaintiff would rebuild an existing crane beam,

install the crane beam, provide and install a new Demag crane and pendant system with remote control, and synchronize the new crane with an existing Demag crane at Defendant's business premises, for a total cost of \$52,271.88.

6. That agreement was memorialized in a written quote accompanied by Plaintiff's standard terms of service, which were furnished to and accepted by Defendant.

7. Defendant relied upon Plaintiff's expertise as an installer of these types of cranes in its selection of materials and means used for completion of the project.

8. While the parties had some discussions prior to the formation of the contract at issue regarding replacement of a power bar, they did not contract for that work as part of the instant project.

9. Plaintiff understood that the new crane was required to run in tandem with an adjacent existing crane in order for Defendant to use the two together to move particularly large objects, and was contracted to ensure same.

10. Pursuant to the agreement, Defendant was to pay 1/3 of the total cost as a down payment, 1/3 of the total cost upon completion of the project, and the remaining 1/3 within 30 days after completion of the project.

11. Defendant reasonably understood "completion" to mean that the crane would be installed and operating properly, in tandem with its neighbor.

12. Defendant paid the initial 1/3 down payment, in the amount of \$17,423.96.

13. Plaintiff began work on the project, including refurbishment of the beam, and obtained the crane.

14. Plaintiff installed the refurbished beam, and Defendant approved an additional charge of \$1,330.40 for overtime for the installation of the beam.

15. Plaintiff installed the crane, and a load test was performed by Plaintiff's employee on Friday, May 20, 2016.

16. A work order was completed by Plaintiff on Friday, May 20, 2016 indicating that the installation was complete. That work order was approved and signed by a security guard of behalf of Defendant, who was not authorized by Defendant to do so.

17. After Plaintiff reported to Defendant that the crane had been installed on Friday, May 20, 2016, Defendant repeatedly advised Plaintiff that the crane was not operating properly.

18. More specifically, while the crane initially appeared to Defendant to be operational, Defendant advised Plaintiff via e-mails and phone calls between Monday, May 23, 2016 and Thursday, June 2, 2016 that when Defendant attempted to use the crane for its usual business purposes, the trolley was hitting and not passing the power box above the beam, there

were grinding sounds, and the crane was not working in tandem with its neighbor.

19. Defendant provided Plaintiff with an opportunity to cure the defects in the operation of the crane, which were occasioned by defective installation.

20. Plaintiff made multiple visits to Defendant to attempt to address the defects in the installation, beginning on May 27, 2016, but was unable to do so.

21. Plaintiff offered to hire a third party to remedy the problems, but intended to do so in a manner that was unsafe.

22. More specifically, Plaintiff wished to hire another entity to make repairs to the beam and crane while they were suspended from the ceiling, rather than lowering them to the ground. No entities would take the job under that condition, due to safety concerns, but one individual offered to do so on his own time without the involvement of his employer, and Plaintiff intended to hire him to do so.

23. Plaintiff was unable to resolve the defects in the operation of the crane to Defendant's satisfaction.

24. On or about June 2, 2016, Defendant advised Plaintiff that it would retain a third party of its own selection to resolve the problems with the operation of the crane, and that it would not be making any further payments to Plaintiff.

25. The testimony of Plaintiff's President, Russ Chelak, was not credible with respect to the question of whether he was aware, prior to June 2, 2016, of defects in the installation and operation of the crane.

26. On or about June 8, 2016, D&S Hoist and Crane (D&S) examined the crane installed by Plaintiff and discovered multiple problems with the installation, including misalignment and improper welding on the beam, and provided Defendant with a quote for remedying these problems.

27. The testimony of D&S representative Joe Mley was credible with respect to his inspection of the work performed by Plaintiff, the defects therewith, the dangers associated with Plaintiff's offer to remedy the defects, and the work required by D&S to remedy those defects.

28. D&S completed the work required to remedy the defects in Plaintiff's installation of the crane, on or about July 27, 2016. This work included removal of the crane and beam, cutting the beam and fabricating new end connections, reinstallation of the beam and crane, and a load test.

29. Defendant largely retained the benefit of work done by Plaintiff, including work done to refurbish the beam, and the Demag crane itself.

30. D&S also replaced power bar connected to the crane at issue, but that was beyond the scope of work contemplated between Plaintiff and Defendant.

31. Defendant paid D&S \$20,100.00 to remedy the problems with the installation performed by Plaintiff, in order for the crane to be installed and operating properly.

32. The balance of the contract price between Plaintiff and Defendant remains unpaid, in the amount of \$36,178.32.

33. During the time that D&S worked to revise the defects in Plaintiff's installation of the crane, Defendant lost valuable work time.

34. At trial, Defendant offered into evidence documents that purported to establish the value of the work lost during the time that D&S performed its work. However, those documents offered a wholly speculative assessment of the value of the work lost during that time, and were not admitted.

35. Plaintiff offered no evidence in support of its claim for attorney fees.

Conclusions of Law

1. It is axiomatic that where one contracts to do all of the work in a construction project, "he is bound to do it in a workmanlike manner, so that it will answer the purpose for which it is intended." *Wade v. Haycock*, 25 Pa. 382, 383 (1855). "[I]f the work is all done, but part of it defective in the execution, which defect can be cured by the substitution of other machinery or better work, there may be a recovery of the contract price[.]" *Id.* "The measure of damages would be the expense of the new work, and the profits of the [enterprise] for such time as it was necessarily stopped from running whilst the alterations were being made." *Id.*

2. The parties entered into a valid, enforceable contract for work to be performed at Defendant's place of business by Plaintiff.

3. Plaintiff tendered its performance on May 20, 2016.

4. Plaintiff partially performed its obligation under the parties' contract but also breached that contract by failing to perform in a workmanlike manner such that the crane was fully operational.

5. The proper functioning of the crane after installation was a material part of the contract, as that was the purpose for the installation of the crane.

6. Where there is a defect in the performance of a contract, it is appropriate that the party whose performance is defective be given a reasonable opportunity to cure the defect. *See* Restatement (Second) of Contracts §241 (1981). *See also, Church v. Tentarelli*, 953 A.2d 804 (Pa. Super. 2008).

7. Plaintiff's offer to cure its breach by fixing the crane in a manner that was unsafe was not reasonable and was not with standards of good faith and fair dealing, and Defendant was not required to accept same.

8. Defendant was entitled to hire D&S to complete the work on the contract.

9. Defendant committed a partial breach of the parties' agreement by failing to pay Plaintiff the difference between the contract price and its cost to pay D&S to cure the defects in Plaintiff's work.

10. Defendant's failure to pay Plaintiff the full price of the contract was privileged, because of Plaintiff's breach.

11. The crane installation was complete when D&S completed its remediation work on July 27, 2016.

12. Defendant was entitled to withhold \$20,100.00 from Plaintiff, which represents the amount paid to D&S for the remediation work.

13. The unpaid balance of the contract price, less the cost of the remediation work done by D&S, is \$16,078.32. This amount should have been paid to Plaintiff within 30 days of the completion of the project by D&S.

14. Plaintiff is entitled to payment on the contract in the amount of \$16,078.32, with interest from August 27, 2016.

15. Defendant had a good faith belief that it was entitled to retain the full balance of the contract price as a result of Plaintiff's failure to fully perform under the contract, due to its payment to D&S and its lost work.

16. Defendant failed to present sufficient evidence to support its counterclaim for damages associated with lost work time.

17. Whereas we have concluded that a valid contract existed and Plaintiff is entitled to recover thereupon, Plaintiff may not also recover on its claims for payment on a book account, unjust enrichment, or *quantum meruit*, as recovery on those claims would be inconsistent with recovery on the basis of a breach of contract. *See Lugo v. Farmers Pride, Inc.*, 967 A.2d 963, 970 (Pa. Super. 2009).

18. The contract at issue in this case is a "construction contract" within the meaning of the Contractor and Subcontractor Payment Act (CASPA). 73 P.S. §501 *et seq.*

19. Plaintiff's performance under the contract contained numerous "deficiency items," as defined by CASPA, entitling Defendant to withhold some payment. 73 P.S. §506.

20. Defendant did not "wrongfully" withhold payment from Plaintiff, within the meaning of CASPA, as the remaining balance of \$16,078.32 due and owing to Plaintiff bore a reasonable relation to the value of Defendant's good faith claim for lost work. 73 P.S. §512(a).

21. While Plaintiff is entitled to recoup \$16,078.32, we do not conclude that Plaintiff is the "substantially prevailing party" in this matter, within the meaning of 73 P.S. §512(b), as Defendant's payments were withheld in good faith. We note that "the issue of whether any party to a lawsuit substantially prevailed is left to the trial court's discretion." *Zavatchen v. RHF Holdings, Inc.*, 907 A.2d 607, 610 (Pa. Super. 2006).

22. In the absence of any evidence regarding same, Plaintiff would nevertheless be entitled to no award of attorney fees, under CASPA. 73 P.S. §512(b). Plaintiff is not entitled to an additional, subsequent proceeding for the presentation of evidence on this issue where it failed to present evidence in support of all of its claims at trial.

23. “A warranty of fitness for a particular purpose is based upon a special reliance by the buyer on the seller to provide goods that will perform a specific use envisaged and communicated by the buyer.” *Gall by Gall v. Allegheny County Health Department*, 521 Pa. 68, 76, 555 A.2d 786, 790 (1989).

24. The Official Comment to Section 2315 of the Pennsylvania Commercial Code explains that “[a] ‘particular purpose’ differs from the ‘ordinary purpose’ for which the goods are used in that it envisages a specific use by the buyer which is peculiar to the nature of his business whereas the ordinary purposes for which goods are used are those envisaged in the concept of merchantability and go to uses which are customarily made of the goods in question.” *Id.*

25. Defendant failed to establish that there was an implied warranty of fitness for a particular purpose in the parties’ contract, where the evidence presented shows only that Plaintiff was contracted to install a Demag crane, which Defendant intended to use in the ordinary manner in which such cranes are used and, moreover, Defendant failed to prove that there was any defect in the crane itself, but only in the installation thereof.

WHEREFORE, we enter the following:

ORDER

AND NOW, this 23rd day of September 2019, following a non-jury trial on the Plaintiff’s claims and Defendant’s counterclaims, it is hereby ORDERED that JUDGEMENT IS ENTERED in favor of Plaintiff in the amount of \$16,078.32, with interest calculated from August 27, 2016.



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

Substance Use Only Recovery Meetings

Allegheny County
Berks County
Lackawanna County

Substance Use and Mental Health Recovery Meetings:

Delaware County
Erie County
Cumberland County
Montgomery County
Northampton County
Philadelphia County
Centre County
Washington County

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

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
Notification of Change Form

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.

Previous information:

NAME _____

ADDRESS _____

TELEPHONE _____ FAX _____

E-MAIL _____

New information:

NAME _____

ADDRESS _____

TELEPHONE _____ FAX _____

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PERIODICAL PUBLICATION

* Dated Material. Do Not Delay. Please Deliver Before Monday, March 9, 2020