

Northampton County Reporter

(USPS 395-280)

VOL. LXII

EASTON, PA April 20, 2023

NO. 68

Commonwealth of Pennsylvania v. Vaughn Darius John Felix, Defendant

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INSERTS: Pink: 1. Save the Date – Annual Summer Outing
2. 2023 Calendar
3. We Need Your Help!
4. PA Legal Ads
Cream: 1. “Immigration Law’s Intersection with Nearly Every Other Practice Area: What You Need to Know”
2. “Understanding the ‘Lay of the Land’—The Developer’s Perspective in the Local Land Use Approvals Process”
3. Quarterly Association Meeting
4. Legally Bound—NCBA Book Club

NOTICE TO THE BAR...

Quarterly Association Meeting

Thursday, May 18, 2023

Louise Moore Park, 5:00 p.m.

Registration inside.

**NORTHAMPTON COUNTY BAR ASSOCIATION
2023 BAR ASSOCIATION OFFICERS**

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Jeremy F. Clark President-Elect
Rebecca Kulik Vice President
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Northampton County Reporter

Attorney Referral & Information Service

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Easton, PA 18042**

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..... Legal Journal
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Jessica M. Bosco Attorney 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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Ralph J. Bellafatto, Esquire

Editor

NOTICE TO NCBA MEMBERS – BAR NEWS

May Quarterly Association Meeting

May 18, 2023 Registration form inside.

Save the Date

June 29, 2023 Annual Summer Outing – Louise Moore Park

PA Supreme Court Board and Committee Vacancies

There are currently vacancies on the Pennsylvania Supreme Court Boards and Committees.

Minor Judiciary Education Board

Appellate Court Procedural Rules Committee

These openings are posted on the UJS website:

<https://www.pacourts.us/courts/supreme-court/committees>

Applications are due by April 30th.

Administrative Professionals Day—April 26, 2023

No one is more cherished in this world than someone who lightens the burden of another. Thank you. ~Joseph Addison

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**GIGLIOTTI, HELEN M.,** dec'd.

Late of the Township of Plainfield, Northampton County, PA
Executrix: Jeanette B. Saltern
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

HEINSOHN, CAROL B., dec'd.

Late of the Township of Upper Mount Bethel, Northampton County, PA
Executor: Dale E. Heinsohn, 182 Five Points Richmond Road, Bangor, PA 18013
Attorney: John L. Dewitsky, Jr., Esquire, 17 N. 6th St., Stroudsburg, PA 18360

HIGGINS, SHARON A., dec'd.

Late of the Township of Plainfield, Northampton County, PA
Executrix: Sandra Lee Hunara
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

HILL, MARY JOANNE a/k/a MARY JO HILL a/k/a MARY JOANN HILL, dec'd.

Late of Bethlehem, Northampton County, PA

Executor: Richard T. Miller, II
c/o John R.K. Solt, Esquire, John R.K. Solt, P.C., 2045 Westgate Drive, Suite 404B, Bethlehem, PA 18017

Attorneys: John R.K. Solt, Esquire, John R.K. Solt, P.C., 2045 Westgate Drive, Suite 404B, Bethlehem, PA 18017

JUDD, BARBARA E., dec'd.

Late of Bethlehem, Northampton County, PA

Executor: Robin L. Secara c/o Larry R. Roth, Esquire, The Roth Law Firm, 123 N. 5th St., Allentown, PA 18102

Attorneys: Larry R. Roth, Esquire, The Roth Law Firm, 123 N. 5th St., Allentown, PA 18102

KAISER, JANET L., dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executors: Jeffrey John Kaiser, 1250 North Boulevard, Bethlehem, PA 18017 and Jennifer L. Yeakel, 3289 Glase Road, Danielsville, PA 18038

Attorney: Victor E. Scomillio, Esquire, 1216 Linden Street, P.O. Box 1409, Bethlehem, PA 18016

KNAPPENBERGER, SHIRLEY M.A., dec'd.

Late of Northampton Borough, Northampton County, PA

Executor: Glenn W. Knappenberger c/o David B. Shulman, Esquire, Shulman Law Office PC, 419 Delaware

Avenue, P.O. Box 157, Palmerton, PA 18071

Attorneys: David B. Shulman, Esquire, Shulman Law Office PC, 419 Delaware Avenue, P.O. Box 157, Palmerton, PA 18071

LEACHTENAUER, ANN G., dec'd.

Late of Easton, Northampton County, PA

Executor: Andrew M. Daniloff c/o Seth T. Mosebey, Esquire, Martson Law Offices, 10 East High Street, Carlisle, PA 17013
Attorneys: Seth T. Mosebey, Esquire, Martson Law Offices, 10 East High Street, Carlisle, PA 17013

MACZURA, LOUISE E., dec'd.

Late of 650 Northampton Street, Hellertown, Northampton County, PA

Executrix: Angeline J. Andrasek c/o James W. Hill, Esquire, Hill Law Offices, P.C., 3141 Main Street, P.O. Box 197, Springtown, PA 18081-0197

Attorneys: James W. Hill, Esquire, Hill Law Offices, P.C., 3141 Main Street, P.O. Box 197, Springtown, PA 18081-0197

MARTINEZ, JOANNE, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executrix: Megan L. Martinez c/o Joseph F. Leeson, III, Esquire, 70 East Broad Street, P.O. Box 1426, Bethlehem, PA 18016-1426

Attorney: Joseph F. Leeson, III, Esquire, 70 East Broad Street, P.O. Box 1426, Bethlehem, PA 18016-1426

MEYER, BERENICE V., dec'd.

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

Executrix: Mary Margaret Krause 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

NONNEMACHER, FRANCES F., dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Executrix: Karen Ann Andreadis c/o Vivian I. Zumas, Esquire, 742 Main Street, Bethlehem, PA 18018

Attorney: Vivian I. Zumas, Esquire, 742 Main Street, Bethlehem, PA 18018

RINEK, DOROTHY LEONARD, dec'd.

Late of the City of Easton, Northampton County, PA

Trustee: Louise Ann Natishyn c/o Timothy J. Duckworth, Esquire, Mosebach, Funt, Dayton & Duckworth, P.C., 2045 Westgate Drive, Suite 404, Bethlehem, PA 18017

Attorneys: Timothy J. Duckworth, Esquire, Mosebach, Funt, Dayton & Duckworth, P.C., 2045 Westgate Drive, Suite 404, Bethlehem, PA 18017

RUGGIERO, GINA A., dec'd.

Late of Roseto Borough, Northampton County, PA

The Lawrence A. Ruggiero and Gina A. Ruggiero Revocable Living Trust Agreement dated June 4, 2001

Trustees: Mary Louise Salzarulo and Laurie Ruggiero c/o Karen L. Wolfe, Esquire, Commons &

Commons, LLP, 6377 Germantown Ave., Philadelphia, PA 19144

Attorneys: Karen L. Wolfe, Esquire, Commons & Commons, LLP, 6377 Germantown Ave., Philadelphia, PA 19144

STAPLES, KAREN L., dec'd.

Late of Upper Mount Bethel Township, Northampton County, PA

Executor: Zackary Sean Staples c/o Thomas L. Walters, Esquire, Lewis and Walters, 46 S. 4th Street, Easton, PA 18042

Attorneys: Thomas L. Walters, Esquire, Lewis and Walters, 46 South Fourth Street, Easton, PA 18042

TONETTI, MICHAEL F., dec'd.

Late of Northampton, Northampton County, PA

Executrix: Lori Fields Tonetti, 1626 Best Place, Bethlehem, PA 18017

TUTKO, ELAINE A., dec'd.

Late of Bethlehem Township, Northampton County, PA

Executrix: Catherine A. Baran c/o Joseph P. Yannuzzi, Esquire, 211 W. Broad Street, Bethlehem, PA 18018-5517

Attorney: Joseph P. Yannuzzi, Esquire, 211 W. Broad Street, Bethlehem, PA 18018-5517

SECOND PUBLICATION

BELYEA, BRYAN K., dec'd.

Late of Williams Township, Northampton County, PA

Executrix: Sara Papa Belyea 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

BOND, ALMA H., dec'd.

Late of Bethlehem, Northampton County, PA

Executrix: Janet Brill c/o Jeffrey S. Fleischaker, Esquire, Engel, Wiener, Bergstein & Fleischaker, 1011 Brookside Road, Suite 230, Allentown, PA 18106

Attorneys: Jeffrey S. Fleischaker, Esquire, Engel, Wiener, Bergstein & Fleischaker, 1011 Brookside Road, Suite 230, Allentown, PA 18106

CELIA, MARIE A., dec'd.

Late of the Township of Williams, Northampton County, PA

Executrix: Elaine M. Cardea 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

EGAN, ANNE LOUISE, dec'd.

Late of the Borough of Nazareth, Northampton County, PA

Executor: Mark Egan 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

FLOREY, CHARMAINE J., dec'd.

Late of the Township of Plainfield, Northampton County, PA

Executor: Bruce D. Fehnel 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

HUBER, LORETTA L., dec'd.

Late of Easton, Northampton County, PA

Walter M. Huber and Loretta L. Huber Trust dtd. 8/19/03

Co-Trustees: Thomas Huber and William Huber c/o Christopher Wolf, Esquire, 166 Allendale Road, King of Prussia, PA 19406
Attorney: Christopher Wolf, Esquire, 166 Allendale Road, King of Prussia, PA 19406

PENNINGTON, ROSALYN C., dec'd.

Late of the Township of Plainfield, Northampton County, PA

Executrix: Carol P. McDonough
Attorneys: Alan B. McFall, Esquire, McFall Law, LLC, 31 West First Street, Suite J, Wind Gap, PA 18091

RILEY, JAMES F., JR., dec'd.

Late of Forks Township, Northampton County, PA

Executrix: Dianna J. Mamrak c/o Patricia Leisner Clements, Esquire, 516 Falcon Road, Audubon, PA 19403

Attorney: Patricia Leisner Clements, Esquire, 516 Falcon Road, Audubon, PA 19403

SPIRK, BERNARD R., SR., dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Executor: Bernard R. Spirk, Jr. c/o Ellen M. Kraft, Esquire, 4510 Bath Pike, Suite 201, Bethlehem, PA 18017-9265

Attorney: Ellen M. Kraft, Esquire, 4510 Bath Pike, Suite 201, Bethlehem, PA 18017-9265

SUTLIFF, RONALD MILLER, dec'd.

Late of the Borough of Northampton, Northampton County, PA

Executors: Roy Lee Sutliff, 22310 Mount Ephraim Road, Dickerson, MD 20842 and Thomas Fontoura-Sutliff, 3247 Parkview Drive, Whitehall, PA 18052

Attorneys: Daniel G. Spengler, Esquire, Spengler Brown Law Offices, 110 East Main Street, Bath, PA 18014

WOOD, BONNIE-JEANNE, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Administrator: John Arthur Wood

Attorneys: Lisa M. Spitale, Esquire, Spitale, Vargo, Madsen & Blair, 680 Wolf Avenue, Easton, PA 18042

WUKOVITZ, FRANK, dec'd.

Late of the Township of East Allen, Northampton County, PA
Executrix: Cynthia Ann Doyne c/o Robert V. Littner, Esquire, Littner & Littner Law Offices, PLLC, 512 North New Street, Bethlehem, PA 18018

Attorneys: Robert V. Littner, Esquire, Littner & Littner Law Offices, PLLC, 512 North New Street, Bethlehem, PA 18018

THIRD PUBLICATION**BENZAK, DAVID J.,** dec'd.

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

Administrator: Joseph William Benzak, Jr. c/o Robert V. Littner, Esquire, Littner & Littner Law Offices, PLLC, 512 North New Street, Bethlehem, PA 18018

Attorneys: Robert V. Littner, Esquire, Littner & Littner Law Offices, PLLC, 512 North New Street, Bethlehem, PA 18018

DePAOLO, MARIE ROSE, dec'd.

Late of the Borough of Bangor,
Northampton County, PA

Executor: Michael Samuel
DePaolo 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

DREISBACH, CHARLES S., dec'd.

Late of Northampton, North-
ampton County, PA

Executor: Charles L. Dreisbach
c/o Stephen A. Strack, Esquire,
Steckel and Stopp LLC, 125 S.
Walnut Street, Suite 210,
Slatington, PA 18080

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

DUERR, VICTORIA D., dec'd.

Late of Bethlehem Township,
Northampton County, PA

Executor: Douglas David Sunday
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

EDWARDS, EARL E., III, dec'd.

Late of the Borough of Bangor,
Northampton County, PA

Executrix: Jennifer K. Housden
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

KALLIPOZES, EVANGELINE,
dec'd.

Late of Bethlehem, Northampton
County, PA

Executrix: P. Ellen Tatalias
a/k/a Ellen S. Tatalias c/o
Timothy J. Duckworth, Esquire,
Mosebach, Funt, Dayton &
Duckworth, P.C., 2045 Westgate
Drive, Suite 404, Bethlehem, PA
18017

Attorneys: Timothy J.
Duckworth, Esquire, Mosebach,
Funt, Dayton & Duckworth,
P.C., 2045 Westgate Drive, Suite
404, Bethlehem, PA 18017

LAWRENCE, PATRICK JAMES,
dec'd.

Late of Bethlehem, Northampton
County, PA

Executor: Mr. James Robert
Lawrence

Attorneys: John D. Lychak,
Esquire, Law Offices of John D.
Lychak, P.C., 60 W. Broad Street,
Suite 98, Bethlehem, PA 18018

LOQUASTO, JUANITA MARIE,
dec'd.

Late of the Township of
Bethlehem, Northampton
County, PA

Executrix: Sheryl Ann Palmer
c/o Joseph F. Leeson, III,
Esquire, 70 East Broad Street,
P.O. Box 1426, Bethlehem, PA
18016-1426

Attorney: Joseph F. Leeson, III,
Esquire, 70 East Broad Street,
P.O. Box 1426, Bethlehem, PA
18016-1426

PARTON, LORRAINE M., dec'd.

Late of the Township of
Bethlehem, Northampton
County, PA

Executor: James Reiser, Jr. c/o
Robert V. Littner, Esquire,
Littner & Littner Law Offices,
PLLC, 512 North New Street,
Bethlehem, PA 18018

Attorneys: Robert V. Littner,
Esquire, Littner & Littner Law
Offices, PLLC, 512 North New
Street, Bethlehem, PA 18018

SERFASS, DOUGLAS EDWARD,

dec'd.

Late of Bethlehem, Northampton County, PA

Administratrix: Mary S. Serfass, 504 Vera Circle, Bethlehem, PA 18017

SMITH, NAOMI L., dec'd.

Late of the Township of Palmer, Northampton County, PA

Executrix: Ruthann Smith Arras, 3345 Bridlepath Rd., Easton, PA 18045

Attorneys: Daniel G. Spengler, Esquire, Spengler Brown Law Offices, 110 East Main Street, Bath, PA 18014

STECKEL, WARREN REYNOLD,

dec'd.

Late of the Borough of Hellertown, Northampton County, PA

Executor: Jeffrey Scott Steckel 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

THOMPSON, ELIZABETH JANE,

dec'd.

Late of Lower Saucon Township, Northampton County, PA

Executor: Charles F. Thompson, Jr. a/k/a C. Fred Thompson c/o Judith A. Harris, Esquire, Norris McLaughlin, P.A., 515 West Hamilton Street, Suite 502, Allentown, PA 18101

Attorneys: Judith A. Harris, Esquire, Norris McLaughlin, P.A., 515 West Hamilton Street, Suite 502, Allentown, PA 18101

TOBISCH, RUPERT, dec'd.

Late of Lehigh Township, Northampton County, PA

Executor: Frederick R. Tobisch c/o David B. Shulman, Esquire, Shulman Law Office PC, 419 Delaware Avenue, P.O. Box 157, Palmerton, PA 18071

Attorneys: David B. Shulman, Esquire, Shulman Law Office PC, 419 Delaware Avenue, P.O. Box 157, Palmerton, PA 18071

TREXLER, PAULINE E., dec'd.

Late of the Township of Bushkill, Northampton County, PA

Executrix: Kathleen Ann Trexler 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

FICTITIOUS NAME**REGISTRATION NOTICES**

NOTICE IS HEREBY GIVEN that an Application for Registration of Fictitious Name was filed in the Department of State of the Commonwealth of Pennsylvania on October 25, 2022 for:

BRAND NEW DAY COACHING

at: 1481 Saucon Meadow Ct., Bethlehem, PA 18015. The name and address of the individual interested in the business are Kelly A. Wood at 1481 Saucon Meadow Ct., Bethlehem, PA 18015 in Northampton County. This was filed in accordance with 54 Pa. C.S. 311.417.

Apr. 20

NOTICE IS HEREBY GIVEN that an Application for Registration of Fictitious Name was filed in the Department of State of the Commonwealth of Pennsylvania on January 31, 2023, for:

BUSCHI HOME MECHANICAL

at: 3978 Kreidersville Rd., Northampton, PA 18067. The name and address of the individual interested in the business are Nathan Lee Buschi at 3978 Kreidersville Rd., Northampton, PA 18067 in Northampton County. This was filed in accordance with 54 Pa. C.S. 311.417.

Apr. 20

**CORPORATE FICTITIOUS NAME
REGISTRATION NOTICES**

NOTICE IS HEREBY GIVEN pursuant to the provisions of 54 Pa. C.S. §311, as amended, of intention to file, or the filing of, in the Office of the Secretary of State 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

Name:

EARTHWISE PET EASTON

with its principal place of business at: 4727 Freemansburg Avenue, Easton, PA 18045-5529.

The name and address of the entity owning or interested in said business are: Augusta Hogan LLC, 3738 Buckwampum Road, Riegelsville, PA 18077.

JEANMARIE WOLF, ESQUIRE

DAVISON & McCARTHY, P.C.

645 Hamilton Street

Suite 510

Allentown, PA 18101

Apr. 20

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

SHERRY ACEVEDO

NATURE PHOTOGRAPHY

with its principal place of business at: 3 North Lehigh Avenue, Wind Gap, Pennsylvania 18091.

The name of the entity owning or interested in the said business is: Sherry Acevedo Nature Photography, LLC.

JAMES L. BROUGHAL, ESQUIRE

BROUGHAL & DeVITO, L.L.P.

38 West Market Street

Bethlehem, PA 18018

Apr. 20

NOTICE FOR CHANGE OF NAME

NOTICE IS HEREBY GIVEN that on April 11, 2023, the Petition of Iuliia Mamedova was filed in the Northampton County Court of Common Pleas at No. C-48-CV-2023-2262, seeking to change the name of the Petitioner from Iuliia Mamedova to Julia Vaskis.

The Court has fixed Monday, June 5, 2023, at 9:00 a.m., in Courtroom #4 at the Northampton County Courthouse as the date for the 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.

Apr. 20

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

JURY TRIAL DEMANDED

ROBIN R. LUCKY

Plaintiff

vs.

BESMIR RUGOVA and L&M

European Minimarket, LLC

Defendants

NO. 2022-C-5720

NOTICE

NATURE OF THE ACTION:
Personal Injury Negligence Action.

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 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.

LAWYER REFERRAL SERVICE
Northampton County
Bar Association
P.O. Box 4733
Easton, PA 18043-4733
(610) 258-6333

Apr. 20

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

NOTICE IS HEREBY GIVEN that the following accounts in decedents estates, have been filed in the Office of the Orphans' Court of Northampton County, and that the same will be called for Confirmation on APRIL 27, 2023 at 9 A.M., IN COURTROOM #9, at which time the Courts will hear exceptions, and make distribution of the balances ascertained to be in the hands of accountants.

*Estate of ATHENA STAMUS
(Maria Nicholas, Executrix)

*Trust of SIRUS STAMUS and
ATHENA STAMUS (Steven
Goudsouzian, Trustee)

Gina X. Gibbs
Register of Wills &
Clerk of Orphans' Court
Apr. 13, 20

**SHERIFF'S SALE OF
VALUABLE REAL ESTATE**

The following real estate will be sold by the Sheriff of Northampton County, Pennsylvania, on MAY 5, 2023, 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.

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. C-48-CV-2017-11253

LAKEVIEW LOAN SERVICING, LLC
vs.

MARIA L. TREXLER
a/k/a MARIA TREXLER

Property Address:

3567 Church Road, Northampton,
PA 18067

UPI/Tax Parcel Number:

K4/14/6A/0501

ALL THAT CERTAIN message or tenement and parcel of piece of land situate on the south side of Township Route 477 in Allen Township, Northampton County, Pennsylvania, as shown on a survey by David W. Dotter, P.E., dated July 2, 1966.

TITLE TO SAID PREMISES is vested in Maria Trexler by deed from Estate of Mary Z. Borger a/k/a Mary Borger, said deed recorded on June 2, 2016, in the Northampton County Recorder of Deeds Office in Book 2016-1 at page 107783.

THEREON BEING ERECTED a ranch-style single residential dwelling with brick exterior, shingle roof and attached one-car garage.

No. C-48-CV-2018-11508PENNSYLVANIA HOUSING
FINANCE AGENCY

vs.

MICHAEL A. HOUPTELEY

Property Address:537 South Green Street, Nazareth,
PA 18064**UPI/Tax Parcel Number:**

K7NE2A/1/16/0421

ALL THAT CERTAIN tract or parcel
of land situate in Nazareth Borough,
Northampton County, Pennsylvania.

TITLE TO SAID PREMISES is
vested in Michael A. Houptley by deed
from Steven Faustner and Patricia
Faustner, husband and wife, said
deed recorded on February 2, 2018,
in the Northampton County Recorder
of Deeds Office in Book 2018-1 at
page 021754.

THEREON BEING ERECTED a
two-story residential apartment
buildings with vinyl siding, shingle
roof and attached one-car garage.

No. C-48-CV-2019-10430BANK OF NEW YORK MELLON
f/k/a BANK OF NEW YORK, AS
TRUSTEE ET AL.

vs.

JERROLD LANDAU

Property Address:682 Bushkill Street, Easton, PA
18042**UPI/Tax Parcel Number:**

L9NE4C/17/1/0310

ALL THAT CERTAIN piece of land,
with improvements thereon, situate
in Easton City, Northampton County,
Pennsylvania.

TITLE TO SAID PREMISES is
vested in Jerrold Landau, married, by
deed from Jonathan L. Rowland and
Mary Ellen Rowland, husband and
wife, said deed recorded on December
7, 2005, in the Northampton County
Recorder of Deeds Office in Book
2005-1 at page 494537.

THEREON BEING ERECTED a
two-story residential apartment
building with brick exterior and flat
roof.

No. C-48-CV-2019-12171

ANTHIUM, LLC

vs.

DANIEL J. MASTON,
SHANA E. RUTAN**Property Address:**1904 Butler Street, Wilson, PA
18042**UPI/Tax Parcel Number:**

L9SW3A/8/7/0837

ALL THAT CERTAIN messuage
and tract of land situate in Wilson
Borough, Northampton County,
Pennsylvania.

TITLE TO SAID PREMISES is
vested in Daniel J. Maston and Shana
E. Rutan, as joint tenants with right
of survivorship, by deed from Richard
D. Rutan and Elizabeth Rutan, said
deed recorded on October 19, 2006,
in the Northampton County Recorder
of Deeds Office in Book 2006-1 at
page 434737.

THEREON BEING ERECTED a
two-story half-double residential
dwelling with aluminum siding and
shingle roof.

No. C-48-CV-2022-01680

BANKUNITED, N.A.

vs.

JANE M. RACE

Property Address:2608 Freemansburg Avenue,
Easton, PA 18045**UPI/Tax Parcel Number:**

M9NW1/11/2/0324

ALL THAT CERTAIN tract or parcel
of land, with the tenement erected
thereon, situate in Palmer Township,
Northampton County, Pennsylvania.

TITLE TO SAID PREMISES is
vested in Jane M. Race by deed from
Ronald H. Olsen, said deed recorded
on October 22, 2007, in the Northamp-

ton County Recorder of Deeds Office in Book 2007-1 at page 385766.

THEREON BEING ERECTED a two-story single residential dwelling with brick exterior, slate roof and detached one-car garage.

No. C-48-CV-2022-03163

MORTGAGE ASSETS
MANAGEMENT, LLC

vs.

LOUIS KOOTSARES,
WENDY KOOTSARES

Property Address:

108 North Westbrook Avenue, Pen
Argyl, PA 18072

UPI/Tax Parcel Number:

E8NE2A/28/2/0625

ALL THOSE TWO CERTAIN tracts of land situate in Pen Argyl Borough, Northampton County, Pennsylvania.

TITLE TO SAID PREMISES is vested in Louis Kootsares and Wendy Kootsares by deed from Crecienzo Malone and Mary Malone, said deed recorded on June 19, 1974, in the Northampton County Recorder of Deeds Office in Book 490 at page 244.

THEREON BEING ERECTED a two-story colonial-style single residential dwelling with vinyl siding, slate roof and detached one-car garage.

No. C-48-CV-2022-04518

WILMINGTON SAVINGS
FUND SOCIETY, FSB,
AS TRUSTEE ET AL.

vs.

ROBERT VANDERGROEF

Property Address:

2474 North Delaware Drive,
Mount Bethel, PA 18343

UPI/Tax Parcel Number:

C11SE1/3/2/0131

ALL THAT CERTAIN messuage, tenement, tract, parcel or piece of land situate in the Village of Mount Bethel, Upper Mount Bethel Township, Northampton County, Pennsylvania.

TITLE TO SAID PREMISES is vested in Robert Vandergroef and Barbara Vandergroef by deed from David E. Hause and Roberta K. Hause, said deed recorded on June 21, 2000, in the Northampton County Recorder of Deeds Office in Book 2000-1 at page 76421. And the said Barbara Vandergroef departed this life on or about September 8, 2014, whereby title became vested solely in Robert Vandergroef by operation of law.

THEREON BEING ERECTED a two-story single residential dwelling with aluminum siding and slate roof.

No. C-48-CV-2022-04786

LAKEVIEW LOAN SERVICING, LLC

vs.

NAIMAH DAILEY

Property Address:

3535 Quincy Lane, Bethlehem, PA
18017

UPI/Tax Parcel Number:

M5SE3/1A/3/0214

ALL THAT CERTAIN messuage, lot or piece of ground situate at the northwesterly corner of Lord Byron Drive and Quincy Lane in Hanover Township, Northampton County, Pennsylvania.

TITLE TO SAID PREMISES is vested in Naimah Dailey by deed from Jessica Stump and Brian Propst, said deed recorded on March 1, 2018, in the Northampton County Recorder of Deeds Office in Book 2018-1 at page 38171.

THEREON BEING ERECTED a two-story single residential dwelling with vinyl siding and brick exterior, shingle roof and attached two-car garage.

No. C-48-CV-2022-05099

DEUTSCHE BANK NATIONAL
TRUST COMPANY,
AS TRUSTEE ET AL.

vs.

SUZANNE M. NICHOLAS,
MARK A. NICHOLAS

Property Address:

1818 Meadows Road, Hellertown,
PA 18055

UPI/Tax Parcel Number:

R7/2/2P-4/0719

ALL THAT CERTAIN lot or parcel of ground situate in Lower Saucon Township, Northampton County, Pennsylvania, and being designated as Lot No. 9 (nine) according to the map or plan entitled "Wagner Farm Development" as prepared by William E. Bleckley, Jr., R.E., said plan dated November 6, 1964, and recorded in Plan Book 20 at page 11.

TITLE TO SAID PREMISES is vested in Mark A. Nicholas and Suzanne M. Nicholas, husband and wife, by deed from Scott A. Henry and Phyllis E. Heil-Henry, husband and wife, said deed recorded on February 5, 2003, in the Northampton County Recorder of Deeds Office in Book 2003-1 at page 44180.

THEREON BEING ERECTED an A-frame single residential dwelling with vinyl siding, shingle roof, two-car garage and above-ground pool.

No. C-48-CV-2022-06629

U.S. BANK NATIONAL
ASSOCIATION,
AS TRUSTEE ET AL.

vs.

CHARLES M. DOHERTY, UNITED
STATES OF AMERICA

Property Address:

347 Winding Way, Bethlehem, PA
18020

UPI/Tax Parcel Number:

L7/6/6-5/0418

ALL THAT CERTAIN lot or parcel of land situate in Lower Nazareth Township, Northampton County, Pennsylvania, and shown as Lot No. 37 on a plan entitled "Colts Ridge", said plan dated August 4, 2003,

prepared by Lehigh Engineering Associates, Inc., and recorded on May 27, 2004, in Plan Book 2004-5 at page 307.

TITLE TO SAID PREMISES is vested in Charles M. Doherty, married, by deed from NVR, Inc., a Virginia Corporation, trading as Ryan Homes, said deed recorded on September 13, 2006, in the Northampton County Recorder of Deeds Office in Book 2006-1 at page 375756.

THEREON BEING ERECTED a two-story single residential dwelling with vinyl siding, shingle roof and attached two-car garage.

No. C-48-CV-2022-06707

TIAA FSB

vs.

LARRY L. SILFIES, JR.

Property Address:

751 Point Phillips Road, Bath, PA
18014

UPI/Tax Parcel Number:

H5/12/4A/0520

ALL THAT CERTAIN tract, piece or parcel of land situate in Moore Township, Northampton County, Pennsylvania.

TITLE TO SAID PREMISES is vested in Larry L. Silfies, Jr., by deed from Forrest T. Silfies and Lucy C. Silfies a/k/a Lucy Silfies, husband and wife, said deed recorded on December 23, 1997, in the Northampton County Recorder of Deeds Office in Book 1997-1 at page 143101.

THEREON BEING ERECTED a ranch-style single residential dwelling with brick exterior, shingle roof and detached three-car garage.

No. C-48-CV-2022-06972

U.S. BANK TRUST NATIONAL
ASSOCIATION ET AL.

vs.

MARGUERITE RUSYN,
STEPHEN RUSYN

Property Address:

641 Palomino Drive, North
Catasauqua, PA 18032

UPI/Tax Parcel Number:

M4SE1A/15/1/0923

ALL THAT CERTAIN piece or
parcel of land lying and situate in
North Catasauqua Borough, North-
ampton County, Pennsylvania, being
designated as Lot No. 1 in Block D of
Phase II of the Spring Meadow Subdi-
vision.

TITLE TO SAID PREMISES is
vested in Stephen Rusyn, Jr., by deed
from Stephen Rusyn, Jr., and
Marguerite M. Rusyn, husband and
wife, said deed recorded on August
24, 1998, in the Northampton County
Recorder of Deeds Office in Book
1998-1 at page 112580.

THEREON BEING ERECTED a
two-story single residential dwelling
with vinyl siding, shingle roof and
attached two-car garage.

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.

RICHARD H. JOHNSTON
Sheriff

Northampton County,
Pennsylvania

DAVID J. CERAUL, ESQUIRE
Solicitor to the Sheriff

Apr. 13, 20, 27

SEEKING ASSOCIATE ATTORNEY

Shulman Law Office PC, a Lehigh Valley law firm, is
accepting applications for an associate attorney to work
primarily, but not exclusively, in the areas of estate
administration and planning, real estate, and business
law. Experience in these areas is not mandatory, but an
interest and ability to learn them is required. Applicants
must be admitted to practice in Pennsylvania. Interested
individuals should submit a cover letter, resume, and
references to:

josh@shulmanlawoffice.com

or mail to:

1935 Center Street, Northampton, PA 18067.

Apr. 20, 27

**COMMONWEALTH of PENNSYLVANIA v.
VAUGHN DARIUS JOHN FELIX, Defendant**

*PCRA—Guilty Plea—Homicide—Knowing and Intelligent—Voluntary—
Factual Basis—Death Penalty.*

Defendant's PCRA petition was denied. The Court found that there was a factual basis for his guilty plea to the charge of homicide, and that his plea was knowing, intelligent, and voluntary. Furthermore, the Court found that his plea counsel was not ineffective for advising him to enter the plea under the circumstances.

In the Court of Common Pleas of Northampton County, Pennsylvania,
Criminal Division—No. CP-48-CR-01408-2018.

EDWARD PENETAR, ESQUIRE, for the Commonwealth.

MATTHEW DESCHLER, ESQUIRE, for the Defendant.

Order of the Court entered on November 8, 2022 by ROSCIOLI, J.

ORDER

AND NOW, this 8th day of November 2022, upon consideration of Defendant's petition for collateral relief, and following a hearing and our consideration of the briefs of the parties, it is hereby ORDERED that the petition is DENIED, for the reasons set forth below.

Defendant is hereby advised that he may file an appeal of this Order to the Superior Court of Pennsylvania, within 30 days. The Notice of Appeal must be in writing and must be filed with the Northampton County Court of Common Pleas, Criminal Division at 669 Washington Street, Easton PA 18042, and served upon the undersigned.

STATEMENT OF REASONS

Defendant Vaughn Felix entered guilty pleas in seven cases on June 20, 2019, to a variety of charges stemming from a crime spree in which he engaged with codefendant Gregory Lewis, Jr. in late 2016 and early 2017. The most serious charge to which Defendant entered a guilty plea was the charge of Homicide, as Murder of the First Degree, in case number CP-48-CR-01408-2018.

This matter has now come before the Court on Defendant's petition for collateral relief pursuant to the Pennsylvania Post Conviction Relief Act (PCRA), 42 Pa. C.S. §9541 *et seq.* As discussed in the statement of reasons in support of our November 2, 2021 Order, the within petition is Defendant's first petition under the PCRA, and was filed timely. While numerous claims were raised by Defendant during the pendency of these collateral proceedings, first in *pro se* filings and later in counseled filings,

Defendant has withdrawn all claims for relief except those in which he contends that his prior counsel, Brian Monahan, Esq., was ineffective in his representation of the Defendant as it related to the plea on the Homicide charge.¹ We note that while Defendant waived, at the time of his plea, the right to file any petition raising other collateral claims, he did not waive the right to file a petition for collateral relief claiming ineffective assistance of counsel. (Comm. Ex. 5, 3/22/22.)

The claims that remain outstanding for our consideration here are: (1) that Attorney Monahan was ineffective in failing to object to the lack of a factual basis for Defendant's plea to the charge of Homicide, as Murder of the First Degree; (2) that Attorney Monahan was ineffective in failing to ensure that Defendant was advised of the nature of the charge of Homicide, as Murder of the First Degree, prior to the entry of the plea; and (3) that Attorney Monahan was ineffective in failing to properly advise the Defendant about the nature of death penalty proceedings, with which Defendant was faced in the event he elected not to plead.

A hearing was held on Defendant's petition, in three parts: on March 22, 2022; June 6, 2022; and August 31, 2022. We note that the delays in holding the trifurcated hearing were occasioned by the limited availability of Defendant and his witnesses to attend. Following the submission of briefs by both Defendant and the Commonwealth, the matter is now ready for disposition.

A defendant's claim that his counsel's errors caused him to enter a plea that was not knowing, intelligent, and voluntary is to be considered by the reviewing court under the ineffective assistance of counsel standard in the PCRA. *Commonwealth v. Hickman*, 799 A.2d 136 (Pa. Super. 2002). "Allegations of ineffectiveness in connection with the entry of a guilty plea will serve as a basis for relief only if the ineffectiveness caused the defendant to enter an involuntary or unknowing plea." *Id.* at 141.

To the extent that [Defendant] is challenging the effectiveness of his plea counsel, we bear in mind that counsel is presumed to be effective. To prevail on a claim of ineffective assistance of counsel, a PCRA petitioner must prove each of the following: (1) the underlying legal claim was of arguable merit; (2) counsel had no reasonable strategic basis for his action or inaction; and (3) the petitioner was prejudiced—that is, but for counsel's deficient stewardship, there is a reasonable likelihood the outcome of the proceedings would have been different. Allegations of ineffectiveness in connection with the

¹ Whereas Defendant has withdrawn all PCRA claims that would involve any of the other cases in which he entered pleas, the caption above reflects only the case number for the Homicide charge. Those other case numbers are as follows: CP-48-CR-01293-2017, CP-48-CR-01521-2017; CP-48-CR-03171-2017; CP-48-CR-03776-2017; CP-48-CR-01058-2018, and CP-48-CR-01409-2018.

entry of a guilty plea will serve as a basis for relief only if the ineffectiveness caused the defendant to enter an involuntary or unknowing plea. Where the defendant enters his plea on the advice of counsel, the voluntariness of the plea depends on whether counsel's advice was within the range of competence demanded of attorneys in criminal cases. Thus, to establish prejudice, the defendant must show that there is a reasonable probability that, but for counsel's errors, he would not have pleaded guilty and would have insisted on going to trial.

Commonwealth v. Pier, 182 A.3d 476, 478-79 (Pa. Super. 2018) (internal citations and quotations omitted). Where a defendant fails to meet his burden of proof on even one of these three prongs, by a preponderance of the evidence, his claim for collateral relief must fail. *Commonwealth v. Anderson*, 995 A.2d 1184, 1192 (Pa. Super. 2010).

1. The Record Is Clear That There Was a Factual Basis for Defendant's Plea, and That He Was Well Aware of That Factual Basis at the Time of the Plea. Counsel Was Not Ineffective for Advising Defendant to Plead on Said Basis.

We first address Defendant's contention that his "plea to first-degree murder was not knowing, intelligent, and voluntary because the Commonwealth failed to set forth the requisite factual basis for the plea, and Attorney Monahan was ineffective for advising Defendant to plead guilty in the absence of an appropriate factual basis, and Defendant's plea was the result of the inadequate factual basis." (Def. Am. Pet. ¶21.) We note that the claim that there was not of record a sufficient factual basis for Defendant's plea is a separate issue from his claim that he did not understand the nature of the charges at the time of his plea, which we address below. *See Commonwealth v. Ingram*, 316 A.2d 77, n.4 (Pa. 1974) ("These requirements—'factual basis' and 'understanding the nature of the charges'—are separate and distinct.").

After careful review of the record in this matter, we find this claim to be without arguable merit, as a factual basis for the plea was in fact set forth on the record, and the record is clear that Defendant was well aware of the factual basis for his guilty plea to Homicide, Murder of the First Degree at the time it was entered.

To determine whether there was a factual basis for the plea, we must determine "whether the facts acknowledged by the defendant constitute a prohibited offense." *Commonwealth v. Anthony*, 475 A.2d 1303, 1307 (Pa. 1984). On June 20, 2019, at the guilty plea proceeding, the Commonwealth offered the following factual statement in support of the charge Homicide, Murder of the First Degree: "[O]n November 21st of 2016, the Defendant, along with his co-defendant, Gregory Lewis, Jr., waited outside the home

of Michael Davis [...] in Palmer Township. The intention was to rob—was to kidnap him and take him back to the store where he worked[,] at a Verizon store in Forks Township[,] in order to rob that store. The Defendant did end up shooting Mr. Davis in the face[,] killing him.” N.T. 6/20/19, p. 36. The Defendant admitted these facts during the plea proceeding. *Id.*

In addition, prior to entering his guilty plea, Defendant filled out a written “Guilty Plea Statement,” in which he indicated that he had read the Information charging him with the crime to which he was pleading. (Comm. Ex. 4., N.T. 3/22/22.) The Information set forth as the factual basis for the charge of Homicide: “Defendant was an accomplice in the robbery and attempted kidnapping of Michael Davis who was shot and killed by the [D] efendant during the robbery and attempted kidnapping.”

“A criminal homicide constitutes murder of the first degree when it is committed by an intentional killing.” 18 Pa. C.S. §2502(a). “To obtain a conviction for first-degree murder, the Commonwealth must demonstrate that a human being was unlawfully killed; that the defendant did the killing; and that the killing was done in an intentional, deliberate, and premeditated manner, which [our Supreme] Court has construed to mean that the defendant acted with a specific intent to kill. A specific intent to kill may be inferred from the use of a deadly weapon on a vital part of the victim’s body.” *Commonwealth v. Watkins*, 843 A.2d 1203, 1211 (Pa. 2003) (internal citations omitted). Defendant here admitted that Michael Davis was killed, that he the Defendant did the killing, and that he the Defendant shot Mr. Davis in the face. There can be no argument that a person’s face is a vital part of his body, and it was therefore unnecessary for the Commonwealth to specifically state or for the Defendant to specifically admit at his plea that he intended to kill Mr. Davis in order for a sufficient factual basis for Murder in the First Degree to be set upon the record. *Commonwealth v. Ingram*, supra at 80. (“[T]he ‘factual basis’ requirement does not mean that the defendant must admit every element of the crime.”)

Moreover, Defendant entered his guilty plea following extensive plea negotiations between himself, his counsel, and counsel for the Commonwealth. (N.T. 6/20/19, pp.3-5, 10-15.) “Where a plea bargain has been entered into by an accused represented by counsel, the surrounding circumstances of the plea may sufficiently indicate that the appellant pleaded knowingly and voluntarily even though he was not apprised on the record of” every element. *Commonwealth v. Martin*, 392 A.2d 860, 862 (Pa. Super. 1978). As acknowledged by the Defendant at the time of his plea, the negotiations prior thereto between himself and the Commonwealth were extensive. (N.T. 6/20/19, pp. 3-5, 10-15.)

Finally, we note that, prior to the entry of his guilty plea, Defendant testified at length at the trial of codefendant Gregory Lewis, Jr., regarding his own participation in the murder of Michael Davis. (*Commonwealth v.*

Lewis, CP-48-CR-01528-2018, N.T. 4/23/19, pp. 132-259.) More specifically, he testified:

Q: And what did you do?

A: Um, grabbed [Mr. Davis], tried to get him to go into the back seat.

Q: How did you grab him?

A: I just—I pulled on his sweater or shirt or whatever and told him to go in the back seat of his car.

Q: And what was his response?

A: He was—he was saying, no, that he—he said no, and that he rather—he would just—he would rather—just saying shoot him or something like that or whatever. He’s not getting in the back seat.

Q: What did you say when he said that?

A: That’s when I actually pulled out the gun and I asked him again.

Q: You asked him what?

A: To get in the back seat.

Q: When you pulled out the gun and asked him again to get in the back seat, where was the gun? Did you have it down or did you have it up?

A: I had it—I pulled it out, I showed him, and I had it up.

Q: Did you have it pointed at him?

A: Yes.

Q: Where on his body did you have it pointed at him?

A: At his face.

Q: How far away were you from him?

A: Like two feet, not even.

Q: What happened after that?

A: Um, I asked him one more time, said—he said—he said he’d rather life or whatever. And I looked at Lewis, I don’t know, confirmation or something, I didn’t know what to do, I guess, and that’s when I pulled the trigger.

Id. at 151-52. Thus, any contention that Defendant was not aware of the factual basis for his plea at the time thereof is wholly without merit.

Whereas the record reflects that a factual basis for Defendant’s plea was clearly upon the record at the time it was entered, we find that his claim that counsel was ineffective for failing to object to an absent factual basis must fail. “[C]ounsel cannot be considered ineffective for failing to assert a meritless claim,” and Defendant’s petition on this point and must be denied. *Commonwealth v. Durst*, 559 A.2d 504, 505 (Pa. 1989).

2. The Record Is Clear That, at the Time of His Plea, Defendant Understood the Nature of the Homicide Charge to Which He Pled Guilty, and That His Plea Was Knowing, Intelligent, and Voluntary. Counsel Was Not Ineffective for Advising Defendant to Plead on Said Basis. Moreover, the Record Is Clear That Defendant Knowingly, Intelligently, and Voluntarily Entered Into Negotiated Plea That He Found Favorable to His Interests.

Defendant next contends in his petition for collateral relief that Attorney Monahan was ineffective for failing to ensure that Defendant understood the nature of the charge of Homicide, Murder of the First Degree to which he pled guilty, and that because he did not understand the nature of that charge his plea was not entered knowingly, intelligently, and voluntarily. We find that this claim also lacks arguable merit.

A “valid guilty plea may not be accepted in the absence of a demonstration of defendant’s understanding of the charges.” *Ingram*, supra at 80. While neither the Court nor counsel recited on the record the elements of Homicide, Murder in the First Degree at the time of the plea, same is not required in order for a Defendant’s plea to be constitutionally valid.

In order for a guilty plea to be constitutionally valid, the guilty plea colloquy must affirmatively show that the defendant understood what the plea connoted and its consequences. This determination is to be made by examining the totality of the circumstances surrounding the entry of the plea. Thus, even [where] there is an omission or defect in the plea colloquy, a plea of guilty will not be deemed invalid if the circumstances surrounding the entry of the plea disclose that the defendant had a full understanding of the nature and consequences of his plea and that he knowingly and voluntarily decided to enter the plea.

Commonwealth v. Fluharty, 632 A.2d 312, 314-15 (Pa. Super. 1993).

The defendant’s actual knowledge at the time of the guilty plea [is] the crucial factor in determining the propriety of a guilty plea. To determine a defendant’s actual knowledge of the implications and rights associated with a guilty plea, a court is free to consider the totality of the circumstances surrounding the plea. The concept of examining the totality of the circumstances surrounding a plea in order to determine whether a plea was voluntarily, knowingly, and intelligently entered, is well established. Indeed, as the law makes clear, a trial court may consider a wide array of relevant evidence under this standard in order to determine the validity of a claim and plea agreement including, but not limited to, transcripts from other proceedings,

off-the-record communications with counsel, and written plea agreements.

Commonwealth v. Allen, 732 A.2d 582, 589 (Pa. 1999). To that end, we have examined a wide array of evidence in order to determine whether Defendant's plea to the Homicide charge was knowing, intelligent, and voluntary, including the Defendant's own testimony at the time of his plea, his testimony at his codefendant's trial, documents signed by him, and testimony offered at the PCRA hearing.

First, while Defendant testified at the PCRA hearing that he did not understand the nature of the charge of Homicide, Murder of the First Degree at the time of his guilty plea, we are unpersuaded by this testimony, and find it not to be credible, given that it is in direct conflict with his testimony at the time of his plea. (N.T. 6/6/22, pp.27-38; *see generally*, N.T. 6/20/19.) "The longstanding rule of Pennsylvania law is that a defendant may not challenge his guilty plea by asserting that he lied while under oath, even if he avers that counsel induced the lies. A person who elects to plead guilty is bound by the statements he makes in open court while under oath and he may not later assert grounds for withdrawing the plea which contradict the statements he made at his plea colloquy." *Commonwealth v. Pollard*, 832 A.2d 517, 523.

Furthermore, in his written "Guilty Plea Statement," Defendant affirmed that he understood the nature of the charges to which he was pleading guilty, and that he understood each element of each of the crimes to which he pled guilty. (Comm. Ex. 4, 3/22/22.) During the oral colloquy on the record with the Court during his guilty plea, Defendant affirmed that he had read the "Guilty Plea Statement" in its entirety, answered all of the questions therein, initialed the bottom of each page, and signed the document. (N.T. 6/20/19, pp. 15-16, 22.)

In addition, in his "Written Plea Agreement Colloquy," Defendant affirmed that Attorney Monahan "fully explained to me what it means to accept the terms and conditions of this Agreement and he has reviewed and explained this written agreement colloquy with me[.]" (Comm. Ex. 5, 3/22/22.) Again, Defendant affirmed the accuracy of this statement orally on the record during the guilty plea colloquy with the Court. When the Court orally posed to Defendant the statement in the written colloquy, "I have read this agreement and discussed this agreement in its entirety with my counsel. I have no questions regarding the terms and conditions of the agreement, and I understand exactly what is written here," and then asked, "Is that accurate, sir," Defendant responded, "Yes." (N.T. 6/20/19, p. 28; *see also*, pp. 29-30.)

These statements made by the Defendant at the time of his plea, as well as his acknowledgment at his plea that Attorney Monahan had met with him approximately 20 times prior to the plea, are supported by the testimony of Attorney Monahan at the PCRA hearing. (N.T. 6/20/19, p. 4.)

While Attorney Monahan could not specifically recall what statements he made to the Defendant regarding the elements of the offense of Homicide, Murder of the First Degree, he was clear in his testimony that he did review the elements of the charge with the Defendant. (N.T. 3/22/22, pp. 16-19.)

Our conclusion that Defendant was not credible at the PCRA in claiming that Attorney Monahan failed to go over with him the elements of Homicide, Murder of the First Degree is further supported by the following testimony at his plea: When asked by the Court, “Do you understand that in order for you to be found guilty of each and every one of the crimes charged, the Commonwealth would have to prove each and every element of each of those charges beyond a reasonable doubt? Do you understand that,” the Defendant answered, “Yes.” Then, when the Court asked: “Do you also know that you could have selected the option of, perhaps, having an open plea to a charge of criminal homicide or a charge of murder and ask the Commonwealth to permit you to have a trial just on the degree of guilt? Do you understand that,” the Defendant again answered, “Yes.” (N.T. 6/20/19, pp. 19-20.)

The record contains further evidence that Defendant was aware that he was charged with and admitting to Homicide, Murder of the First Degree in the written agreement with the Commonwealth signed by Defendant on December 2, 2017. That agreement, addressed to counsel from the Commonwealth, states: “[T]he Commonwealth shall not seek the death penalty against your client for his role in the murder of Michael Davis on or about November 21, 2016. Your client further agrees that he shall be sentenced for the charge of Murder of the first degree (H1) for a term of life imprisonment without the possibility of parole.” (Comm. Ex. 1, 3/22/22.) The document further provides: “By signing this agreement, you and your client acknowledge that your client has read it, understands it, has had the opportunity to consult with counsel, and is entering into this agreement of his own free will[.]” *Id.*

Whereas the record reflects that Defendant was advised of the nature and consequences of his negotiated guilty plea prior to the time it was entered and was aware thereof at the time of his plea, we find that he has not met his burden to prove, by a preponderance of the evidence, that his claim on this point has arguable merit.

Moreover, even though the oral guilty plea colloquy did not specifically outline each of the elements of Homicide, Murder of the First Degree in open court, we note once more that the evidence of record clearly establishes that Defendant acknowledged that he was aware of those elements and had discussed them with counsel prior to the entry of his plea, and that his plea was the product of extensive negotiations with the Commonwealth. “Where counsel is able to negotiate a favorable plea bargain,” as here, where Defendant admitted to facts constituting Homicide, Murder in the First Degree at his codefendant’s trial and was permitted thereafter to plead guilty

in exchange for being spared the death penalty, “where the defendant understands the bargain and is satisfied with and accepts it rather than go to trial, the decision by counsel not to object to a defective plea colloquy will be deemed a reasonable one. Under such circumstances, counsel will not be found to have been ineffective.” *Fluharty*, supra at 318. There can be no doubt, based upon the record in this case, that Defendant had a clear understanding of the bargain he was entering into and that he was satisfied therewith. He is accordingly entitled to no relief on this point.

3. Defendant’s Claim That His Counsel Erroneously Advised Him as to the Nature of Death Penalty Proceedings Is Not Credible, and Is Therefore Not a Basis for Collateral Relief.

Finally, Defendant contends in his petition for collateral relief that his guilty plea to the charge of Homicide, Murder in the First Degree was not knowing and voluntary because Attorney Monahan was ineffective insofar as he failed to adequately and accurately review with Defendant prior to the plea the nature of the death penalty proceedings that he would have faced had he gone to trial on that charge.

At the hearing on the instant petition, Defendant testified that Attorney Monahan advised him during their consultations “that the Commonwealth only had to prove that a person was killed, and that’s all it takes for a judge to give him the death sentence.” (N.T. 6/6/22, p. 30.) Defendant then gave contradictory testimony, stating that “the other attorney, Mr. Guadagnino, was there. It was him that was doing mostly the talking, and Monahan would just sit in mute for the most part. [...] I expressed that I wanted to not go through with this agreement, but I guess [Mr. Guadagnino] was adamant about me taking this agreement. The only way to save myself from the death sentence.” *Id.* at 30-31. When asked again, “what Mr. Monahan was telling [him] in regard to agreeing to enter a plea to first degree murder,” Defendant stated: “That the person was killed, and that’s the only thing the Commonwealth would have to prove.” *Id.* at 31-32. Defendant further testified, when asked whether Mr. Monahan advised him as to the death penalty procedure: “He told me that a judge would decide.” *Id.* at 38. When asked, “Did Mr. Monahan go through with you whether a death penalty after a first degree murder conviction was automatic or whether there was a hearing,” Defendant answered: ““He told me it was automatic.” *Id.* at 58-59. This testimony does not square with the testimony of Attorney Monahan or that of Peter Guadagnino, Esq.

In his testimony, when asked, “did you go over with Mr. Felix, prior to the entry of his plea, the process by which it would have been determined whether or not the death penalty would be imposed,” Attorney Monahan answered: “I did that. His attorney, Peter Guadagnino, and I talked to him about that. [...] [W]e understand that there would be a second phase of the

trial where the jury would have to decide unanimously to impose death or life in prison. His mother was involved. We talked to her about the possibility of bringing in additional witnesses in the event that this matter would have proceeded to the death penalty, but it didn't." (N.T. 3/22/22, pp. 21-22.) He was further questioned:

Q: [D]id you discuss with him that at the death penalty phase a jury would make a determination as to whether he would receive the death penalty?

A: Yes.

Q: Did you discuss with him whether that verdict would have to be unanimous?

A: Yes.

Q: Did you discuss with him the interplay between aggravating and mitigating circumstances?

A: Yes.

Q: What did you discuss with him on that issue?

A: I don't have a transcript, [counsel]. I talked generally in terms of what the [legal precepts] are. I would have reviewed the statute with him for aggravators, you know, using a firearm, shooting somebody in a place where—a place which was likely to cause death would be an aggravator.² In the course of a robbery would be an aggravator. We talked about those things. And my recollection is that the specific homicide involved a kidnapping of someone from—I believe it was a Verizon store. [...] [H]e was taken to a place in Palmer in a park and shot and killed. So that would be during the course of a kidnapping. So that's an aggravator. All of those aggravators started to add up in this case, and that's why we negotiated a plea.

Q: Did you tell Mr. Felix that the jury would have for each aggravator—or they would have to unanimously find one or more aggravators to sentence him to death?

A: Yes.

* * * * *

Q: Aside from what you've already testified to, did you have—or when discussing the death penalty with Mr. Felix, did you have any other discussions about what the procedure for imposing the death penalty entailed?

A: [Counsel], I would have went through the basics with him and indicated that he would have to be convicted of first degree murder by a jury, and then ultimately there would be a

² While this individual statement is an inaccurate reflection of the aggravating factors enumerated by statute, 42 Pa. C.S. §9711(d), this error does not change our analysis of this issue as a whole.

second proceeding. And in that proceeding the jury would have to find beyond a reasonable doubt unanimously that the death penalty should apply. And I know I talked to him about it. Again, I spent probably more time with Mr. Felix than I have ever spent with any criminal defendant that I have ever represented. (N.T. 3/22/22, pp. 21-23.)

On the final day of the hearing on the instant petition, Attorney Guadagnino, who is a longtime friend of Defendant's mother, testified. He is licensed to practice in New York, but not in Pennsylvania, and therefore did not at any time represent Defendant in this matter, but did meet with him to discuss this case on several occasions. (N.T. 8/25/22, pp. 3-4.) Contrary to the testimony of Defendant, Attorney Guadagnino denied having discussed the death penalty with Defendant, other than to advise him that Pennsylvania does have the death penalty. *Id.* at 9-11. Attorney Guadagnino could not recall Mr. Monahan discussing the death penalty with Defendant during either of the two meetings at which all three men were present. *Id.* at 12.

In addition to Defendant's testimony conflicting with that of Attorney Monahan and Attorney Guadagnino, Defendant's testimony that Attorney Monahan told him that a judge would automatically impose the death penalty upon a conviction at trial for first degree murder simply does not make sense in light of Attorney Monahan's training and qualifications. Mr. Monahan has been practicing law for 40 years, half of his practice is devoted to criminal defense, and he is qualified to handle capital cases. (N.T. 3/22/22, pp. 12, 17, 34.) If we were to accept Defendant's testimony as true, we would have to conclude that Attorney Monahan lied to Defendant about the death penalty procedure, as it would be nonsensical to believe that an attorney who has received training and been qualified to handle capital cases would not know the basic sentencing procedures followed in such cases.

Having considered the evidence presented by Defendant on the issue of counsel's alleged ineffectiveness as it relates to Defendant's understanding, at the time of his plea, of the death penalty procedures, we find that Defendant has failed to meet his burden to prove, by a preponderance of the evidence, that his claim has arguable merit. Defendant's testimony on this issue was simply not credible, whereas the testimony of the other witnesses was credible. Accordingly, Defendant is entitled to no relief on this issue.

Whereas Defendant has failed to meet his burden on either of the three issues remaining for our consideration on this collateral appeal, we find that he is entitled to no relief.

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