

CARBON COUNTY LAW JOURNAL

Publication Number (ISSN 0090-8789)

The Official Legal Newspaper for Carbon County

Containing Decisions Rendered, Legal Notices, Advertisements
in the 56th Judicial District

ROGER N. NANOVIC, President Judge

STEVEN R. SERFASS, Judge

JOSEPH J. MATIKA, Judge

Vol. XXII Jim Thorpe, PA, Friday, August 31, 2018 No. 35

PENNSYLVANIA STATE EMPLOYEES CREDIT UNION, Plaintiff vs.
JEFFREY J. MEHLIG, Defendant 100
*Civil Law—Motor Vehicle Sales Finance Act (MVSEFA)—
Uniform Commercial Code (UCC)—Repossession and Resale of
Motor Vehicle—Notice of Possession and Right to Redeem—Notice of
Intent to Sell at Private Sale—Deficiency Judgment Hearing—Fail-
ure to Prove Whether Disposition Made at Public or Private Sale—
Failure to Prove Whether Sale Complied With Notice Requirements of
the UCC—UCC Requirement That All Aspects of Disposition (Including
Notice of Sale) Be Commercially Reasonable—Rebuttable Presumption
That Value of Vehicle Equals the Indebtedness Secured When Commercial
Reasonableness of Sale Not Proven—Presumption Rebutted by Direct
Proof of Vehicle’s Value*

Notice to Bar

Effective August 30, 2018 at 4:00 P.M., the Carbon County Clerk of Courts office will be not be accepting electronic filings via the PACFile system. If you have further questions, please contact Greg Armstrong, Court Administrator, at (570) 325-8556 x3200 or: garmstrong@carboncourts.com.

Aug. 31

COURT CALENDAR

Week of September 3

Court Calendar Submitted: August 22, 2018

For updates and revisions check courthouse webpage:

www.carboncourts.com

Criminal

Chairman Engler, Jean A., Esq.

Tuesday, September 4

8:30 AM

1	Formal Arraignment	Com. v. Rivera, L.D., Jr.	(Gazo, Unassigned)	18-0791
2	Formal Arraignment	Com. v. Coombs, D.	(Perilli, Mottola)	18-0817

CARBON COUNTY LAW JOURNAL

3	Formal Arraignment	Com. v. Blose, N.D.	(Perilli, Unassigned)	18-0816
4	Formal Arraignment	Com. v. Digilio, S.J.	(Perilli, Unassigned)	18-0818
5	Formal Arraignment	Com. v. Neff, D.	(Perilli, Mottola)	18-0842
6	Formal Arraignment	Com. v. McGinnis, T.	(Perilli, Unassigned)	18-0839
Thursday, September 6				
9:00 AM				
7	Juvenile Pre-Hrg. Conf.	Restricted Case Caption	(Madden)	18-0068
8	Juvenile Pre-Hrg. Conf.	Restricted Case Caption	(Unassigned)	18-0017
9	Juvenile Pre-Hrg. Conf.	Restricted Case Caption	(Unassigned)	18-0045
10	Juvenile Pre-Hrg. Conf.	Restricted Case Caption	(Unassigned)	18-0023
Judge Matika, Joseph J., Hon.				
9:00 AM				
11	Plea Court	Com. v. Heine, B.	(Perilli, Schnell)	18-0090
12	ARD Court	Com. v. Ogletree, K.P.	(Perilli, Unassigned)	18-0232
13	ARD Court	Com. v. Espinal, T.M.	(Unassigned)	18-0648
14	ARD Court	Comm vs Davidovich, J.	(Greek, Levy)	18-0729
15	ARD Court	Com. v. Caston, S.F.	(Gazo, Mottola)	18-0785
16	ARD Court	Com. v. Rivera, L.D., Jr.	(Gazo, Unassigned)	18-0791
17	Plea Court	Com. v. Jennings, J.D.	(Frycklund, Unassigned)	17-1120
18	Plea Court	Com. v. Guzman, L.O.	(Perilli, Bench)	16-0347
19	Plea Court	Com. v. Smith, D.A.	(Greek, Bench)	18-0295
20	ARD Court	Com. v. Wong, V.	(Frycklund, Riegel)	17-1114
21	Plea Court	Com. v. Shelton, P.	(Miller, Rapa)	18-0643

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Sheri A. Ryan, Managing Editor

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CARBON COUNTY LAW JOURNAL

22	Plea Court	Com. v. Manno, A.	(Perilli, Mottola)	18-0823
23	Plea Court	Com. v. Digilio, S.J.	(Perilli, Unassigned)	18-0818
24	Plea Court	Com. v. Coombs, D.	(Perilli, Mottola)	18-0817
25	Plea Court	Com. v. Blose, N.D.	(Perilli, Unassigned)	18-0816
26	Plea Court	Com. v. Bloss, J.	(Perilli, Bench)	18-0832
27	Plea Court	Com. v. Parker, D.C. Jr.	(Perilli, Bench)	18-0831
28	Plea Court	Com. v. Reinhardt, L.	(Perilli, Wilhelm)	18-0827
29	Plea Court	Com. v. Eckhart, K.J.	(Greek, Bench)	18-0680
30	Plea Court	Com. v. Valentini, J.L.	(Gazo, Bench)	18-0408
31	Plea Court	Com. v. Schaeffer, A.J.	(Hatton, Mottola)	18-0131
32	Plea Court	Com. v. Perkins, S.K.	(Perilli, Harakal)	18-0647
33	Plea Court	Com. v. Garrett, E.A.	(Greek, Bench)	18-0503
34	Plea Court	Com. v. Krynock, S.M.	(Greek, Bench)	18-0713
35	Plea Court	Com. v. Vereen, P.S.	(Greek, Mottola)	18-0718
36	Plea Court	Com. v. Craigie, S.M.	(Perilli, Bench)	18-0582
37	Plea Court	Com. v. Downs, G.J.	(Miller, Mottola)	18-0044
38	Plea Court	Com. v. Terry, S.	(Frycklund, Mousseau)	18-0250
39	Plea Court	Com. v. Gallina, C.P.	(Greek, Bench)	18-0716
40	Plea Court	Com. v. Reigel, R.	(Hatton, Rapa)	17-1306
41	Plea Court	Com. v. Igielski, J.T.	(Hatton, Saurman)	18-0102
42	Plea Court	Com. v. Swingle, W.	(Gazo, Rapa)	17-1632
43	Plea Court	Com. v. Conklin, T.M.	(Perilli, Bench)	18-0353
44	Plea Court	Com. v. Conklin, T.	(Perilli, Bench)	18-0526
45	Plea Court	Com. v. Neff, D.	(Perilli, Mottola)	18-0842
46	Plea Court	Com. v. McGinnis, T.	(Perilli, Unassigned)	18-0839
47	ARD Court	Com. v. Boyles, J.R.	(Miller, Levy)	18-0170
48	Plea Court	Com. v. Stringent, B.A.	(Perilli, Levy)	18-0651
49	Plea Court	Com. v. Downs, G.J.	(Miller, Mottola)	18-0494
50	Plea Court	Com. v. Devine, H.G.	(Frycklund, Gillen)	17-0826
51	Plea Court	Com. v. Devine, H.G.	(Frycklund, Gillen)	17-0824
Thursday, September 6				
9:00 AM				
52	Pet. to Revoke Probation	Com. v. Walker, J.M.	(Greek, Unassigned)	15-0373
53	Pet. to Revoke Probation	Com. v. James, J.L.	(Perilli, Mottola)	17-0552
54	Pet. Revoke Probation	Com. v. Zeigler, B.J.	(Engler, Unassigned)	14-0215
55	Petition Revoke Parole	Com. v. Maguschak, M.R.	(Hatton, Wiltrout)	14-0550
56	Petition Revoke Parole	Com. v. Maguschak, M.R.	(Hatton, Wiltrout)	14-0557
57	Petition Revoke ARD	Com. v. Keen, E.G.	(Perilli, Unassigned)	17-0535
58	Petition Revoke ARD	Com. v. Writer, M.L.	(Gazo, Pro Se)	16-1641
59	Petition Revoke ARD	Com. v. Clark, M.A.	(Miller, Unassigned)	16-0803
60	Petition Revoke Parole	Com. v. Klynowsky, D.S.	(Hatton, Unassigned)	15-1103
61	Petition Revoke ARD	Com. v. Porter, F.C.	(Miller, Unassigned)	15-0160
62	Pet. to Revoke Probation	Com. v. Dalessio, A.	(Miller, Wiltrout)	14-0166
63	Petition Revoke ARD	Com. v. Palisoc, A.J.	(Hatton, Pro Se)	17-0482
64	Petition Revoke ARD	Com. v. Brunner, S.T.	(Miller, Unassigned)	17-0979
65	Petition Revoke Parole	Com. v. Nicholas, E.N.D.	(Hatton, Pro Se)	17-0179
1:15 PM				
66	Habeas Corp. Pet.	Com. v. Kelly, P.J., Jr.	(Greek, Mottola)	18-0681
67	Habeas Corp. Pet.	Com. v. Santiago, C.	(Miller, Mottola)	17-1387

CARBON COUNTY LAW JOURNAL

68	Mot. Compel	Com. v. Santiago, J.J.	(Greek, Collins)	18-0514
69	Pet. to Extend	Com. v. Santiago, J.J.	(Greek, Collins)	18-0514
70	Pet. Good Time Credit	Com. v. Kelly, P.J.	(Herman, Collins)	13-0551
71	Post Sentence Mot.	Com. v. Kelly, P.J., Jr.	(Miller, Mottola)	18-0636
72	Pet. Withdraw Counsel	Com. v. Fisher, M.B.	(Perilli, Levy)	16-0973
73	Pet. Withdraw Counsel	Com. v. Fisher, M.B.	(Perilli, Levy)	16-0974
74	Habeas Corp. Pet.	Com. v. Kelly, P.J.	(Herman, Collins)	13-0551
75	Pet. for Parole	Com. v. Lower, C.M.	(Frycklund, Unassigned)	17-0499
Friday, September 7				
9:00 AM				
76	Sentencing	Com. v. Bellitts, J.L.	(Perilli, Solt)	18-0565
77	Sentencing	Com. v. Titus, T.B.	(Gazo, Levy)	17-0298
78	Sentencing	Com. v. Leshner, L.A.	(Greek, Mottola)	16-1592
79	Sentencing	Com. v. Vega Coellar, R.A.	(Frycklund, Scallion)	17-1123
80	Sentencing	Com. v. Fatzinger, Lori	(Greek, Levy)	16-1272
81	Sentencing	Com. v. Blevins, C.E.	(Gazo, Levy)	15-0954
82	Sentencing	Com. v. Severa, M.	(Gazo, Levy)	17-1365
83	Sentencing	Com. v. Miller, D.G.	(Perilli, Rapa)	17-0943
1:15 PM				
84	Pet. Reconsider. Sentence	Com. v. Melendez Perez, L.J.	(Gazo, Schnell)	17-0858
85	Pet. Reconsider. Sentence	Com. v. Melendez Perez, L.J.	(Gazo, Schnell)	17-0859
86	Pet. Reconsider. Sentence	Com. v. Melendez Perez, L.J.	(Gazo, Schnell)	17-0861
87	Pet. Reconsider. Sentence	Com. v. Melendez Perez, L.J.	(Greek, Schnell)	17-1298
88	Motion to Dismiss	Com. v. Staggers, A.	(Perilli, Hughes)	16-0512
Judge Nanovic, Roger N., II, Hon.				
Thursday, September 6				
1:15 PM				
89	Pet. Comp.	Com. v. Jones, P.A.	(Gazo, Levy)	14-1119
Probation Officer Wall, Tammy				
Wednesday, September 5				
9:00 AM				
90	Hrg.	Com. v. Kershner, J.	(Gazo, Mottola)	17-0957
91	Hrg.	Com. v. Forrester, S.M.	(Perilli, Unassigned)	17-0131
92	Hrg.	Com. v. Menech, A.J.	(Frycklund, Unassigned)	17-0798
93	Hrg.	Com. v. Rivituso, A.S.	(Gazo, Mousseau)	18-0021
94	Hrg.	Com. v. Rivituso, A.S.	(Gazo, Mousseau)	18-0022
95	Hrg.	Com. v. Rivituso, A.S.	(Gazo, Mousseau)	18-0020
96	Hrg.	Com. v. Miller, M.J.	(Hatton, Levy)	16-0719
97	Hrg.	Com. v. Miller, M.J.	(Miller, Unassigned)	16-0764
98	Hrg.	Com. v. Stewart, L.A.	(Perilli, Weaver)	17-0455
99	Hrg.	Com. v. Spencer, J.J.	(Miller, Mottola)	17-0488
100	Hrg.	Com. v. Kosalko, J.R., Jr.	(Hatton, Unassigned)	16-1516
101	Hrg.	Com. v. Messinger, D.A.	(Hatton, Unassigned)	16-0721
102	Hrg.	Com. v. Reppert, J.T.	(Gazo, Unassigned)	18-0187

Civil

Tuesday, September 4

Judge Nanovic, Roger N., II, Hon.

10:00 AM

1	Pet. for Contmpt.	Bloom, J.M. (Frycklund) v. Bloom, R.P. (Pro Se)		16-0025
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CARBON COUNTY LAW JOURNAL

1:15 PM			
2	Mot. for Sanctions	JMMMPCC Company (Gough) v. Jachowicz, S.I. (Unrep.)	10-0482
3	Pet. for Hrg.	Huntington, J.R. (Filer) v. GE Capital Mortgage Services I. (Little)	16-2379
4	Pet. for Special Relief	Accountable Advising Strategie (Groff) v. American General Annuity Servi. (Pro Se)	18-1546
Judge Serfass, Steven R., Hon.			
9:00 AM			
5	Pre-Tr. Conf.	Hall, K. (Bartlett) v. Commonwealth of Pennsylvania D. (Modrick)	13-1314
1:15 PM			
6	Hrg. Before Judge	Gallagher, K. (Garfield) v. Gallagher, C. (Roberti)	18-0884
7	Pet. for Contmpt.	RF Ohl Fuel Oil Inc. (Pinel) v. Bachinski, J. (Pro Se)	13-2441
8	Pet. to Transfer Case	Rusbarsky, J.J. (Pro Se) v. Grammes, J.A. (Pro Se)	10-1904
Wednesday, September 5			
Judge Nanovic, Roger N., II, Hon.			
9:00 AM			
1	Pet./Comp. to Mod Cust.	Doyle, J. (Pro Se) v. Barrett, A. (Pro Se)	18-0641
2	Pet. for Contmpt.	Acevedo, S.B. (Pro Se) v. Hibbler, W. (Pro Se)	15-3197
3	Pet./Comp. to Mod. Cust.	Acevedo, S.B. (Pro Se) v. Hibbler, W. (Pro Se)	15-3197
1:15 PM			
4	Pet. for Vol. Term	Stuckley, R.J., III (Chen) v. C.K. (Pro Se)	18-9211
5	Complnt. in Paternity	Stewart, R., Jr. (Pro Se) v. Kober, T. (Pro Se)	18-2325
6	Pet. to Confirm Consent	Stuckley, M.L. (Cheng) v. Kulp, J.J., III (Pro Se)	18-9208
7	Pre-Tr. Conf.	Williams, R. (Kemmerer) v. Guth, J. (Walbert)	13-0352
Thursday, September 6			
Judge Nanovic, Roger N., II, Hon.			
9:00 AM			
1	Pet. for Contmpt of Court	Garner, D.E., Dec'd. (Pro Se) v. Snyder, D., Exor. (Pro Se)	16-9245
2	Mgt. Conf.	Bock, R.E., Dec'd. (Pro se) v. Bock, M.A., Admn. (Albanese)	02-9190
3	Mgt. Conf.	Goldberg, P.L., Dec'd. (Pro Se) v. Findley, L.S., Exor. (Pro Se)	15-9258
4	Mgt. Conf.	George, L.M. (Walbert) v. George, T.M. (Pro Se)	15-3236
5	Mgt. Conf.	Arace, T.J. (Grisillo) v. Arace, S. (Merwine)	17-0220
6	Mgt. Conf.	Shumack, R.M., Jr. (Fisher) v. Shumack, D. (Ophhof)	17-2012
Judge Serfass, Steven R., Hon.			
9:00 AM			
7	Pet. for Invol. Term.	Fowler, N. (Greek) v. Hrebin, E.P., Jr. (Pro Se)	18-9250
10:30 AM			
8	Pet. for Invol. Term.	Fowler, N. (Greek) v. Merkel, J. (Pro Se)	18-9252
1:15 PM			
9	Mgt. Conf.	Miller, T.E., Dec'd. (Pro Se) v. Quigley, L.M., Exor. (Velitsky)	08-9261
10	Mgt. Conf.	Focht, L., Pet. (Greek) v. Opolsky, T.J., Def. (Dyrda-Hatton)	12-9030
11	Mgt. Conf.	Carnochan, J.A., Dec'd. (Pro Se) v. Rice, K.S., Admnr. (Roberti)	12-9297
12	Mgt. Conf.	Eldercare Solutions, Inc. Pet. (Walbert) v. Rex, D.M. (Combi)	15-9090

CARBON COUNTY LAW JOURNAL

13	Mgt. Conf.	Troxell, D. (Masington) v. Troxell, C. (Pro Se)	15-1206
2:00 PM			
14	Incapacity Pet.	Hometwn. Nursg. & Rehab Cntr., Pet (Burke) v. Smale, K. (Pro Se)	17-9404
15	Pet. for Adoption	Akins, M.A. (Frycklund) v. Haggard, C.J. (Pro Se)	18-9205
Chairman Garfield, Michael J., Esq.			
9:00 AM			
16	Arbitration Ready	Americredit Financial Services (Apothaker) v. Brown, F. (Rapa)	18-0741
Friday, September 7			
Judge Nanovic, Roger N., II, Hon.			
1:15 PM			
1	Exceptions	Desai, G. (Masington) v. Desai, H. (Roberti)	10-0747
2	Pet. to Dismiss	Sendel-Grant, L.G. (McGrath) v. Lifecare Holdings LLC (Pro Se)	18-0967
3	Prelim. Obj.	Sendel-Grant, L.G. (McGrath) v. Lifecare Holdings LLC (Pro Se)	18-0967
4	Prelim. Obj.	Sendel-Grant, L.G. (McGrath) v. Lifecare Holdings LLC (Pro Se)	18-0967
Judge Serfass, Steven R., Hon.			
9:00 AM			
5	PFA Hrg.	Frisch, J. (Pro Se) v. Williams, T. (Pro Se)	18-1444
6	PFA Hrg.	Pilla, R. (Yurchak) v. Maryasz, S. (Stafiuc)	18-2002
7	PFA Hrg.	Maryaza, S.C. (Stafiuc) v. Pilla, R. (Yurchak)	18-2061
8	PFA Hrg.	Space, B.F. (Walbert) v. Sellare, C.J. (Pro Se)	18-2336
9	PFA Hrg.	Space, B.F. (Walbert) v. Space, K.V. (Pro Se)	18-2337
10	Complnt./Pet. for Cust.	Eck, B.J. (Pro Se) v. Eck, D.J. (Pro Se)	18-1852
11	Mot for Summary Jdgmt.	Wells Fargo Bank N.A. (Kobeski) v. Matthews, D. (Pro Se)	17-1423
12	Pet. Inform. Paup.	Mattern, K.A. (Pro Se) v. Schaeffer, B.L. (Pro Se)	17-1824
13	Rule Issued	Greek, M.S., Esq. (Greek) v. Riboldi, K. (Pro Se)	16-1265
14	Cust. Count in Complnt.	Ring, T.R. (Vargo) v. Ring, H.D. (Pro Se)	18-2346
Chairman Diehl, Eileen M., Esq.			
8:30 AM			
15	Complnt./Pet. for Cust.	Gerstenberg, M. (Pro Se) v. Michell, B. (Pro Se)	18-1706
16	Cust. Count in Complnt.	McHugh, V. (Rapa) v. McHugh, C. (Kozak)	18-1592
9:30 AM			
17	Pre-Tr. Conf.	Blynn, C.A. (Tullar) v. Blynn, C.J. (Masington)	16-3037
10:30 AM			
18	Status Conf.	Mertz, D. (Sebelin) v. Mertz, S. (Shabbick)	12-0536
11:30 AM			
19	Pet./Comp. to Mod. Cust.	Robinson, D.J. (Pro Se) v. Walton, A.M. (Pro Se)	15-0247
1:00 PM			
20	Complnt./Pet. for Cust.	Bjorkman, R. (Iacobelli) v. Kahlon, C. (Rapa)	18-1994
21	Complnt./Pet. for Cust.	Brayerton, E. (Greek) v. Manno, A.J. (Pro Se)	18-2086
2:00 PM			
22	Complnt./Pet. for Cust.	Irizarry, N. (Pro Se) v. Salazar, R., Jr. (Pro Se)	18-2263
23	Pet./Comp. to Mod. Cust.	Ottman, R.R., Jr. (Pro Se) v. Eckhart, K.L. (Pro Se)	14-1120
24	Pet./Comp. to Mod. Cust.	Salas, M.A. (Pro Se) v. Demaio, T.R. (Pro Se)	14-2470

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

MALATAK, NORA L., Dec'd.

Late of Jim Thorpe.
Executrix: Candy L. Madera, 84 Sunrise Drive, Jim Thorpe, PA 18229.

Attorney: Robert S. Frycklund, Esquire, 49 East Ludlow Street, P.O. Box 190, Summit Hill, PA 18250, (570) 645-3100.

SECOND PUBLICATION

BEHLER, ANDREW D., Dec'd.

Late of Palmerton Borough.
Executrix: Elsa Ann Behler, 925 Charles St., Palmerton, PA 18071.

Attorneys: Steven H. Abel, Esquire, Law Offices of James J. Laman, LLC, 1235 Westlakes Dr., #295, Berwyn, PA 19312.

BROWN, ROBERT D., Dec'd.

Late of the Township of Kidder.

Executor: William Driscoll, 37 Tall Wood Drive, P.O. Box 2146, Albrightsville, PA 18210.
Attorneys: James A. Wimmer, Esquire, Philip & Wimmer, 419 Delaware Avenue, P.O. Box 157, Palmerton, PA 18071.

HARTMAN, MICHAEL G., Dec'd.

Late of the Borough of Lehigh-ton.

Administratrix: Elizabeth K. Hartman, 326 South First Street, Lehigh-ton, PA 18235.

Attorneys: Jason M. Rapa, Esquire, Rapa Law Office, P. C., 141 South First Street, Lehigh-ton, PA 18235.

MONGELLI, BARBARA a/k/a BARBARA A. MONGELLI, Dec'd.

Late of the Borough of Jim Thorpe.

Executors: Michael Mongelli, 920 SE 32nd Street, Cape Coral, FL 33904 and Barbara Mongelli, now known as Barbara Sauers, P.O. Box 347, Lake Harmony, PA 18624.

Attorney: Joseph J. Velitsky, Esquire, 49 East Ludlow Street, Summit Hill, PA 18250.

REHRIG, MILDRED C., Dec'd.

Late of Lehigh-ton.

Co-Executors: Scott R. Rehrig and Nina A. Rehrig.

Attorney: David M. Backenstoe, Esquire, 148 Main Street, Hellertown, PA 18055.

THIRD PUBLICATION

BAKER, PAUL A., Dec'd.

Late of the Township of East Penn.

Executrix: Brenda L. Baker, 1849 Municipal Road, Lehigh-ton, PA 18235.

Attorneys: Jason M. Rapa, Esquire, Rapa Law Office, P. C., 141 South First Street, Lehigh-ton, PA 18235.

CARPENTER, LYNWOOD G., Dec'd.

Late of the Township of Franklin.

Executrix: Cora Ann Carpenter, 1180 Main Road, Lehigh-ton, PA 18235.

Attorneys: James A. Wimmer, Esquire, Philip & Wimmer, 419 Delaware Avenue, P.O. Box 157, Palmerton, PA 18071.

DAVIS, RUTHANN a/k/a RUTH A. O'NEILL, Dec'd.

Late of the Township of Kidder.

Administrator: Howard Davis, 7 Holiday Court, P.O. Box 1662, Albrightsville, PA 18210.

Attorneys: Jenny Y.C. Cheng, Esquire, Cheng Law Offices, P.C., 314 Delaware Avenue, P.O. Box 195, Palmerton, PA 18071.

GANLY, JEAN A. a/k/a JEAN ANN GANLY, Dec'd.

Late of the Borough of Lehigh-ton.

Executrix: Marian Shellhamer 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 Associates LLC, 2551 Baglyos Circle, Suite A-14, Bethlehem, PA 18020.

REGISTER OF WILLS

BROWN, PHYLISS K.; Lehigh-ton, PA; Will; R. Nicholas Nanovic, Esquire (Lehigh County).

HAYDT, IRENE L.; Lehigh-ton, PA; Will; Matthew G. Schnell, Esquire.

SMITH, THOMAS A. a/k/a THOMASSMITH; Palmerton, PA; Admn.; Gretchen Marsh Weitzmann, Esquire (Monroe County).

ZELLER, LEE C.; Lehigh-ton, PA; Will; Cynthia Dyrda-Hatton, Esquire.

Aug. 31

SUITS BEGUN

The plaintiff's name appears first, followed by the name of the defendant, the case number, the nature of the suit, the name of the plaintiff's attorney, and the date the suit was filed.

BANK OF AMERICA N.A.; Carlos Davila, Jr.; Amanda Steigerwalt; 18-2399; Mortgage Foreclosure; Jacob M. Ottley, Esquire; 08/17/18.

CARBON COUNTY LAW JOURNAL

- BANK OF AMERICA N.A.; Richard D. Hernandez; 18-2403; Civil Action; Joel M. Flink, Esquire; 08/20/19.
- BANK OF NEW YORK MELLON f/k/a BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF CWABS INC. ET AL.; James Cole; 18-2467; Mortgage Foreclosure; Patrick J. Wesner, Esquire; 08/23/18.
- BAYVIEW LOAN SERVICING LLC; Teresa C. Hannon n/k/a Teresa Irwin; 18/2484; Mortgage Foreclosure; Roger Fay, Esquire; 08/23/18.
- BEST, ELLEN NORMA; Gustavo Rosario, Jr.; 18-2453; Protect/Abuse; Pro Se; 08/21/18.
- BLACK, JANINA THERESA; Alicia Ann Mansberry; 18-2451; Protect/Abuse; Pro Se; 08/21/18.
- BRYANT, TIFFANY; Scott Fenstermaker, Jr.; 18-2469; Custody; Pro Se; 08/23/18.
- CURCIO, LAURA B.; Matk Curcio; 18-2409; Protect/Abuse; Pro Se; 08/20/18.
- DELEON, AMANDA ANN; Raymond Candelario Deleon; 18-2398; Divorce; Douglas Earl, Esquire; 08/17/18.
- DIEHL, SPENER; Commonwealth of Pennsylvania Department of Transportation; 18-2400; License Appeal; Pro Se; 08/17/18.
- DISCOVER BANK; Samantha L. Ealey; 18-2404; Civil Action; Matthew W. Pomy; 08/20/18.
- DOYLE, MICHELLE LYNN; Shawn M. Fisher; 18-2466; Protect/Abuse; Pro Se; 08/22/18.
- FIRST NATIONAL BANK OF OMAHA; George Cope; 18-2455; Civil Action; Amy F. Doyle; 08/22/18.
- FIRST NATIONAL BANK OF OMAHA; Patrick E. Gallagher; 18-2405; Civil Action; Amy F. Doyle, Esquire; 08/20/18.
- HUSAR, PAULA; KENNETH HUSAR; Palmerton Area School District; Scot Engler, Clarence Myers; Sue Debski; Barry Scherer et al.; 18-2482; Civil Action; Mark W. Bufalino, Esquire; 08/23/18.
- KIRCHNER, MICHAEL G.; Theresa M. Mhley; 18-2454; Protect/Abuse; Pro Se; 08/22/18.
- LEISURE, RACHEL; Stefone Leisure, Sr.; 18-2397; Custody; Pro Se; 08/16/18.
- LOCHER-HORN, TAMMY; Daniel Horn; 18-2446; Divorce; Lance Gordon, Esquire; 08/21/18.
- McFETRIDGE, CHRISTINA; Commonwealth of Pennsylvania Department of Transportation; 18-2431; License Appeal; Pro Se; 08/20/18.
- McLAUGHLIN, MAUREEN B.; Steven Abendschein; 18-2481; Protect/Abuse; Pro Se; 08/23/18.
- MHLEY, THERESA; Michael Kirchner; 18-2449; Protect/Abuse; Pro Se; 08/21/18.

- PENNSYLVANIA STATE EMPLOYEES CREDIT UNION; William Joseph Dempsey; 18-2406; Civil Action; Matthew D. Urban, Esquire; 08/20/18.
- PETITION FOR NAME CHANGE OF X. A. T. (M.) BY JESSICA L. SEDIVA; 18-2461; Name Change; Michael S. Greek, Esquire; 08/22/18.
- PORTFOLIO RECOVERY ASSOCIATES LLC ASSIGNEE OF CAPITAL ONE BANK USA N.A.; Roy W. Good; 18-2448; Civil Action; Christopher A. Titus, Esquire; 08/21/18.
- PROVENZANO, MICHAEL & SUSAN; Peter Napoli; 18-2411; DJ Appeal; Pro Se; 08/20/18.
- RINGLER, KAYLA ELIZABETH; Dennis Allan Ringler; 18-2479; Protect/Abuse; Pro Se; 08/23/18.
- RINGLER, KELLY; Denis Ringler; 18-2478; Custody; Pro Se; 08/23/18.
- ROMANO, JACQUELINE; Walmart Inc. and/or Walmart Stores East Inc.; Walmart Stores East LP & Walmart Stores Inc.; 18-2428; Civil Action; Salvatore Vito, Esquire; 08/20/18.
- STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY; Christian K. Supino; 18-2470; Civil Action; Travis L. McElhaney, Esquire; 08/23/18.
- U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR SPECIALTY UNDERWRITING ET AL.; Frank Prestigiacomio; Roseann Prestigiacomio; 18-2463; Mortgage Foreclosure; Cristina Lynn Connor; 08/22/18.
- WAGNER, JOCELYN MARIE; Alicia Ann Mansberry; 18-2452; Protect/Abuse; Pro Se; 08/21/18.
- WAYDA, MELISSA E.; Peter G. Wayda, Jr.; 18-2462; Custody; Pro Se; 08/22/18.
- ZIELINSKI, ELAINE IRENE; Joseph Andrew Zielinski; 18-2450; Divorce; Kim Roberti, Esquire; 08/21/18.
- WILMINGTON SAVINGS FUND SOCIETY FSB d/b/a CHRISTIANA TRUST; Maryann T. Budusky a/k/a Maryann Brahl; 18-2483; Mortgage Foreclosure; Bernadette Irace, Esquire; 08/23/18.

Aug. 31

JUDGMENT INDEX REPORT

The information contained herein is listed in the following order: (1) party against whom judgment was entered; (2) party for whom judgment was entered; (3) docket number; (4) date of entry; and (5) amount. Subsequent entries and filings, including appeals and satisfactions, may not be reported herein and may affect the lien status of any entry.

CARBON COUNTY LAW JOURNAL

- ALFEO, ANTONIO; DANIELLE ALFEO; Panther Valley School District; 18-2459; 08/22/18; \$1,473.73
- ANDREAS, VIRGINIA M.; Lehigh Area School District; 18-2438; 08/20/18; \$3,976.03
- ANDREAS, VIRGINIA M.; Lehigh Area School District; 18-2439; 08/20/18; \$3,975.87
- ANDREAS, VIRGINIA M.; Lehigh Area School District; 18-2440; 08/20/18; \$3,692.73
- ASHLEY, PATRICIA; Portfolio Recovery Associates LLC; 18-2464; 08/22/18; \$1,066.13
- ASHLEY, PATRICIA; Portfolio Recovery Associates LLC; 18-2465; 08/22/18; \$1,052.03
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2418; 08/20/18; \$310.30
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2419; 08/20/18; \$310.30
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2420; 08/20/18; \$310.30
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2421; 08/20/18; \$310.30
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2422; 08/20/18; \$310.30
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2423; 08/20/18; \$310.30
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2424; 08/20/18; \$310.30
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2425; 08/20/18; \$310.30
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2426; 08/20/18; \$310.30
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2427; 08/20/18; \$310.30
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2429; 08/20/18; \$310.30

CARBON COUNTY LAW JOURNAL

- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2430; 08/20/18; \$310.30
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2432; 08/20/18; \$310.30
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2433; 08/20/18; \$310.30
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2434; 08/20/18; \$310.30
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2435; 08/20/18; \$310.30
- BULLARD, NANCY L., ADMINISTRATRIX OF THE ESTATE OF CURTIS D. HOFFMAN; Lehigh Area School District; 18-2436; 08/20/18; \$310.30
- DIXON, HENRY; Panther Valley School District; 18-2458; 08/22/18; \$1,150.47
- DOBRIN, SCOTT S.; Panther Valley School District; 18244; 08/20/18; \$1,362.50
- FOLLIN, HERBERT T., ANGE- LA DOUCETTE; Panther Val- ley School District; 18-2445; 08/20/18; \$1,139.18
- GAGLIANOSPIZZA, LLC; Com- monwealth of Pennsylvania Department of Revenue; 18- 2471; 08/23/18; \$2,495.33
- GREENAWALT, DARYL L.; Panther Valley School Dis- trict; 18-2443; 08/20/18; \$1,404.21
- KEPLER, DANIEL E.; Common- wealth of Pennsylvania De- partment of Revenue; 18-2476; 08/23/18; \$2,032.37
- KRAFT, MICHAEL; ANNA KRAFT; Panther Valley School District; 18-2442; 08/ 20/18; \$1,647.54
- LAMSIFER, ANNY; Panther Val- ley School District; 18-2437; 08/20/18; \$1,239.77
- MARTINEZ, MARIO; Panther Valley School District; 18- 2457; 08/22/18; \$1,428.55
- MARTONYAK, ROSEMARIE A.; Panther Valley Schook District; 18-2436; 08/20/18; \$3,654.67
- PERNO, MICHAEL T., III; Pan- ther Valley School District; 18-2441; 08/20/18; \$1,263.43
- REED, DENNIS K., Jr.; Common- wealth of Pennsylvania De- partment of Revenue; 18-2473; 08/23/18
- REESER, BRIAN; Midland Fund- ing LLC; 18-2410; 08/20/18; \$923.02

CARBON COUNTY LAW JOURNAL

- ROLDAN, DIANE; GEORGIA ROLDAN; Panther Valley School District; 18-2415; 08/20/18; \$1,727.48
- RVFM 13 SERIES LLC; Panther Valley School District; 18-2416; 08/20/18; \$1,313.83
- SARNELLI, GIANPAOLO; Midland Funding LLC; 18-2412; 08/20/18; \$1,500.15
- SARNO, JOHN; VICTORIA SARNO; Pocono Mountain Lake Association; 18-2468; 08/23/18; \$2,218.25
- SILVONEK, LISA; Commonwealth of Pennsylvania Department of Revenue; 18-2475; 08/23/18; \$827.60
- STAPLES SHAWN M.; Commonwealth of Pennsylvania Department of Revenue; 18-2472; 08/23/18; \$3,723.66
- TOCI, MARTA; Lehigh Area School District; 18-2417; 08/20/18; \$916.54
- VANARKADI, BABYFELIX; Panther Valley School District; 18-2456; 08/22/18; \$994.05
- WILLIAMS, ROBERT L., JR., CHARISSE WILLIAMS; Commonwealth of Pennsylvania Department of Revenue; 18-2477; 08/23/18; \$2,355.96
- YOST, KERRI; United States Internal Revenue Service; 18-2408; 08/20/18; \$41,928.64
- YOST, RYAN; United States Internal Revenue Service; 18-2407; 08/20/18; \$41,928.64
- ZAYCO CONSTRUCTION INC.; Commonwealth of Pennsylvania Department of Revenue; 18-2474; 08/23/18; \$1,353.38
- ZIEGENFUS, NORA; Midland Funding LLC; 18-2413; 08/20/18; \$1,149.29
- ZIMMERMAN, ROBERT; Midland Funding LLC; 18-2414; 08/20/18; \$6,437.28

Aug. 31

PUBLIC NOTICE

**NOTICE OF CONFIRMATION
OF FIDUCIARIES'
ACCOUNTS**

To all claimants, beneficiaries, heirs, next-of-kin, and all other parties in interest:

NOTICE IS HEREBY GIVEN that the following named fiduciaries of the respective estates designated below have filed their Accounts and Statements of Proposed Distribution in the office of the Register of Wills in and for the County of Carbon, Pennsylvania, and the same will be presented to the Orphans' Court Division, Courtroom No. 1, Carbon County Courthouse, Jim Thorpe, Pennsylvania, on October 1, 2018 for confirmation. All objections must be filed in writing in the office of the Clerk of Orphans' Court Division, Court of Common Pleas, Jim Thorpe, Pennsylvania, prior to the foregoing stated date and time: 9:00 A.M.

CARBON COUNTY LAW JOURNAL

ESTATE; Fiduciary; Attorney
GEORGE O. PATON a/k/a
GEORGE O. PATON, SR., Dec'd.;
Carole F. Paton, Administratrix
CTA; Cynthia Dyrda-Hatton,
Esq.

JOSEPH V. REMMEL, Dec'd.;
Mauch Chunk Trust, Trustee;
James R. Nanovic, Esq.

JEAN A. PAPAY
Register of Wills &
Clerk of Orphans' Court
Carbon County, PA
Aug. 24, 31

**NOTICE OF LIMITED
LIABILITY COMPANY**

NOTICE IS HEREBY GIVEN
that a Certificate of Organization
for a Domestic Limited Liability
Company has been filed with the

Corporation Bureau of the Penn-
sylvania Department of State on
or about August 3, 2018, for the
purpose of creating a limited li-
ability company pursuant to the
provisions of the Pennsylvania
Limited Liability Company Law
of 1994, 15 Pa. C.S.A. §8901 et
seq.

The name of the limited liabil-
ity company is:

GOING DUTCH, LLC
Kim M. Gillen, Esquire
Strubinger Law, P.C.
505 Delaware Avenue
P.O. Box 158
Palmerton, PA 18071
(610) 826-7678
(610) 826-5300 (FAX)

Aug. 31

CARBON COUNTY LAW JOURNAL

COMMON PLEAS OF CARBON COUNTY
SHERIFF'S SALE OF VALUABLE REAL ESTATE
Sheriff's Office, Courthouse Building, Jim Thorpe, PA

SHERIFF'S NOTICE: The Sheriff shall not be liable for loss or damage to the premises sold resulting from any cause whatsoever and makes no representation or warranty regarding the condition of the premises.

Notice is hereby given and directed to all parties in interest and claimants that a Schedule of Distribution will be filed by the Sheriff on September 24, 2018 and that distribution will be made in accordance with that Schedule unless exceptions are filed thereto within ten (10) days thereafter.

ANTHONY C. HARVILLA
Sheriff, County of Carbon
www.carboncountysheriff.com
Aug. 24, 31; Sept. 7

Sale of the real estate described below shall be held on Friday, September 14, 2018 at 11:00 a.m. at the Carbon County Courthouse.

SALE #1

Writ of Execution No.: 18-0999.

Property Address: 12 Race Street, Jim Thorpe, PA 18229.

Location: Jim Thorpe Borough.

Improvements: Building structure.

Defendant: American Logistics Group, LLC.

SALE #2

Writ of Execution No.: 18-1144.

Property Address: 143 Alum Street, Lehighton, PA 18235.

Location: Borough of Lehighton.

Improvements: Residential dwelling.

Defendants: Carol J. Andrejczik and Linda L. Fuentes.

SALE #3

Writ of Execution No.: 16-3390.

Property Address: 380 W. Snyder Avenue, Lansford, PA 18232.

Location: Borough of Lansford.

Improvements: Twin (half-double) 2 story frame.

Defendant: Adam Banks.

SALE #4

Writ of Execution No.: 16-3655.

Property Address: 376 W. Snyder Avenue, Lansford, PA 18232.

Location: Borough of Lansford.

Improvements: Residential duplex.

Defendant: Solomon J. Banks.

CARBON COUNTY LAW JOURNAL

SALE #5

Writ of Execution No.: 16-1496.

Property Address: 327 W. Water Street, Lansford, PA 18232.

Location: Borough of Lansford.

Improvements: Two story frame (conventional).

Defendant: Christine Bittner.

SALE #6

Writ of Execution No.: 15-1869.

Property Address: 11 Cedar Street, Nesquehoning, PA 18240.

Location: Borough of Nesquehoning.

Improvements: Unknown.

Defendant: Broadway Properties, L.L.C.

SALE #7

Writ of Execution No.: 15-1870.

Property Address: 602 E. Front Street, Lansford, PA 18232.

Location: Borough of Lansford.

Improvements: Twin (half-double) 2 story frame.

Defendant: Broadway Properties, L.L.C.

SALE #8

Writ of Execution No.: 17-1036.

Property Address: 53 Woodland Road, Albrightsville, PA 18210-3834.

Location: Penn Forest Township.

Improvements: Residential dwelling.

Defendants: Matelin J. Dawkins and Sintora M. Bullock-Dawkins.

SALE #9

Writ of Execution No.: 17-2709.

Property Address: 813 Delaware Avenue, Palmerton, PA 18071-2006.

Location: Borough of Palmerton.

Improvements: Residential dwelling.

Defendants: Jeffrey S. Dixon and Stephanie A. Dixon.

SALE #10

Writ of Execution No.: 14-1618.

Property Address: 251 W. Patterson Street, Lansford, PA 18232.

Location: Borough of Lansford.

Improvements: Twin (half-double) 2 story frame.

Defendant: Justin P. Dunn.

SALE #11

Writ of Execution No.: 15-1940.

Property Address: 11 E. High Street, Nesquehoning, PA 18240.

Location: Borough of Nesquehoning.

Improvements: Twin (half-double) 2 story frame.

Defendant: Jason J. Gombert.

CARBON COUNTY LAW JOURNAL

SALE #12

Writ of Execution No.: 13-2270.

Property Address: 1385 Buck Mountain Road, Weatherly, PA 18255.

Location: Township of Lausanne.

Improvements: Residential dwelling.

Defendants: Mary Tina A. Gurnari and James Koloski.

SALE #13

Writ of Execution No.: 18-1215.

Property Address: 75 Oak Ridge Drive, Albrightsville, PA 18210.

Location: Partly in the Township of Polk, Monroe County and partly in the Township of Penn Forest.

Improvements: Unknown.

Defendant: Robert Kosko.

SALE #14

Writ of Execution No.: 16-3029.

Property Address: 227-229 White Street, Weissport, PA 18235.

Location: Borough of Weissport.

Improvements: Two family dwelling.

Defendant: Roberta K. Kunkle.

SALE #15

Writ of Execution No.: 14-1674.

Property Address: 308 E. Bertsch Street, Lansford, PA 18232.

Location: Borough of Lansford.

Improvements: Residential duplex.

Defendant: Janice Levan.

SALE #16

Writ of Execution No.: 18-0964.

Property Address: 205 Pine Cove Court, Lehighton, PA 18235.

Location: Franklin Township.

Improvements: Residential dwelling.

Defendants: Michael T. Lucas and Sandra Marie Lucas.

SALE #17

Writ of Execution No.: 18-1283.

Property Address: 106 Lenape Trail, Albrightsville, PA 18210.

Location: Township of Penn Forest.

Improvements: Residential dwelling.

Defendant: Gail Marotto a/k/a Gail M. Marotto.

SALE #18

Writ of Execution No.: 18-1104.

Property Address: 2586 Buck Mountain Road, Weatherly, PA 18255.

Location: Lausanne Township.

Improvements: Unknown.

Defendants: Vernon S. Parsons and Sherry L. Betsock-Parsons.

—————
SALE #19

Writ of Execution No.: 15-1656.

Property Address: 340 W. Kline Avenue, Lansford, PA 18232.

Location: Borough of Lansford.

Improvements: Residential row house.

Defendants: Michael R. Peake and Robin Peake.

—————
SALE #20

Writ of Execution No.: 15-1659.

Property Address: 340 1/2 W. Kline Avenue, Lansford, PA 18232.

Location: Borough of Lansford.

Improvements: Row.

Defendants: Michael R. Peake and Robin E. Peake.

—————
SALE #21

Writ of Execution No.: 15-1680.

Property Address: 343 W. Kline Avenue, Lansford, PA 18232.

Location: Borough of Lansford.

Improvements: Twin (half-double) 2 story frame.

Defendants: Michael R. Peake and Robin E. Peake.

SALE #22

Writ of Execution No.: 17-2300.

Property Address: 606 K-2 Sycamore Circle a/k/a 104 Sycamore Circle, Albrightsville, PA 18210.

Location: Township of Penn Forest.

Improvements: Residential dwelling.

Defendant: Betty Mae V. Planer.

—————
SALE #23

Writ of Execution No.: 17-0079.

Property Address: 119 W. Ridge Street, Nesquehoning, PA 18240.

Location: Borough of Nesquehoning.

Improvements: Two story frame (conventional).

Defendants: Diane Roldan and Georgia Roldan.

—————
SALE #24

Writ of Execution No.: 15-2731.

Property Address: 253 E. Abbott Street, Lansford, PA 18232.

Location: Borough of Lansford.

Improvements: Residential duplex.

Defendant: Kimberly Anne Rossi.

—————
SALE #25

Writ of Execution No.: 18-1102.

CARBON COUNTY LAW JOURNAL

Property Address: 201 Buckhill Rd., Albrightsville a/k/a Albrightsville, PA 18210.

Location: Township of Penn Forest.

Improvements: Residential dwelling.

Defendants: Michael D. Rossi and Julie P. Rossi.

SALE #26

Writ of Execution No.: 18-1241.

Property Address: 83 Bluebell Lane a/k/a 131 Bluebell Lane, Jim Thorpe, PA 18229-2608.

Location: Penn Forest Township.

Improvements: Residential dwelling.

Defendant: Susan D. Schwentner.

SALE #27

Writ of Execution No.: 18-1155.

Property Address: 555 West Tenth Street, Jim Thorpe, PA 18229.

Location: Jim Thorpe Borough.

Improvements: Residential dwelling.

Defendants: Gerald F. Strubinger and Karen J. Strubinger.

SALE #28

Writ of Execution No.: 18-0715.

Property Address: 740 Station Street, Lehighton, PA 18235.

Location: Township of Towa-
mensing.

Improvements: Unknown.

Defendants: Kelly B. Warner and Eric M. Warner.

DEEDS

The name of the grantor appears first, followed by name of grantee, location of premises, amount of consideration, and date of recording.

SHERIFF OF CARBON COUNTY, Federal Home Loan Mort. Corp., Penn For., \$1,027.96, 03/27/18

McARDLE, DONALD P., Berk, Adam T., J. Thorpe, \$1.00, 03/27/18

PALMERI, VERONICA, Clemson, Joseph J., Penn For., \$1.00, 03/27/18

FEDERAL NTL. MORT. ASSN., Smaczylo, Christine M., Penn For., \$42,500.00, 03/27/18

SHEEDY, JUDY, O'Connor, Timothy J., Penn For., \$1.00, 03/27/18

GRONER, SHELDON L., II, Pryor, William T., Penn For., \$1.00, 03/27/18

STUMP, EARL, Stump, Amanda, Kidder, \$1.00, 03/27/18

PASCUAL, MIGUEL, JR., Cuesta, Marc J., Kidder, \$325,000.00, 03/28/18

HEANEY, DANIEL J., Kemmerer, Troy A., Nesq., \$114,900.00, 03/28/18

MOKES, RYAN, Sweeny, Richard, Weathrly., \$75,000.00, 03/28/18

sentencing in Carbon County and without having first addressed the issue with the sentencing courts in Northampton and Lehigh Counties can only create havoc.¹¹

CONCLUSION

In accordance with the foregoing, because Defendant was entitled to no additional credit at the time of his sentencing in Carbon County on September 19, 2017, our order dated January 29, 2018 denying Defendant's Motion to Reconsider and/or Modify his sentence was properly entered.

¹¹Parenthetically, we note that Defendant's Motion to Reconsider and/or Modify the sentences he received in Northampton and Lehigh Counties were both filed beyond the ten-day time period permitted to file a post-sentence motion to modify a sentence. See Pa. R.Crim.P. 720(A)(1), (B)(1)(c). Additionally, even though we understand the court in Northampton County granted Defendant's motion nunc pro tunc, because the sentence modified was consecutive to a state sentence, we are uncertain how the trial court was able to grant parole. See Commonwealth v. Ford-Bey, 404 Pa. Super. 281, 284-85, 590 A.2d 782, 784 (1991) (holding that consecutive sentences automatically aggregate and where the total aggregated sentence exceeds two years in a state correctional institution, the exclusive power to parole a defendant is vested in the State Board of Probation and Parole; a trial judge's grant of parole under these circumstances is void ab initio).

PENNSYLVANIA STATE EMPLOYEES CREDIT UNION Plaintiff vs. JEFFREY J. MEHLIG, Defendant

*Civil Law—Motor Vehicle Sales Finance Act (MVSFA)—
Uniform Commercial Code (UCC)—Repossession and Resale of
Motor Vehicle—Notice of Possession and Right to Redeem—Notice of
Intent to Sell at Private Sale—Deficiency Judgment Hearing—Failure
to Prove Whether Disposition Made at Public or Private Sale—
Failure to Prove Whether Sale Complied With Notice Requirements
of the UCC—UCC Requirement That All Aspects of Disposition
(Including Notice of Sale) Be Commercially Reasonable—Rebuttable
Presumption That Value of Vehicle Equals the Indebtedness Secured
When Commercial Reasonableness of Sale Not Proven—Presumption
Rebutted by Direct Proof of Vehicle's Value*

1. The notice requirements and procedures of both the MVSFA and the UCC apply in cases of repossession and resale after default on a motor vehicle installment sale contract.
2. Pursuant to the UCC, every aspect of the disposition of a motor vehicle, including the method, manner, time, place and terms must be commercially reasonable.
3. Under the UCC, if the sale of a repossessed motor vehicle is to be made at a public sale, written notice of the time and place of the public sale must be provided to the debtor in advance of the sale. For a private sale, neither the MVSFA nor the UCC requires advance written notice to the debtor of the time and place of the sale.

4. When the debtor puts in issue the commercial reasonableness of a sale, the burden of proof is upon the secured party seeking a deficiency judgment to show either that the sale was conducted in strict accordance with the provisions of the UCC or that under the totality of the circumstances the disposition of the motor vehicle was commercially reasonable.

5. If the secured party fails to meet its burden of proving either that the disposition of a motor vehicle was in accordance with the provisions of the UCC or was otherwise commercially reasonable, a presumption exists that the value of the motor vehicle equaled the indebtedness secured, thereby extinguishing the indebtedness and foreclosing the entry of a deficiency judgment unless the secured party rebuts the presumption.

6. Where, after repossession of a motor vehicle, the secured party properly notifies a debtor of its intent to sell the vehicle at a private sale, but fails at the time of hearing on its claim for the entry of a deficiency judgment to prove that the disposition of the vehicle was in fact made at a private sale, the secured party has failed to meet its burden of proving that the disposition of the motor vehicle was conducted in accordance with the provisions of the UCC and, therefore, was commercially reasonable **per se**.

7. Notwithstanding a secured party's failure to prove that the sale of a motor vehicle was commercially reasonable—either by proving strict compliance with the provisions of the UCC or by independent evidence of the commercial reasonableness of the sale—credible proof by the secured party that the actual value of the motor vehicle was in fact equal to the amount it received at the time of sale is sufficient to rebut the presumption that the value of the vehicle was equal to the amount of the indebtedness owed, thereby entitling the secured party to a deficiency judgment in an amount equal to the difference between the unpaid indebtedness and the amount received by the secured party on resale of the vehicle.

NO. 16-0177

MATTHEW D. URBAN, Esquire—Counsel for the Plaintiff.

CYNTHIA S. YURCHAK, Esquire—Counsel for the Defendant.

MEMORANDUM OPINION

NANOVIC, P.J.—June 19, 2018

Following the repossession and resale of Defendant Jeffrey J. Mehlig's motor vehicle in which the Plaintiff, Pennsylvania State Employees Credit Union, held a security interest, Plaintiff seeks in these proceedings the entry of a deficiency judgment against Defendant for the balance remaining due on Defendant's installment sale purchase of the vehicle. Whether Plaintiff is barred from obtaining a deficiency judgment for its failure to comply with the notice provisions of the Motor Vehicle Sales Finance Act and Uniform Commercial Code applicable to the repossession and resale of Defendant's vehicle after default on the underlying motor vehicle installment sale contract, or more precisely, its failure to prove compliance with these provisions, is at issue.

PROCEDURAL AND FACTUAL BACKGROUND

On December 26, 2011, Defendant purchased a 2010 Dodge Challenger from Outton County Chrysler in Hamburg, Pennsylvania. At the same time, Defendant executed a motor vehicle installment sale contract with Outton County Chrysler as the seller and himself as buyer. Pursuant to this installment sale contract, Defendant was to make eighty-four installment payments of \$477.72 each with the first payment due on February 9, 2012. (Plaintiff Exhibit No. 3.) The installment sale contract was assigned to the Plaintiff, Pennsylvania State Employees Credit Union, on the same date.

Defendant defaulted on his installment payments on or about February 9, 2013. (Plaintiff Exhibit No. 5.) In consequence, Defendant's vehicle was repossessed on April 14, 2013 by Richard & Associates, Inc. and a notice of repossession and right to redeem was sent to Defendant on the following day by certified and first-class mail. (Plaintiff Exhibit Nos. 5, 7.) The certified mail was accepted by Defendant on April 17, 2013. Pursuant to the notice of repossession and right to redeem, Defendant was advised that the total cost to redeem was \$28,659.94 and that the car would be sold at a private sale sometime after April 30, 2013. (Plaintiff Exhibit No. 5.)

Defendant's vehicle was sold to King Auto Sales, Inc. at the Harrisburg Auto Auction on June 6, 2013 for \$17,900.00. (Plaintiff Exhibit No. 8.) Defendant was advised of this sale by letter dated June 13, 2013, which letter further advised Defendant that with credit for the \$17,900.00 purchase price, there was an outstanding balance still owed of \$10,588.94, which if not paid by June 23, 2013 could result in legal action. (Plaintiff Exhibit No. 9.) The unpaid balance included a repossession fee of \$425.00 and an auction fee of \$254.00.

Plaintiff commenced suit against Defendant with the filing of a complaint for the unpaid balance on January 29, 2016. An amended complaint was filed on August 12, 2016. In his answer and new matter to the amended complaint, Defendant averred, **inter alia**, that Plaintiff's actions violated the consumer credit and debt collection laws, both state and federal. (New Matter, paragraph 26.)¹ A non-jury trial was held on October 23, 2017.

¹Defendant has made no claim for compensatory or statutory damages for any irregularities in the repossession or resale of his vehicle. See 13 Pa. C.S.A. §§9625(b), (c).

DISCUSSION

At trial, Plaintiff proved and we accepted that the unpaid principal balance on Defendant's loan as of the date of default was \$27,809.94; that the repossession and auction fees of \$425.00 and \$254.00, respectively, were billed to Plaintiff and paid by Plaintiff; and that the purchase price of Defendant's vehicle at the auction held on June 6, 2013 was \$17,900.00, leaving a deficiency balance of \$10,588.94. (Plaintiff Exhibit Nos. 4, 6, 8, 9.) We also accepted that the Motor Vehicle Installment Sale Contract dated December 26, 2011 was assigned to Plaintiff, that Defendant made payments under this contract to Plaintiff, that Plaintiff sent Defendant timely notice of the repossession and right to redeem by certified and first-class mail on April 15, 2013, and that notice of the sale of the vehicle on June 13, 2013, within one week of the sale held on June 6, 2013, was sent to Defendant. (Plaintiff Exhibit Nos. 5, 9.) Additionally, we find that it is the provisions of the Motor Vehicle Sales Finance Act (MVSFA), in particular, Sections 23 and 27 of that Act (69 P.S. §§623, 627), repealed effective as of December 1, 2014, rather than the provisions of Chapter 62, Title 12 of Purdon's, in particular, 12 Pa. C.S.A. §§6251-6261, effective December 1, 2014, which apply to these proceedings. **See Strobback v. Camaioni**, 449 Pa. Super. 395, 401, 674 A.2d 257, 260 (1996) ("Only where no substantive right or contractual obligation is involved may a subsequently enacted statute be applied to a condition existing on its effective date where the condition results from events occurring prior to the effective date of the statute."), **appeal denied**, 545 Pa. 674, 682 A.2d 306 (1996).

Where we disagree with Plaintiff is whether Plaintiff met its burden at trial of establishing that the sale of Defendant's vehicle at the Harrisburg Auto Auction on June 6, 2013 was at a private sale. In **Industrial Valley Bank and Trust Co. v. Nash**, 349 Pa. Super. 27, 502 A.2d 1254 (Pa. Super. 1985), the Pennsylvania Superior Court held that the notice requirements and procedures of both the MVSFA and the Pennsylvania Uniform Commercial Code (UCC), 13 Pa. C.S.A. §9601 **et seq.** (governing the rights and obligations of a secured party following a debtor's default with respect to the disposition of collateral), apply in cases of repossession and resale after default on a motor vehicle installment sale contract. Whereas the MVSFA requires only that the notice advise

the buyer of the holder's intent to resell the vehicle at the expiration of fifteen days from the date of mailing the notice of repossession, making no distinction between a private or public sale, under the UCC, if the sale is a public sale, the notice must state the "time and place" of the public sale. 69 P.S. §623D; 13 Pa. C.S.A. §§9610(b), 9614.² Here, the April 15, 2013 notice of repossession and right to redeem sent to Defendant gave the required information about the resale of Defendant's vehicle for a private sale, however, whether the sale of Defendant's vehicle which occurred on June 6, 2013 at the Harrisburg Auto Auction was in fact a private sale was never established.

"The Uniform Commercial Code confers upon a secured party the right, upon default, to dispose of collateral by sale or lease ...

²The MVSFA at 69 P.S. §623(D) provides:

D. When repossession of a motor vehicle, which is the subject of an installment sale contract, is effected otherwise than by legal process, the holder shall immediately furnish the buyer with a written 'notice of repossession' delivered in person, or sent by registered or certified mail directed to the last known address of the buyer. Such notice shall set forth the buyer's right as to reinstatement of the contract, if the holder extends the privilege of reinstatement and redemption of the motor vehicle, shall contain an itemized statement of the total amount required to redeem the motor vehicle by reinstatement or payment of the contract in full, shall give notice to the buyer of the holder's intent to re-sell the motor vehicle at the expiration of fifteen (15) days from the date of mailing such notice, shall disclose the place at which the motor vehicle is stored, and shall designate the name and address of the person to whom the buyer shall make payment, or upon whom he may serve notice.

The applicable section of the Uniform Commercial Code relating to the contents and form of notification before disposition of collateral in a consumer goods transaction states in pertinent part:

- (1) The contents of a notification of disposition are sufficient if the notification:
- (i) describes the debtor and the secured party;
 - (ii) describes the collateral which is the subject of the intended disposition;
 - (iii) states the method of intended disposition;
 - (iv) states that the debtor is entitled to an accounting of the unpaid indebtedness and states the charge, if any, for an accounting; and
 - (v) states the time and place of a public disposition or the time after which any other disposition is to be made.

13 Pa. C.S.A. §9614(1)(i) (Contents and form of notification before disposition of collateral: consumer-goods transaction), incorporating by reference 13 Pa. C.S.A. §9613(1).

subject to the requirement that ‘every aspect of the disposition, including the method, manner, time, place and terms must be **commercially reasonable.**’” **Savoy v. Beneficial Consumer Discount Company**, 503 Pa. 74, 77, 468 A.2d 465, 467 (1983) (citing 13 Pa. C.S.A. §9504(c) (repealed 2001) (current version at 13 Pa. C.S.A. §9610(b)). When the debtor questions the commercial reasonableness of a sale, the burden of proof is upon the secured party seeking a deficiency judgment to establish the regularity of the sale and “to show that, under the totality of circumstances, the disposition of collateral was commercially reasonable.” **Id.** (relating to an unadvertised private sale); **Nash, supra** at 43, 502 A.2d at 1263 (relating to a public auction); **see also, Turner v. National Bank of Olyphant**, 9 D. & C.4th 614, 618 (Lack. Co. 1991) (holding that failure to give proper notice in accordance with the provisions of the UCC of a resale of collateral following default is subsumed within the requirement of the UCC that all aspects of the disposition be commercially reasonable); **In re Massaquoi**, 412 B.R. 702, 710 (Bankr. E.D. Pa. 2008) (noting that the purpose behind adequate notice is to ensure a commercially reasonable sale). If the secured party fails to meet this burden, a presumption exists that “the value of the collateral equaled the indebtedness secured, thereby extinguishing the indebtedness unless the secured party rebuts the presumption.” **Savoy, supra** at 78, 468 A.2d at 467.

Because the vehicle which is the subject of these proceedings was used or bought by Defendant for use primarily for personal, family or household purposes, it meets the definition of “consumer goods” in the UCC. **See** 13 Pa. C.S.A. §9102 (Definitions). The pre-disposition notice Plaintiff sent Defendant after the vehicle was repossessed complied with the requirements of both the MVFRA and UCC for the “intended” disposition of a consumer good at a private sale. 69 P.S. §623D; 13 Pa. C.S.A. §§9613(1), 9614. However, in his pleadings and at trial, Defendant contended, **inter alia**, that whether this notice was proper was never proven “because [Plaintiff] failed to enter any evidence as to the type of sale actually conducted.” **See, e.g.**, Defendant’s Post-Trial Memorandum, p. 5.

When the debtor puts in issue whether the collection, enforcement, disposition or acceptance of collateral was conducted in accordance with the provisions of the UCC, the burden is on the secured party to show compliance. **Savoy, supra** at 77, 468 A.2d

at 467 and 13 Pa. C.S.A. §9626(b); **cf.** 13 Pa. C.S.A. §9626(a)(1), (2) (applicable to transactions other than a consumer transaction). Consequently, since the pre-disposition notice did not comply with the requirements of the UCC for a public sale—Defendant not being advised of the time and place of the sale—we must consider whether the evidence at trial established that the sale of Defendant’s vehicle at the Harrisburg Auto Auction qualifies as a private sale.

In **Coy v. Ford Motor Credit Company**, 422 Pa. Super. 76, 618 A.2d 1024 (1993), the notice of repossession and right to redeem sent by the assignee of a retail sales installment contract for the purchase of a Ford truck, after the truck was repossessed, informed the buyer that after fifteen days the truck would be sold at a private sale. The truck was subsequently sold at the Ebensburg Auto Auction and the question before the Superior Court was whether the sale of the buyer’s vehicle at this auction qualified as a private sale. In holding that it did, the evidence of record established that the time and place of the sale of the repossessed truck was not advertised to the general public, that only automobile dealers were permitted to attend the Ebensburg Auto Auction, and that the auction was open exclusively to automobile dealers.

In the instant case, no evidence was presented as to the nature of the Harrisburg Auto Auction or manner in which it was conducted from which we can determine whether the sale of Defendant’s vehicle at this auction was a private sale. Having failed to meet its burden of proving that this was a private and not a public sale—a public sale being one at which the public is invited to attend and participate, and which requires reasonable notification to the debtor of the time and place of the sale—Plaintiff has failed to prove that the sale was commercially reasonable under the totality of the circumstances. As such, unless Plaintiff’s evidence rebuts the presumption that the value of the vehicle equaled the indebtedness secured, any unpaid indebtedness owed by Defendant to Plaintiff has been extinguished and is discharged.

At trial, Plaintiff placed in evidence a condition report for the vehicle prepared by Richard & Associates, Inc. (Plaintiff Exhibit No. 7) and the June 2013 NADA book value. (Plaintiff Exhibit No. 10.) The average trade-in value for a vehicle of the make and model of Defendant’s is given as \$16,300.00, with a retail value ranging from \$15,825.00 to \$20,200.00. Since the price Plaintiff received at the

Harrisburg Auto Auction, \$17,900.00, is within close proximity to these figures, we find Plaintiff has rebutted the presumption that the value of the vehicle was equal to the amount of the indebtedness, and further find and conclude that the price Plaintiff received was commercially reasonable and that Plaintiff is entitled to a deficiency judgment in the amount sought.³ **Cf. Savoy, supra** at 79, 468 A.2d at 468 (taking judicial notice of the Redbook value of a vehicle of the same make and model year as the repossessed vehicle, in the absence of any evidence as to the condition of the repossessed vehicle at the time of resale, is insufficient to rebut the presumption that the value of the repossessed vehicle equaled the amount of the indebtedness).

CONCLUSION

Underlying recognition of a rebuttable presumption that the value of a vehicle equals the indebtedness secured when there has been a commercially unreasonable disposition of the vehicle, rather than that the creditor be barred entirely from obtaining a deficiency judgment, is the rationale that it would be unfair for a debtor to receive a windfall and be relieved of his obligation while extinguishing a creditor's right to recover sums truly owed in those circumstances where the value of the vehicle is in fact substantially less than the debt owed. **Id.** at 78, 468 A.2d at 467-68. The debtor's interests are protected not only by placing on the creditor the burden of proving the reasonable value of the vehicle and providing the debtor credit for this amount against the claimed deficiency, but also by the UCC's provisions giving the debtor the right to recover any losses caused by the secured party's failure to dispose of the vehicle in a commercially reasonable manner, as well as statutory damages. **Id.** (citing 13 Pa. C.S.A. §9507(a) (repealed 2001) (current version at 13 Pa. C.S.A. §§9625, 9627)).

Neither party presented live witnesses at the time of trial, but instead presented documentary evidence by agreement and pursuant to Pa. R.C.P. 1311.1(b). This evidence, as discussed above, supports the entry of a deficiency judgment against Defendant and Defendant has not proven any loss caused by the alleged failure of Plaintiff to comply with any provisions of the UCC as a set off against this deficiency.

³Pursuant to 69 P.S. §627, the resale price is **prima facie**, but not conclusive evidence, of the reasonable value. Defendant has presented no evidence that the vehicle was sold at less than its fair market value.



PERIODICAL PUBLICATION

*** Dated Material. Do Not Delay. Please Deliver Before Tuesday, September 4, 2018**