

Lehigh Law Journal

(USPS 309560)

Vol. LVIII Allentown, PA Friday, February 28, 2020 No. 87



Barristers' Club

The Bar Association of Lehigh County

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Allentown, Pennsylvania 18102

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The Hon. J. Brian Johnson, Judge
The Hon. Kelly L. Banach, Judge
The Hon. James T. Anthony, Judge
The Hon. Maria L. Dantos, Judge
The Hon. Michele A. Varricchio, Judge
The Hon. Douglas G. Reichley, Judge
The Hon. Melissa T. Pavlack, Judge
The Hon. Anna-Kristie M. Marks, Judge
The Hon. Carol K. McGinley, Senior Judge

LEHIGH LAW JOURNAL

(USPS 309560)

Owned and Published by

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Printed at 206 S. Keystone Ave., Sayre PA 18840
Periodical postage paid at Allentown, PA 18102 and
at additional mailing offices.

POSTMASTER: Send address changes to The Lehigh Law Journal, 1114 W. Walnut St., Allentown, PA 18102.



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APRIL 25, 2020

5:00PM - 10:00PM

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- ▶ JOSE ROSADO
- ▶ ALFA LOPEZ
- ▶ LINDA VEGA
- ▶ ADP VS. BPD
- ▶ KATHY CRUZ
- ▶ STEVE MITTMAN
- ▶ RONALD CRUZ
- ▶ NELSON TORRES

HOSTS:

- ▶ JACIEL CORDOBA
- ▶ ROBERTO VINCES
- ▶ VICTOR MARTINEZ
- ▶ DJ BEZ MUSIQ

EVENT TIMELINE:

- ▶ 5 PM DOORS OPEN
- ▶ RED CARPET ENTRANCE, PHOTOS AND SEATING
- ▶ VENDORS AND BIKELIFE_610 PREMIERE
- ▶ OPENING CEREMONY
- ▶ BOUT #1
- ▶ MUSICAL ENTERTAINMENT
- ▶ BOUT #2
- ▶ GYM COMPETITION
- ▶ BOUT #3
- ▶ #TENTCITY PREMIERE
- ▶ BOUT #4
- ▶ CEASEFIRE PA
- ▶ BOUT #5
- ▶ MOTHER 2 MOTHER
- ▶ BOUT #6
- ▶ MUSICAL ENTERTAINMENT
- ▶ CLOSING CEREMONY/EXIT

ENTERTAINERS:

- ▶ LG IZZ
- ▶ DON CUNNINGHAM
- ▶ LIL ILLA
- ▶ SETH WITCHER
- ▶ YAFANTOPIC
- ▶ LUIZ GARCIA

PRESENTATIONS:

- ▶ BIKELIFE_610 DOCUMENTARY
- ▶ CEASEFIRE PA
- ▶ GYM COMPETITION
- ▶ #TENTCITY DOCUMENTARY
- ▶ MOTHER 2 MOTHER

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- ▶ PRESS CONFERENCES: FEBRUARY 22ND
- ▶ TRAINING VIDEOS: MARCH 14TH
- ▶ WEIGH-INS: MARCH 28TH
- ▶ 3 ROUNDS OF 1 MINUTE FOR CELEBRITY BOXERS
- ▶ 3 ROUNDS OF 3 MINUTES FOR PROFESSIONAL BOXERS
- ▶ SCORED BY 3 JUDGES

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2-7—3-13

**PUBLIC NOTICE FOR
REAPPOINTMENT OF BANKRUPTCY JUDGE**

The current 14-year term of office for U.S. Bankruptcy Judge Michael B. Kaplan for the District of New Jersey is due to expire on October 2, 2020. The United States Court of Appeals for the Third Circuit is considering the reappointment to a new 14-year term of office.

Upon reappointment, the incumbent would continue to exercise the jurisdiction of a bankruptcy judge as specified in Title 28, United States Code; Title 11, United States Code; and the Bankruptcy Amendments and Federal Judgeship Act of 1984, Pub. L. No. 98-353, §§101-122, 98 Stat. 333-346. In bankruptcy cases and proceedings referred by the district court, the incumbents would continue to perform the duties of a bankruptcy judge that might include holding status conferences, conducting hearings and trials, making final determinations, entering orders and judgments, and submitting proposed findings of fact and conclusions of law to the district court.

Members of the bar and the public are invited to submit comments for consideration by the Court of Appeals regarding the reappointment of Judge Michael B. Kaplan. All comments should be directed to one of the following addresses:

By e-mail: Kaplan_Reappointment@ca3.uscourts.gov

**By mail: Margaret Wiegand, Circuit Executive
Office of the Circuit Executive
22409 U.S. Courthouse
601 Market Street
Philadelphia, PA 19106-1790**

Comments must be received no later than **noon on March 19, 2020.**

2-28

PUBLIC NOTICE

U.S. BANKRUPTCY JUDGESHIP VACANCY ***Middle District of Pennsylvania (Wilkes-Barre)***

Chief Judge D. Brooks Smith of the United States Court of Appeals for the Third Circuit announces the application process for a bankruptcy judgeship in the Middle District of Pennsylvania, seated in Wilkes-Barre. The position will require duties in Wilkes-Barre and Williamsport, along with associated travel. A bankruptcy judge is appointed to a 14-year term pursuant to 28 U.S.C. §152.

To be qualified for appointment an applicant must:

- (a) Be a member in good standing of the bar of the highest court of at least one state, the District of Columbia, or the Commonwealth of Puerto Rico and a member in good standing of every other bar of which they are members.
- (b) (1) Possess, and have a reputation for, integrity and good character; (2) possess, and have demonstrated, a commitment to equal justice under the law; (3) possess, and have demonstrated, outstanding legal ability and competence; (4) indicate by demeanor, character, and personality that the applicant would exhibit judicial temperament if appointed; and (5) be of sound physical and mental health sufficient to perform the essential duties of the office.
- (c) Not be related by blood or marriage to (1) a judge of the United States Court of Appeals for the Third Circuit; (2) a member of the Judicial Council of the Third Circuit; or (3) a judge of the district court to be served, within the degrees specified in 28 U.S.C. §458, at the time of the initial appointment.
- (d) Have been engaged in the active practice of law for a period of at least five years. The Judicial Council may consider other suitable legal experience as a substitute for the active practice of law.

The selection process will be confidential and competitive. At present, the annual salary for this position is \$199,088. Persons shall be considered without regard to race, color, age, gender, religion, national origin, disability, or religious affiliation. The name of the candidate selected for the position will be published for public comment prior to appointment. The name of the person selected will also be submitted to the Director of the Administrative Office, who shall request background reports by the Federal Bureau of Investigation (FBI) and the Internal Revenue Service (IRS). In addition, a nominee for a bankruptcy judgeship may be required by the court of appeals to complete a preliminary disclosure statement after being selected for appointment by the court of appeals and prior to preparation of the background reports by the FBI and IRS. The disclosure must be filed with the court of appeals and will be considered confidential. The individual selected must comply with the financial disclosure requirements pursuant to the Ethics in Government Act of 1978, Pub. L. No. 95-521, 92 Stat. 1824 (1978) (codified as amended at 5 U.S.C. app. §§101-111).

The application process is entirely automated. No paper applications will be accepted. Applications must be submitted electronically by **noon on March 25, 2020**. Applications must be submitted only by the potential nominee personally. To apply, go to www.ca3.uscourts.gov for more information or call the Circuit Executive's Office at (215) 597-0718.

2-28

YASIN N. KHAN NO. 2 LLC, SUCCESSOR IN INTEREST
TO EVY I. CLOONAN, PLAINTIFF vs. OPEN MRI OF
ALLENTOWN, LLC a/k/a OPEN AIR MRI OF
ALLENTOWN a/k/a OPEN AIR MRI OF
ALLENTOWN, INC., DEFENDANT

*Commercial Lease—Ejectment—Contract Law—Statute of
Frauds—Promissory Estoppel—Equitable Estoppel.*

Plaintiff real property owner filed an ejectment action to evict Defendant lessee. Additionally, Plaintiff sought compensation for the difference between the fair market value of rent owed and the rent actually paid.

In response, Defendant averred it had entered an oral contract with Plaintiff to purchase the property. Defendant filed counterclaims for: specific performance to compel transfer of the property; breach of contract for monetary damages sustained by Plaintiff failing to transfer the property; and, promissory estoppel and equitable estoppel for money and time expended on improving the property.

The court rejected Defendant's claims, awarded Plaintiff rent monies owed, and ejected Defendant from the property.

In the Court of Common Pleas of Lehigh County, Pennsylvania—Civil Division. Case No. 2017-C-3971. Yasin N. Khan No. 2 LLC, Successor in Interest to Evy I. Cloonan, Plaintiff vs. Open MRI of Allentown, LLC a/k/a Open Air MRI of Allentown a/k/a Open Air MRI of Allentown, Inc., Defendant.

FREDERICK J. STELLATO, ESQUIRE, on behalf of the Plaintiff.

KEVIN T. FOGERTY, ESQUIRE and WILLIAM A. EHRlich, ESQUIRE, on behalf of the Defendant.

PAVLACK, J., October 11, 2019. Evy I. Cloonan, filed an ejectment action to evict Defendant Open MRI of Allentown, LLC a/k/a Open Air MRI of Allentown a/k/a Open Air MRI of Allentown, Inc. (Open MRI) from the premises located at 1146 S. Cedar Crest Boulevard, Allentown, Pennsylvania 18103 and 1148 S. Cedar Crest Boulevard, Allentown, Pennsylvania 18103 (together the Cloonan Properties.) In addition, Evy Cloonan asserted a claim for a monetary award based on the difference between the fair market value of rent owed as a result of Open MRI's possession of the property and the rent actually paid. Plaintiff Yasin N. Khan No. 2 LLC (Khan) is the successor in interest to Evy Cloonan, having acquired the Cloonan Properties after litigation began.

Open MRI filed counterclaims regarding the premises at issue. First, Open MRI asserted a claim for specific performance and requested this court to compel Khan to transfer the Cloonan Properties to Open MRI for the purchase price of \$2.1 million. Second, in the alternative to the first claim, Open MRI asserted a claim for breach of contract and requested this court to award monetary damages it sustained when ownership of the Cloonan Property was not transferred to Open MRI. Third, in the alternative to the first claim, Open MRI asserted a cause of action for promissory estoppel and requested this court to award damages for money and time it expended on improving the Cloonan Properties in reliance on representations made by Evy Cloonan. Lastly, in the alternative to the first claim, Open MRI asserted a cause of action for equitable estoppel and requested this court to award damages for money and time it expended on improving the Cloonan Properties in reliance on representations made by Evy Cloonan.

After trial before the court sitting without a jury, the court makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT:

1. Khan, successor in interest to Evy I. Cloonan, is the record owner of certain real property located at 1146 S. Cedar Crest Boulevard, Allentown, Pennsylvania 18103 and 1148 S. Cedar Crest Boulevard, Allentown, Pennsylvania 18103 (together the Cloonan Properties.) (Plaintiff's Exhibit 50.)

2. On May 21, 2018, Khan obtained title to the Cloonan Properties upon purchasing same from Evy Cloonan. *Id.*

3. Khan and Evy Cloonan entered an agreement that assigned all rights, defenses, and claims that Evy Cloonan had regarding the Cloonan Properties to Kahn. (Plaintiff's Exhibit 52; Notes of Testimony, April 22, 2019, p. 2441.)¹

4. Title to the Cloonan Properties was originally held by Evy and Robert Cloonan, husband and wife (together the Cloonans), and upon the death of Robert Cloonan in February 2013, full title vested with Evy Cloonan.

¹Future references to the April 22, 2019 transcript are cited as: (N.T., Vol. I, p..)

5. Evy Cloonan’s children, James Cloonan and Loretta Adams, are her powers of attorney. (N.T., Vol. I, p. 137.)

6. The sole owner of Open MRI is Joseph W. Galazin (Galazin.) (N.T., Vol. I, p. 17.)

7. Open MRI became a tenant of the 1146 S. Cedar Crest Boulevard, Allentown, Pennsylvania 18103 property in 1998 when it was owned by the Cloonans. (N.T., Vol. I, p. 22.)

8. Beginning in 1998, Open MRI housed an Open MRI machine and an x-ray machine on the first floor of the 1146 Property. (N.T., May 7, 2019, pp. 23-24.)²

9. In 2002, the Cloonans and Open MRI entered into a written lease agreement (the Lease) dated February 1, 2002, by which the Cloonans agreed to lease Open MRI the first floor of the property located at 1146 S. Cedar Crest Boulevard, Allentown, Pennsylvania 18103 (the 1146 Property.) (Plaintiff’s Exhibit 1.)

10. The 1146 Property was a multi-tenant building and continues to remain as such. (N.T., Vol. I, pp. 153-55.)

11. Initially, Open MRI paid rent in the monthly amount of \$4,834.29 for the 4,834-square-foot first-floor space. (N.T., Vol. I, p. 23.)

12. In 2006, Open MRI’s monthly rent increased to \$5,188.82. *Id.*

13. Section 2 of the Lease provided for an initial term ending on January 31, 2007. (Plaintiff’s Exhibit 1; N.T., Vol. I, p. 24.)

14. Section 5 of the Lease further provided for two renewal terms of five years each, with the second renewal term ending on January 31, 2017. (Plaintiff’s Exhibit 1; N.T., Vol. I, p. 24.)

15. Open MRI exercised the option to renew for two additional five-year terms with the last day of the second option expiring on January 31, 2017. (N.T., Vol. I, pp. 24-25.)

16. Section 31 of the Lease states: “No subsequent alteration, amendment, change or addition to this Lease shall be binding upon

²Future references to the May 7, 2019 transcript are cited as: (N.T., Vol. II, p..)

the Lessor or Lessee unless reduced to writing and signed by them.” (Plaintiff’s Exhibit 1.)

17. Open MRI never entered into a written amendment or addition to the Lease at any point in time. (N.T., Vol. I, p. 27.)

18. No verbal offer to extend the lease was made to Open MRI from a member of the Cloonan family. (N.T., Vol. I, pp. 141, 193.)

19. Open MRI’s Lease expired on January 31, 2017. (Plaintiff’s Exhibit 1.)

20. Since January 31, 2017, Open MRI has continued to occupy the first-floor space of the 1146 Property without any written lease. (Defendant’s Answer, New Matter and Counterclaim in Response to Plaintiff’s Complaint, ¶5, filed with the Clerk of Judicial Records, Civil Division on April 5, 2018.)

21. Open MRI never had a written lease for any other part of the Cloonan Properties other than the first floor of the 1146 Property. (N.T., Vol. I, p. 23.)

22. There was never a written lease for Open MRI to occupy the third floor of the 1146 Property. (N.T., Vol. I, p. 30.)

23. Open MRI never requested permission to occupy other floors of the 1146 Property and no one from the Cloonan family gave such permission. (N.T., Vol. I, pp. 142-43.)

24. As of January 1, 2017, Open MRI was occupying space on the third floor of the 1146 Property. (Plaintiff’s Exhibit 2; N.T., Vol. I, pp. 28-29, 193-94.)

25. Open MRI continues to occupy a portion of the third floor of the 1146 Property at present without a written lease. (Defendant’s Answer, New Matter and Counterclaim in Response to Plaintiff’s Complaint, ¶5, filed with the Clerk of Judicial Records, Civil Division on April 5, 2018.)

26. Open MRI has never paid rent for the space it occupies on the third floor. (N.T., Vol. I, pp. 143, 194.)

27. In July of 2017, Loretta Adams became aware that Open MRI’s Lease had expired at the end of January 2017. (N.T., Vol. I, pp. 192-93.)

28. Confession of judgment papers were filed on September 11, 2017 to evict Galazin and Open MRI from the Cloonan Properties. (N.T., Vol. I, p. 172.)

29. Galazin and Lori Caffery managed the property and dealt with extensive maintenance and repairs, snowplowing, tenant issues, insurance, and municipality issues beginning in 2013, after the death of Robert Cloonan. (N.T., Vol. I, pp. 155-56, 180, 192; N.T., Vol. II, pp. 48-59.)

30. In March of 2014, real estate agent Cindy Feinberg was hired by the Cloonan family to find tenants for the 1146 Property because two out of the three floors were vacant. (N.T., Vol. I, pp. 153, 215.)

31. Ms. Feinberg was unsuccessful in finding any tenants from 2014 into 2016. (N.T., Vol. I, pp. 155, 215.)

32. On January 29, 2016, Evy Cloonan obtained a written appraisal for the Cloonan Properties, which placed a value of \$2.18 million on the Cloonan Properties. (Plaintiff's Exhibit 3.)

33. The appraisal was obtained to settle the estate of Robert Cloonan and to establish an as-is market value of the Cloonan Properties as a single economic unit for possible sale purposes. (Plaintiff's Exhibit 3; N.T., Vol. I, pp. 157-58.)

34. The appraisal was provided to Galazin in February of 2016. (N.T., Vol. I, p. 158.)

35. Galazin asserted that in February of 2016, he attended a meeting with his then-wife and director of operations of Open MRI, Lori Caffrey, Evy Cloonan and her son, James Cloonan. At the meeting, Open MRI, via Galazin and Lori Caffrey, expressed an interest in buying the Cloonan Properties for \$2.1 million. Galazin testified that James Cloonan and Evy Cloonan agreed to accept \$2.1 million for the Cloonan Properties. Galazin further testified at trial that James Cloonan and Evy Cloonan agreed Evy Cloonan would take back a mortgage note (*i.e.* hold paper) for a percentage of the sale price. (N.T., Vol. I, pp. 42-43, 58; N.T., Vol. II, pp. 33-34, 37.)

36. Sometime after February of 2016, Galazin began expanding the Open MRI facility. In addition to the two pieces of equip-

ment already at the facility, he added four more pieces of equipment: a high-field oval MRI, CAT scan, digital x-ray system and ultrasound. (N.T., Vol. II, p. 61.)

37. Galazin asserted that in July of 2016, Evy Cloonan agreed to take back a mortgage note for 80% of the sale price of \$2.1 million. (N.T., Vol. I, p. 44.)

38. James Cloonan and Loretta Adams dispute that the February 2016 meeting ever took place. (N.T., Vol. I, pp. 183-84, 195.)

39. James Cloonan and Loretta Adams were more credible than Galazin.

40. There is no writing to support an agreement by Evy Cloonan to sell the Cloonan Properties to Open MRI for \$2.1 million. (N.T., Vol. I, pp. 45-46.)

41. No written agreement of sale was ever drafted for Open MRI setting forth the \$2.1 million price for the Cloonan Properties or an agreement for 80% of the sale price being taken back as a mortgage by Evy Cloonan; no agreement of sale was ever signed by the parties. (N.T., Vol. I, pp. 45-46, 145.)

42. No Cloonan family member agreed to sell the Cloonan Properties to Open MRI for \$2.1 million. (N.T., Vol. I, pp. 144-45, 149, 197.)

43. No Cloonan family member agreed to take back a mortgage for the sale of the Cloonan Properties; Evy Cloonan had no interest in taking back a mortgage. (N.T., Vol. I, pp. 145-46.)

44. On July 26, 2016, Open MRI obtained a written appraisal for the 1146 Property; the 1146 Property had an appraised value of \$1.675 million as of July 1, 2016. (Plaintiff's Exhibit 4.)

45. Open MRI used the appraisal it obtained of the 1146 Property to negotiate the sale of the Cloonan Properties with the Cloonans. (N.T., Vol. I, pp. 49-53.)

46. In September of 2016, James Cloonan provided Galazin building costs and expenses for the Cloonan Properties for Galazin to attempt to get financing to purchase the Cloonan Properties. (N.T., Vol. I, pp. 161-63, 216.)

47. In late 2016, Open MRI's realtor drafted an Agreement of Sale for the Cloonan Properties setting a sale price of \$1.675 million and stating that Evy Cloonan would hold a note for 25% of the purchase price, and listing the buyer as Porch Light. (Plaintiff's Exhibit 10; N.T., Vol. I, pp. 59-61.)

48. Galazin is the sole owner of Porch Light Holdings, LLC (Porch Light.) (N.T., Vol. I, p. 17.)

49. Porch Light was created on July 14, 2016. (N.T., Vol. I, p. 20.)

50. The agreement of sale was drafted by Open MRI's realtor in order to negotiate a purchase price of the Cloonan Properties with the Cloonans. (N.T., Vol. I, pp. 49-61.)

51. The agreement of sale proposing the \$1.675 million purchase price was the only agreement of sale drafted for the Cloonan Properties and Open MRI/Porch Light and was never signed by either party. (N.T., Vol. I, p. 61.)

52. No verbal agreement was made regarding the sale of the Cloonan Properties from Evy Cloonan to Galazin, Open MRI, or Porch Light.

53. In 2016, James Cloonan verbally offered to sell the Cloonan Properties for \$2.8 million to Open MRI; Open MRI never responded. (N.T., Vol. I, pp. 144, 168, 184.)

54. In late December of 2016, Galazin hired realtor Ted Van Wert to find tenants for the Cloonan Properties. (N.T., Vol. II, p. 41.)

55. The Cloonan family never gave permission to Galazin or any of his companies to lease space in the Cloonan Properties to new tenants. (N.T., Vol I, pp. 147-48, 194.)

56. On December 23, 2016, Galazin through his company Porch Light, entered into a lease agreement with a new tenant, Iron Valley Real Estate of Lehigh Valley, to lease space in the Cloonan Properties. The landlord is listed as Porch Light (mistakenly listed in the lease as Porchlight Holdings, LLC.) (Plaintiff's Exhibit 13; N.T., Vol. I, p. 86.)

57. Iron Valley Real Estate of Lehigh Valley leased 1,400 square feet on the third floor of the 1146 Property for \$2,800 per month. The rent was \$24 per square foot. (Plaintiff's Exhibit 13; N.T., Vol. I, pp. 87-88, 91.)

58. Security and rent payments were made out to Porch Light (mistakenly made out to Porchlight Holdings LLC.)(N.T., Vol. I, p. 88.)

59. Iron Valley Real Estate of Lehigh Valley is a current tenant in the Cloonan Properties and continues to pay \$24 per square foot in rent. (N.T., Vol. I, pp. 244-45.)

60. RTR Energy Solutions leased 1,800 square feet in the 1146 Property for \$3,000 per month. The rent was \$20 per square foot. (Plaintiff's Exhibit 14; N.T., Vol. I, p. 92.)

61. Security and rent payments were made out to Porch Light (mistakenly made out to Porchlight Holdings LLC.)(Plaintiff's Exhibit 14; N.T., Vol. I, p. 94.)

62. On January 20, 2017, Galazin through his company Porch Light, entered into a lease agreement with a new tenant, MK LLP, LLC, to lease space in the Cloonan Properties. The landlord is listed as Porch Light (mistakenly listed in the lease as Porchlight Holdings, LLC.)(Plaintiff's Exhibit 11; N.T., Vol. I, pp. 95-96.)

63. MK LLP, LLC leased 350 square feet on the second floor of the 1146 Property for \$600 per month. The rent was \$20.57 per square foot. (Plaintiff's Exhibit 11; N.T., Vol. I, p. 97.)

64. Rental amounts were suggested by Mr. Van Wert and approved by Galazin. (N.T., Vol. II, pp. 43-44.)

65. The Cloonan Family was never told the new tenants were occupying space at the Cloonan Properties, that Porch Light was listed as the landlord, or that Porch Light was receiving the rent payments from the tenants occupying space in the Cloonan Properties. (N.T., Vol. I, pp. 85-88, 89, 91-94, 96-98, 147-48, 230.)

66. Porchlight Holdings, LLC does not exist as a corporation. (N.T., Vol. I, p. 94.)

67. Porch Light collected rent and security deposit checks from all the tenants totaling \$28,924.97. (N.T., Vol. I, p. 98.)

68. On January 11, 2017, Lori Caffrey e-mailed Loretta Adams with a follow-up request for documents, including the Schedule E from tax returns to show all expenses for the Cloonan Properties and a lease from a current tenant. (Defendant's Exhibit 6; N.T., Vol. I, pp. 217-18; N.T., Vol. II, pp. 47-48.)

69. In early 2017, Loretta Adams visited the Cloonan Properties and observed signs advertising the new tenants in the building and a directory of where in the building they were located. (N.T., Vol. I, pp. 220-25; N.T., Vol. II, pp. 63-65.)

70. After the Cloonan Family found out about the leases, their attorney made a request for the leases and for the payment of the rents collected. Galazin provided the Cloonan family the leases and paid \$28,924.97 to them via a check from J. Galazin, LLC. (N.T., Vol. I, pp. 98-100, 232.)

71. On March 29, 2017, Lori Caffrey wrote an e-mail to Loretta Adams and James Cloonan, copied to Galazin, which stated in part:

[Galazin] and I would like to schedule a time to meet with you to go over the appraisals for the buildings, establish a purchase price and to get a timeline and plan in motion for the purchase.

We have been a bit sidetracked with the repairs at both buildings post water damage and working with the insurance company which has [sic] a slow go.

(Plaintiff's Exhibit 18; N.T., Vol. I, pp. 101-102.)

72. The e-mail was sent in an attempt to establish a purchase price for the sale of the Cloonan Properties because at that time there was no agreement as to purchase price. (N.T., Vol. I, p. 150.)

73. On April 8, 2017, Ted Van Wert sent an e-mail to Galazin and Lori Caffrey that stated in part:

Please keep in mind just because you had it appraised at \$1.7 Million doesn't mean it would sell for that, most commercial buildings that age are selling for 10-12% below appraised value. The Bank is going to want expenses [sic] and

leases to support such a purchase. Have you been able to meet with Lender and Owner yet, or are you still waiting for complete expenses?

(Plaintiff's Exhibit 20; N.T., Vol. I, pp. 107-108.)

74. In April of 2017, the Cloonan family sent a formal document offering to sell the Cloonan Properties to Galazin for \$2.8 million. (N.T., Vol. I, p. 112.)

75. By letter dated August 3, 2017, Evy Cloonan's real estate agent, Cindy Feinberg sent a letter to Galazin that included a purchase price of the Cloonan Properties for \$2.8 million. (Defendant's Exhibit 18; N.T., Vol. I, pp. 171-72; N.T., Vol. II, p. 67.)

76. In August of 2017, an offer was made to Open MRI to purchase just the 1146 Property for \$2 million. (N.T., Vol. I, p. 113.)

77. Open MRI never agreed to purchase the Cloonan Properties for \$2.8 million and never made a counteroffer; Open MRI never responded to the offer. (N.T., Vol. I, pp. 144-45.)

CONCLUSIONS OF LAW

1. No valid contract existed between the parties for the purchase of the Cloonan Properties.

2. Plaintiff did not breach a contract with Galazin.

3. Because no verbal or written contract existed, the Statute of Frauds is not invoked and no exception to the Statute of Frauds applies which would entitle Galazin to specific performance.

4. No promise was made by the Cloonan family to Galazin that would have had the Cloonan family reasonably expect action or forbearance on the part of Galazin.

5. There was no inducement by the Cloonan family by words or conduct that would have led Galazin to believe he was going to be the owner of the Cloonan Properties; further, any reliance on said words or conduct to expend money on the Cloonan Properties was not justified.

6. Khan is the title owner of the Cloonan Properties.

7. Open MRI has no right of possession to the first or third floor of the 1146 Property.

8. Khan is entitled to a judgment in ejectment against Open MRI.

9. Since 2017, Khan was entitled to rent from Open MRI in the amount of \$5,188.82 per month for the first floor of the 1146 Property, and has been paid said rent.

10. Khan is entitled to rent from Open MRI in the amount of \$1,480.92 per month for the space unlawfully occupied by Open MRI since January 2017 on the third floor of the 1146 Property.

DISCUSSION

This property dispute involves, in part, a claim for ejectment and a counterclaim for specific performance for Galazin to own the property based on an oral agreement. The counterclaim's resolution impacts the claim for ejectment; therefore, the counterclaim for specific performance based on an oral agreement is addressed first.

Galazin asserts that the Cloonan family breached an oral agreement to sell the Cloonan Properties to Galazin for a purchase price of \$2.1 million. He further asserts that he is entitled to specific performance regarding the purchase of the property even though the contract was an oral agreement for the transfer of property because the facts of this case fall within the part performance exception to the Statute of Frauds. The Cloonan family counters that there was no agreement as to the purchase price of the Cloonan Properties and, therefore, no oral contract was formed.

Addressing the breach of contract claim first, “[i]t is well-established that three elements are necessary to plead a cause of action for breach of contract: (1) the existence of a contract, including its essential terms[;] (2) a breach of the contract[;] and (3) resultant damages.” 412 North Front Street Associates, LP v. Spector Gadon & Rosen, P.C., 151 A.3d 646, 657 (Pa. Super. 2016.)

Turning to the first element, the court must determine whether a valid contract existed in this case. The necessary elements of a contract are: (1) an offer; (2) an acceptance of that offer; and

(3) consideration. *Muhammad v. Strassburger, McKenna, Messer, Shilobod and Gutnick*, 526 Pa. 541, 547, 587 A.2d 1346, 1349 (1991); *Pulse Technologies, Inc. v. Notaro*, 620 Pa. 322, 330, 67 A.3d 778, 783 (2013.)

The issue in this case is whether there was an offer to buy the Cloonan Properties for \$2.1 million that was accepted by the Cloonan family. This court answers that query in the negative.

It is undisputed that both the Cloonan family and Galazin anticipated Galazin purchasing the Cloonan Properties. Galazin via Open MRI had been a tenant in the 1146 Property since 1998 and Galazin had a good rapport with Mr. Cloonan prior to his death. (N.T., Vol. I, p. 22.) Galazin and Lori Caffrey managed the Cloonan Properties after the death of Robert Cloonan. (N.T., Vol. I, pp. 155-56, 180, 192; N.T., Vol. II, pp. 48-59.) James Cloonan had the Cloonan Properties appraised for estate purposes and for the possible sale of the property. (Plaintiff's Exhibit 3; N.T., Vol. I, pp. 157-58.) Evy Cloonan, as owner, was overwhelmed by the business of owning the buildings and, as a widower in her early nineties, was ready to sell the property. (Defendant's Exhibit 1; N.T., Vol. I, pp. 137-38, 189.)

Galazin asserts that he and his wife met with Evy Cloonan and her son, James Cloonan, who was one of Ms. Cloonan's two powers of attorney, in February of 2016. (N.T., Vol. I, pp. 42-43, 58; N.T., Vol. II, pp. 33-34, 37.) Pursuant to Galazin, it was at that initial meeting that he received a copy of the appraisal and made an offer to buy the Cloonan Properties for \$2.1 million. Galazin further contends that the Cloonans immediately agreed to sell the Cloonan Properties for that price and additionally agreed to take back a mortgage note for a percent of the sale price. *Id.* Galazin testified that Evy Cloonan, without either of her two children present, later agreed to take back 80% of the mortgage note. (N.T., Vol. I, p. 44.) Galazin concedes that no writing exists to memorialize the agreement he asserts was reached. (N.T., Vol. I, p. 62.)

In contrast, James Cloonan disputes that such meeting ever took place. He denies that the parties agreed to a \$2.1 million purchase price and further disputes that his mother would have

ever agreed to take back a mortgage note for any percent of the sale price. (N.T., Vol. I, pp. 145-46, 183-84.) He further contends that the Cloonan family would not have agreed to sell the Cloonan Properties without an agreement of sale. (N.T., Vol. I, p. 145.)

James Cloonan's testimony that no agreement was reached regarding the Cloonan Properties was more credible than Galazin's testimony that a verbal agreement to sell the Cloonan Properties for \$2.1 million was made. In addition, James Cloonan's testimony that Evy Cloonan would never have agreed to take back part of the mortgage was also found credible. James Cloonan's testimony was corroborated by his sister, Loretta Adams, the second power of attorney for Evy Cloonan. Loretta Adams was involved in the Cloonan Properties and confirmed the Cloonan family did not have an agreement regarding the purchase price of the Cloonan Properties with Galazin. (N.T., Vol. I, pp. 194-95.)

Additional evidence presented at trial supports such determination. For instance, even though Galazin asserts a final purchase price was negotiated in February of 2016, he testified that he obtained his own appraisal of the 1146 Property in July of 2016. (Plaintiff's Exhibit 4; N.T., Vol. I, p. 47.) Although Galazin attempted to imply that the appraisal was only for the purpose of negotiating with banks for financing, his testimony established that he also used his July 2016 appraisal to negotiate the purchase price of the Cloonan Properties with James Cloonan. (N.T., Vol. I, pp. 47-56.)

Moreover, although Galazin testified that he told his realtor Ted Van Wert that the parties had agreed to a \$2.1 million purchase price, Mr. Van Wert drafted a proposed agreement of sale for the Cloonan Properties with the \$1.675 million price after the July 2016 appraisal was received in an effort to negotiate a lower price.³ (N.T., Vol. I, pp. 58-59.) Mr. Van Wert also included in the drafted agreement of sale a term that would have Evy Cloonan hold the note for 25%, not the 80% Galazin testified was originally negotiated. (Plaintiff's Exhibit 10.)

³This court notes that it was disputed whether the agreement of sale was ever delivered to the Cloonan family.

Additionally, there is the March 29, 2017 e-mail from Lori Caffrey, who Galazin asserted was at the February 2016 meeting in which the parties agreed to a final purchase price of the Cloonan Properties. Ms. Caffrey e-mailed Loretta Adams and James Cloonan and copied Galazin. The e-mail stated in part:

[Galazin] and I would like to schedule a time to meet with you to go over the appraisals for the buildings, *establish a purchase price* and to get a timeline and plan in motion for the purchase.

We have been a bit sidetracked with the repairs at both buildings post water damage and working with the insurance company which has [sic] a slow go.

(Emphasis added) (Plaintiff's Exhibit 18; N.T., Vol. I, pp. 101-102.)

The request in March of 2017 to meet, review the appraisals and establish a purchase price would not have been necessary or contemplated had such a meeting and establishment of purchase price already occurred in February of 2016.

Similarly, the April 8, 2017 e-mail Mr. Van Wert sent to Galazin and Ms. Caffrey stated:

Please keep in mind just because you had it appraised at \$1.7 Million doesn't mean it would sell for that, most commercial buildings that age are selling for 10-12% below appraised value. The Bank is going to want expenses [sic] and leases to support such a purchase. Have you been able to meet with Lender and Owner yet, or are you still waiting for complete expenses?

(Plaintiff's Exhibit 20; N.T., Vol. I, pp. 107-108.)

Mr. Van Wert's e-mail addressed factors that impact the possible selling price of a property; further discussion regarding the pricing of the Cloonan Properties contradicts Galazin's position that the parties agreed on a purchase price in February of 2016 and Mr. Van Wert was apprised of such agreement.

Galazin's attempts to discredit the plain meaning of both the Caffrey and Van Wert e-mails was not credible or persuasive to this court.

Further, Galazin testified that he attempted to get financing immediately following the meeting in February of 2016, and had already started making contact with financial institutions in 2015. (N.T., Vol. I, p. 64.) His attempt at financing the full \$2.1 million purchase price contradicts his allegation that Ms. Cloonan would take back 80% of the mortgage. In addition, the documentation supporting Galazin's contact with financial institutions begins in May of 2017, more than a year after he asserted an agreement to purchase the Cloonan Properties had been reached. (Plaintiff's Exhibits 26, 28, 29, 30, 31, 32, 33, 36.)

In light of the evidence presented at trial, including the credible testimony of James Cloonan and Loretta Adams, this court finds that Galazin failed to prove that Evy Cloonan accepted Galazin's offer to buy the Cloonan Properties for \$2.1 million at a meeting in February of 2016. Without an acceptance, there is no intent to be bound by the terms of the agreement and no valid contract between Galazin and Evy Cloonan was formed. A cause of action for breach of contract cannot exist without a valid contract. Accordingly, Galazin is not entitled to monetary damages related to his breach of contract claim.

We note that Galazin additionally asserted a counterclaim for specific performance of the sale of the Cloonan Properties based on the parties' oral contract pursuant to the part performance exception set forth in the Statute of Frauds.

'The [S]tatute of [F]rauds directs that agreements for the sale of real estate shall not be enforced unless they are in writing and signed by the seller. The purpose of the statute is to prevent perjury and fraudulent claims.' *Hostetter v. Hoover*, 378 Pa.Super. 1, 7, 547 A.2d 1247, 1250 (1988.) See also: *Brotman v. Brotman*, 353 Pa. 570, 573, 46 A.2d 175, 177 (1946); *Rosen v. Rittenhouse Towers*, 334 Pa.Super. 124, 130-131, 482 A.2d 1113, 1116-1117 (1984.) 'The Statute of Frauds does not void those oral contracts relating to land which fail to comply with the Statute's formal requirements. It is to be used as a shield and not as a sword, as it was designed to prevent frauds, not to encourage them.' *Fannin v. Cratty*,

331 Pa.Super. 326, 332, 480 A.2d 1056, 1059 (1984), citing *Zlotziver v. Zlotziver*, 355 Pa. 299, 49 A.2d 779 (1946) and *Gerlock v. Gabel*, 380 Pa. 471, 112 A.2d 78 (1955.)

Empire Properties, Inc. v. Equireal, Inc., 449 Pa. Superior Ct. 476, 485-86, 674 A.2d 297, 302 (1996.)

Importantly:

The purpose of the Statute [of Frauds] is to prevent the possibility of enforcing unfounded, fraudulent claims by requiring that contracts pertaining to interests in real estate be supported by written evidence signed by the party creating the interest. Pennsylvania courts have emphasized that the Statute is *not* designed to prevent the performance or enforcement of oral contracts that in fact *were* made. Therefore[:]

[W]e should always be satisfied with some note or memorandum that is adequate ... to convince the court that there is no serious possibility of consummating fraud by enforcement. When the mind of the court has reached such a conviction as that, it neither promotes justice nor lends respect to the statute to refuse enforcement because of informality in the memorandum or its incompleteness in detail.

Id. at 992–93 (internal citations and quotation marks omitted) (emphasis in original.)

Zuk v. Zuk, 55 A.3d 102, 107-108 (Pa. Super. 2012.)

The court in *Zuk* further stated:

To establish the ‘part performance’ exception to the Statute of Frauds:

The terms of the contract must be shown by full, complete, and satisfactory proof. The evidence must define the boundaries and indicate the quantity of the land. It must fix the amount of the consideration. It must establish the fact that possession was taken in pursuance of the contract, and, at or immediately after the time it was made, the fact that the change of possession was notorious, and the fact that it has been exclusive, continuous and maintained. And it must show

performance or part performance by the vendee which could not be compensated in damages, and such as would make rescission inequitable and unjust.

Kurland v. Stolker, 516 Pa. 587, 592–93, 533 A.2d 1370, 1373 (1987.) See also Hostetter v. Hoover, 378 Pa.Super. 1, 547 A.2d 1247 (1988), *appeal denied*, 523 Pa. 642, 565 A.2d 1167 (1989) (affirming order directing specific performance in favor of appellees where appellees presented sufficient evidence of possession and substantial improvements to establish exception to Statute of Frauds; appellees took exclusive possession of property and made substantial improvements on property based on parties' agreement; appellees produced specific evidence that they expended over three thousand dollars on material costs and labor in making improvements; appellees and their children moved into once-dilapidated home and transformed it into comfortable home in which they lived for more than eight years; refusal to enforce contract under these circumstances would be inequitable and unjust.)

Id. The purpose of the Statute of Frauds to prevent perjury and fraudulent claims is served well in the instant case. We have an alleged oral contract for the sale of property for over two million dollars; the parties dispute whether an oral contract was formed. There is no writing whatsoever to support the contract: no agreement of sale, no e-mail, no signature from the seller to indicate the terms of the agreement had been reached.

Galazin relied on Open MRI's presence in the building, the fact that he placed tenants in the vacant spaces in the building, his continued maintenance of the buildings and his many improvements to the property to establish the part performance exception to the Statute of Frauds. However, he was unable to establish that an oral contract to purchase the Cloonan Properties had been made. The part performance exception to the Statute of Frauds flows from a finding that an oral contract existed. This court is not convinced that such oral contract was formed and, therefore, Galazin is not entitled to any relief pursuant to the part performance exception of the Statute of Frauds.

Finally, Galazin asserted alternative causes of action for promissory or equitable estoppel. In order to maintain an action for promissory estoppel, the aggrieved party must show:

... 1) the promisor made a promise that he should have reasonably expected to induce action or forbearance on the part of the promisee; 2) the promisee actually took action or refrained from taking action in reliance on the promise; and 3) injustice can be avoided only by enforcing the promise. ...

Gutteridge v. J3 Energy Group, Inc., 165 A.3d 908, 919 (Pa. Super. 2017), quoting *Crouse v. Cyclops Industries*, 560 Pa. 394, 745 A.2d 606, 610 (2000.)

There is no evidence that a promise to sell the Cloonan Properties for \$2.1 million was made by any member of the Cloonan family. Therefore, Galazin failed to maintain an action for promissory estoppel.

In examining equitable estoppel, this court relies on the following:

Equitable estoppel is a doctrine that prevents one from doing an act differently than the manner in which another was induced by word or deed to expect. A doctrine sounding in equity, equitable estoppel recognizes that an informal promise implied by one's words, deeds or representations which leads another to rely justifiably thereon to his own injury or detriment, may be enforced in equity. See generally, *In re. Tallarico's Estate*, 425 Pa. 280, 228 A.2d 736 (1967); *Nesbitt v. Erie Coach Co.*, 416 Pa. 89, 204 A.2d 473 (1964); *Comm. Ex rel. Gonzalez v. Andreas*, 245 Pa. Super. 307, 369 A.2d 416 (1976.)

The two essential elements of equitable estoppel are inducement and justifiable reliance on that inducement. The inducement may be words or conduct and the acts that are induced may be by commission or forbearance provided that a change in condition results causing disadvantage to the one induced. See generally, *Funds for Business Growth*,



Lehigh County
Paralegal Association

**PRESENTS LUNCH AND LEARN
CHILD CUSTODY 101**

Join us as Family Law Attorney Jessica Moyer of King Spry Herman Freund & Faul, LLC and Attorney Richard P. Focht, Family Court Administrator and Custody Hearing Officer for the Court of Common Pleas of Lehigh County, present on the nuts and bolts of child custody proceedings and an overview of the child custody procedures and best practices in Lehigh County.

This program will provide an overview and explanation of the various aspects of child custody proceedings in Pennsylvania and an overview of Lehigh County's child custody procedures, best practices and special interest topics

**When: March 12, 2020 at 12:00 noon
Where: Bar Association of Lehigh County
1114 W. Walnut Street
Allentown, PA 18102**

No charge for LCPA members, \$25 for guests, and \$10 for students.

**Please RSVP to Judy Gentile by March 9, 2020:
(610) 758-6234
jag513@lehigh.edu**

**This presentation is pending approval by the Keystone Alliance of Paralegal Associations
for one substantive Paralegal CLE credit**



Office Space 4Rent in Beautiful Victorian Building

Office Space Available in a Professional Victorian Building at 1248 Hamilton Street Allentown Pa. Building was fully renovated in 2011, including new HVAC systems throughout. Single and Suites available, including conference rooms on different levels. First and second upper levels have beautiful hardwood floors, stained glass windows, and ornamental fireplaces. Basement, which is ground from parking lot has separate entrance, & alarm, many offices including kitchen access. All handicap accessible. Huge parking lot, for clients and private parking. Security alarm, including exterior cameras monitored 24hrs. Contact John 866.200.3745 ext. 402. Bonus: video tour of some of the building is on our webpage JFTGroup.org (Scroll down on first page). Rent includes heat, CAC, Wifi, Electric, Parking and Garbage.

REQUEST FOR PROPOSALS
(#20-013)

The County of Lehigh will receive sealed proposals until 4:00 P.M. Local Time, March 18, 2020, and will publicly open said proposals after 10:00 A.M. Local Time, March 19, 2020, for providing LABOR COUNSEL for the Department of Law.

Specifications may be obtained at the County Procurement Office, Room 450 of the Government Center, 17 S. Seventh Street, Allentown, PA, 18101-2401, upon a non-refundable payment of \$10.00 per set, or downloadable at no charge via the County's website at

<http://www.lehighcounty.org/purchasing.aspx>.

GEORGE M. NADER, JR., CPPO
CHIEF PROCUREMENT OFFICER
COUNTY OF LEHIGH

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

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

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

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

THE LAWYERS LUNCH TABLE

A treasured tradition is returning for all Lawyers and Judges. There is a standing reservation for Lunch at **Bell Hall**, 612 W. Hamilton St, on the 1st Thursday of the month, 12PM. Please come out enjoy some camaraderie with other colleagues.



CLE UPDATE for the week of: February 28, 2020

PBI Simulcast Seminar "Parenting Coordination Update" Monday, March 2, 2020

One year out, where are we now? Join PBI's faculty for important updates in child custody law and practice and get an overview of the new AFCC guidelines as well as an update on Montgomery County rules.

Registration: 8:30 AM; Tuition: \$299.00
Seminar: 9:00 AM – 3:15 PM
4 Substantive & 1 Ethics Credits
To Register Call PBI @ 1.800.932.4637
or visit PBI.org/lehigh-county

PBI Simulcast Seminar "e-Discovery Update" Tuesday, March 3, 2020

Discovery is crucial during trial preparation and with technology, and new electronic devices, you don't want to miss anything. Find out from PBI's expert panelists where to look and how to find all the evidence you need for your case. Develop the best strategies to better serve your client.

Registration: 8:30 AM; Tuition: \$249.00
Seminar: 9:00 AM – 12:15 PM
2 Substantive & 1 Ethics Credits
To Register Call PBI @ 1.800.932.4637
or visit PBI.org/lehigh-county

PBI Simulcast Seminar "Civil Litigation Update" Wednesday, March 4, 2020

Enhance your practice with updates in key areas of civil litigation, fine tune your knowledge and learn from leading practitioners. Analyze recent important decisions from the Pennsylvania state and federal courts and maximize your time with relevant updates, valuable practice tips and convenient locations.

Topics to be covered:

- Motor vehicle law
- Products liability
- Recent legislation
- Ethical issues
- Developments in PA civil procedure

Registration: 8:30 AM; Tuition: \$279.00
Seminar: 9:00 AM – 4:15 PM
5 Substantive & 1 Ethics Credits
To Register Call PBI @ 1.800.932.4637
or visit PBI.org/lehigh-county

CLE Update 2

BALC LUNCH SEMINAR

“Lehigh County Family Court and Domestic Relations: The Inside Scoop – Part II”

Thursday, March 5, 2020

Approved for 1 Substantive CLE & CJE Credit

**Presented by: Hon. Edward Reibman,
Hon. J. Brian Johnson, Hon. Michele Varricchio,
Hon. James Anthony, Hon. Melissa Pavlack and
Moderated by: Richard Focht, Esq.**

Please join us for another informative one-hour session. The panel will consist of judges, hearing officers/masters and administrators of the Family Court and Domestic Relations. We will hear from the judges regarding their courtroom practices and procedures in Family Court. Hear more about and discuss e-filing in Family Court. Get the inside scoop on any law changes, renovations or new procedures that you may encounter in Family Court and Domestic Relations. During this hour, the panel will engage in discussions based upon questions generated by local family law practitioners. Open for discussion and anxious to know more about Family Court and Domestic Relations, then this is a must attend program for you.

Registration & Lunch: 11:45 AM

Seminar: 12:15 PM – 1:15 PM

Tuition: Members \$40.00; Non-members \$55.00

Legal Support Staff: \$20.00

To Register Call Nancy @ 610.433.6401 Ext: 16

E-mail: cle@lehighbar.org

PBI Simulcast Seminar

“Counseling Small Businesses”

Friday, March 6, 2020

COUNSELING YOUR SMALL BUSINESS CLIENTS

- Operational Considerations; Asset Protection
 - Business Financing; Business Plans
- SELECT THE RIGHT BUSINESS ENTITY FOR YOUR CLIENT**
- Which one is right for your client?
 - Learn the difference between proprietorships, partnerships, LLCs, joint ventures, corporations and business trusts.
- START, MANAGE AND GROW A BUSINESS IN PENNSYLVANIA**
- Everything the entrepreneur needs to know, from writing a business plan to hiring and managing employees.

Registration: 8:30 AM; Tuition: \$279.00

Seminar: 9:00 AM – 4:00 PM

5 Substantive & 1 Ethics Credits

To Register Call PBI @ 1.800.932.4637

or visit PBI.org/lehigh-county

CLE Update 3

BALC LUNCH SEMINAR

**“An Employment Law Primer for
Solo Practitioners and
Non-Employment Law Attorneys”**

Tuesday, March 10, 2020

**Approved for 1 Substantive CLE & CJE Credit
Presented by:**

Jeffrey Stewart, Esq. and George Morrison, Esq.

Each year, new laws are passed that affect the workplace and keeping up with them can be difficult, especially if that is not your primary practice area. If an employer doesn't handle the matter properly, it could open itself up to serious liability. In this session, we will provide an overview of employment laws on discrimination, harassment, wage payment, minimum wage, required leaves of absence and the latest developments in employment law.

Attorney George Morrison focuses his practice in the areas of Education Law, Labor and Employment, Life, Health, Disability and ERISA. He also provides interactive anti-sexual harassment and other training to assist employers in further developing an inclusive work environment for all employees.

He is admitted to practice in Pennsylvania, New York, U.S. Supreme Court, U.S. Court of Appeals for the Second and Third Circuits, U.S. District Court for the Eastern, Northern, Southern and Western Districts of New York and the U.S. District Court for the Eastern and Middle Districts of Pennsylvania. He earned is JD, *cum laude*, in 2006 from Widener University School of Law and a BA, *summa cum laude*, in 2003 from Wilkes University Jay Sidhu School of Business and Leadership. George is a member of White and Williams, LLP Education Law Group.

Attorney Jeffrey S. Stewart focuses his practice on labor and employment matters. He represents business, governmental and not-for-profit employers. Jeff defends employment actions related to workplace discrimination and harassment, wrongful termination, wage and hour disputes, and whistleblower claims. He counsels clients about non-compete agreements, sexual harassment investigations, FLSA compliance, unemployment compensation and drafting employment policies and handbooks.

Jeff earned his JD in 2001 from Pennsylvania State University Dickinson School of Law and his BA in 1995, *magna cum laude*, from Syracuse University.

Registration & Lunch: 11:45 AM; Seminar: 12:15 PM – 1:15 PM

Tuition: Members \$40.00; Non-members \$55.00

Legal Support Staff: \$20.00

To Register Call Nancy @ 610.433.6401 Ext: 16

E-mail: cle@lehighbar.org

CLE Update 4

BALC LUNCH SEMINAR

“Depression, Stress and Burnout in the Legal Profession and What You Can Do About It”

Wednesday, March 11, 2020

Approved for 1 Ethics CLE & CJE Credit

Presented by: Brian Quinn, Esq.

Recent studies have shown that there has been a dramatic increase in impairment due to alcoholism, addiction and mental health disorders among members of the legal profession. The statistics are compelling and clearly indicate that 1 out of 3 attorneys will likely have a need for substance use or mental health services at some point in their careers.

In addition to a breakdown of the results of the recent ABA/Hazelden Krill report, Mr. Quinn will discuss:

~The early warning signs of impairment, with special emphasis on depression, stress and burnout.

~Symptoms of depression that are particularly prevalent among members of the legal profession.

~Stress discussion will include the basic stress reactions, both physical and psychological; the difference between healthy stress and distress, with emphasis on the problem of gradual, incremental responsibilities, duties, pressures and demands facing legal practitioners.

~The transition from distress to burnout and how we can recognize and identify the sources of stress in our lives before burnout develops.

~Guidelines for a ‘Master Plan’, including successful time management and quick stress busters.

You will learn about the free services that Lawyers Concerned for Lawyers provides to lawyers, judges, their family members and law students and take a close look at what barriers exist that prevent lawyers and judges from seeking the help they need. Hear about the role that education plays in breaking the stigma and fear associated with addiction and mental illness in the legal profession.

Mr. Quinn obtained his undergraduate degree in 1970, his law degree in 1973 and a certificate in Drug and Alcohol counselling in 2012, from Villanova University. Prior to working for Lawyers Concerned for Lawyers, he was a sole practitioner for nearly 40 years and has also worked in the field of Alcohol and Drug Counselling at Mirmont Treatment Center and Malvern Institute in suburban Philadelphia.

Registration & Lunch: 11:45 AM;

Seminar: 12:15 PM – 1:15 PM

Tuition: Members \$40.00; Non-members \$55.00

Legal Support Staff: \$20.00

To Register Call Nancy @ 610.433.6401 Ext: 16

E-mail: cle@lehighbar.org

CLE Update 5

**PBI Simulcast Seminar
"The Complex Commercial Case in Arbitration"
Friday, March 13, 2020**

Join PBI for a practical discussion among experienced practitioners and arbitrators.

In what some would say has become an ever growing "Arbitration Nation," an increasing number of cases are being resolved through arbitration rather than court. While arbitration is often a cost-effective and efficient dispute resolution for civil conflicts, particularly contractual and employment disputes, its fundamental principles can conflict with the necessities of a large corporate dispute.

This seminar is a practical discussion among experienced practitioners and arbitrators, discussing the pros and cons of arbitrating complex business disputes, with practical pointers for streamlining a complex commercial dispute in arbitration.

This program's speakers practice in and have handled arbitrations in New York, Pennsylvania, New Jersey, Delaware and Virginia, but the program's content is applicable nationwide.

Registration: 8:30 AM; Tuition: \$149.00

Seminar: 9:00 AM – 12:15 PM

3 Substantive Credits

**To Register Call PBI @ 1.800.932.4637
or visit PBI.org/lehigh-county**

The CLE Department wants to continue to welcome walk-ins at all BALC live seminars, but we may no longer be able to offer breakfast or lunch to those who wish to attend but have not pre-registered. The department kindly requests, whenever possible, to pre-register at least one or two days prior to a seminar so the necessary arrangements with the caterer can be made.

To Register:

Call: Nancy @ 610.433.6401 Ext: 16

Or E-mail: cle@lehighbar.org

CLE Update 6

**PBI Simulcast Seminar
"Deposition Control"
Tuesday, March 17, 2020**

Whether you are seeking information, an admission, or defending your client, your control of a deposition is critical to case success. Sybil Dunlop summons her varied experiences as a successful trial lawyer and marries them with her remarkable teaching talent and excitement for the practice of law to deliver a unique experience.

Both the novice and experienced will benefit from Sybil's perspective on the art of science of depositions. She will not present dictates, but will illuminate tactics and styles, to help you fashion or improve your own approach. She will work with you to develop a deposition persona that is uniquely personal and unquestionably successful!

9:00 AM – 10:30 AM Preparing Your Witness to Succeed:

"Best practices" for preparing your witness include the use of documents during preparation and the latest research to help your witness feel comfortable and perform at his or her best.

Drafting and Using Outlines:

While you never want to be tied to your outline, advance preparation allows you the flexibility to move beyond the outline in a deposition. Several outline templates to identify the styles that will work best in different circumstances will be reviewed.

10:45 AM – 12:15 PM Taking and Defending Depositions

Whether conducting a discovery deposition, a trial deposition, a hybrid or defending your own witness, the fundamentals are crucial. Beyond those basics, Sybil provides tips and tricks to elevate your performance.

12:45 PM – 2:15 PM Expert Depositions

The expert has likely been deposed before – explore special considerations for expert depositions including how to set up a Daubert motion, your trial cross-examination or even increase your chances of settlement.

Identifying Your Deposition Style

Playing to your own strengths will help you achieve your deposition objectives (and feel comfortable while doing so). Identify your own deposition style by examining a showcase of various, successful models.

2:30 PM – 4:00 PM Deposition Technology

The court reporter is an officer of the court. Your ethical interaction with the reporter as well as the proper use of technology, including video, Realtime, and electronic exhibits increase your likelihood of a successful deposition.

Ethical Pitfalls to Avoid

When there is a transcript, there is room for error. This section reviews recent case law providing deposition guidance and offers advice for avoiding ethical missteps.

Tuition includes a digital copy of the speaker's materials.

Registration: 8:30 AM; Tuition: \$299.00

Seminar: 9:00 AM – 4:00 PM; 5 Substantive & 1 Ethics Credits

To Register Call PBI @ 1.800.932.4637

or visit PBI.org/lehigh-county

2020 LAWYER REFERRAL SERVICE APPLICATION

If you are interested in LRS participation, please return the completed application, along with the appropriate fee as noted below. All checks should be made payable to: **LAWYER REFERRAL SERVICE.**

The registration fee for **BALC MEMBERS is \$80.00 per year; this includes membership on **two (2)** referral panels and subpanels. Each panel is bolded and you may choose as many subpanels as you like, covered under the panel price. You may elect to participate in more than two panels at an additional cost of \$35 each.

1 PANEL: \$80.00	4 PANELS: \$150.00
2 PANELS: \$80.00	5 PANELS: \$185.00
3 PANELS: \$115.00	6 PANELS: \$220.00

The registration fee for **NON-MEMBERS is \$125 per year; this includes membership on **two (2)** referral panels and subpanels. Each panel is bolded and you may choose as many subpanels as you like, covered under the panel price. You may elect to participate in more than two panels at an additional cost of \$35 each.

1 PANEL: \$125.00	4 PANELS: \$195.00
2 PANELS: \$125.00	5 PANELS: \$230.00
3 PANELS: \$160.00	6 PANELS: \$265.00

The Lawyer Referral office receives phone calls from clients requesting services from attorneys. At this time, the office will obtain all needed information from the client and contact the attorney to schedule. They are entitled to a half-hour consultation with the attorney for a \$30 fee. An information sheet will be faxed to each attorney, which needs to be completed at the end of each consultation.

The referral form must be faxed back to the LRS office upon completion of the consultation. Client fees are pre-paid to the LRS office. Fees are determined by the attorney for any services requested after the consultation.

Please notify the LRS office if you are unavailable to accept referrals due to vacations, etc. This will ensure no clients are referred to your office while you are away. **Please note that screening of clients is not permitted – no telephone consultations prior to the client coming in unless specified on the referral form. All attorneys must contact the client within 3-5 business days upon receipt of referral.**

Participating Attorney: _____

PA ID Number: _____

Law Firm:

Address:

City, State, Zip: _____

Email: _____

Phone: _____

Direct Fax: _____

Are you fluent in other languages (if so, which)?

Please indicate if you are licensed in any other state – please list states.

Are you a current member of the Bar Association of Lehigh County?

Will you accept jail calls or make house calls? If yes, please specify.

Do you make night or weekend appointments? _____

Will you handle telephone consultations?

My Insurance Carrier: _____

Policy No. / Amount of coverage: _____ / _____

Policy expiration date:

*** PLEASE PROVIDE A COPY OF INSURANCE LIABILITY FORM**

LAWYER REFERRAL SERVICE APPLICATION

I further agree that I will not charge nor solicit any fees other than the **\$30.00** referral fee for the first conference, of one-half hour in duration, with the referral client. As part of the initial conference, I will advise the client in writing as to what further legal action I feel is required, if any. It is understood that the initial conference is for legal advice only and does not include the preparation of letters or legal documents and further that I will be compensated for any additional legal services in an amount to be agreed upon in writing by myself and the referral client.

Any complaints submitted to the Bar Association of Lehigh County regarding attorneys who are members of the Lawyer Referral Service will be reviewed by the Lawyer Referral Committee and subsequently by the Board of Directors. Any actions will then be determined. **All referrals must be processed within 3-5 business days. Any attorney who fails to process three (3) referrals within such period will be terminated from the program.**

In consideration of the Bar Association of Lehigh County maintenance of the Lawyer Referral Service, I agree:

That the information herein contained may be furnished to any prospective client in connection with the operation of the Lawyer Referral Service; that I may withdraw my registration at any time upon five (5) days written notice to the Lawyer Referral Service and will promptly notify the Lawyer Referral Service in writing of the disposition of the client's case referred to me and that I in no event will hold or claim to hold the Lawyer Referral Service, the Bar Association of Lehigh County, any officer, trustee, member or employee to any liability in connection thereof with the use of the Lawyer Referral Service.

I certify that I am a member in good standing of the Supreme Court of Pennsylvania and of the Bar Association of Lehigh County.

Signature: _____ Date: _____

I HEREBY CERTIFY THAT I AM COMPETENT TO REPRESENT CLIENTS AND WILLING TO ACCEPT REFERRALS IN THE FIELDS OF LAW SELECTED ON THE ATTACHED PAGE.

Administrative

- Housing Authority
- Public Utility Commission
- Social Security
- VA Benefits
- Pension
- Transportation

Collections

- Bankruptcy
- Collections / Creditors
- Foreclosures
- Identity Theft
- Student Loans

Business/ Corporations

- Corporations / Partnerships

Civil Litigation

- Consumer Disputes
- Personal Property Damage
- Contract Disputes
- Lemon Law

Civil Rights

- Discrimination / Defamation
- Civil Rights

Criminal

- Assault and Battery
- Drugs / DUI
- Traffic
- Felony/Misd/Expung.
- Juvenile
- C & Y Investigations

Elder Law (are you associated with AAA? __)

Education Law

- Special Education
- Discipline Cases

Family

- Adoption
- Support / Custody
- Divorce / Spousal Support
- PFA
- C & Y investigations

Health Law

- Medical Malpractice
- Medicare / Medicaid
- HIPPA Violations
- Mental Health

Immigration

Intellectual Property

- Copyright
- Trademark
- Patent

Labor

- Employer
 - Employee
 - Union
 - Wrongful Termination
 - Unemployment
- Compensation
- Worker's Compensation

Military

Real Estate Property

- Boundary Disputes
- Business Properties
- Closings / Settlements
- Easements
- Landlord Rights
- Tenant Rights
- Residential
- Zoning

Taxation

- Property Tax
- School Tax
- State Tax
- Personal Income Tax

Tort

- Auto Accidents: Plaintiff
- Auto Accidents: Defend.
- Auto Warranty
- Insurance
- Personal Injury
- Product Liability

Traffic

- License Suspension
- Moving Violations

Wills / Estates

- Estates / Trusts
- Inheritance Taxes
- Preparation of Wills
- Probate of Wills

Other: _____

MODEST MEANS PROGRAM APPLICATION

Please complete all the information on the application, including the waiver portion, and return it to the attention of the Modest Means Program Coordinator, along with a copy of the **declaration sheet** from your malpractice insurance policy. The \$50.00 panel fee is also required with the application. Should you have any questions regarding the Modest Means Program or the application, please call 610-433-6204 x 22 or email at LRS@lehighbar.org

Name: _____

Attorney ID: _____

Firm: _____

Office Address: _____

Phone: _____

Fax: _____

Email Address and/or Web Site: _____

Month & Year of Pennsylvania Bar Admission: _____

Law School Attended: _____

Date of Graduation: _____

Undergraduate School Attended: _____

Other Courts to Which Admitted: (Please indicate dates of admission)

Foreign Languages: _____

Best Method of Contact: _____

Name of Malpractice Insurance Carrier:

Policy Number: _____

Expiration Date: _____

(Please remember to attach a copy of the declaration sheet from your policy with this application)

❖ **Please answer the following questions:**

1. Have you ever been disciplined by the Disciplinary Board of the Pennsylvania Supreme Court or by a disciplinary authority in another jurisdiction? _____

(If you answered yes to this questions, please provide a brief explanation in a separate letter and forward it to the attention of the Lawyer Referral Coordinator. Both your application and the letter should be marked “personal and confidential”).

2. Are you fluent in a language other than English? Please indicate which language(s)

MODEST MEANS PROGRAM WAIVER

By its approval of an attorney for membership on the Modest Means Program panel, the Lawyer Referral Service Committee assures the public that the attorney is a member of the Bar in good standing and is qualified to practice law. The Committee also assures the public that the attorney adheres to, and will continue to adhere to, the recognized ethical standards of the profession as well to the Modest Means Program’s stated purpose under its operating rules. In furtherance of its obligation to the public, the Lawyer Referral Committee requests the following information:

I hereby authorize the Bar Association of Lehigh County’s Modest Means Program to examine any and all material which is presently on file or which may hereafter be filed with the Disciplinary Board of the Pennsylvania Supreme

Court, the Pennsylvania Lawyers' Fund for Client Security, the Judicial Inquiry and Review Board (JIRB), the Judicial Conduct Board and/or the Court of Judicial Discipline or successor bodies as part of my application to the LRS and during the period that I am a member of the Modest Means Program.

Signature: _____

Date: _____

Name: _____

ID #: _____

- ❖ **Please sign below to indicate that you have read the following statement and agree to comply with those requirements:**

I elect to become a member of the Modest Means Program and agree to accept the following flat fee / hourly rate cases. I understand that the purpose of the Bar Association of Lehigh County Modest Means Program is to provide legal services at a substantially reduced rate to individuals who fall within the financial guidelines as outlined in this application.

By participating in the MMP, I agree in the event of a fee dispute with a MMP client, to sign the agreement for binding common law arbitration before the Bar Association of Lehigh County's Fee Dispute Committee and to abide by any decision rendered by that Committee in such a fee dispute.

By signing below, I agree to cooperate fully with the Lawyer Referral / Modest Means Coordinator in resolving any disputes or complaints which may arise during my participation in the Modest Means Program.

Signature: _____

Date: _____

Attorney Name: _____

ID #: _____

Please select the appropriate areas of referral:

- Child Support Conference (Defendants Only)**
\$150.00
- Child Support Hearing (Defendants Only)**
\$60.00 per hour
- Child Custody Conference (Defendants Only)**
\$150.00
- Uncontested Divorce** **\$275.00 plus costs**
- PFA First Full Hearing (Defendants Only)**
\$250.00
- Bankruptcy – Chapter 7** **\$500.00 plus costs**
- Collections Defense** **\$60.00 per hour**
- Simple Wills (Simple bequests & Simple minors’ trust)**
\$75.00
- Simple Wills (Husband & Wife)** **\$125.00**
- Power of Attorney**
\$40.00
- Health Care POA & Living Wills**
\$75.00
- Unemployment Compensation**
\$250.00

***Prices assume in office visits for the initial conference and execution of documents. Any additional provisions or work or out of office visits are done at \$60.00 per hour.**

CLE Update 7

**PBI Simulcast Seminar
"ADA Update: Reasonable Accommodation
in the Workplace"
Thursday, March 19, 2020**

The duty to provide a reasonable accommodation to qualified individuals with disabilities is considered one of the most important statutory requirements of the Americans with Disabilities Act (ADA). Although the ADA and the duty to provide a "reasonable accommodation" can be a trap for the wary, it doesn't have to be.

Get practical tips for employees and best practices for employers:

- *Current case law regarding reasonable accommodations
- *An employer's duty to engage in the interactive process
- *Current EEOC guidance on specific health conditions
- *Employer defenses of undue burden and direct threat
- *Your ethical responsibilities in various situations

PBI's experienced faculty will answer your questions

- *What triggers the interactive process?
- *What happens when doctors' notes conflict?
- *How much leave is required for a disabled employee?
- *Are no-fault attendance policies legal?
- *Is an accommodation required for pregnant workers?
- *What challenges do employers and public accommodations confront with service dogs or other comfort/therapy animals?
- *How do you enforce fragrance-free policies?
- *What are your ethical obligations when it relates to your client making inconsistent disability statements (i.e. judicial estoppel)?

Registration: 8:30 AM; Tuition: \$249.00

Seminar: 9:00 AM – 12:15 PM; 2 Substantive & 1 Ethics Credits

To Register Call PBI @ 1.800.932.4637

or visit PBI.org/lehigh-county

**PBI Simulcast Seminar
"Medical Marijuana and Hemp Law Symposium"
Friday, March 20, 2020**

Don't miss this third annual, day-long event! Join PBI's panel of experts and hear about the latest developments in Pennsylvania's medical marijuana and hemp program. Whether you represent a grower, dispensary, government entity, patient, or are just curious and wanting to learn more about this emerging industry, you will want to be among the attendees at this event. With leading experts in the legal, medical and government sectors, the Symposium will provide a multifaceted look at how the industry and Pennsylvania's implementation of its program has and will continue to impact the state.

Registration: 8:30 AM; Seminar: 9:00 AM – 4:45 PM

5 Substantive & 1 Ethics Credits; Tuition: \$249.00

To Register Call PBI @ 1.800.932.4637

or visit PBI.org/lehigh-county

CLE Update 8

**NORTHAMPTON COUNTY BAR ASSOCIATION
CONTINUING LEGAL EDUCATION
2020 LUNCH LECTURE SERIES
"Sentencing Commission Update"**

This Commission update will include a 2 hour presentation on: Sentencing Guidelines (7th Edition, Amendment 5); Resentencing Guidelines (pursuant to Act 81 of 2008); Sentence Risk Assessment Instrument (pursuant to Act 95 of 2010); and recently enacted legislation (Act 114 and 115 of 2019, commonly known as the Justice Reinvestment Initiative, (JRI-II)). The session will be eligible for 2 CLE or CJE credits and is open to judges, defense attorneys, district attorneys, public defenders, law clerks, probation/parole officers and other court-related personnel.

Speakers: Ryan Meyers and Mark Bergstrom

Friday, March 20, 2020; 1:00 p.m. to 3:00 p.m.

Lunch is served at 12:00 p.m. – LV Hotel, Bethlehem
(formerly the Best Western)

2.0 SUBSTANTIVE CLE CREDIT

\$ 75 – **NCBA** Members admitted to practice **before 11/1/13**
& all **BALC** Members

\$ 60 – **NCBA** Members admitted to practice **on or after**
11/1/13

\$ 140 – All other attendees

The fee includes lunch, handouts, and CLE fees.

"Sentencing Commission Update"

I.D.# _____ NAME _____

Please Print Name

Complete and return with check to:

NCBA, 155 South Ninth Street, Easton, PA 18042-4399

RESERVATION DEADLINE: Wednesday, March 18, 2020

Check No: _____

Amt. Paid:

CLE Update 9

**PBI Simulcast Seminar
"Realty Transfer Tax Update"
Monday, March 23, 2020**

Hear about how real estate transactions are taxed for transfer tax purposes, including the recent Philadelphia changes.

Explore hypothetical transactions and the various realty transfer tax results.

Gain insight from the experts including insights on the Philadelphia law amendments.

Hear from those who administer these taxes and find out new developments.

Hear about recent significant Philadelphia law amendments.

Review recent realty tax cases rulings and regulations.

Review practice examples.

Hear from the lawyers who wrote the regulations, work on rulings and assist in deciding cases to pursue.

Registration: 11:30 AM; Tuition: \$249.00

Seminar: 12:00 PM – 3:15 PM

3 Substantive Credits

To Register Call PBI @ 1.800.932.4637

or visit PBI.org/lehigh-county

**PBI Simulcast Seminar
"Handling the Workers' Comp Case"
Tuesday, March 24, 2020**

Relax in your seat and watch a typical comp case proceed from claim to negotiation to compromise and release. After each skit, the panel gathers for a lively exchange as the actions in the preceding skit are analyzed and evaluated.

Establish and revitalize your practice as you learn:

*How to conduct client conferences, depositions, and hearings

*How to use investigative services and the Internet

*What criteria a judge will use to decide a questionable case

*All about comp forms and filings – what's required, when, and where to file

Make the book your preferred desk mate:

*The law and procedure

*Rules and regulations

*Internet sources

*A "jargon" glossary

* Sample documents

Registration: 8:30 AM; Tuition: \$199.00

Seminar: 9:00 AM – 4:00 PM

5 Substantive & 1 Ethics Credits

To Register Call PBI @ 1.800.932.4637

or visit PBI.org/lehigh-county

PBI Simulcast Seminar
“International Business - Risks and Rewards”
Wednesday, March 25, 2020

A guide for both in-house counsels and outside lawyers:

In this course, distinguished panels of experienced international practitioners discuss how global events and political changes will impact international business. The program will explore international tax changes, new obstacles for businesses seeking to hire foreign workers, international trademark protections, changes in arbitration along with expected changes in relation to business with Europe, China, India, Korea and Japan. Don't miss this conversation about what is sure to be one of 2020's hottest topics.

Pick up valuable practice tips:

Help your clients attract foreign investors

Craft an effective response to changing political climates

Understand ever-changing international business law

Registration: 8:30 AM; Tuition: \$279.00

Seminar: 9:00 AM – 4:15 PM

4 Substantive & 2 Ethics Credits

To Register Call PBI @ 1.800.932.4637

or visit PBI.org/lehigh-county

PBI Simulcast Seminar
“ABC’s of Pennsylvania Trusts and Trusts Drafting”
Thursday, March 26, 2020

Delve into the basics of trusts and discover the partial ways they can help your clients accomplish their estate planning goals. Learn about laws that govern trusts, uses and types of trusts, creating trusts and drafting provisions, duties and powers of the trustee, trust liabilities administration and judicial oversight, fundamentals of fiduciary accounting termination modification and reformation of existing trusts and taxation of trusts.

Registration: 8:30 AM; Tuition: \$249.00

Seminar: 9:00 AM – 12:15 PM

3 Substantive Credits

To Register Call PBI @ 1.800.932.4637

or visit PBI.org/lehigh-county

CLE Update 11

**PBA Simulcast Seminar
"Women in the Profession 2020 Spring Conference"
Monday, March 30, 2020**

The ERA: The Past, Present and Future!

Join the PBA Commission on Women in the Profession as they continue the celebration of the ratification of the 19th Amendment and take an in-depth look at the Equal Rights Amendment. They are excited to welcome scholars and national experts on the ERA, who will take you through its history of legal battles and case law. They will also review the current status, examining ERA-related legislation and the strategies and tactics the ERA Coalition is employing on Capitol Hill. Finally, you will explore what lies ahead and what passage of the ERA means not only to women in general, but how it will affect the practice of law in areas of equal pay, gender equality, sexual harassment and more. Learn how you can prepare for this exciting time in history, not only for women, but for the practice of law and our society in general.

Special guest speakers:

*Linda T. Coberly, Esq., Winston & Strawn, Chair of National ERA Coalition Task Force

*Roberta W. Francis, ERA Education Consultant, Alice Paul Institute

*Jovida Hill, Executive Director, Philadelphia Commission for Women

*Linda J. Wharton, Esq., Professor of Political Science, Stockton University

The book group will meet from 2:00 PM – 3:00 PM. The featured book is *The Woman's Hour: The Great Fight to Win the Vote* by Elaine Weiss. The book can be purchased on Amazon.

Book Group Discussion: 2:00 PM – 3:00 PM

Seminar Registration: 2:30 PM; Seminar: 3:00 – 5:00 PM

Registration Deadline: March 20, 2020

Tuition for PBA Members:

Not receiving CLE Credit - \$35.00

Receiving CLE Credit - \$85.00

Tuition for Non-Members:

Not receiving CLE Credit - \$50.00

Receiving CLE Credit - \$110.00

Law Students: \$10.00

Reception: 5:00 PM – 6:30 PM

2 Substantive Credits

To Register Call PBI @ 1.800.932.4637 or

Contact Holly Wertz @ Holly.Wertz@pabar.org

717.238.6715

CLE Update 12
BALC CLE REGISTRATION FORM

Name: _____

PA Sup.CT.ID _____

Member of the Bar Association of: [] Lehigh [] Northampton
[] Other _____ [] Legal Support Staff

To Register for any BALC Seminar
Call: Nancy @ 610.433.6401 Ext: 16 (or)
E-mail: cle@lehighbar.org (or)
Fax the Registration form to: 610.770.9826

- [] **March 5: "Lehigh County Family Court and Domestic Relations: the Inside Scoop – Part II"**
Registration and Lunch: 11:45 AM Seminar: 12:15 PM – 1:15 PM
- [] **March 10: "An Employment Law Primer for Solo Practitioners and Non-Employment Law Attorneys"**
Registration and Lunch: 11:45 AM Seminar: 12:15 PM – 1:15 PM
- [] **March 11: "Depression, Stress and Burnout in the Legal Profession and What You Can Do about It"**
Registration and Lunch: 11:45 AM Seminar: 12:15 PM – 1:15 PM

TOTAL AMOUNT ENCLOSED \$ _____

For payments in advance, please make checks payable to BALC & mail to:
BALC; ; Attn: Nancy; 1114 W. Walnut St.; Allentown, PA 18102

Instructions to obtain BALC course materials:

The link to get course materials is: www.lehighbar.org
Hover over **CLE Seminars** at the top of the home page
Click on **CLE Handouts**
Courses will be listed by: Date; Title; Presenter(s)
Click on the course you plan on attending
Print or save to your computer

If you prefer not to download the materials, please feel free to bring a tablet or laptop on the day of the seminar to follow along.

Materials will be posted as soon as they are given to the CLE Department and will be accessible on the course link for a few days after the conclusion of the program.

NOTICE TO THE BAR

Beginning March 4, 2020 and continuing thereafter, Judge Michele A. Varricchio's weekly walk-in civil motions court shall be held every Wednesday at 9:00 AM.

NOTICE TO THE BAR

Judge Melissa T. Pavlack's weekly walk-in civil motions court for March 16, 2020 is cancelled.

Law Day Volunteers Needed!

Law Day programs are designed to help people understand how law keeps us free and how our legal system strives to achieve justice. Thousands of Law Day programs are conducted each year for youth and adults across the country. In addition, every year since 1958 the president of the United States has issued a Law Day proclamation recognizing the importance of this day.

The Law Day Committee is looking for members to volunteer their time on May 1st (or date that fits your schedule) to address area students in this very worthy cause. Talking Points available if needed.

Please forward your availability to Alyssa Hicks at amhicks@norris-law.com

NewsLine 7



YOUNG LAWYERS DIVISION

HAPPY HOUR

Thursday, March 19, 2020

5:30 – 8:00 p.m.

The Barristers Club

1114 W Walnut Street

Allentown, PA 18102

*YLD events are a great opportunity to meet and network with other
young attorneys.*

Guests are welcome!



Food & Cash Bar with a St. Patty's Theme!!!

Benefits the Lehigh County Lawyer's Charitable Trust

\$20 for Advanced Admission or \$25 at the Door

(Includes 1 Player Card per Game, \$1 for each additional card)

Cash and Basket Prizes

Or Just Come Out and Have a Drink, Eat and Network!!!!

Please RSVP to Karen at 610-433-6204 x12

kmesch@thebarristersclub.com

*Stay tuned for details of additional upcoming Young Lawyers
Division events!*

NewsLine 8

March

March 10: Solo Committee Meeting 12PM

March 12: LCPA Luncheon

March 18: Barrister Inn 5:30PM

March 19: Board Meeting 4:30PM

March 19: BINGO 5:30PM

March 20: Finance Committee Meeting 12PM

April

April 10: BALC Holiday: Office Closed

April 15: Barristers Inn 5:30PM

April 16: Board Meeting 4:30PM

May

May 1: Law Day Luncheon 12PM

May 11: Annual Spring Event at Coca Cola Ball Park-Game Time
7:05PM

May 25: BALC Holiday: Office Closed

Inc. v. Woodland Marble and Tile Company, 443 Pa. 281, 278 A.2d 922 (1971); Ham v. Gouge, 214 Pa.Super. 423, 257 A.2d 650 (1969.)

Novelty Knitting Mills, Inc. v. Siskind, 500 Pa. 432, 435-36, 457 A.2d 502, 503-504 (1983.)

Again, this court does not find any evidence to support the claim that the Cloonan family induced Galazin by words or conduct to believe that he would be the buyer of the Cloonan Properties. The large sums of money Galazin expended to maintain and improve the Cloonan Properties were largely self-serving as a business owner occupying space in the 1146 Property. (Defendant's Exhibits 15 and 16; N.T., Vol. II, pp. 87-107.) To the extent Galazin improved or maintained the Cloonan Properties as a whole, Galazin was not justified in relying on any words or conduct by the Cloonan family in expending such funds as nothing the Cloonan family did warranted such action. Therefore, Galazin also failed to establish a cause of action for equitable estoppel.

This court now turns to Khan's ejectment action.

'Ejectment is an action filed by a plaintiff who does not possess the land but has a right to possess it, against a defendant who has actual possession.' Siskos v. Britz, 567 Pa. 689, 790 A.2d 1000, 1006 (2002); see also Soffer v. Beech, 487 Pa. 255, 409 A.2d 337 (1979.) "Ejectment is a possessory action only, and can succeed only if the plaintiff is out of possession, and [the plaintiff] has a present right to immediate possession." Siskos, 790 A.2d at 1006 (quoting Brennan v. Shore Bros., 380 Pa. 283, 110 A.2d 401, 402 (1955.)) An ejectment action differs from a quiet title action in that quiet title serves to determine the relative and respective rights of all potential title holders. *Id.* In contrast, ejectment determines the immediate rights as between the plaintiff and the defendant. *Id.*¹

Therefore, to prevail in an ejectment action, 'the plaintiff must show title at the commencement of the action and can recover, if at all, only on the strength of his own title, not because of weakness or deficiency of title in the defendant.' Hallman v. Turns, 334 Pa.Super. 184, 482 A.2d 1284, 1287

(1984.) If a plaintiff in ejectment has presented at trial *prima facie* evidence that it has title to the property at issue, the burden then shifts to the defendant, unless the plaintiff's proof necessarily defeats the plaintiff's claim of title. *Dunn v. Milanovich*, 302 Pa. 184, 152 A. 757, 758 (1930.) Conversely, if the plaintiff's claimed chain of title is faulty, the plaintiff has not shown a *prima facie* case, and the plaintiff's ejectment case fails. *Faux v. Cooke*, 107 Pa. Super. 88, 163 A. 384, 385 (1932.)¹ An ejectment action likewise fails if the plaintiff is not a bona fide purchaser. *Lukens v. Wharton Ave. Baptist Church*, 296 Pa. 1, 145 A. 587, 590 (1929.)

Becker v. Wishard, 202 A.3d 718, 721-22 (Pa. Super. 2019) (footnotes omitted.)

Here, Khan is the successful purchaser and record owner of the Cloonan Properties. (Plaintiff's Exhibit 50.) Galazin, pursuant to this court's above determination, has no ownership interest in the Cloonan Properties. Galazin had a written Lease Agreement that, after two renewal terms, expired on January 31, 2017. (Plaintiff's Exhibit 1.) The Lease was not extended verbally or in writing and Open MRI no longer has permission to occupy or possess the property. Open MRI continues to remain in the 1146 Property without any right to do so. Therefore, Khan is entitled to a judgment in ejectment against Open MRI.

In addition, Khan requested monetary damages for the fair market value of rent owed during the time Open MRI remained in the premises after the expiration of the lease. In an ejectment action, the plaintiff may state in the complaint any cause of action for rents, profits, or any other damages that arise from the defendant's possession of the land. Pa. R.C.P. 1051. Open MRI's rent for the first floor of the 1146 Property had been \$5,188.82 since 2006. Open MRI continued to pay the monthly rent of \$5,188.82 since the expiration of its Lease.

Khan asserted that the fair market value of the rented space is higher than the actual rent paid by Open MRI. To establish the fair market rental value, Khan relied on leases that Galazin fraudulently executed as the landlord of the Cloonan Properties. (See Findings of Fact 57, 58, 60, 61, 62, 63, 65.) The leased spaces are not comparable to the space Open MRI occupies on the first floor

as Open MRI occupies the entire first floor and the leases for the second and third floors were for significantly smaller spaces with shared common areas including reception areas, waiting rooms and some holding areas. (N.T., Vol. I, p. 45.) This court does not find the leases a reliable indicator of the fair market value of the rental price of the subject property, especially given the history of how they were created.

Khan also attempted to rely on a lease that Galazin negotiated during the pendency of this litigation with a third party who did not ultimately purchase the property. The lease for the entire first floor and partial part of the third floor of the 1146 Property is not in effect, was never in effect, and will not be considered as a source to determine the fair market rental value as additional factors unrelated to fair market value were at issue at the time the proposed lease was signed. The court cannot rely on this lease to determine fair market rental value.

No additional evidence was provided to this court to determine the fair market value of rent for the first floor. Without more, this court is constrained to rely solely on the fair market value of rent per square foot actually paid by Open MRI. Open MRI rented 4,890 square feet on the first floor of the 1146 Property. (Plaintiff's Exhibit 2.) Open MRI paid \$5,188.82 per month for a rental value of \$12.73 per square foot per year. Khan is not entitled to any additional rent from Open MRI regarding the first floor.

Open MRI occupied varying parts of the third floor beginning in January of 2017. (N.T., Vol. I, p. 28.) Although Galazin testified that he was occupying space on the third floor as of January 31, 2017, he does not state that he moved in on such date. This court finds that he began occupying the third floor on January 1, 2017. Open MRI never paid rent for the space it occupied and continues to occupy on the third floor. This court finds that Open MRI occupied 1,396 square feet of the third floor. (Plaintiff's Exhibit 2.) There is insufficient evidence for this court to determine that the third-floor space is comparable to the leases Galazin authorized to other tenants. Further, this court did not find the evidence Khan provided reliable for determining the fair market value of the occupied space. Therefore, we find it equitable to apply the same \$12.73 per square foot cost that Open MRI paid for the first-floor

Lease to the additional space occupied on the third floor. Applying \$12.73 per square foot to the additional 1,396 square feet of space unlawfully occupied, Open MRI is obligated to pay the monthly rental amount of \$1,480.92 for the third-floor space. Open MRI was in the space beginning in January 2017. Khan is entitled to \$48,870.36 from Open MRI in unpaid rent from January 1, 2017 through September 30, 2019.

For all of the above-stated reasons, judgment is entered in favor of Plaintiff and against Defendant.

ORDER

AND NOW, this 11th day of October, 2019, following a non-jury trial in this matter held on April 22, 2019, May 7, 2019, and June 12, 2019, and for the reasons set forth in the attached Decision, IT IS ORDERED that judgment in ejectment is entered in favor of Plaintiff Yasin N Khan No. 2 LLC, Successor in Interest to Evy I. Cloonan (Plaintiff Yasin N Khan No. 2 LLC) and against Open MRI of Allentown, LLC a/k/a Open Air MRI of Allentown a/k/a Open Air MRI of Allentown, Inc. (Open MRI of Allentown, LLC.) Plaintiff Yasin N. Khan No. 2 LLC is entitled to recover from Defendant Open MRI of Allentown, LLC, possession of 1146 S. Cedar Crest Boulevard, Allentown, Pennsylvania 18103, and that Defendant Open MRI of Allentown, LLC, shall not unlawfully withhold from Plaintiff Yasin N. Khan No. 2 LLC the possession of 1146 S. Cedar Crest Boulevard, Allentown, Pennsylvania 18103.

IT IS FURTHER ORDERED that judgment is entered in favor Plaintiff Yasin N. Khan No. 2 LLC, and against Defendant Open MRI of Allentown, LLC, in the amount of \$48,870.36 for rent owed by Defendant Open MRI of Allentown, LLC, for occupying the third floor of 1146 S. Cedar Crest Boulevard, Allentown, Pennsylvania 18103, from January 1, 2017 through September 30, 2019.

IT IS FURTHER ORDERED that judgment is entered in favor of Plaintiff Yasin N. Khan No. 2 LLC, and against Defendant Open MRI of Allentown, LLC, on Defendant's claims of breach of contract, promissory estoppel and equitable estoppel.

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

Bang, Chil Ho, dec'd.

Late of Whitehall.
Executrix: Charlene Bang.
Attorneys: Robert M. Knauer, Esquire, Knauer & Davenport, 143 North Eighth St., Allentown, PA 18101.

Bobb, Ned O., dec'd.

Late of 1440 W. Walnut Street, Apt. 406, Allentown.
Personal Representative: Sandra Illigasch c/o Stuart T. Shmookler, Esquire, Gross McGinley, LLP, 33 S. 7th Street, P.O. Box 4060, Allentown, PA 18105-4060.
Attorneys: Stuart T. Shmookler, Esquire, Gross McGinley, LLP, 33 S. 7th Street, P.O. Box 4060, Allentown, PA 18105-4060.

Buehrle, Paul L., dec'd.

Late of the Township of South Whitehall.
Executrix: Pamela J. Buehrle c/o Mark P. Albright, Esquire, 403 Main Street, Hellertown, PA 18055-1721.

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

Christein, Gerald N., dec'd.

Late of New Tripoli.
Personal Representative: Brian S. Christein c/o Ryan K. Fields, Esquire, One West Broad Street, Suite 700, Bethlehem, PA 18018.
Attorney: Ryan K. Fields, Esquire, One West Broad Street, Suite 700, Bethlehem, PA 18018.

Cochrane, Joan E., dec'd.

Late of Slatington City.
Executor: Thomas W. Cochrane, 344 Basswood Ct., Conway, SC 29526.

Cope, Marie E., dec'd.

Late of Emmaus.
Executor: Russell H. Cope c/o Rebecca M. Young, Esq. and Lia K. Snyder, Esq., Young & Young, 119 E. Main Street, Macungie, PA 18062.
Attorneys: Rebecca M. Young, Esq. and Lia K. Snyder, Esq., Young & Young, 119 E. Main Street, Macungie, PA 18062.

Datta, Jean P., dec'd.

Late of the Township of Whitehall.
Executor: John A. Moyer.
Attorney: Dean C. Berg, Esquire, 1820 Main Street, P.O. Box 10, Northampton, PA 18067-0010.

Diehl, Lillian, dec'd.

Late of Lehigh County.
Executrix: Donna Gregory a/k/a Donna M. Gregory, 7231 Cetronia Road, Allentown, PA 18106.
Attorney: Nancy K. Busch, Esquire, 825 North 19th Street, Allentown, PA 18104.

Gery, Nancy J. a/k/a Nancy Gery a/k/a Nancy June Gery, dec'd.

Late of Whitehall Township.
Executrix: Dorothy L. Brown c/o Patricia A. Coacher, Esq., 166 Allendale Road, King of Prussia, PA 19406.
Attorney: Patricia A. Coacher, Esq., 166 Allendale Road, King of Prussia, PA 19406.

Gilliard, Germaine, dec'd.

Late of Zionsville.
Executrix: Jean Emrich.
Attorneys: Christopher H. Meinzer, Esquire, MLO Associates, 516 Main Street, Pennsylvania, PA 18073, (215) 679-4554.

Huber, Marguerite Georgine a/k/a Marguerite G. Huber, dec'd.

Late of Allentown.
Executrix: Judith May Greig, 145 S. 5th Street, Lehigh, PA 18235.
Attorney: Nancy K. Busch, Esquire, 825 North 19th Street, Allentown, PA 18104.

Kleckner, Jeffrey D., dec'd.

Late of Allentown.
Executor: Brent Haley c/o David M. Roth, Esquire, 123 North Fifth Street, Allentown, PA 18102.
Attorney: David M. Roth, Esquire, 123 North Fifth Street, Allentown, PA 18102.

Kuncio, Mary a/k/a Mary V. Kuncio a/k/a Mary Veronica Kuncio, dec'd.

Late of Emmaus Borough.
Executor: Michael Kuncio c/o John O. Stover, Jr., Esquire, 537 Chestnut Street, Emmaus, PA 18049.

Attorney: John O. Stover, Jr., Esquire, 537 Chestnut Street, Emmaus, PA 18049.

Lang, Carolyn J., dec'd.

Late of Lower Macungie Township.
Executor: James W. Lang c/o Richard W. Shaffer, Jr., Esquire, Swartz & Associates, 7736 Main Street, Fogelsville, PA 18051.
Attorneys: Richard W. Shaffer, Jr., Esquire, Swartz & Associates, 7736 Main Street, Fogelsville, PA 18051.

Larimer, Mary Ruth a/k/a Mary R. Larimer, dec'd.

Late of Mahoning Township.
Administratrix: Caroline R. Etchberger, 1404 Whitfield Blvd., West Lawn, PA 19609.
Attorney: Scott C. Painter, Esquire, 906 Penn Ave., P.O. Box 6269, Wyomissing, PA 19610.

Lenhart, Mildred H., dec'd.

Late of Whitehall Township.
Executor: Bruce K. Lenhart, 837 Powder Mill Hollow Rd., Boyertown, PA 19512.
Attorney: Thomas D. Leidy, Esq., 42 E. 3rd St., Boyertown, PA 19512.

Malia, Carol L., dec'd.

Late of Allentown.
Administrator: Brian Thomas Malia c/o David M. Roth, Esquire, 123 North Fifth Street, Allentown, PA 18102.
Attorney: David M. Roth, Esquire, 123 North Fifth Street, Allentown, PA 18102.

Mascornick, Ann Carol a/k/a A. Carol Mascornick a/k/a Ann C. Mascornick a/k/a Carol A. Mascornick, dec'd.

Late of Allentown.

Executor: Joseph P. Connaughton, 285 Pine Cove Court, Lehighton, PA 18235.

Attorneys: Matthew G. Schnell, Esquire, Strubinger Law, P.C., 505 Delaware Avenue, P.O. Box 158, Palmerton, PA 18071-0158.

McFadden, Edward E., dec'd.

Late of Allentown.

Executrix: Patricia Hatzai c/o Steven A. Litz, Esquire, 4744 Hamilton Boulevard, Allentown, PA 18103.

Attorney: Steven A. Litz, Esquire, 4744 Hamilton Boulevard, Allentown, PA 18103.

Miller, Carlton D. a/k/a Carlton Dunn Miller, dec'd.

Late of South Whitehall Township.

Administratrix: Elizabeth S. Horbal, 273 Sparrow Lane, Ephrata, PA 17522.

Morgenstern, Patricia A., dec'd.

Late of Allentown.

Executor: Jay M. Morgenstern. Attorneys: Robert M. Knauer, Esquire, Knauer & Davenport, 143 North Eighth St., Allentown, PA 18101.

Muth, Eugene E., dec'd.

Late of Orefield.

Executrix: Sharon Drudy a/k/a Sharon Darlene Drudy c/o Sally L. Schoffstall, Esquire, Schoffstall Elder Law, 2987 Corporate Court, Suite 200, Orefield, PA 18069.

Attorneys: Sally L. Schoffstall, Esquire, Schoffstall Elder Law, 2987 Corporate Court, Suite 200, Orefield, PA 18069.

Scott, Samuel A., dec'd.

Late of Alburtis.

Executrix: M. Jean Scott, P.O. Box 428, Alburtis, PA 18011.

Shields, Mary Joan, dec'd.

Late of Allentown City.

Executrix: Mary Lynne Toth, 681 Palomino Drive, Catasauqua, PA 18032.

Attorneys: Ford Law Office LLC, 645 Hamilton Street, Suite 520, Allentown, PA 18101.

Sywensky, Dolores M. a/k/a Dolores Mae Sywensky, dec'd.

Late of Whitehall Township.

Executor: Terry Sywensky c/o James R. Nanovic, Esquire, Nanovic Law Offices, 57 Broadway, P.O. Box 359, Jim Thorpe, PA 18229.

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

Tridico, Marjorie S., dec'd.

Late of South Whitehall Township.

Executor: Robert S. Tridico, 1040 Webster Avenue, Allentown, PA 18103.

Attorneys: Mark H. Scoblionko, Esquire, Scoblionko, Scoblionko, Muir & Melman, 2030 West Tilghman Street, Suite 105, Allentown, PA 18104.

Urland, Mary, dec'd.

Late of Emmaus.

Executor: Robert Urland, 491 Dogwood Way, Dawsonville, GA 30534.

Volpe, Pierina Joan a/k/a Pierina J. Volpe, dec'd.

Late of Allentown.

Executrix: Donna M. Christ c/o Eric R. Strauss, Esquire, Worth, Magee & Fisher, P.C., 2610 Walbert Avenue, Allentown, PA 18104.

Attorneys: Eric R. Strauss, Esquire, Worth, Magee & Fisher, P.C., 2610 Walbert Avenue, Allentown, PA 18104.

Williams, Joseph E. a/k/a Joseph Eugene Williams, dec'd.

Late of 1311 Lehigh Avenue, Allentown.

Personal Representative: Theodore Williams c/o James A. Ritter, Esquire, 111 E. Harrison St., Suite 2, Emmaus, PA 18049-2916.

Attorney: James A. Ritter, Esquire, 111 E. Harrison Street, Suite 2, Emmaus, PA 18049-2916.

SECOND PUBLICATION

Bobenko, Michael J., dec'd.

Late of North Whitehall Township.

Administratrix: Christine L. Brotzman c/o Eric R. Strauss, Esquire, Worth, Magee & Fisher, P.C., 2610 Walbert Avenue, Allentown, PA 18104.

Attorneys: Eric R. Strauss, Esquire, Worth, Magee & Fisher, P.C., 2610 Walbert Avenue, Allentown, PA 18104.

Boyle, Charles C., dec'd.

Late of Lehigh County.

Executrix: Ann Marie Stevenson c/o Reich & Furst Law Offices, 121 N. Cedar Crest Blvd., Suite B, Allentown, PA 18104.

Attorneys: James L. Reich, Esquire, Reich & Furst Law Offices, 121 N. Cedar Crest Blvd., Suite B, Allentown, PA 18104, (610) 433-2430.

Gregory, Eleanor S. a/k/a Eleanor S. Carlson, dec'd.

Late of Whitehall City.

Executors: Diane L. Casner, 3017 Taft St., Wall, NJ 07719 and Glenn S. Shannon, 221 Skyview Ct., Kutztown, PA 19530.

Heimbach, Boris D. a/k/a Boris Demetri Heimbach a/k/a Boris DeMetra Heimbach, dec'd.

Late of Whitehall Township.

Executrix: Jill P. Kelly, 2722 Halleck Drive, Whitehall, PA 18052.

Hoysan, Russell, Sr., dec'd.

Late of 1924 W. Turner Street, Allentown.

Personal Representative: Deborah A. Hoysan c/o R. Nicholas Nanovic, Esquire, Gross McGinley, LLP, 33 South 7th Street, P.O. Box 4060, Allentown, PA 18105-4060.

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

Kaczmar, Thomas, dec'd.

Late of Whitehall.

Executrix: Kristi Davis, 119 Asbury Rd., Churchville, MD 21028.

Kern, Gladys M., dec'd.

Late of Allentown.

Executrix: Diane M. Starr c/o Jon A. Swartz, Esquire, 7736 Main Street, Fogelsville, PA 18051.

Attorney: Jon A. Swartz, Esquire, 7736 Main Street, Fogelsville, PA 18051.

Leayman, Doris L., dec'd.

Late of Allentown.

Personal Representative: Doris M. Smith c/o Ryan K. Fields, Esquire, One West Broad Street, Suite 700, Bethlehem, PA 18018.

Attorneys: Ryan K. Fields, Esquire, King Spry Herman Freund & Faul LLC, One West

Broad Street, Suite 700, Bethlehem, PA 18018, (610) 332-0390.

Locher, John J., dec'd.

Late of the City of Allentown.
Executor: Jay J. Locher c/o Amanda Racines Lovett, Esquire, Gardner, Racines & Sheetz, 3968 Maulfair Place, Allentown, PA 18103.
Attorneys: Amanda Racines Lovett, Esquire, Gardner, Racines & Sheetz, 3968 Maulfair Place, Allentown, PA 18103.

McIntosh-Johnson, Chante D., dec'd.

Late of Allentown City.
Administratrix: Barbara A. Finney, 733 1/2 N. 7th St., Allentown, PA 18102.
Attorney: Bruce W. Weida, Esquire, 245 Main St., Emmaus, PA 18049.

Mitchell, Theresa M., dec'd.

Late of the City of Allentown.
Administrator: Jack Mitchell c/o Kristen L. Behrens, Esq., 457 Haddonfield Rd., Ste. 700, Cherry Hill, NJ 08002.
Attorneys: Kristen L. Behrens, Esq., Dilworth Paxson LLP, 457 Haddonfield Rd., Ste. 700, Cherry Hill, NJ 08002.

Pittner, Nancy L. a/k/a Nancy Pittner, dec'd.

Late of the City of Bethlehem.
Executrices: Elizabeth A. Fritz and Frances M. Morecz c/o Charles W. Stopp, Esq., Steckel and Stopp LLC, 125 S. Walnut Street, Suite 210, Slatington, PA 18080.
Attorneys: Charles W. Stopp, Esq., Steckel and Stopp LLC, 125 S. Walnut Street, Suite 210, Slatington, PA 18080.

Sharshon, Walter A., dec'd.

Late of Lower Macungie Township.
Executors: Gregory Sharshon, 4563 N. Hedgerow Dr., Allentown, PA 18103 and Cynthia K. Massa, 5291 Andrea Dr., Allentown, PA 18106.

Smith, Betty Lou a/k/a Betty Smith, dec'd.

Late of Emmaus Borough.
Executors: Edward F. Smith, 107 Eagle Court, Ocean View, DE 19970, Terrance D. Smith, 505 E. Smith St., Topton, PA 19562, Timothy B. Smith, 731 Henry Dr., Emmaus, PA 18049 and Jennifer A. Riggs, 15 Church St., P.O. Box 272, Allentown, PA 18011.

Snyder, Arline M., dec'd.

Late of the Township of Upper Saucon.
Executor: Dennis L. Snyder a/k/a Dennis Lee Snyder c/o George M. Vasiliadis, Esquire, Vasiliadis Pappas Associates, LLC, 2551 Baglyos Circle, Suite A-14, Bethlehem, PA 18020.
Attorneys: George M. Vasiliadis, Esquire, Vasiliadis Pappas Associates, LLC, 2551 Baglyos Circle, Suite A-14, Bethlehem, PA 18020.

Wagstaff, William M., dec'd.

Late of Upper Milford Township.
Executrix: Debra A. Wagstaff c/o Eric R. Strauss, Esquire, Worth, Magee & Fisher, P.C., 2610 Walbert Avenue, Allentown, PA 18104.
Attorneys: Eric R. Strauss, Esquire, Worth, Magee & Fisher, P.C., 2610 Walbert Avenue, Allentown, PA 18104.

THIRD PUBLICATION

Alvarez, Wilma a/k/a Wilma Alvarez-Cooney a/k/a Wilma Cooney, dec'd.
Late of Allentown City.
Administrator: Tony Alvarez,
719 N. Hoffert St., Bethlehem,
PA 18015.

Boldissar, Kathryn L., dec'd.
Late of 3111 North 2nd Street,
Whitehall.
Executor: Gabriel A. Boldissar,
Jr., 680 East 20th Street,
Northampton, PA 18067.
Attorney: Lee A. Conrad, Es-
quire, 3 North Main Street,
Topton, PA 19562.

Crum, Kathleen J., dec'd.
Late of Allentown.
Executor: Timothy C. Gunnet-
Shoval c/o Fitzpatrick Lentz &
Bubba, P.C., Two City Center,
645 West Hamilton Street, Suite
800, Allentown, PA 18101.
Attorneys: Fitzpatrick Lentz &
Bubba, P.C., Two City Center,
645 West Hamilton Street, Suite
800, Allentown, PA 18101.

Groller, Rodney F., dec'd.
Late of 645 N. Irving Street, Al-
lentown.
Personal Representative: Keith
E. Groller c/o James A. Ritter,
Esquire, 111 E. Harrison St.,
Suite 2, Emmaus, PA 18049-
2916.
Attorney: James A. Ritter, Es-
quire, 111 E. Harrison Street,
Suite 2, Emmaus, PA 18049-
2916.

**Haberern, Edward John a/k/a
Edward J. Haberern a/k/a
Edward John Haberern, M.D.,
dec'd.**
Late of Whitehall Township.

Executor: Edward Richard Ha-
berern c/o Charles W. Stopp,
Esquire, Steckel and Stopp LLC,
125 S. Walnut Street, Suite 210,
Slatington, PA 18080.
Attorneys: Charles W. Stopp,
Esquire, Steckel and Stopp LLC,
125 S. Walnut Street, Suite 210,
Slatington, PA 18080.

Hahn, Harold W., dec'd.
Late of Allentown.
Executrix: Sharon L. Hahn,
3150 Lehigh Street, Apt. 202,
Whitehall, PA 18052.
Attorney: John R. K. Solt, Esq.,
2045 Westgate Dr., Suite 404B,
Bethlehem, PA 18017.

**Henne, Nancy A. a/k/a Nancy
Adele Henne, dec'd.**
Late of 4605 Werleys' Corner
Road, New Tripoli, Township of
New Tripoli.
Co-Executors: Stanley R.
Henne, Jr., 410 N. 5th Street,
Hamburg, PA 19526 and Robert
W. Henne, 557 N. 5th Street,
Hamburg, PA 19526.
Attorneys: Robert R. Kreitz,
Esquire, Kreitz|Gallen-Schutt,
1210 Broadcasting Road, Suite
103, Wyomissing, PA 19610.

Highet, William, Jr., dec'd.
Late of Whitehall.
Executor: David W. Highet c/o
The Roth Law Firm, 123 North
Fifth Street, Allentown, PA
18102.
Attorneys: Robert B. Roth, Es-
quire, The Roth Law Firm, 123
North Fifth Street, Allentown,
PA 18102.

Kresge, Todd W., dec'd.
Late of the Borough of White-
hall.
Administrator: Bruce Alan
Kresge, 2149 Catasauqua Road,
Bethlehem, PA 18018.

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

Lerner, Selma, dec'd.

Late of the City of Allentown.
Executor: Robbie Cohen.
Attorneys: Joseph J. Piperato, III, Esquire, Piperato Law Office, LLC, 3894 Courtney Street, Suite 105, Bethlehem, PA 18017, (610) 625-3878.

Longenbach, Randy L., dec'd.

Late of Macungie.
Executrix: Mindy D. Longenbach c/o William J. Fries, Esquire, The Atrium, 2895 Hamilton Boulevard, Suite 106, Allentown, PA 18104.
Attorney: William J. Fries, Esquire, The Atrium, 2895 Hamilton Boulevard, Suite 106, Allentown, PA 18104.

McKeegan, Patrick G. a/k/a Patrick Gerard McKeegan, dec'd.

Late of 6043 Lower Macungie Road, Macungie.
Executor: Patrick G. McKeegan, Jr., 2415 Cross Creek Road, Macungie, PA 18062.
Attorneys: William G. Malkames, Esq., Malkames Law Office, 509 W. Linden Street, Allentown, PA 18101.

Moening, James Louis a/k/a James L. Moening, dec'd.

Late of the City of Allentown.
Executor: James Paul Moening c/o Norris McLaughlin, P.A., 515 West Hamilton Street, Suite 502, Allentown, PA 18101.
Attorneys: Dolores A. Laputka, Esquire, Norris McLaughlin, P.A., 515 West Hamilton Street, Suite 502, Allentown, PA 18101.

Montzman, Esther A. a/k/a Esther Angela Montzman, dec'd.

Late of Allentown.
Executor: Anthony Da Re, 1017 B West St., Box 399, Mifflinville, PA 18631.

Newcomer, Marlin P., dec'd.

Late of the Township of S. Whitehall.
Administrator: Tracy J. Gregory.
Attorneys: Joseph J. Piperato, III, Esquire, Piperato Law Office, LLC, 3894 Courtney Street, Suite 105, Bethlehem, PA 18017, (610) 625-3878.

Schierwagen, Alfred, dec'd.

Late of 1123 Interchange Road, Gilbert.
Executor: William Schierwagen, 4054 Heather Court, Northampton, PA 18067.
Attorneys: William G. Malkames, Esq., Malkames Law Office, 509 W. Linden Street, Allentown, PA 18101.

Schnellman, Erna, dec'd.

Late of 4781 Spring Drive, Center Valley.
Executrices: Susan E. Yaindl, 4781 Spring Drive, Center Valley, PA 18034 and Linda A. Roset, 4811 Spring Drive, Center Valley, PA 18034.
Attorneys: William G. Malkames, Esq., Malkames Law Office, 509 W. Linden Street, Allentown, PA 18101.

Stein, Stanley I., dec'd.

Late of Allentown.
Executrix: Many L. Stein c/o Knafo Law Offices, 1409 Hausman Rd., Allentown, PA 18104.
Attorney: Jerry R. Knafo, Esq., 1409 Hausman Rd., Allentown, PA 18104.

Stoudnour, Kelsey L., dec'd.

Late of Allentown City.
Administrator: Chad J. Stoudnour, 4339 Salem Drive, Emmaus, PA 18049.
Attorney: E. Keller Kline, III, Esquire, 731 W. Turner Street, Allentown, PA 18102.

Vanskike, Lowell L., dec'd.

Late of Emmaus.
Executrix: Beth Sue Desch a/k/a Beth S. Desch c/o Emily A. Zettlemoyer, Esquire, Zettlemoyer Law Office, LLP, 53 North 3rd Street, Emmaus, PA 18049.
Attorneys: Emily A. Zettlemoyer, Esquire, Zettlemoyer Law Office, LLP, 53 North 3rd Street, Emmaus, PA 18049.

West, William N., IV, dec'd.

Late of 800 Hausman Road, Apt. #404, Allentown.
Personal Representative: Kathryn C. Lange a/k/a Kathryn Cook Lange c/o R. Nicholas Nanovic, Esquire, Gross McGinley, LLP, 33 South 7th Street, P.O. Box 4060, Allentown, PA 18105-4060.
Attorneys: R. Nicholas Nanovic, Esquire, Gross McGinley, LLP, 33 South 7th Street, P.O. Box 4060, Allentown, PA 18105-4060.

Yost, Charles A., dec'd.

Late of Allentown.
Executrix: Denise Diehl, 132 N. 7th Street, P.O. Box 428, Bally, PA 19503.

NOTICE OF INCORPORATION

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed pursuant to the provisions of the Pennsylvania Business Corporation Law of 1988 as amended, by the following corporation named:

ExperienceVR Studios, Inc.

F-28

NOTICE OF INCORPORATION

NOTICE IS HEREBY GIVEN that Articles of Incorporation—Nonprofit have been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purpose of obtaining a Certificate of Incorporation pursuant to the provisions of the Nonprofit Corporation Law of the Commonwealth of Pennsylvania, Act of December 21, 1988, as amended, by the following corporation:

The Name of the Corporation is:
CATASAUQUA

FIREFIGHTERS ASSOCIATION

The Articles of Incorporation were filed on February 5, 2020.
JEFFREY R. DIMMICH, ESQ.
DIMMICH & DINKELACKER, P.C.
2987 Corporate Court
Suite 210
Orefield, PA 18069
(610) 398-1800

F-28

CHANGE OF NAME NOTICE

In the Court of Common Pleas of
Lehigh County
Civil Action—Law

NO. 2020-C-0462

NOTICE IS HEREBY GIVEN that on February 11, 2020, the Petition of Hannah Snyder-Samuelson for a Change of Name has been filed in the above named Court, praying for a Decree to change the name of Petitioner from Hannah Penrose Snyder-Samuelson to Carter Penrose Snyder-Samuelson.

The Court has fixed April 17, 2020 at 9:30 A.M. in Courtroom No. 5C, Lehigh County Courthouse, Allentown, Pennsylvania, as the date and place for the hearing of said Petition. All persons interested in the proposed change of name may appear and show cause, if any they have, why the prayer of said Petitioner should not be granted.

F-28

LEHIGH LAW JOURNAL

CHANGE OF NAME NOTICE

In the Court of Common Pleas of
Lehigh County
Civil Action—Law

NO. 2020-C-0548

NOTICE IS HEREBY GIVEN that on February 18, 2020, the Petition of Hua Xiang, Liang He has been filed in the above named Court, praying for a Decree to change the name of minor child from Nathan Donghan He to Nathan Donhan Hexiang.

The Court has fixed Monday, April 6, 2020 at 9:30 A.M. in Courtroom No. 2A, Lehigh County Courthouse, Allentown, Pennsylvania, as the date and place for the hearing of said Petition. All persons interested in the proposed change of name may appear and show cause, if any they have, why the prayer of said Petitioners should not be granted.

F-28

LEGAL NOTICE—
NOTICE OF TERMINATION OF
PARENTAL RIGHTS

In the Court of Common Pleas
Lebanon County, Pennsylvania
Orphans' Court Division

No. 2019-565

IN RE: INVOLUNTARY
TERMINATION OF W.M.L.

To: Michael W. Negron, father of a female child, W.M.L. born in 2017 to Rebecca Dannielle LaFavor

A Petition has been filed asking the Court to put an end to all rights you have to your child, W.M.L. The Court has set a hearing to consider ending your rights to your child. That hearing will be held in Courtroom No. 3, Lebanon County Courthouse, 400 South Eighth Street, Lebanon, PA, on March 31, 2020 at 8:30 a.m. You have the right to be present at the termination hearing. 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.

MIDPENN LEGAL SERVICES
120 North Eighth Street
Lebanon, PA 17046
(717) 274-2834

F-28

NOTICE

IN RE: Certificate of Title for 1946
Willys Jeep, VIN #CJ2A94684

NOTICE IS HEREBY GIVEN that the Petition of David W. Coombs, Jr., was filed to No. 2020-C-0138, requesting an order to receive the appropriate Certificate of Title for the above-referenced vehicle. The Court has fixed April 13, 2020, at 9:30 A.M., in Courtroom No. 8, Lehigh County Courthouse, 5th and Hamilton Streets, Allentown, PA, as the time and place for the hearing of said Petition, when and where all interested parties may appear and show cause, if any, why the request of the Petition should not be granted.

F-28

NOTICE

IN RE: Certificate of Title for 1958
Willys Jeep, VIN #5754879867

NOTICE IS HEREBY GIVEN that the Petition of David W. Coombs, Jr., was filed to No. 2020-C-0139, requesting an order to receive the appropriate Certificate of Title for the above-referenced vehicle. The Court has fixed April 13, 2020, at 9:30 A.M., in Courtroom No. 8, Lehigh County Courthouse, 5th and Hamilton

Streets, Allentown, PA, as the time and place for the hearing of said Petition, when and where all interested parties may appear and show cause, if any, why the request of the Petition should not be granted.

F-28

NOTICE OF HEARING

RE: Free and Clear Sale

A Petition has been filed asking the Court to enter a Decree that the below referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

Docket; Owner(s); Property Location; Municipality.

2019-tx-26; Baader, Herman C.; 2632 S. 4th St.; City of Allentown.

2019-tx-32; C. Everett Inc.; 412 E. Susquehanna St.; City of Allentown.

2019-tx-22; C. Everett Inc.; 741 N. Kiowa St.; City of Allentown.

2019-tx-27; Fedo, Cheryl; 39 S. 13th St.; City of Allentown.

2019-tx-4; Liciago, Angel & Yolanda Vargas; 1136 E. Livingston St.; City of Allentown.

2019-tx-6; Lindsay, Joseph D., II; 731 N. Front St.; City of Allentown.

2019-tx-30; Mosser, James R. & Kathleen A.; 420 N. Albright Ave. Rear; City of Allentown.

2019-tx-14; Oswald, Brady; 1130 W. Maple St.; City of Allentown.

2019-tx-16; Rehrig, Bruce A. & Judy L.; 516 E. Court St.; City of Allentown.

2019-tx-3; Tyler, Keith & Raquel Phelps; 235 N. Railroad St.; City of Allentown.

2019-tx-56; Williams, Shirley E. & Roland T., Jr.; 734 N. 5th St.; City of Allentown.

2019-tx-21; Young, Randall M. & Sandra; 2554 S. Ivy St. Rear; City of Allentown.

2019-tx-55; Serrano, George & Janet; 920 N. Fair St.; City of Allentown.

2019-tx-54; Shehadeh, George S.; 409 N. 5th St.; City of Allentown.

2019-tx-53; Devine Andrew & Maryann; 408.5 N. Penn St.; City of Allentown.

2019-tx-44; Clift, Dennis W.; 420 W. Tilghman St.; City of Allentown.

2019-tx-61; Efrain, Villeda; 1029 W. Turner St.; City of Allentown.

2019-tx-60; Abdul, Mansour; 715.5 W. Whitehall St.; City of Allentown.

2019-tx-13; Rosado Investment Group LLC; S. 16th St.; Borough of Emmaus.

2019-tx-34; Noto, Joseph J. & Diane L.; Reservoir Rd.; Heidelberg Township.

2019-tx-10; Podorsky, Michael & Laura; 6620 Phillips Rd.; Heidelberg Township.

2019-tx-15; Romig, Tony & Patricia Gross; 5755 Pfeiffer Cir.; Heidelberg Township.

2019-tx-7; Schettig, Edward L., Jr.; 5749 Pfeiffer Cir.; Heidelberg Township.

2019-tx-43; Sarnicky, Joleen; 5769 Pfeiffer Cir.; Heidelberg Township.

2019-tx-38; Dubois, H. Theodore & Joan L.; Brobst Hill Rd.; Lynn Township.

2019-tx-33; Miller, Carl B. & B. J. Revoc. Liv. Trust; 7991 Kings Hwy.; Lynn Township.

2019-tx-40; Foley, Allen F.; 82 Hickory Dr.; Salisbury Township.

2019-tx-5; Giordano, Anthony; 2944 Maple Ct.; Salisbury Township.

2019-tx-9; Tan, Danny; 1617 Seidersville Rd.; Salisbury Township.

2019-tx-52; Comfort, Lori A.; 459 Chestnut St.; Slatington Borough.

2018-tx-55; Samuels, Paul A. & Paulette F.; 27 Willow Ave.; Slatington Borough.

2019-tx-35; Groff, Charles David; 3144 Chestnut Hill Rd.; Upper Saucon Township.

2019-tx-20; Szacska, Kennard & Gloria; 9111 N. Loop Rd.; Washington Township.

2019-tx-19; Cogle, Shaun; 9801 Davies Dr.; Weisenberg Township.

2019-tx-18; Sema, Donaldson Nuvaga; 7th St.; Whitehall Township.

NOTICE IS HEREBY GIVEN to the above individuals and entities along with their successors, heirs, personal representatives and assigns, and all individuals and entities hold-

ing interest in the above properties. The Court has set a hearing on said Petition. The hearing will be held as set forth below.

NOTICE IS HEREBY GIVEN to SANDRA E. ARTZ that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-56; Williams, Shirley E. & Roland T., Jr.; 734 N. 5th St.; City of Allentown.

NOTICE IS HEREBY GIVEN to ANTHONY GIORDANO that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-5; Giordano, Anthony; 2944 Maple Ct.; Salisbury Township.

NOTICE IS HEREBY GIVEN to JOSEPH D. LINDSAY, II & ANDELINA NGO that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-6; Lindsay, Joseph D., II; 731 N. Front St.; City of Allentown.

NOTICE IS HEREBY GIVEN to SCHETTIG, EDWARD L., JR. that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-7; Schettig, Edward L., Jr.; 5749 Pfeiffer Cir.; Heidelberg Township.

NOTICE IS HEREBY GIVEN to TAN, DANNY that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-9; Tan, Danny; 1617 Seidersville Rd.; Salisbury Township.

NOTICE IS HEREBY GIVEN to LAURA PODORSKY & LYNELL PODORSKY, AS EXEC. OF ESTATE OF MICHAEL PODORSKY that a

Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-10; Podorsky, Michael & Laura; 6620 Phillips Rd.; Heidelberg Township.

NOTICE IS HEREBY GIVEN to REHRIG, BRUCE A. & JUDY L. & THE CHASE MANHATTAN BANK & EQUITY ONE INC. that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-16; Rehrig, Bruce A. & Judy L.; 516 E. Court St.; City of Allentown.

NOTICE IS HEREBY GIVEN to SEMA, DONALDSON NUVAGA that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-18; Sema, Donaldson Nuvaga; 7th St.; Whitehall Township.

NOTICE IS HEREBY GIVEN to COUGLE, SHAUN that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-19; Cogle, Shaun; 9801 Davies Dr.; Weisenberg Township.

NOTICE IS HEREBY GIVEN to DISCOVER BANK & BANK OF AMERICA that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-21; Young, Randall M. & Sandra; 2554 S. Ivy St. Rear; City of Allentown.

NOTICE IS HEREBY GIVEN to FEDO, CHERYL that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-27; Fedo, Cheryl; 39 S. 13th St.; City of Allentown.

NOTICE IS HEREBY GIVEN to MOSSER, JAMES R. & KATHLEEN A. & CIENA CAPITAL, LLC & INDEPENDENCE CORPORATE PARK & HSBC BANK that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-30; Mosser, James R. & Kathleen A.; 420 N. Albright Ave. Rear; City of Allentown.

NOTICE IS HEREBY GIVEN to NOTO, JOSEPH J. & DIANE L. & ELMER S. HENEY, AS POWER OF ATTORNEY that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-34; Noto, Joseph J. & Diane L.; Reservoir Rd.; Heidelberg Township.

NOTICE IS HEREBY GIVEN to GROFF, CHARLES DAVID that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-35; Groff, Charles David; 3144 Chestnut Hill Rd.; Upper Saucon Township.

NOTICE IS HEREBY GIVEN to SARNICKY, JOLEEN that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-43; Sarnicky, Joleen; 5769 Pfeiffer Cir.; Heidelberg Township.

NOTICE IS HEREBY GIVEN to CHERYL & JEREMY CLIFT that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-44; Clift, Dennis W.; 420 W. Tilghman St.; City of Allentown.

NOTICE IS HEREBY GIVEN to COMFORT, LORI A. that a Petition has been filed asking the Court to

enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-52; Comfort, Lori A.; 459 Chestnut St.; Slatington Borough.

NOTICE IS HEREBY GIVEN to DEVINE, ANDREW & MARYANN & BARCLAYS BANK DELAWARE that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-53; Devine, Andrew & Maryann; 408.5 N. Penn St.; City of Allentown.

NOTICE IS HEREBY GIVEN to SHEHADEH, GEORGE S. & CENTRAL PENN CAPITAL MANAGEMENT, LLC & NOVA BANK that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-54; Shehadeh, George S.; 409 N. 5th St.; City of Allentown.

NOTICE IS HEREBY GIVEN to SERRANO, GEORGE & JANET that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-55; Serrano, George & Janet; 920 N. Fair St.; City of Allentown.

NOTICE IS HEREBY GIVEN to VILLEDA, EFRAIN & FEDERAL HOME LOAN MORTGAGE CORP. that a Petition has been filed asking the Court to enter a Decree that the below-referenced properties be sold free and clear of all respective claims, liens, mortgages and encumbrances:

2019-tx-61; Villeda, Efrain; 1029 W. Turner St.; City of Allentown.

Place: Lehigh County Courthouse, Courtroom 5B, 455 Hamilton Street, Allentown, PA 18101.

Date: April 3, 2020.
Time: 9:30 a.m.
Northeast Revenue Service, LLC
Agent for the Lehigh County
Tax Claim Bureau

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

The following Real Estate will be
sold at Sheriff's Sale
at 10:00 A.M.

Friday, March 27, 2020

*in the Courthouse, Fifth and
Hamilton Streets
Allentown, Pennsylvania.*

*Purchasers Must Immediately Pay
10% of the Purchase Price by
Certified Check.*

TO ALL PARTIES IN INTEREST
AND CLAIMANT:

Upon all sales where the filing of
a Schedule of Distribution is re-
quired, the said Schedule will be filed
by the Sheriff on a date specified by
the Sheriff not later than thirty (30)
days after sale, and a Deed will be
delivered to the PURCHASER and
distribution will be made in accor-
dance with the Schedule unless ex-
ceptions are filed thereto within ten
(10) days thereafter.

On sales where the filing of a
Schedule of Distribution is not re-
quired, a Deed will be delivered to the
PURCHASER after the expiration of
twenty (20) days from the date of sale,
unless exceptions are taken to the
sale within that period.

NO. 1

By virtue of a writ of execution No.
2019-C-1222, Pennymac Loan Ser-
vices, LLC v. Phillip Gruber and Su-
san Gruber, owners of property situ-
ate in the Borough of Emmaus,
Lehigh County, Pennsylvania, being
219 North 7th Street a/k/a 219 N.
7th Street, Emmaus, PA 18049.

Tax Assessment No. 54943575-
7327-1.

Improvements thereon: Residen-
tial property.

Attorneys
Matthew J. McDonnell, Esq.
Powers Kirn, LLC

NO. 2

By virtue of a writ of execution No.
2019-C-2489, Branch Banking and
Trust Company s/b/m to Susque-
hanna Bank v. Robert J. Duld, in His
Capacity As Heir of Ronald J. Duld,
Deceased; Heather Pisulak, in Her
Capacity As Heir of Ronald J. Duld,
Deceased; Unknown Heirs, Succes-
sors, Assigns and All Persons, Firms
or Associations Claiming Right, Title
or Interest From or Under Ronald J.
Duld, Deceased, owners of property
situate in the Borough of Coplay,
Lehigh County, Pennsylvania, being
232 South 4th Street, Coplay, PA
18037-1006.

Tax Assessment No. 54995441-
8916-1.

Improvements thereon: Residen-
tial dwelling.

Attorneys
Phelan Hallinan Diamond
& Jones, LLP

NO. 3

By virtue of a writ of execution No.
2017-C-0984, Pennsylvania Housing
Finance Agency v. Kwamex Fofana,
owner of property situate in the City
of Allentown, Lehigh County, Penn-
sylvania, being 723 North 22nd
Street, Allentown, PA 18104-3903.

Tax Assessment No. 54971018-
5325-1.

Improvements thereon: Residen-
tial dwelling.

Attorneys
Phelan Hallinan Diamond
& Jones, LLP

NO. 4

By virtue of a writ of execution No.
2019-C-1391, Santander Bank, N.A.
v. Eric A. Dieter, owner of property
situate in the Whitehall Township,
Lehigh County, Pennsylvania, being
219 Gallagher Road, Whitehall, PA
18052.

Tax Assessment No. 54981163-4741-1.

Improvements thereon: Residential dwelling.

Attorneys
Michael S. Bloom, Esq.
Pressman & Doyle, LLC

NO. 5

By virtue of a writ of execution No. 2019-C-1972, Wells Fargo Bank, N.A. s/b/m to Wachovia Bank, National Association v. Diane B. Berger; Gary J. Berger, owners of property situate in the City of Bethlehem, Lehigh County, Pennsylvania, being 1708 Kaywin Avenue, Bethlehem, PA 18018-1739.

Tax Assessment No. 64189403-8740-1.

Improvements thereon: Residential dwelling.

Attorneys
Phelan Hallinan Diamond
& Jones, LLP

NO. 6

By virtue of a writ of execution No. 2019-C-1691, Wells Fargo Bank, N.A. v. Thomas L. Antler, owner of property situate in the Upper Milford Township, Lehigh County, Pennsylvania, being 5920 Kings Highway South, Zionsville, PA 18092.

Tax Assessment No. 54828738-7029-1.

Improvements thereon: Residential dwelling.

Attorneys
Phelan Hallinan Diamond
& Jones, LLP

NO. 7

By virtue of a writ of execution No. 2019-C-2669, Pennymac Loan Services LLC v. Lawrence A. Peet, owner of property situate in the North Whitehall Township, Lehigh County,

Pennsylvania, being 4732 Kernsville Road, Orefield, PA 18069.

Tax Assessment No. 54688100-6951-1.

Improvements thereon: Residential dwelling.

Attorneys
KML Law Group, P.C.

NO. 8

By virtue of a writ of execution No. 2019-C-0948, U.S. Bank National Association As Legal Title Trustee for Truman 2016 SC6 Title Trust v. Estate of Shirley A. Dilliard, Deceased, owner of property situate in the Upper Macungie Township, Lehigh County, Pennsylvania, being 5550 Merry Lane, Allentown, PA 18104.

Tax Assessment No. 54763110-0828-1.

Improvements thereon: Single family—detached.

Attorneys
Emmanuel J. Argentieri, Esq.
Romano Garubo & Argentieri
Counselors at Law, LLC

NO. 9

By virtue of a writ of execution No. 2019-C-2156, Pennymac Loan Services, LLC v. Jeanne A. Reddinger and John W. Reddinger, owners of property situate in the Borough of Alburdis, Lehigh County, Pennsylvania, being 165 East Second Street, Alburdis, PA 18011.

Tax Assessment No. 54636657-3387-1.

Improvements thereon: Residential dwelling.

Attorneys
KML Law Group, P.C.

NO. 10

By virtue of a writ of execution No. 2019-C-2121, Reverse Mortgage Solutions, Inc. v. James D. Phelan

a/k/a James Phelan a/k/a James D. Phelan, owner of property situate in the City of Allentown, Lehigh County, Pennsylvania, being 192 Springhouse Road, Allentown, PA 18104.

Tax Assessment No. 54865512-7202-15.

Improvements thereon: Residential dwelling.

Attorneys
Robert Crawley, Esq.
RAS Citron, LLC

NO. 11

By virtue of a writ of execution No. 2019-C-1978, Nationstar Mortgage LLC d/b/a Mr. Cooper v. Walter C. Wagner, Jr. and Bonnie A. Wagner, owners of property situate in the City of Allentown, Lehigh County, Pennsylvania, being 1017 North 28th Street, a/k/a 1017-1023 North 28th Street, Allentown, PA 18104.

Tax Assessment No. 54877101-2756-1.

Improvements thereon: Residential dwelling.

Attorneys
Martha E. Von Rosenstiel, Esq.
Lorraine Gazzara Doyle, Esq.
Martha E. Von Rosenstiel, P.C.

NO. 12

By virtue of a writ of execution No. 2019-C-2605, Newrez LLC f/k/a New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing v. Armando Santiago, owner of property situate in the City of Allentown, Lehigh County, Pennsylvania, being 843 North Jordan Street, Allentown, PA 18102.

Tax Assessment No. 64071547-0428-1.

Improvements thereon: Residential dwelling.

Attorneys
Robert Crawley, Esq.
RAS Citron, LLC

NO. 13

By virtue of a writ of execution No. 2019-C-2173, Nationstar Mortgage LLC d/b/a Mr. Cooper v. Karen A. Santone, owner of property situate in the City of Allentown, Lehigh County, Pennsylvania, being 725 North 21st Street, Allentown, PA 18104.

Tax Assessment No. 54971170-2739-1.

Improvements thereon: Residential dwelling.

Attorneys
Martha E. Von Rosenstiel, Esq.
Lorraine Gazzara Doyle, Esq.
Martha E. Von Rosenstiel, P.C.

NO. 14

By virtue of a writ of execution No. 2019-C-1264, Midfirst Bank v. Richard J. Furbeck; Amanda Jo Furbeck a/k/a Amanda J. Furbeck, owners of property situate in the Lower Macungie Township, Lehigh County, Pennsylvania, being 7680 Aster Circle, Macungie, PA 18062.

Tax Assessment No. 54646328-0981-1.

Improvements thereon: Single family dwelling.

Attorneys
Cristina L. Connor, Esquire
Manley Deas Kochalski LLC

NO. 15

By virtue of a writ of execution No. 2019-C-1679, PNC Bank, National Association v. Larry J. Rikli; Carol A. Rikli, owners of property situate in the Upper Milford Township, Lehigh County, Pennsylvania, being 3254 Faith Road, Emmaus, PA 18049.

Tax Assessment No. 64030216-6447-1.

Improvements thereon: Single family dwelling.

Attorneys
Cristina L. Connor, Esquire
Manley Deas Kochalski LLC

NO. 16

By virtue of a writ of execution No. 2019-C-2705, Wilmington Savings Fund Society, FSB, Not in Its Individual Capacity, But Solely As Trustee for BCAT 2017-19TT v. Annette R. Bartholomew and Dale R. Bartholomew, owner(s) of property situate in the Lower Macungie Township, Lehigh County, Pennsylvania, being 7280 Mountain Road, Macungie, PA 18062.

Tax Assessment No. 54733312-9285-1.

Improvements thereon: Residential real estate.

Attorneys
Jessica N. Manis, Esquire
Stern & Eisenberg, PC

NO. 17

By virtue of a writ of execution No. 2018-C-1631, LSF10 Mortgage Holdings, LLC v. Darlyn L. Wagner; Stanley E. Metz, owners of property situate in the Salisbury Township, Lehigh County, Pennsylvania, being 810 Public Road, Bethlehem, PA 18015.

Tax Assessment No. 64178097-5177-1.

Improvements thereon: Single family dwelling.

Attorneys
Michael E. Carleton, Esq.
Manley Deas Kochalski LLC

NO. 18

By virtue of a writ of execution No. 2018-C-2843, Wells Fargo Bank, NA v. Frederick D. Steel, owner of property situate in the Upper Saucon Township, Lehigh County, Pennsylvania, being 4880 Mar Street, Coopersburg, PA 18036-8943.

Tax Assessment No. 64149011-4283-1.

Improvements thereon: Residential dwelling.

Attorneys
Phelan Hallinan Diamond
& Jones, LLP

NO. 19

By virtue of a writ of execution No. 2019-C-1619, JPMorgan Chase Bank, National Association v. Elisabeth C. Christman, owner of property situate in the Upper Saucon Township, Lehigh County, Pennsylvania, being 6496 Eichler Circle, Coopersburg, PA 18036-1382.

Tax Assessment No. 64242120-6224-1.

Improvements thereon: Residential dwelling.

Attorneys
Phelan Hallinan Diamond
& Jones, LLP

NO. 20

By virtue of a writ of execution No. 2019-C-2614, Branch Banking & Trust Company s/b/m KNBT, a Division of National Penn Bank v. Nanette Muth a/k/a Nanette M. Muth, owner of property situate in the Borough of Catasauqua, Lehigh County, Pennsylvania, being 731 Front Street, Catasauqua, PA 18032-2311.

Tax Assessment No. 54989907-0935-1.

Improvements thereon: Residential dwelling.

Attorneys
Phelan Hallinan Diamond
& Jones, LLP

NO. 21

By virtue of a writ of execution No. 2019-C-1330, Bank of America, N.A. v. Robert J. Gushue, III a/k/a Robert Gushue, owner of property situate in the Lower Macungie Township, Lehigh County, Pennsylvania, being 4071 and 4094 Mountain Road a/k/a 4071 Mountain Road, Macun-

gie, PA 18062 a/k/a 4071 Mountain Road, Apt. A, Macungie, PA 18062.

Tax Assessment Nos. 54638142-2555-1 and 546380194933-1.

Improvements thereon: Residential property and vacant property.

Attorneys
Powers Kirn, LLC

NO. 23

By virtue of a writ of execution No. 2018-C-1973, Midfirst Bank v. Gilvania Morel, Juan Ortiz, the United States of America and the Secretary of Housing and Urban Development, owners of property situate in the City of Allentown, Lehigh County, Pennsylvania, being 765 West Emaus Avenue, Allentown, PA 18103.

Tax Assessment No. 64063061-4989-1.

Improvements thereon: Residential dwelling house.

Attorneys
Leon P. Haller, Esq.
Purcell, Krug & Haller

NO. 24

By virtue of a writ of execution No. 2019-C-0306, Midfirst Bank v. Jose Ortiz, owner of property situate in the City of Allentown, Lehigh County, Pennsylvania, being 1242 N. Ulster Street a/k/a 1242 Ulster Street, Allentown, PA 18109.

Tax Assessment No. 64183162-1392-1.

Improvements thereon: Single family dwelling.

Attorneys
Cristina L. Connor, Esq.
Manley Deas Kochalski LLC

NO. 25

By virtue of a writ of execution No. 2018-C-2571, Wilmington Savings Fund Society, FSB, As Owner Trustee of the Residential Credit Opportunities Trust V-C v. Robert J. Gas-

daska, Jr., Individually and in His Capacity As Heir of Margaret E. Gasdaska, Deceased and Unknown Heirs, Successors, Assigns and All Person, Firms or Associations Claiming Right, Title or Interest From or Under Margaret E. Gasdaska, Deceased, owners of property situate in the City of Allentown, Lehigh County, Pennsylvania, being 1044 Graham Street, Fountain Hill, PA 18015.

Tax Assessment No. 64271231-5363-1.

Improvements thereon: Residential property.

Attorneys
Kaitlin D. Shire, Esq.
Hill Wallack LLP

NO. 26

By virtue of a writ of execution No. 2019-C-2331, Bayview Loan Servicing, LLC v. Richard S. Mulicka, Jr., owner of property situate in the City of Allentown, Lehigh County, Pennsylvania, being 1805 East Cedar Street, Allentown, PA 18109.

Tax Assessment No. 64172875-1628-1.

Improvements thereon: Residential dwelling.

Attorney
Roger Fay, Esq.

NO. 27

By virtue of a writ of execution No. 2019-C-2554, Branch Banking and Trust Company v. Gretchen K. Laubach, owner of property situate in the Lower Macungie Township, Lehigh County, Pennsylvania, being 2301 Goldenrod Drive, Macungie, PA 18062.

Tax Assessment No. 54649349-7153-1.

Improvements thereon: Residential dwelling.

Attorneys
McCabe, Weisberg & Conway, LLC

NO. 28

By virtue of a writ of execution No. 2018-C-3015, Federal National Mortgage Association (“Fannie Mae”) v. Justin R. Flores and Khyla R. Brandt, owners of property situate in the City of Allentown, Lehigh County, Pennsylvania, being 2408 West Greenleaf Street a/k/a 2410 West Greenleaf Street, Allentown, PA 18104.

Tax Assessment No. 54879141-8109-1.

Improvements thereon: Residential dwelling.

Attorneys

Martha E. Von Rosenstiel, Esq.
Lorraine Gazzara Doyle, Esq.
Martha E. Von Rosenstiel, P.C.

NO. 29

By virtue of a writ of execution No. 2013-CV-1029, FMFB Big Lakes, LLC v. Scott Kaplan d/b/a Deluxe Auto Body & Repairs and the United States of America, owners of property situate in the City of Allentown, Lehigh County, Pennsylvania, being 654 East Congress Street (a/k/a 656 East Congress Street), Allentown, PA 18103.

Tax Assessment No. 64077904-6200-1.

Improvements thereon: One-story building.

Attorneys

Scott A. Dietterick, Esq.
Kimberly A. Bonner, Esq.
JSDC Law Offices

NO. 30

By virtue of a writ of execution No. 2017-C-1298, New Residential Mortgage Loan Trust 2014-2 v. Hani Naaman a/k/a Hani A. Naaman; Charles Khal, owners of property situate in the City of Allentown, Lehigh County,

Pennsylvania, being 965 West Tilghman Street, Allentown, PA 18102.

Tax Assessment No. 54978303-0154-1.

Improvements thereon: Single family dwelling.

Attorneys

Cristina L. Connor, Esq.
Manley Deas Kochalski LLC

NO. 31

By virtue of a writ of execution No. 2019-C-0469, Bank of America, N.A., s/b/m BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP v. Eric John Boyd and Jennifer Boyd, owners of property situate in the Salisbury Township, Lehigh County, Pennsylvania, being 1451 Harriet Ave., Allentown, PA 18103.

Tax Assessment No. 64165514-8569-1.

Improvements thereon: Residential dwelling.

Attorneys

M. Troy Freedman, Esq.
Richard M. Squire &
Associates, LLC

NO. 32

By virtue of a writ of execution No. 2015-C-1437, Deutsche Bank National Trust Company, As Trustee for Soundview Home Loan Trust 2006-2, Asset-Backed Certificates, Series 2006-2 v. Fouad Kassis; Rein Kassis, owners of property situate in the Whitehall Township, Lehigh County, Pennsylvania, being 1063 Jordan Boulevard, Whitehall, PA 18052-5200.

Tax Assessment No. 54988373-9215-1.

Improvements thereon: Residential dwelling.

Attorneys

Phelan Hallinan Diamond
& Jones, LLP

NO. 33

By virtue of a writ of execution No. 2019-C-2334, U.S. Bank National Association, Not in Its Individual Capacity But Solely As Trustee for the RMAC Trust, Series 2016-CTT v. Derek D. Crane, owner of property situate in the Whitehall Township, Lehigh County, Pennsylvania, being 4201 Main Street, Whitehall, PA 18052.

Tax Assessment No. 54896907-4390-1.

Improvements thereon: Residential real estate.

Attorneys
Jessica N. Manis, Esq.
Stern & Eisenberg, PC

NO. 34

By virtue of a writ of execution No. 2019-C-2557, Wells Fargo Bank, N.A. v. Byron A. Bryan a/k/a Byron Bryan, owner of property situate in the Borough of Emmaus, Lehigh County, Pennsylvania, being 217 North 7th Street, Emmaus, PA 18049.

Tax Assessment No. 54943575-8148-1.

Improvements thereon: Single family dwelling.

Attorneys
Cristina L. Connor, Esquire
Manley Deas Kochalski LLC

NO. 35

By virtue of a writ of execution No. 2019-C-1920, LSF9 Master Participation Trust v. Juan E. Rosario, owner of property situate in the City of Allentown, Lehigh County, Pennsylvania, being 327 East Union Street, Allentown, PA 18109.

Tax Assessment No. 64078216-1295-1.

Improvements thereon: Residential dwelling.

Attorney
Michelle Pierro, Esq.

NO. 36

By virtue of a writ of execution No. 2019-C-2551, Bank of New York Mellon Trust Company, N.A. As Trustee for Mortgage Assets Management Series I Trust v. Gladys M. Baatz and Gladys M. Baatz, Trustee of Gladys M. Baatz Revocable Trust, owners of property situate in the Lower Macungie Township, Lehigh County, Pennsylvania, being 2913 Whitemarsh Place #228F, Macungie, PA 18062.

Tax Assessment No. 54748355-5036-29.

Improvements thereon: Residential dwelling.

Attorney
Leslie J. Rase, Esq.

NO. 37

By virtue of a writ of execution No. 2018-C-1142, Nationstar Mortgage LLC d/b/a Mr. Cooper v. Chad M. Howells and Jamie L. Hummel, owners of property situate in the Borough of Emmaus, Lehigh County, Pennsylvania, being 527 Furnace Street, Emmaus, PA 18049.

Tax Assessment No. 54946411-5439-1.

Improvements thereon: Residential dwelling.

Attorney
Leslie J. Rase, Esq.

NO. 38

By virtue of a writ of execution No. 2019-C-2630, Wells Fargo Bank, N.A., As Trustee, on Behalf of Sasco Mortgage Loan Trust 2007-MLN1 Mortgage Pass-Through Certificates, Series 2007-MLN1 v. Thomas Buzkaritz, Jr., owner of property situate in the Whitehall Township, Lehigh County, Pennsylvania, being 2034 Miller Street, Whitehall, PA 18052.

Tax Assessment No. 64080548-1814-1.

Improvements thereon: Residential dwelling.

Attorneys
Stephen M. Hladik, Esq.
Hladik, Onorato & Federman, LLP

NO. 39

By virtue of a writ of execution No. 2018-C-0257, Lakeview Loan Servicing, LLC v. Traci Conrad, owner of property situate in the Salisbury Township, Lehigh County, Pennsylvania, being 547 E. Paoli Street a/k/a 545-549 E. Paoli Street, Allentown, PA 18103.

Tax Assessment No. 64069487-9824-1.

Improvements thereon: Residential real estate.

Attorneys
Jessica N. Manis, Esq.
Stern & Eisenberg, PC

NO. 42

By virtue of a writ of execution No. 2016-ML-3458, Allentown School District v. Hector Figueroa, owner of property situate in the City of Allentown, Lehigh County, Pennsylvania, being 716 N. Penn Street, Allentown, PA 18102.

Tax Assessment No. 64070485-6269-1.

Improvements thereon: Residential property.

Attorneys
Portnoff Law Associates, Ltd.

NO. 44

By virtue of a writ of execution No. 2018-ML-1081, Whitehall Township v. Curtis D. Walbert, owner of property situate in the Whitehall Township, Lehigh County, Pennsylvania, being 815 Fernhill Lane, Whitehall, PA 18052.

Tax Assessment No. 54979859-2212-1.

Improvements thereon: Residential property.

Attorneys
Portnoff Law Associates, Ltd.

NO. 45

By virtue of a writ of execution No. 2016-ML-2547, Allentown School District v. Margaret Schiffner, owner of property situate in the City of Allentown, Lehigh County, Pennsylvania, being 133 W. Green Street, Allentown, PA 18102.

Tax Assessment No. 64073568-0174-1.

Improvements thereon: Residential property.

Attorneys
Portnoff Law Associates, Ltd.

NO. 46

By virtue of a writ of execution No. 2014-ML-0534, Whitehall Township v. Glenn E. Dillman, Jr. and Christina Dillman, owners of property situate in the Whitehall Township, Lehigh County, Pennsylvania, being 3215 Lehigh Street, Whitehall, PA 18052.

Tax Assessment No. 54995077-2483-1.

Improvements thereon: Residential property.

Attorneys
Portnoff Law Associates, Ltd.

NO. 47

By virtue of a writ of execution No. 2015-ML-3054, Allentown School District v. Scott A. Victory, owner of property situate in the City of Allentown, Lehigh County, Pennsylvania, being 223 E. Union Street, Allentown, PA 18109.

Tax Assessment No. 64077230-5479-1.

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Improvements thereon: Residential property.

Attorneys
Portnoff Law Associates, Ltd.

NO. 48

By virtue of a writ of execution No. 2014-ML-3385, Bethlehem Area School District v. Lorrie A. McAfee, owner of property situate in the City of Bethlehem, Lehigh County, Penn-

sylvania, being 1015 Spring Street, Bethlehem, PA 18018.

Tax Assessment No. 64271666-8111-1.

Improvements thereon: Residential property.

Attorneys
Portnoff Law Associates, Ltd.

JOSEPH N. HANNA
Sheriff of Lehigh County, PA
Sarah M. Murray
County Solicitor

F-28; M-6, 13



The cancer clinic gives her a death sentence.

A lawyer says she has the right to live.

Her health plan rejects her claim.

A lawyer says they can't.

Her boss "lets her go."

A lawyer gets her job back.

Her landlord tries to evict her.

A lawyer won't let him.

The clinic gave her a death sentence.

A lawyer gave her hope.

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PERIODICAL PUBLICATION

*** Dated Material. Do Not Delay. Please Deliver Before Monday, March 2, 2020**