

Adams County Legal Journal

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ECONOMIC DEVELOPMENT CORP.

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IN THE COURT OF
COMMON PLEAS OF
ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION-LAW
NO. 10-S-1291

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE FOR
SOUNDVIEW HOME LOAN TRUST
2005-OPT1, ASSET-BACKED
CERTIFICATES, SERIES 2005-OPT1,
PLAINTIFF

vs.

JAMES J. ROSTAD, LAST RECORD
OWNER AND TONYA D. ROSTAD,
KNOWN HEIR, DEFENDANTS

TO: James Rostad, Deceased Defendant
and any and all Unknown Heirs,
Defendant(s), whose last known
addresses are 31A Apple Way Road,
Gettysburg, PA 17325 and 976 Morgan
Drive, Gettysburg, PA 17325.

COMPLAINT IN MORTGAGE
FORECLOSURE

You are hereby notified that Plaintiff,
Deutsche Bank National Trust Company,
as Trustee for Soundview Home Loan
Trust 2005-OPT1, Asset-Backed
Certificates, Series 2005-OPT1, has filed a
Mortgage Foreclosure Complaint
endorsed with a Notice to Defend,
against you in the Court of Common
Pleas of Adams County, Pennsylvania,
docketed to 10-S-1291, wherein Plaintiff
seeks to foreclose on the mortgage
secured on your property located at 976
Morgan Drive, Gettysburg, PA 17325,
whereupon your property would be sold
by the Sheriff of Adams County.

NOTICE

YOU HAVE BEEN SUED IN COURT. If
you wish to defend against the claims set
forth in the notice above, you must take
action within twenty (20) days after this
Complaint and Notice are served, by
entering a written appearance personally
or by attorney and filing in writing with
the Court your defenses or objections to
the claims set forth against you. You are
warned that if you fail to do so the case
may proceed without you and a judgment
may be entered against you by the
Court without further notice for any
money claimed in the Complaint or for
any other claim or relief requested by the

Plaintiff. You may lose money or property
or other rights important to you.

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

LAWYERS REFERRAL SERVICE

Court Administrator
Adams County Courthouse
Gettysburg, PA 17325
717-337-9846

Mark J. Udren, Stuart Winneg,
Lorraine Doyle, Alan M. Minato,
Chandra M. Arkema, Adam L. Kayes,
Marguerite L. Thomas &
Daniel S. Siedman
Attorneys for Plaintiff
Udren Law Offices, P.C.
111 Woodcrest Rd., Ste. 200
Cherry Hill, NJ 08003
856-669-5400

5/27

NOTICE

NOTICE is hereby given to all
creditors, claimants and any other
persons who may be affected that
PACE-SHEFTIC ENTERPRISES INC, a
Pennsylvania business corporation with
a registered office at 406A Old Mill Road,
New Oxford, PA 17350 is winding up its
affairs and pursuant to the provisions of
the PA Business Corporation Law of
1988, is preparing to file Articles of
Dissolution with the Pennsylvania
Department of State.

Donald W. Dorr,
Solicitor

5/27

FICTITIOUS NAME NOTICE

NOTICE IS HEREBY GIVEN that an
Application has been filed under the
Fictitious Names Act, 54 Pa. C.S.A. §301
et seq., as amended, with the Secretary
of the Commonwealth, in Harrisburg,
Pennsylvania, on April 8, 2011, for conducting
business under the assumed or
fictitious name of BATTLEFIELD
HEARTH & SOLAR. The address of the
principal office or place of business to be
carried on under or through the fictitious
name is: 232 South Washington Street,
Gettysburg, Pennsylvania 17325. The
name and address of the only entity
which is a party to the registration is: B &
R Mechanical, LLC, 232 South
Washington Street, Gettysburg, PA
17325.

Phillips & Phillips
Attorneys

5/27

CULLISON ET AL VS. GETTYSBURG ECONOMIC DEVELOPMENT CORP.

1. A judgment by default is res judicata and as conclusive as one rendered on a verdict. As the judgment against GEDC is final, this Court lacks jurisdiction to revisit this litigation.

2. Pennsylvania Rule of Civil Procedure 126 permits the trial court latitude to overlook procedural defects that do not prejudice the right of the parties. However, while the rule has been interpreted to grant to the trial court wide latitude in overlooking any procedural defect where a party has made a substantial attempt to conform with the rules, it does not permit a party to disregard the rules of procedure in their entirety.

3. A diligent search has failed to reveal the grant of any authority to a trial court to create, sua sponte, previously unrecognized rules of procedure. While local courts have the power to formulate their own rules of practice and procedure, local rules may not abridge, enlarge, or modify the substantive rights of a party.

4. Courts must start from the general rule that the corporate entity should be recognized and upheld, unless specific, unusual circumstances call for an exception. Care should be taken on all occasion to avoid making the entire theory of corporate liability useless.

5. Plaintiff may have properly sought to pierce the corporate veil through the joinder of proper parties at earlier stages of this litigation in compliance with the rules of procedure. The pre-judgment ability to pierce the corporate veil is recognized by the *Lumax* Court as the issue before that court evolved from such a procedural posture.

In the Court of Common Pleas of Adams County, Pennsylvania,
Civil, No. 09-S-1744, MARINA F. CULLISON AND SHELLY M.
VERBER T/D/B/A PARKSVILLE PROPERTIES VS.
GETTYSBURG ECONOMIC DEVELOPMENT CORPORATION

Christopher S. Lucas, Esq., for Plaintiffs

Edward J. O'Donnell, IV, Esq., for Defendant

John M. Hartzell, Esq., for County of Adams

Timothy J. Nieman, Esq., for Borough of Gettysburg

Richard L. Orwig, Esq., for Adams County Transit Authority

George, J., December 14, 2010

OPINION

Before the Court is the motion of Plaintiffs, Parksville Properties (“Parksville”), seeking to join additional defendants and pierce the corporate veil. Specifically, Parksville has previously obtained a default judgment against the Gettysburg Economic Development Corporation (“GEDC”) and seeks to look beyond GEDC’s corporate status and enforce the judgment against Gettysburg Borough (“Borough”) and the Adams County Transportation Authority

(“ACTA”). Parksville’s motion is apparently based upon a theory that GEDC is the alter ego of the Borough and ACTA, thus making the latter entities liable on the judgment obtained against GEDC. For the reasons set forth below, the motion is denied.

Parksville owned real estate in Gettysburg, Adams County, Pennsylvania which the Borough desired to acquire as part of a re-development project. On February 16, 2005, Parksville and the Borough entered into a 30-month option agreement (“option agreement”) granting the Borough an option to purchase the property. Approximately 21 months later, the Borough passed a resolution incorporating GEDC for purposes of spearheading the re-development project. According to Parksville’s allegations, the initial five-member GEDC Board included three members who were also, at that time, members of the Gettysburg Borough Council. Additionally, the Board included one member who was an active board member of ACTA.

Prior to expiration of the option agreement, Parksville consented to its assignment from the Borough to GEDC. Parksville claims that the consent was given in reliance on an alleged representation from the Borough solicitor that the Borough would “stand behind” GEDC.

On September 27, 2007, GEDC utilized its option to purchase the Parksville property in exchange for a purchase price of \$1,800,000. In order to settle on the property, GEDC borrowed \$1,800,000 from Adams County National Bank (“ACNB”). The loan was secured by a first mortgage on the property held by ACNB. GEDC utilized \$1,300,000 of the loan proceeds to pay Parksville as part of the purchase price of the subject property. The remaining \$500,000 of the purchase price was paid through a note from GEDC to Parksville which was secured through a second mortgage on the property. Apparently, GEDC used the remaining proceeds from the ACNB mortgage to purchase a neighboring property known as the Leemilt’s Petroleum property (“Leemilt”). The property was purchased by GEDC for a purchase price of \$635,000. In July of 2009, GEDC subsequently sold the Leemilt property to ACTA for \$420,000. GEDC subsequently defaulted on the note to Parksville.

On November 2, 2009, Parksville instituted a suit against GEDC seeking to collect on the note for breach of contract. On February 23, 2010, Parksville obtained a default judgment against GEDC in

the amount of \$594,293.64. Apparently, execution on the second mortgage was not a viable option as the value of the property is less than the \$1,800,000 first mortgage on the property held by ACNB. Parksville, however, executed on the remaining assets of GEDC resulting in minimal recovery.

On September 17, 2010, Parksville filed a “Motion to Pierce the Corporate Veil.” The motion requested the Court to issue an Order permitting Parksville to pursue the action in which they had obtained a default judgment directly against the Borough and ACTA. By Order dated September 24, 2010, the motion was denied on the basis that neither the Borough nor ACTA are parties to this litigation. On October 12, 2010, Parksville filed a “Motion to Join Additional Defendants and Pierce the Corporate Veil.” The motion was accompanied by a supporting brief. Borough and ACTA have entered limited appearances opposing the motion. After argument, this matter is ripe for disposition.

In addressing Parksville’s motion, it is important to define the procedural posture of this matter. Specifically, Parksville has already obtained a default judgment against GEDC. The default judgment was neither appealed nor has GEDC sought to open or strike the judgment.¹ At this moment, Parksville’s judgment against GEDC is final. As such, the general rules in regard to conclusiveness of judgments are applicable. A judgment by default is *res judicata* and as conclusive as one rendered on a verdict. *Fox v. Gabler*, 626 A.2d 1141, 1143 (Pa. 1993).

As the judgment against GEDC is final, this Court lacks jurisdiction to revisit this litigation. Yet, without citation to any authority, Parksville seeks to join new parties to this litigation in an effort to

¹ Similarly, Parksville has not acted to open or strike the judgment. Whether Parksville could even take such an action is subject to debate as the Pennsylvania Rules of Civil Procedure do not recognize action to open or strike a judgment by the party who has obtained the judgment. Indeed, appellate authority implies to the contrary. A petition to strike a judgment may be granted only for a fatal defect or irregularity appearing on the face of the record. *Resolution Trust Corp. v. Copley Qu-Wayne Associates*, 683 A.2d 269, 273 (Pa. 1996). A default judgment may be opened only where the following three elements have been established: (1) the moving party must promptly file a petition to open the default judgment; (2) show a meritorious defense; and (3) provide a reasonable excuse or explanation for its failure to file a responsive pleading. *Alba v. Urology Associates of Kingston*, 598 A.2d 57, 58 (Pa. Super. 1991).

pursue the previously obtained judgment against them. Independent research by this Court has failed to reveal any statutory authority, rule of procedure, or appellate precedent which supports, even tangentially, the course currently pursued by Parksville. There is a complete paucity of any authority granting this Court jurisdiction to revisit a final judgment.

Parksville cites to Pennsylvania Rule of Civil Procedure 126 in asking the Court to ignore the lack of procedural authority. Pennsylvania Rule of Civil Procedure 126 permits the trial court latitude to overlook procedural defects that do not prejudice the right of the parties. *Rubenstein v. Southeastern Pennsylvania Transportation Authority*, 668 A.2d 283 (Pa. Cmwlth. 1995). However, while the rule has been interpreted to grant to the trial court wide latitude in overlooking any procedural defect where a party has made a substantial attempt to conform with the rules, it does not permit a party to disregard the rules of procedure in their entirety. *Womer v. Hilliker*, 908 A.2d 269 (Pa. 2006). Moreover, a diligent search has failed to reveal the grant of any authority to a trial court to create, sua sponte, previously unrecognized rules of procedure. To the contrary, procedural rule making is vested in the Pennsylvania Supreme Court. 42 Pa. C.S.A. §1722. While local courts have the power to formulate their own rules of practice and procedure, local rules may not abridge, enlarge, or modify the substantive rights of a party. *Sanders v. Allegheny Hospital-Parkville Div.*, 833 A.2d 179 (Pa. Super. 2003). Yet, this is precisely what Parksville asks the Court to do. This Court, however, is unwilling to accept the invitation absent clear authority from the Supreme Court or by statute.

In an effort to avoid the clear absence of procedural authority, Parksville appeals to this Court's equitable powers for relief. Parksville suggests that the proposed procedure is the only means by which they can recover damages stemming from the alleged fraudulent conduct of the Borough, ACTA, and GEDC. However, this Court views this request as nothing more than a camouflaged attempt to trample upon the due process rights of the Borough and ACTA under the guise of righting a perceived harm.

The cornerstone of Parksville's argument is that GEDC is a sham corporation which, in reality, is the Borough and/or ACTA. Parksville asks this Court to ignore procedural deficiencies and clear factual

disputes with the broad, but unsupported, claim that “they are the same entity.” However, Parksville’s zealous efforts at imputing liability to the Borough and ACTA without allowing those entities the opportunity to defend themselves is repugnant to our system of justice. This Court will not replace long established principles of fundamental fairness with a presumption of guilt based upon mere accusations. Even if we were to presume, which this Court does not, that GEDC is the “alter ego” of the Borough and ACTA, due process does not permit this Court to enforce a judgment against any party without granting that party the opportunity to defend the claim on the merits. Parksville unexplainably fails to understand, or intentionally ignores, that their proposed procedure denies both the Borough and ACTA the opportunity to defend the breach of contract action which resulted in the judgment which they now attempt to enforce. As guardian of the concepts of fundamental fairness, this Court will not permit the wholesale disregard of any party’s rights.

Moreover, it is apparent from the record that there is great issue with Parksville’s attempt to paint themselves as the helpless victims of fraud. A neutral reading of the allegations contained in Parksville’s pleadings could reasonably allow one to conclude that Parksville entered into an arm’s length transaction with GEDC while fully aware of the relationships among the various parties and the risks involved in consummating the sale of the Parksville properties. It is undisputed that, while represented by counsel, Parksville consented to assignment of the option agreement from the Borough to GEDC. It is further undisputed that Parksville consented to the assignment even though, as they claim, GEDC did not meet the statutory criteria for obtaining a state grant under the Re-Development Assistance Capital Project Grant Program (“RACP”) without the guarantee of the Borough.² Finally, Parksville settled on the properties knowing that their note would be second in priority to ACNB’s first mortgage and without obtaining any written guarantee from the Borough.

Parksville’s claim of fraud relies upon a snapshot of the facts while conveniently disregarding the overall context of the undisputed record. Initially, it must be noted that RACP is a public program authorized by well-published statutory law. Therefore, Parksville is

² RACP grants are statutorily authorized as part of the Capital Facilities Debt Enabling Act, 72 P.S. §3919.101 et seq.

vested with knowledge of GEDC's eligibility for a RACP grant prior to their consent of the assignment of the option agreement from the Borough to GEDC. See *Kovalesky v. Esther Williams Swimming Pools*, 497 A.2d 661, 666 (1985) (everyone is presumed to know the law). Thus, on this point, it is difficult to find deception or misrepresentation on part of the Borough or ACTA when Parksville consented to the assignment of the option agreement to a party that they knew, or should have known, was statutorily ineligible to receive an RACP grant.

In an apparent effort to avoid such a conclusion, Parksville interprets the RACP eligibility criteria as permitting GEDC eligibility provided GEDC obtains the Borough's guarantee to assume responsibility for the debt.³ Parksville suggests that the Borough acted improperly in withholding their guarantee because the Borough contractually assumed the obligation to use best efforts to procure grant funding under paragraph 6 of the option agreement. Parksville conveniently forgets, however, the long recognized contractual rule that their consent to assignment of the option agreement rights to GEDC also included assignment of the option agreement duties from the Borough to GEDC. See *Smith v. Cumberland Group Ltd.*, 687 A.2d 1167, 1171-1173 (Pa. Super. 1997). Thus, once Parksville consented to assignment of the option agreement, the Borough's obligation under that agreement ceased. Although, as mentioned, Parksville was represented by counsel during the various financial transactions, they unexplainably failed to obtain any written assurances from the Borough even though all information necessary to seek those assurances, if desired, was available to them in the written documents exchanged between the parties.

Based upon the foregoing, it is clear that there is legitimate dispute as to the merits of Parksville's claim of improper conduct on the

³ Both the Borough and ACTA submit that GEDC, as a matter of law, is ineligible to receive RACP funding regardless of whether or not the Borough agrees to act as their guarantor. They claim that GEDC is not a "local development district" as defined under the act and therefore is ineligible, under any circumstances, for grant funding. In light of the disposition hereinabove, it is not necessary to resolve this issue.

part of the Borough and/or ACTA.⁴ Thus, considerations of fairness to all parties actually weighs against Parksville's effort to obtain judgment against the Borough and ACTA under an abbreviated procedure which flies in the face of due process. In reaching this decision, I am deferential to the clear appellate authority which instructs that courts "must start from the general rule that the corporate entity should be recognized and upheld, unless specific, unusual circumstances call for an exception... Care should be taken on all occasion to avoid making the entire theory of corporate liability useless." *Lumax Industries, Inc. v. Aultman*, 669 A.2d 893, 895 (Pa. 1995) (citing *Zubik v. Zubik*, 384 F.2d 267, 273 (3d. Cir. 1967)).

It is important to note that this decision, in no way, interferes with the ability of an aggrieved party to seek appropriate recourse through the courts when harmed. Rather, it only confirms the rights of all parties to expect due process in resolving their disputes. Instantly, Parksville may have properly sought to pierce the corporate veil through the joinder of proper parties at earlier stages of this litigation in compliance with the rules of procedure. The pre-judgment ability to pierce the corporate veil is recognized by the *Lumax* Court as the issue before that court evolved from such a procedural posture. See generally *Lumax infra*. Additionally, if a legitimate claim exists, Parksville may have pursued causes of action based upon breach of contract and/or fraudulent misrepresentation directly against ACTA and/or the Borough. Rather, Parksville pursued a default judgment against GEDC and now seeks to pursue collection of that judgment against parties who did not have the opportunity to defend the merits of the judgment. This Court will not permit such a wholesale disregard for due process under any theory.

⁴ As previously mentioned, the gist of Parksville's current course of action is an effort to pierce the corporate veil of the Borough and/or ACTA. In *Lumax Industries, Inc. v. Aultman*, 669 A.2d 893 (Pa. 1995), the Pennsylvania Supreme Court identified the following factors to be considered in determining whether to disregard the corporate form of an entity: (1) undercapitalization; (2) failure to adhere to the corporate formalities; (3) substantial intermingling of corporate and personal affairs; and (4) use of corporate form to perpetrate a fraud. Although this Opinion only briefly addresses the merits as to whether the Borough and/or ACTA utilized the GEDC corporate form to perpetrate a fraud, both ACTA and the Borough dispute application of any of the *Lumax* factors to the current circumstances.

For the foregoing reasons, the attached Order is entered.

ORDER

AND NOW, this 14th day of December, 2010, Plaintiffs' Motion to Join Additional Defendants and Pierce the Corporate Veil is denied.

ESTATE 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. All persons having claims or demands against said estates are requested to make known the same, and all persons indebted to said estates are requested to make payment without delay to the executors or administrators or their attorneys named below.

FIRST PUBLICATION**ESTATE OF JOHN JAMIESON FROST, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania

Executrix: Judith Frost Witthohn, 1544 Marburg Road, Spring Grove, PA 17362

Attorney: Stonesifer and Kelley, P.C., 209 Broadway, Hanover, PA 17331

ESTATE OF LOIS L. PATKA, DEC'D

Late of Hamilton Township, Adams County, Pennsylvania

Executor: Stephen Hartman, c/o Suzanne H. Griest, Esq., 129 East Market Street, York, PA 17401

Attorney: Suzanne H. Griest, Esq., 129 East Market Street, York, PA 17401

SECOND PUBLICATION**ESTATE OF DOROTHY S. BREAM, DEC'D**

Late of the Borough of Arendtsville, Adams County, Pennsylvania

Co-Executors: John L. Stevens and Jean E. McCauslin, c/o Sharon E. Myers, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401

Attorney: Sharon E. Myers, Esq., CGA Law Firm, PC, 135 North George Street, York, PA 17401

ESTATE OF IRA H. HERRING, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Personal Representative: Roger Heyser, 1560 Old Harrisburg Road, Gettysburg, PA 17325

Attorney: Wendy Weikal-Beauchat, Esq., 63 West High St., Gettysburg, PA 17325

ESTATE OF LEO J. KOLARIK a/k/a LEO J. KOLARIK, SR., DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Executor: Leo J. Kolarik, Jr., 1T2 Mitchell Court, Hanover, PA 17331

Attorney: Elinor Albright Rebert, Esq., 515 Carlisle St., Hanover, PA 17331

ESTATE OF CAROLINE M. MURREN, DEC'D

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Executrix: Debra M. Miller, 3037 Centennial Rd., Hanover, PA 17331

Attorney: Keith R. Nonemaker, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York St., Hanover, PA 17331

ESTATE OF DORMAN L. RICHSTINE, DEC'D

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Executrices: Nancy R. Brown, 75 Oak Hill Drive, Hanover, PA 17331; Susan Y.R. Avaritt, 4436 York Road, New Oxford, PA 17350

Attorney: Robert E. Campbell, Campbell & White, P.C., 112 Baltimore St., Suite 1, Gettysburg, PA 17325

ESTATE OF KENNETH J. ROHRBAUGH, DEC'D

Late of the Borough of Gettysburg, Adams County, Pennsylvania

Donna Thelma McCleaf, 305 Table Rock Rd., Gettysburg, PA 17325

Attorney: Phillips & Phillips, 101 West Middle St., Gettysburg, PA 17325

THIRD PUBLICATION**ESTATE OF THELMA M. GALLOWAY, DEC'D**

Late of Franklin Township, Adams County, Pennsylvania

Executrix: Linda A. Mannion, 7907 Orchard Parkway, Bowie, MD 20715

Attorney: John R. White, Esq., Campbell & White, P.C., 112 Baltimore Street, Gettysburg, PA 17325

ESTATE OF REBA V. HALTER, DEC'D

Late of the Borough of Littlestown, Adams County, Pennsylvania

Executrices: Patricia O. Glass, 313 West King Street, Littlestown, PA 17340; Tracy A. Dunlap, 30 West King Street, Littlestown, PA 17340

Attorney: Elinor Albright Rebert, Esq., 515 Carlisle St., Hanover, PA 17331

ESTATE OF ALICE H. LOOKINGBILL, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Executor: Robert E. Lookingbill, 105 Dogwood Avenue, Thurmont, MD 21788

ESTATE OF CARL MILTON MOREHEAD a/k/a CARL M. MOREHEAD, DEC'D

Late of the Borough of Littlestown, Adams County, Pennsylvania

Executrix: Peggy Ann Morehead Weems, 34215 Woodcrest Road, Millsboro, DE 19966

Attorney: Stonesifer and Kelley, 209 Broadway, Hanover, PA 17331

ESTATE OF GLORIA E. MYERS, DEC'D

Late of the Borough of Biglerville, Adams County, Pennsylvania

Executors: Edward L. Myers, David L. Myers and Michael E. Myers, c/o Hamilton C. Davis, Esq., Zullinger-Davis, P.C., P.O. Box 40, Shippensburg, PA 17257

Attorney: Hamilton C. Davis, Esq., Zullinger-Davis, P.C., P.O. Box 40, Shippensburg, PA 17257

ESTATE OF PEARL A. REBERT, DEC'D

Late of the Borough of Abbottstown, Adams County, Pennsylvania

Executrix: Kimberly H. Fenstermacher, 7244 Valley Road, Thomasville, PA 17364

Attorney: Bernard A. Yannetti, Jr., Esq., Hartman & Yannetti, 126 Baltimore St., Gettysburg, PA 17325

ESTATE OF PHYLLIS F. SCHEINBERG, DEC'D

Late of Menallen Township, Adams County, Pennsylvania

Executor: David L. Turner, 35 Scarlet Way, Biglerville, PA 17307

Attorney: John R. White, Esq., Campbell & White, P.C., 112 Baltimore Street, Gettysburg, PA 17325

