

Adams County **Legal Journal**

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*Christine Settle
Trust Officer*



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ADAMS COUNTY LEGAL JOURNAL (USPS 542-600)

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NOTICE OF ACTION
IN MORTGAGE FORECLOSURE
IN THE COURT OF COMMON PLEAS
OF ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION
COURT OF COMMON PLEAS
ADAMS COUNTY
NO: 11-S-1368

WELLS FARGO BANK, N.A., AS
TRUSTEE FOR OPTION ONE
MORTGAGE LOAN TRUST 2007-FXD2,
ASSET-BACKED CERTIFICATES,
SERIES 2007-FXD2

vs.

AROLD LOUA AND MARTHA E.
LEMME;

NOTICE

TO AROLD LOUA AND MARTHA E.
LEMME

You are hereby notified that on September 19, 2011, Plaintiff, WELLS FARGO BANK, N.A., AS TRUSTEE FOR OPTION ONE MORTGAGE LOAN TRUST 2007-FXD2, ASSET-BACKED CERTIFICATES, SERIES 2007-FXD2, filed a Mortgage Foreclosure Complaint, together with a Notice to Defend, against you in the Court of Common Pleas of Adams County, Pennsylvania, docketed as No. 11-S-1368. Plaintiff seeks to foreclose on the mortgage secured on your property located at 8 John Drive, New Oxford, PA 17350 whereupon your property would be sold by the Sheriff of Adams County.

You are hereby notified to plead to the above referenced Complaint on or before 20 days from the date of this publication or a Judgment will be entered against you.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or 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 AT TOP OF NEXT COLUMN. 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.

Adams County-MidPenn Legal Services
128 Breckenridge Street
Gettysburg, PA 17325
(800) 822-5288
(717) 334-0863

4/13

CERTIFICATE OF AUTHORITY

NOTICE IS HEREBY GIVEN that an application has been made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA by HOME WARRANTY, INC., a foreign corporation formed under the laws of the State of Iowa, where its principal office is located at P.O. Box 1, Rock Rapids, IA 51246, for a Certificate of Authority to do business within the Commonwealth of Pennsylvania under the provisions of the Business Corporation Law of 1988. The proposed registered office of said corporation in the Commonwealth of Pennsylvania will be located at 600 North Second Street, Suite 401, Harrisburg, PA 17101 in Dauphin County.

Douglas D. Van't Hof
Home Warranty, Inc.
877-977-4949

4/13

FICTITIOUS NAME NOTICE

NOTICE IS HEREBY GIVEN that JUSTICE SYSTEMS INNOVATIONS filed a Fictitious Names Registration with the Pennsylvania Department of State on March 16, 2012 under the provisions of the Pennsylvania Business Corporation Law of 1988.

Andrea M. Singley, Esq.
Beauchat & Beauchat, LLC
63 West High Street
Gettysburg, PA 17325
717-334-4515

4/13

NOTICE OF SHERIFF'S SALE
IN THE COURT OF COMMON PLEAS
OF ADAMS COUNTY, PENNSYLVANIA
NO. 11-S-1074

GMAC MORTGAGE, LLC

vs.

UNKNOWN HEIRS, SUCCESSORS,
ASSIGNS, AND ALL PERSONS, FIRMS,
OR ASSOCIATIONS CLAIMING RIGHT,
TITLE OR INTEREST FROM OR UNDER
EDWARD F. DALY, DECEASED,
STEVEN DALY, PETER DALY AND
MARK DALY

NOTICE TO: UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS, AND ALL
PERSONS, FIRMS, OR ASSOCIATIONS
CLAIMING RIGHT, TITLE OR INTEREST
FROM OR UNDER EDWARD F. DALY,
DECEASED, STEVEN DALY, PETER
DALY AND MARK DALY

NOTICE OF SHERIFF'S SALE OF REAL
PROPERTY

Being Premises: 49 ROBIN TRAIL,
FAIRFIELD, PA 17320-8116

Being in CARROLL VALLEY BOROUGH
County of Adams, Commonwealth of
Pennsylvania, 43029-0096---000

Improvements consist of residential
property.

Sold as the property of UNKNOWN
HEIRS, SUCCESSORS, ASSIGNS, AND
ALL PERSONS, FIRMS, OR
ASSOCIATIONS CLAIMING RIGHT,
TITLE OR INTEREST FROM OR UNDER
EDWARD F. DALY, DECEASED,
STEVEN DALY, PETER DALY AND
MARK DALY

Your house (real estate) at 49 ROBIN
TRAIL, FAIRFIELD, PA 17320-8116 is
scheduled to be sold at the Sheriff's Sale
on 07/20/2012 at 10:00 a.m., at
the Adams County Courthouse,
111 Baltimore Street, Room 4,
Gettysburg, PA 17325, to enforce the
Court Judgment of \$71,033.89 obtained
by GMAC MORTGAGE, LLC (the mort-
gagee) against the above premises.

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

4/13

CIMINO VS. HERBERT, ROWLAND & GRUBIC

1. The decision to grant or deny a motion to amend a complaint is within the sound discretion of the trial court and will not be reversed absent a clear abuse of discretion. As a matter of policy, amendment should be liberally permitted to allow full development of a party's theories and averments.

2. A court may disallow leave to amend the pleadings only where prejudice to the other party would result. Prejudice must amount to something more than the removal of a procedural defect that the amendment is intended to cure. Rather, a court may not deny a party leave to amend unless unfair surprise or some comparable prejudice will result from the amendment.

3. The precise issue is whether Pennsylvania Rule of Civil Procedure 1033 allows a party to amend a pleading, by leave of court, to change a judicial admission to a denial, based on information learned in discovery. This issue appears to be one of the first impression.

4. To disallow a timely request for leave to amend the Answer to correct or clarify whether Defendant believed it was the Plaintiff, individually, or the Plaintiff's corporation that was the true party to the underlying real estate contract would be unjust to Defendant. This is particularly so when Defendant was not a party to the underlying contract.

5. Just because an amendment may affect the ultimate outcome of the litigation does not make it prejudicial.

In the Court of Common Pleas of Adams County, Pennsylvania,
Civil, No. 08-S-1703, V.M. CIMINO CONTRACTORS, INC. VS.
HERBERT, ROWLAND & GRUBIC, INC.

Jonathan H. Rudd, Esq., for Plaintiff
Christopher S. Underhill, Esq., for Defendant
Campbell, J., October 6, 2011

OPINION

Before this Court is Plaintiff's, V.M. Cimino Contractors, Inc., Motion to Vacate Order of May 23, 2011. For the reasons stated herein, Plaintiff's Motion is denied, and the Order of May 23, 2011 remains in full force and effect.

On November 26, 2008, Plaintiff initiated this cause of action by writ of summons. On September 3, 2009, Plaintiff filed its Complaint wherein it alleged professional negligence and breach of contract by Defendant. Plaintiff's Complaint, in relevant part, alleged the following:

6. On May 23, 2005, Cimino¹ entered into an Agreement of Sale with Harry and Regina Connelly, whereby

¹ "Cimino" as referenced throughout Plaintiff's Complaint is the corporate entity, V.M. Cimino Contractors, Inc., and not the individual Vincent Cimino.

Cimino agreed to purchase an approximately 60-acre property located at 1133 Good Intent Road, Straban Township, Gettysburg, Adams County, Pennsylvania 17325 (“Connelly Farm Property”).

7. The Agreement of Sale provided that, in exchange for additional payment, Cimino could exercise the option to extend the closing date through August 21, 2007.
8. Cimino agreed to purchase the Connelly Farm Property solely for the purpose of using the Connelly Farm Property as part of the development of a residential subdivision (“Connelly Farm Project” or “Project”).

Plf.’s Compl. ¶¶ 6, 7, 8.

On October 26, 2009, Defendant filed its Answer to Plaintiff’s Complaint. Defendant provided the following answers to Plaintiff’s Complaint:

6. Admitted that on May 23, 2005 Cimino entered into an Agreement of Sale. Any characterization of that document is denied because the Agreement of Sale speaks for itself.
7. Denied for the reason that the Agreement of Sale speaks for itself.
8. Denied. After reasonable investigation, the Defendant is without sufficient information to admit or deny the allegations of this paragraph. Defendant has no knowledge of the purposes to which the property can be put.

Def.’s Answer to Plf.’s Compl. ¶¶ 6, 7, 8.

On May 19, 2011, Defendant filed its Motion to Amend Answer and Brief in Support. Defendant’s motion alleged the following:

After discovery, including the deposition of Vincent Cimino on March 28, 2011, it was discovered that the agreement of sale was between Vincent Cimino individually and Mr. and Mrs. Connelly and not between V.M. Cimino Contractors, Inc. and the Connellys. It was also discovered that Mr. Cimino had never transferred his

option to purchase the real estate to the corporation, V.M. Cimino Contractors, Inc.

Def.'s Mot. to Amend Answer ¶ 7.

Based on the above, Defendant maintained that the agreement to purchase land was with Vincent Cimino, an individual, rather than V.M. Cimino Contractors, Inc., a corporate entity. Thus, Defendant sought to amend its answers to Paragraphs Six (6), Seven (7), and Eight (8) to deny that Plaintiff entered into an agreement of sale, that Plaintiff had an option to buy, and that Plaintiff entered into an agreement of sale to purchase the real estate for development. *Id.* ¶ 8. By Order dated May 23, 2011, this Court granted Defendant's Motion to Amend Answer. On June 7, 2011, Plaintiff filed its Brief in Opposition to Defendant's Motion to Amend Answer. Defendant filed its Amended Answer on June 8, 2011, wherein Defendant provided the following answers:

6. Denied. The complaint describes "Cimino" as V.M. Cimino Contractors, Inc., a Maryland corporation. The Agreement of Sale was entered into between Harry Q. and Regina Connelly and Vincent Cimino, individually, on May 21, 2005. A copy of the Agreement of Sale is attached hereto as Exhibit A.
7. Denied. The Agreement of Sale provided that for an additional payment, Vincent Cimino, an individual, could exercise an option to extend closing to August 21, 2007.
8. Denied. Vincent Cimino, an individual, agreed to purchase the Connelly Farm Property for whatever purposes he chose.

Def.'s Am. Answer ¶¶ 6, 7, 8.

On July 7, 2011, Defendant filed its Motion for Summary Judgment and Brief in Support, wherein it alleged that Plaintiff lacked standing to pursue its claims. By Order dated July 12, 2011, this Court scheduled argument on Defendant's Motion for Summary Judgment for September 27, 2011.

On July 28, 2011, Plaintiff filed its Motion to Vacate Order of May 23, 2011 and Brief in Support. In its Motion, Plaintiff requested that this Court vacate its May 23, 2011 Order to allow this Court

to consider Plaintiff's response to Defendant's Motion to Amend Answer.² By Order dated August 3, 2011, this Court vacated the July 12, 2011 Order and stayed Defendant's Motion for Summary Judgment pending disposition of Plaintiff's Motion to Vacate Order of May 23, 2011. Meanwhile, on August 8, 2011, Plaintiff filed its Response in Opposition to Defendant's Motion for Summary Judgment. On August 16, 2011, Defendant filed its Brief in Opposition to Plaintiff's Motion to Vacate Order of May 23, 2011. Oral argument on Plaintiff's Motion to Vacate Order of May 23, 2011 occurred on September 27, 2011.

First, this Court must consider whether Plaintiff is entitled to respond to Defendant's Motion to Amend Answer. Adams County Local Rule of Civil Procedure 208.2(d)(A) provides that all motions must include a certification by the petitioner that the motion is uncontested or that counsel has been unable to obtain concurrence by all affected counsel and unrepresented parties. **Adams. Co. L. R. 208.2(d)(A)**. Contested motions are governed by Adams County Local Rule of Civil Procedure 208.3(b), which provides that within twenty (20) days after service of the moving party's motion and brief, an opposing party may file a response but is not required to do so. **Adams. Co. L. R. 208.3(b)(B)**. Additionally, Adams County Local Rule 208.3(b)(C) provides that within twenty (20) days after service of the moving party's motion and brief, an opposing party shall file a responsive brief. **Adams. Co. L. R. 208.3(b)(C)**. An opposing party who fails to file a responsive brief is deemed not to oppose the motion. *Id.*

Instantly, Plaintiff was entitled to respond to Defendant's Motion within the time period prescribed within the Adams County Local Rules of Civil Procedure. Defendant filed its Motion to Amend Answer and Brief in Support on May 19, 2011. Defendant's Motion to Amend Answer included a Certificate of Concurrence/Nonconcurrence indicating that Plaintiff did not concur with Defendant's Motion to Amend Answer. Therefore, this was a contested motion and Plaintiff was entitled to respond in accordance with the Adams County Local Rules of Civil Procedure.

² In its Motion to Vacate Order of May 23, 2011, Plaintiff also argued the merits of its position on Defendant's Motion to Amend Answer.

Having determined that Plaintiff was entitled to respond to Defendant's Motion to Amend Answer, and since Plaintiff's Motion to Vacate Order of May 23, 2011 addresses the merits of Defendant's Motion to Amend Answer, this Court may now consider whether Defendant was entitled to amend its Answer. Plaintiff alleges that Defendant should not be permitted to amend its Answer because its original answers constitute judicial admissions that cannot now be disavowed. Pennsylvania Rule of Civil Procedure 1033 governs amendments to pleadings and provides that:

[a] party, either by filed consent of the adverse party or by leave of court, may at any time change the form of action, correct the name of a party or amend his pleading. The amended pleading may aver transactions or occurrences which have happened before or after the filing of the original pleading, even though they give rise to a new cause of action or defense. An amendment may be made to conform the pleading to the evidence offered or admitted.

Pa. R. Civ. P. 1033.

The decision to grant or deny a motion to amend a complaint is within the sound discretion of the trial court and will not be reversed absent a clear abuse of discretion. *Ferraro v. McCarthy-Pascuzzo*, 777 A.2d 1128, 1132 (Pa. Super. 2001). As a matter of policy, amendment should be liberally permitted to allow full development of a party's theories and averments. *Koresko v. Farley*, 844 A.2d 607, 618 (Pa. Cmwlth. 2004). A court may disallow leave to amend the pleadings only where prejudice to the other party would result. *Pilotti v. Mobil Oil Corp.*, 565 A.2d 1227, 1229 (Pa. Super. 1989) (citation omitted). Prejudice must amount to something more than the removal of a procedural defect that the amendment is intended to cure. *Id.* (citation omitted). Rather, a court may not deny a party leave to amend unless unfair surprise or some comparable prejudice will result from the amendment. *Id.* (citation omitted). The timeliness of the amendment is also a factor to be considered, insofar as it presents a question of prejudice to the opposing party, such as by loss of witnesses or eleventh hour surprise. *Brooks v. McMenemy*, 503 A.2d 446, 447-48 (Pa. Super. 1985).

Instantly, Defendant sought to amend its Answer to deny that the buyer pursuant to the agreement of sale was V.M. Cimino Contractors, Inc., a corporate entity, and to aver instead that the party to the agreement of sale was Vincent Cimino, an individual. Defendant alleged that after discovery, including the deposition of Vincent Cimino on March 28, 2011, it discovered that the agreement of sale was between Vincent Cimino, an individual and the Connellys, and not V.M. Cimino Contractors, Inc. and the Connellys. **Def.'s Mot. to Amend Answer ¶ 7.** Defendant also learned through discovery that Mr. Cimino never transferred his option to purchase to V.M. Cimino Contractors, Inc. *Id.*

The precise issue is whether Pennsylvania Rule of Civil Procedure 1033 allows a party to amend a pleading, by leave of court, to change a judicial admission to a denial, based on information learned in discovery. This issue appears to be one of first impression. Plaintiff argues that Defendant should not be permitted to file an Amended Answer because its initial answers constitute judicial admissions, which bind Defendant, regardless of whether discovery shows those admissions were factually erroneous. However, such a position is contrary to the purpose of Rule 1033 permitting amendments generally. Adopting such a position would render Rule 1033 meaningless in many respects and would lead to a likelihood of injustice. The language of Rule 1033 does not exclude judicial admissions from the general and liberal rule allowing amendments to pleadings either by consent of the parties or upon leave of court. In the three (3) cases cited by Plaintiff in support of its argument, the party seeking to disavow a judicial admission never sought leave of court to amend the pleadings pursuant to Pennsylvania Rule of Civil Procedure 1033. Rather, the parties simply argued contrary to their prior judicial admissions after realizing unfavorable results. Here, Defendant followed Rule 1033 by timely seeking leave of court to amend its Answer. Thus, all three (3) cases cited by Plaintiff are procedurally distinguishable.

In fact, in this Court's view, this is exactly the situation where amendment should be permitted. Defendant, at the time it answered Plaintiff's Complaint, had no reason to believe that V.M. Cimino Contractors, Inc. was not the party to the sales agreement, especially because the agreement of sale was not attached to

Plaintiff's Complaint.³ While, perhaps, the better pleading would have been to deny the averments based on lack of information to admit or deny, it seems that Plaintiff wants this Court to endorse a "gotcha" scheme, allowing litigation to advance on facts shown to be untrue. Essentially, Plaintiff suggests that Defendant should be bound by an inartful or hasty pleading concerning the proper party to a real estate contract, even though facts discovered in depositions, well in advance of trial, reveal the true facts.⁴

Here, after discovery, Defendant learned that the agreement of sale identified Vincent Cimino as the buyer, was signed by Vincent Cimino, an individual, and gave no indication that Mr. Cimino was signing the agreement of sale on behalf of V.M. Cimino Contractors, Inc. Defendant also learned that Mr. Cimino never transferred his interest in the purchase contract to V.M. Cimino Contractors, Inc. This information was confirmed by Mr. Cimino during his deposition. Based on this after-discovered information, Defendant properly and promptly sought leave to amend its Answer prior to trial.

In instances like these, where discovery has not even begun at the time an answer is filed, it is foreseeable and reasonable for there to occasionally be mistakes concerning the true identity of a party to an underlying contract, a contract to which the answering Defendant is not a party. This is especially so in circumstances like these where an individual name and a corporate name are similar and where Plaintiff chose to use only the most similar part of the two names to abbreviate throughout the Complaint. By referring to the corporation as "Cimino," which is also the individual's surname, Plaintiff created the risk for confusion, mistakes, or errors in responses concerning the correct party to the underlying contract. To disallow a timely request for leave to amend the Answer to correct or clarify whether Defendant believed it was Vincent Cimino, individually, or V.M. Cimino Contractors, Inc. that was the true party to the underlying

³ Perhaps a more prudent course of action would have been filing Preliminary Objections based on Plaintiff's failure to attach a copy of the agreement of sale, rather than answering the Complaint. However, that did not happen in this case.

⁴ It should be noted that Plaintiff can still argue that Vincent Cimino was acting as the agent for Plaintiff and there may be a viable dispute as to that fact. In fact, at argument, it was represented to this Court that discovery was still ongoing between the parties. Plaintiff certainly could explore this fact in further discovery.

real estate contract would be unjust to Defendant. This is particularly so when Defendant was not a party to the underlying contract.

As noted, Plaintiff did not attach the real estate contract to the Complaint. Certainly, however, Plaintiff knew that the identity of the buyer, as stated on the face of that contract, was Vincent Cimino and not his corporation. Plaintiff's erroneous averments were verified. Plaintiff now suggests that Vincent Cimino signed the agreement of sale as agent for Plaintiff, V.M. Cimino Contractors, Inc. However, Plaintiff does not plead Vincent Cimino's alleged agency in its Complaint. Essentially, Plaintiff pleaded and verified incorrect facts. The interests of fairness and justice require that Defendant must be afforded an opportunity to amend an answer, even a mistaken admission, once Defendant learns the truth. Just as Defendant perhaps should have more carefully answered the averments with denials based on lack of information, so too should Plaintiff have pleaded Vincent Cimino's alleged agency to his corporation in entering into the real estate contract.

Importantly, Plaintiff has not shown that it will suffer prejudice as a result of Defendant's Amended Answer. At argument, Plaintiff was unable to articulate how it will suffer prejudice as a result of Defendant's amendment. The fact that Defendant has now filed a Motion for Summary Judgment based on its Amended Answer does not constitute the type of prejudice necessary to deny a timely motion to amend pleadings. Just because an amendment may affect the ultimate outcome of the litigation does not make it prejudicial. Plaintiff could have anticipated a Motion for Summary Judgment, on any basis, at any time following discovery. Furthermore, Defendant's Motion to Amend Answer was filed early in this case, well before trial, and at the time of its filing no proceedings on dispositive motions had been scheduled in this case. Indeed, no such motions had been filed.⁵ This is not the "eleventh hour" amendment sought at trial that courts have frequently denied. Additionally, no witness testimony has been lost or evidence destroyed. The instant case involves a timely amendment that will not prejudice Plaintiff. In summary, Defendant properly sought leave to amend its Answer pursuant to the requirements of Pennsylvania Rule of Civil Procedure

⁵ Defendant's Motion for Summary Judgment was filed after leave was granted to permit Defendant to amend its answer, not before.

1033 to reflect the factual and detailed information it learned for the first time through discovery, and Plaintiff will not suffer prejudice as a result of Defendant's amendment. Accordingly, this Court did not abuse its discretion when it granted Defendant leave to file an Amended Answer.

For all the reasons stated herein, Plaintiff's Motion to Vacate Order of May 23, 2011 is denied. Accordingly, the attached Order is entered.

ORDER

AND NOW, this 6th day of October 2011, Plaintiff's Motion to Vacate Order of May 23, 2011 is denied. The May 23, 2011 Order remains in full force and effect. Hearing, if necessary, and argument on Defendant's Motion for Summary Judgment is scheduled for November 22, 2011 at 10:00 a.m. in Courtroom Number Two (2) of the Adams County Courthouse.

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 C. FORRY, JR., DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Administrator: Robert J. Forry, 402 Redcoat Court, Hanover, PA 17331

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

ESTATE OF SUSAN M. NORTON a/k/a SUSAN ELAINE NORTON, DEC'D

Late of Mount Pleasant Township, Adams County, Pennsylvania

Executor: Darrell A. Norton, 1911 Bon Ox Road, New Oxford, PA 17350

Attorney: John A. Wolfe, Esq., Wolfe & Rice, LLC, 47 West High Street, Gettysburg, PA 17325

ESTATE OF COLLEEN M. SCHMIDT, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Executrix: Diana R. Butler, 225 Puma Drive, Hanover, PA 17331

ESTATE OF DOROTHEA SEITER a/k/a DOROTHY L. SEITER, DEC'D

Late of Berwick Township, Adams County, Pennsylvania

Executor: Jesse A. Sayre, 66 Keefer Way, Mechanicsburg, PA 17055

Attorney: Chester G. Schultz, Esq., 145 Baltimore Street, Gettysburg, PA 17325

ESTATE OF SUZANNE A. SERAFINO, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Executors: Patrick M. Serafino, 172 Stafford Drive, Hanover, PA 17331; Phyllis Serafino, 172 Stafford Drive, Hanover, PA 17331

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

ESTATE OF DALE T. SHULTZ, DEC'D

Late of Hamiltonban Township, Adams County, Pennsylvania

Executrix: Mary T. Aughinbaugh, 650 Iron Springs Road, Fairfield, PA 17320

ESTATE OF JUDITH E. SIPLING a/k/a JUDITH ELAINE SIPLING, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Co-Executors: Gerald Smith, 546 Poplar Street, Hanover, PA 17331; Peggy Smith, 546 Poplar Street, Hanover, PA 17331

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

ESTATE OF DeSALES R. STERNER, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Executor: Gregory J. Sterner, 11 Cheetah Drive, Hanover, PA 17331

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

SECOND PUBLICATION

ESTATE OF SEAN DAVID BLAKE, DEC'D

Late of Union Township, Adams County, Pennsylvania

Executor: Charles D. Blake, c/o Douglas H. Gent, Law Offices of Douglas H. Gent, 1157 Eichelberger Street, Suite 4, Hanover, PA 17331

Attorney: Douglas H. Gent, Law Offices of Douglas H. Gent, 1157 Eichelberger Street, Suite 4, Hanover, PA 17331

ESTATE OF DALE R. GROVE, DEC'D

Late of Mt. Joy Township, Adams County, Pennsylvania

Executrices: Marcia E. Brown, 295 Hickory Road, Littlestown, PA 17340; Linda A. Becker, 1871 Mummasburg Road, Gettysburg, PA 17325

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

ESTATE OF ROBERT T. MILLER, SR., DEC'D

Late of the Borough of McSherrytown, Adams County, Pennsylvania

Robert T. Miller, Jr. and Amber D. Miller, 25 Harget Drive, Hanover, PA 17331

Attorney: Scott J. Strausbaugh, Esq., Becker & Strausbaugh, P.C., 544 Carlisle Street, Hanover, PA 17331

ESTATE OF JOSEPHINE R. O'BRIEN, DEC'D

Late of Berwick Township, Adams County, Pennsylvania

Executrix: Barbara A. Krebs, 1844 Liberty Road, Spring Grove, PA 17362

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

THIRD PUBLICATION

ESTATE OF KAY I. CRAIG-McGIRR, DEC'D

Late of Hamiltonban Township, Adams County, Pennsylvania

Executor: Thomas A. Brown, 215 Water Street, Fairfield, PA 17320

Attorney: Clayton R. Wilcox, Esq., P.O. Box 176, Littlestown, PA 17340

ESTATE OF THELMA MARY IRWIN, DEC'D

Late of Oxford Township, Adams County, Pennsylvania

Co-Executors: Carol Ann Welte and Robert E. Irwin, Jr., c/o Craig A. Diehl, Esq., Law Offices of Craig A. Diehl, 119A West Hanover Street, Spring Grove, PA 17362

Attorney: Craig A. Diehl, Esq., Law Offices of Craig A. Diehl, 119A West Hanover Street, Spring Grove, PA 17362

ESTATE OF BARBARA JEAN LAFFER PLATT, DEC'D

Late of Franklin Township, Adams County, Pennsylvania

Executor: John A. Latschar, 815 Taneytown Road, Gettysburg, PA 17325

Attorney: Clayton R. Wilcox, Esq., P.O. Box 176, Littlestown, PA 17340

ESTATE OF RICHARD H. SULLIVAN, DEC'D

Late of Menallen Township, Adams County, Pennsylvania

Executrices: Shirley J. Daron, 1694 Coon Rd., Aspers, PA 17304; Sharon K. Weidner, 1790 Coon Rd., Aspers, PA 17304

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

ESTATE OF KATHLEEN M. ZEIGLER, DEC'D

Late of Hamilton Township, Adams County, Pennsylvania

Executor: Kermit P. Zeigler, 128 Possum Hollow Road, East Berlin, PA 17316

Attorney: Clayton R. Wilcox, Esq., P.O. Box 176, Littlestown, PA 17340

CHANGE OF NAME NOTICE

CHANGE OF NAME NOTICE IS HEREBY GIVEN that on the 29th day of March 2012, the Petition of Jeffrey Allen Kump, Jr., an adult individual, was filed in the Court of Common Pleas of Adams County, Pennsylvania, praying for a decree to change the name of petitioner to Jeffrey Allen Martin.

The court has affixed the 6th day of July 2012, at 8:30 a.m., in Courtroom No. 4 of the Adams County Courthouse as the time and place for the hearing of said petition, when and where all persons interested may appear and show cause, if any they have, why the prayer of said petition should not be granted.

Bernard A. Yannetti, Jr., Esq.
Hartman & Yannetti
126 Baltimore Street
Gettysburg, PA 17325
Attorney for Petitioner

4/13

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE

IN THE COURT OF COMMON PLEAS
OF ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION—LAW
COURT OF COMMON PLEAS
CIVIL DIVISION
ADAMS COUNTY
NO. 11-SU-1752

WELLS FARGO BANK, N.A.

vs.

CHARLES H. PHILIPS a/k/a CHARLES
HARPER PHILIPS

NOTICE

TO CHARLES H. PHILIPS a/k/a
CHARLES HARPER PHILIPS:

You are hereby notified that on NOVEMBER 22, 2011, Plaintiff, WELLS FARGO BANK, N.A., 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 No. 11-SU-1752. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 305 HARRISBURG STREET, EAST BERLIN, PA 17316 whereupon your property would be sold by the Sheriff of Adams County.

You are hereby notified to plead to the above referenced Complaint on or before 20 days from the date of this publication or a Judgment will be entered against you.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are

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

YOU SHOULD TAKE THIS NOTICE 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.

ADAMS COUNTY
COURT ADMINISTRATOR
ADAMS COUNTY COURTHOUSE
GETTYSBURG, PA 17325
(717) 334-6781, EXT. 213
LAWYER REFERRAL SERVICE
MIDPENN LEGAL SERVICES
128 BRECKENRIDGE STREET
GETTYSBURG, PA 17325
(717) 334-7624

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FICTITIOUS NAME NOTICE

NOTICE IS HEREBY GIVEN that MEDIATION SERVICES OF CENTRAL PA filed a Fictitious Names Registration with the Pennsylvania Department of State on March 16, 2012 under the provisions of the Pennsylvania Business Corporation Law of 1988.

Andrea M. Singley, Esq.
Beauchat & Beauchat, LLC
63 West High Street
Gettysburg, PA 17325
717-334-4515

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