

# Adams County Legal Journal

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No. 17, pp. 133-142

## IN THIS ISSUE

ERIE INS. VS. MILLER ET AL

*This opinion is continued from the last issue (September 2, 2011).*

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Trust Officer



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## ADAMS COUNTY LEGAL JOURNAL (USPS 542-600)

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## SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-1757 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 10-S-1757

WELLS FARGO BANK, N.A.,  
SIBIM WELLS FARGO HOME  
MORTGAGE, INC.

vs.

LISA C. BEVENOUR and  
JAMES SPEALMAN

Owner(s) of property situate in the  
BOROUGH OF McSHERRYSTOWN,  
Adams County, Pennsylvania, being

20 NORTH 6TH STREET  
McSHERRYSTOWN, PA 17344-1817

Parcel No.: 28005-0160---000  
(Acreage or street address)

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$68,473.66

Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

SEIZED and taken into execution as  
the property of **Lisa C. Bevenour &  
James Spealman** and to be sold by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND  
CLAIMANTS: You are notified that a  
schedule of distribution will be filed by  
the Sheriff in his office on October 28,  
2011, and distribution will be made in  
accordance with said schedule, unless  
exceptions are filed thereto within 20  
days after the filing thereof. Purchaser  
must settle for property on or before filing  
date.

ALL claims to property must be filed  
with Sheriff before sale date.

As soon as the property is declared  
sold to the highest bidder, 20% of the  
purchase price or all of the cost, which-  
ever may be the higher, shall be paid  
forthwith to the Sheriff.

9/9, 16 & 23

## SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 11-S-371 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 11-S-371

ACNB BANK, FORMERLY KNOWN AS  
ADAMS COUNTY NATIONAL BANK

vs.

FREDERICK M. BRADY and  
LINDA S. BRADY

Owner(s) of property situate in the  
TOWNSHIP OF CONEWAGO, Adams  
County, Pennsylvania, being

710 W. ELM AVENUE  
HANOVER, PA 17331

Parcel No.: 08-008-0020  
(Acreage or street address)

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$128,684.42

Attorneys for Plaintiff

RICHARD E. THRASHER, ESQ.

SEIZED and taken into execution as  
the property of **Frederick M. Brady &  
Linda S. Brady** and to be sold by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND  
CLAIMANTS: You are notified that a  
schedule of distribution will be filed by  
the Sheriff in his office on October 28,  
2011, and distribution will be made in  
accordance with said schedule, unless  
exceptions are filed thereto within 20  
days after the filing thereof. Purchaser  
must settle for property on or before filing  
date.

ALL claims to property must be filed  
with Sheriff before sale date.

As soon as the property is declared  
sold to the highest bidder, 20% of the  
purchase price or all of the cost, which-  
ever may be the higher, shall be paid  
forthwith to the Sheriff.

9/9, 16 & 23

## SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 09-S-47 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 09-S-47

OCWEN LOAN SERVICING, LLC  
vs.

WAYNE COGSWELL

Owner(s) of property situate in the  
TOWNSHIP OF MOUNT PLEASANT,  
Adams County, Pennsylvania, being

235 EDGEGROVE ROAD  
HANOVER, PA 17331-7788

Parcel No.: 32J13-0127B---000  
(Acreage or street address)

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$425,747.30

Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

SEIZED and taken into execution as  
the property of **Wayne Cogswell** and to  
be sold by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND  
CLAIMANTS: You are notified that a  
schedule of distribution will be filed by  
the Sheriff in his office on October 28,  
2011, and distribution will be made in  
accordance with said schedule, unless  
exceptions are filed thereto within 20  
days after the filing thereof. Purchaser  
must settle for property on or before filing  
date.

ALL claims to property must be filed  
with Sheriff before sale date.

As soon as the property is declared  
sold to the highest bidder, 20% of the  
purchase price or all of the cost, which-  
ever may be the higher, shall be paid  
forthwith to the Sheriff.

9/9, 16 & 23

Under Pennsylvania law, the insurer bears the burden of proof that an exclusion applies. *Keystone*, 535 A.2d at 650 (citing *Miller v. Boston Ins. Co.*, 218 A.2d 275, 277 (Pa. 1966)). Accordingly, the burden rests with Erie to establish that the injury causing event (i.e. the shooting of Michael Farley by Tyler Lee) was expected or intended by Joseph Miller. Appellate authority recognizes that it is the intentional conduct of the *insured* which precludes coverage, not the intentional acts of third parties. *Baumhammers*, 938 A.2d at 291-92.

Count 2 of Erie's Declaratory Judgment Complaint is based on its mistaken assertion that "Joseph Miller's criminal convictions conclusively establish his intent and the application of the intentional acts exclusion is proper." **Plf.'s Decl. J. Compl. ¶ 61.** Erie asserts that because Joseph Miller was convicted of crimes which include "crimes of intent," as a matter of law those convictions trigger the Intentional Acts Exclusion. **Erie Br., p. 15.** In its Declaratory Judgment Complaint, Erie incorrectly asserts that the "crimes of intent" include robbery "with an *intent* to inflict serious bodily injury . . ." **Plf.'s Decl. J. Compl. ¶ 60.** (emphasis added). This misstates the law and the nature of Miller's conviction. The word "intent" does not appear in 18 Pa. C.S.A. § 3701(a)(1)(i), the subsection under which Miller was convicted. In contrast, the word "intentionally" does appear in other robbery subsections, **See 18 Pa. C.S.A. § 3701(a)(1)(ii) and (iv).** If the requisite mens rea was specific intent to injure, as Erie suggests, then the Legislature would have included the word "intent" in § 3701(a)(1)(i). It did not do so. One can be convicted of robbery under 18 Pa. C.S.A. § 3701(a)(1)(i) even if a person recklessly, negligently or even accidentally inflicts serious bodily injury on another in the course of committing a theft. **See 18 Pa. C.S.A. § 3701(a)(1)(i).** Further, Miller's plan to commit robbery would have been carried out by mere threat to cause injury as evidenced by possession of the guns. Miller's arming of Lee in the preparation for the robbery is clearly sufficient to establish an intention to threaten bodily injury, but it does not necessarily mean Miller intended or expected Lee to pull the trigger...three times.

While conceding that "the actual shooting may not have been planned," Erie argues because the robbery was a planned event, Joseph Miller's conviction for robbery triggers the Intentional Acts Exclusion. However, such an argument also disregards substantial appellate authority, which holds that even where an insured is

convicted of “intentional” crimes, a duty to defend may still exist. Specifically, in *Muff*, 851 A.2d 919 (Pa. Super. 2004), a case involving Erie’s Policy language, the Superior Court interpreted essentially identical policy language in a case where the Defendant, Mrs. Muff, had been convicted of first degree murder under 18 Pa. C.S.A. § 2502(a), aggravated assault under 18 Pa. C.S.A. § 2702(a)(1), and endangering the welfare of a child under 18 Pa. C.S.A. § 4304, following the death of an infant child while in her care. The Superior Court found that Erie had a duty to defend its insured despite the fact that she had been convicted of an intentional killing. *Muff*, 851 A.2d at 933. The *Muff* Court found that plaintiffs in the underlying civil action pled sufficient facts to support a negligence action, premised upon Mrs. Muff’s negligence both before and after she intentionally caused the death of the child, and that these errors or omissions contributed to the child’s death. *Id.* at 929-30. The fact that *Muff* was convicted of first degree murder, which by definition is the intentional killing of another, did not trigger the Intentional Acts Exclusion under Erie’s policy. *Id.* at 930-31. In so finding, the *Muff* Court noted that it was cognizant that insurer’s duty to defend is “fixed solely by the allegations in the underlying complaint” and “emphasized [the insurer’s duty] to defend against groundless, false, or fraudulent claims brought against its insured regardless of [the insurer’s] ultimate liability to pay, so long as the claims are *potentially* within the scope of the Policy.” *Id.* at 931. (emphasis in original).

The words “expected” and “intended” are synonymous when interpreting the Intentional Acts Exclusion and connote an element of conscious awareness on the part of the *insured*. *Stidham v. Millville Sportsmen’s Club*, 618 A.2d 945, 953 (Pa. Super. 1992), *appeal denied*, 637 A.2d 290 (Pa. 1993) (emphasis added). For purposes of this “expected or intended” provision, “an insured intends an injury if he desired to cause the consequences of his act or if he acted knowing that such consequences were substantially certain to result.” *Muff*, 851 A.2d at 928 (citing *Stidham*, 618 A.2d at 953).

For instance, *Stidham* involved a defendant who shot and killed a man and who subsequently pled guilty to third degree murder, multiple counts of aggravated assault and other criminal offenses. *Stidham*, 618 A.2d at 948. The *Stidham* Court found that the defendant’s guilty plea to third degree murder was “ambiguous enough

[regarding the defendant's intent] to have no conclusive effect on the subsequent civil action against Aetna." *Id.* at 952. While *Stidham* involved an insured's guilty plea, the Court based its decision on whether or not the insured's intent was conclusively established in the underlying criminal case. Just because an insured is convicted of criminal acts does not mean that the insured expected or intended to cause bodily injury. Thus, contrary to Erie's assertions, the Intentional Acts Exclusion is not triggered just because a "crime of intent" is committed. Rather the consequences of the act must be intended by the insured or known to the insured to be substantially certain to result.

It is important to note that the injuries caused in the multitude of cases cited by the parties in this instant action were directly caused by the hand of the insured. Here, the actual bodily injuries were inflicted at the hand of a non-insured third party, i.e., Tyler Lee. See, e.g., *Baumhammers*, 938 A.2d at 288-89 (insured went on shooting spree that resulted in the death of five people and serious injury of one person); *Muff*, 851 A.2d at 922-25 (insured caused death of infant child); *Stidham*, 618 A.2d at 948 (insured shot and killed the victim). Specifically, at issue in *Baumhammers* was whether Donegal had to defend Baumhammer's parents on an underlying civil complaint alleging that the parents were negligent in a number of different respects in their failures in dealing with their adult son.<sup>6</sup> *Baumhammers*, 938 A.2d at 288-89. Again, the injury causing event (i.e. the shooting of six people) was caused at the hand of an insured. *Id.* In *Baumhammers*, the Supreme Court concluded that an occurrence had taken place, especially as it relates to Baumhammer's parents and that Donegal had a duty to defend his parents *even though the complaint alleges that the intentional conduct of a third party was enabled by the negligence of the insured.* *Id.* at 295-96. (emphasis added).

Importantly, in the instant case, the proximate cause of the bodily injury to Mr. Farley was the unplanned and expected shooting by Tyler Lee. Joseph Miller never discharged a weapon. There is no indication or suggestion that Joseph Miller had any physical contact with Michael Farley. The Underlying Complaint makes no allegation

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<sup>6</sup> The averments of negligence against Sheri Miller instantly are essentially identical to the averments of negligence against the parties in *Baumhammers*.

that Joseph Miller engaged in the intentional torts of assault and battery or that Michael Farley was injured at the hand of Joseph Miller. To the contrary, the Underlying Complaint is clear in its averment that the shooting by Lee was unplanned and unexpected to Miller.

Erie goes on to argue that “it is proper for this Court to conclude that the natural and probable consequences of an intentional armed robbery is a shooting injury.” Again, I disagree. Although a shooting injury is a possible consequence of a robbery, it is not necessarily a natural or probable consequence of such. Indeed, as discussed, the crime of robbery may be committed based merely on threat of bodily injury, without anyone actually getting hurt.

Although Michael Farley’s bodily injuries were not caused at the direct hand of Joseph Miller, and although an extensive review of the criminal trial record is not necessary in determining whether Joseph Miller’s criminal convictions necessitate a finding or inference of intent to cause bodily injury, it is helpful to consider the elements of the crimes for which Joseph Miller was convicted. Looking at the criminal information setting forth the Commonwealth’s theory of liability on the robbery charge, it is clear that the Commonwealth alleged that Joseph Miller *and/or his accomplice*<sup>7</sup> in a theft inflicted serious bodily injury on another. Miller is an accomplice of Lee if:

with the intent of promoting or facilitating the commission of the offense, he:

- (i) solicits such other person to commit it; or
- (ii) aids, or agrees or attempts to aid such other person in planning or committing it.

**18 Pa. C.S.A. § 306(c).** The least degree of concert or collusion in the commission of the offense is sufficient to sustain a finding of responsibility as an accomplice. *Commonwealth v. Gladden*, 665 A.2d 1201, 1208 (Pa. Super. 1995) (citations omitted).

Importantly, robbery is committed if a person in the course of committing a theft either:

- (i) inflicts serious bodily injury upon another;
- (ii) threatens another with or intentionally puts him in fear of immediate bodily injury;

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<sup>7</sup> Criminal information at Adams County Court of Common Pleas, CR-350-2006.

- (iii) commits or threatens immediately to commit any felony of the first or second degree;
- (iv) inflicts bodily injury upon another or threatens another with or intentionally puts him in fear of immediate bodily injury; or
- (v) physically takes or removes property from the person of another by force however slight.

**18 Pa. C.S.A. § 3701.**

When the culpability sufficient to establish a material element of an offense is not prescribed by law, such element is established if a person acts intentionally, knowingly or recklessly with respect thereto.

**18 Pa. C.S.A. § 302(c).** As discussed hereinabove, specific intent to injure is not necessary in order for a person to be convicted of robbery under 18 Pa. C.S.A. § 3701(a)(1)(i). A person can be convicted of robbery even if they never intended or expected to injure anyone.

Accordingly, especially considering the fact that Miller never discharged a firearm, it is likely that the criminal trial court's finding of guilt on the robbery charge was premised on an accomplice liability theory. There is no factual dispute about the fact that Tyler Lee was the only shooter and the only person to actually inflict serious bodily injury on Michael Farley. For Joseph Miller to have been convicted of this crime despite the fact that he never shot Mr. Farley or anyone else and never inflicted serious bodily injury on anyone, the only conclusion to be drawn is that his conviction was based on the fact that he was an accomplice to Mr. Lee in the robbery itself.

Instantly, Miller's conviction for robbery, particularly based on an accomplice theory of liability, is not determinative or conclusive as to his intent to cause bodily injury. While it is clear that Miller intended to commit robbery, that offense can be effectuated without ever causing any bodily injury to another person. The fact that Miller intended and planned the robbery does not in and of itself conclusively establish that he intended to cause or expected to cause bodily injury to his victims. Although it may be true that, under Pennsylvania law, an actor is presumed to intend the natural and probable consequences of his actions, it is not necessarily or always the case that a shooting injury is the natural and probable consequence of an armed robbery. Many armed robberies are committed without anyone getting hurt.

Likewise, close examination of the aggravated assault charge for which Miller was convicted also does not lead to the conclusion that Miller intended or expected to cause bodily injury to Mr. Farley. A person commits aggravated assault if he attempts to cause serious bodily injury or causes such injury intentionally, knowingly, *or recklessly* under circumstances manifesting extreme indifference of value of human life. **18 Pa. C.S.A. § 2702(a)(1)** (emphasis added). Incidentally, this is the exact same subsection under which *Muff* and *Baumhammers* were convicted, and the appellate courts found that a conviction under that subsection is not per se determinative of intent to injure. See *Baumhammers*, 938 A.2d at 288; *Muff*, 851 A.2d at 922 n.2; see also *State Farm Fire & Cas. Co., v. Dunlavey*, 197 F. Supp. 2d 183, 188 (E.D. Pa. 2001) (holding that “a conviction in prior criminal proceedings [for Aggravated Assault under 18 Pa. C.S.A. § 2702(a)(i)] cannot preclude a victim from litigating the issue of the insured actor’s intent where a determination of intent was not essential to the conviction”). By the very definition of aggravated assault, a person can be convicted of that crime even though he did not intend or know that serious bodily injury would result from his actions. Additionally, as noted in the criminal information, Miller was charged with aggravated assault under an accomplice liability theory. Therefore, the fact that Miller was convicted of robbery under 18 Pa. C.S.A. § 3701(a)(1)(i) and aggravated assault under 18 Pa. C.S.A. § 2702(a)(1) does not conclusively establish his intent to cause bodily injury to Michael Farley for purposes of the underlying civil action.

It is also important to note that while Tyler Lee was convicted of criminal attempt (homicide), Miller was found not guilty of that charge. In so finding, the criminal trial judge observed that:

in order for there to be criminal attempt to commit homicide, the Commonwealth is required to prove beyond a reasonable doubt that, in this case, Mr. Lee had the specific intent to cause the death of Mr. Farley and that he took a substantial step toward committing that act.

How do you determine that intent? You can look at the circumstances when that intent is not expressed and one of the circumstances you can look at, obviously, as the lawyers note, is that the use of a deadly weapon on a vital part of another person’s body can be an inference to



indicate the intent to cause the death of that individual, but that is an inference. That can be accepted or rejected by the fact finder and Mr. Miller having not pulled the trigger could only be found guilty of attempted homicide if he was an accomplice in that attempt and that he was aiding and assisting in that event and that he would have had the specific intent to cause that death would have been caused as well... I do not find that at the time that you entered into the store that you had the specific intent to cause death.

The question then becomes did that intent change once you were inside?

Then, in addressing Mr. Lee, the trial court said:

I think what happened was you were determined to make Mr. Farley respond and if you accept the Commonwealth's version of what happened, at a very close range you shot him right in the face and that to me is enough to demonstrate attempted homicide.

But, importantly, in addressing Joseph Miller the trial court noted:

as I said a few moments ago, I don't think that when either of you entered the thought was in your mind that you were going to kill somebody, and I don't find enough in the evidence to establish beyond a reasonable doubt that it was your intent for Mr. Farley to be killed. Had you fired the weapon, had you otherwise participated when Mr. Lee started firing the weapons, if you would have verbally encouraged, helped to do so, I might have had a different conclusion.<sup>8</sup>

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<sup>8</sup> Although an examination of the criminal trial court record is not necessary, and although on Plaintiff's Motion for Judgment on the Pleadings this Court is constrained to view only the pleadings in the civil actions and the documents properly attached thereto, it must be noted that Plaintiff's counsel, at oral argument, requested and suggested that this Court review the transcript of President Judge Kuhn's sentencing proceedings in the criminal case. At oral argument the undersigned took the matter under advisement. Subsequently, after oral argument and as an Exhibit to its Supplemental Brief, Erie attached the entire transcript from which the above language was taken.

**(Plf.'s Supplemental Br. in Supp. of Mot. for J. on the Pleadings, Ex. 1, Sentencing Tr. in CR-390-2006 and CR-350-2006).**

The transcript provided by Erie as part of its Brief actually supports the notion that Miller did not intend or expect for there to be a shooting of Mr. Farley. In considering the trial court's acquittal of Mr. Miller on the attempted criminal homicide charge, in conjunction with its conviction of him on charges of robbery and aggravated assault, it is clear that those convictions were based on the Commonwealth's accomplice theory of liability in having committed those offenses.

Erie seems to suggest that there should be a per se rule triggering the Intentional Acts Exclusion if an insured is convicted of a crime which results in injury. Such a per se rule is not supported by appellate authority. Under *Baumhammers*, *Muff*, *Stidham*, and *Dunlavey* and contrary to Erie's arguments, the fact that Miller was convicted of aggravated assault and attempt to commit robbery does not conclusively establish for purposes of this civil litigation that he intended or expected to cause any bodily injury to Michael Farley. As noted, appellate authority teaches that even if an individual directly and criminally causes the death of another person, for purposes of civil case consideration, the Intentional Acts Exclusion is not necessarily triggered. The insurer still may have a duty to defend. An expectation or intent to cause bodily injury cannot be inferred from the fact that the insured was convicted of a crime, including "crimes of intent." If Erie wants to be afforded such protection, its Policy should be rewritten to exclude "bodily injury caused during the commission of a crime." Its Intentional Acts Exclusion does not stretch that far.

Erie also argues that the Intentional Acts Exclusion would operate to preclude coverage even though the Underlying Complaint suggests that Miller did not intend or expect for Lee to shoot Farley where Miller did intend or expect for there to be a robbery. For support, Erie points to language in the Policy which excludes coverage for "bodily injury which is expected or intended even if:

- (a) the degree, kind or quality of the injury or damages is different than what was expected or intended; or
- (b) a different person, entity, real or personal property sustained the injury or damage than was expected or intended."

**(Plf.'s Decl. J. Compl. ¶ 37, HomeProtector Extra Cover Ins. Policy, Home and Family Liability Protection-Section II, p. 17).**

Relying on this Policy language, Erie argues that the Intentional Acts Exclusion, by its very language, indicates that the resulting injury need not be the specific harm that was contemplated by the insured. However, the focus of this language is on the injury caused and the victim, not on the injury causing actions. The language cited by Erie excludes coverage if the *injury or damages* caused (by the expected or intended act) was different in degree, kind or quality from the intended harm or if the actual *victim* (of the expected or intended act) was different from the intended target. It does not exclude from coverage claims where the injury causing *actions* were other than what was expected or intended. As has been discussed at length it is clear that Miller intended to commit a robbery. Robbery can be committed simply by threatening another with bodily injury through the possession of a weapon. Lee's *act* of shooting the victim is different than what Miller expected or intended. As noted, here there is nothing to suggest that Miller expected or intended for there to be any bodily injury of any kind to anyone.

By way of illustration under subsection (a) of the Intentional Acts Exclusion, if a person were to intentionally strike somebody in the face intending no serious damages or consequences, but the person after being struck falls, strikes his head, and suffers severe brain injury, such resulting injury or damage is different than what was expected or intended by the act of striking a person and the fact that the injuries were more severe or serious than what was expected or intended by the action would not negate the applicability by the Intentional Acts Exclusion. Likewise, under subsection (b) of the Intentional Acts Exclusion, if an insured intends to shoot person "A," misses his target and strikes person "B" instead, the fact that somebody other than the expected or intended target of the action was injured or damaged would not negate the Intentional Acts Exclusion. However, this Court cannot interpret the language of the Erie policy to apply the Intentional Acts Exclusion to a situation where the injury causing *actions* of a third party, non-insured, co-conspirator are different from the actions the insured expected or intended. While it is true that the Intentional Acts Exclusion will apply even if the resulting injury is different than the injury that was originally intended, it does not apply if the acts undertaken by somebody were

different than the acts intended or planned. Accordingly, Erie's argument in this regard is without merit and the Intentional Acts Exclusion does not apply to preclude coverage to Joseph Miller or Sheri Miller.

Turning to Count 3 of Erie's Declaratory Judgment Complaint, Erie asserts that it has no duty to defend or indemnify Sheri Miller by virtue of the fact that the Intentional Acts Exclusion operates the bar coverage for Joseph Miller.<sup>9</sup> As noted above the Intentional Acts Exclusion is not applicable instantly. Erie has a duty to defend and indemnify not only Joseph Miller, but also Sheri Miller.

Finally, with regard to Count 4 of the Declaratory Judgment Complaint this Court agrees that to the extent the Underlying Complaint sought punitive damages, the Policy expressly excludes coverage for such damages. In any event, it is also apparent that the judgment entered by Judge Michael A. George against all Miller Defendants jointly and severally does not include any award for punitive damages. Therefore, the issue of coverage for punitive damages is moot.

Accordingly, the attached Order is entered.

### ORDER

AND NOW, this 19th day of April, 2011 Plaintiff, Erie Insurance Exchange's Motion for Judgment on the Pleadings is denied. Judgment is entered in favor of Defendants, Sheri L. Miller and Joseph Elliot Antrim Miller, and Michael Farley and Lisa Farley, and against Plaintiff Erie Insurance Exchange.

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<sup>9</sup> Erie concedes that there was an "occurrence" as to the allegations of negligence against Sheri Miller.

## SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 11-S-286 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 11-S-286

DEUTSCHE BANK NATIONAL TRUST  
FUND COMPANY AS INDENTURE  
TRUSTEE FOR NEW CENTURY HOME  
EQUITY LOAN TRUST SERVICES  
2006-2

vs.

JAMES A. CATANIA and  
JANICE M. CATANIA

Owner(s) of property situate in the  
TOWNSHIP OF HUNTINGTON, Adams  
County, Pennsylvania, being

345 WHITE CHURCH ROAD

YORK SPRINGS, PA 17372

Parcel No.: 22106-0035B---000

(Acreage or street address)

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$571,322.96

Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

SEIZED and taken into execution as  
the property of **James A. Catania &  
Janice M. Catania** and to be sold by  
me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND  
CLAIMANTS: You are notified that a  
schedule of distribution will be filed by  
the Sheriff in his office on October 28,  
2011, and distribution will be made in  
accordance with said schedule, unless  
exceptions are filed thereto within 20  
days after the filing thereof. Purchaser  
must settle for property on or before filing  
date.

ALL claims to property must be filed  
with Sheriff before sale date.

As soon as the property is declared  
sold to the highest bidder, 20% of the  
purchase price or all of the cost, which-  
ever may be the higher, shall be paid  
forthwith to the Sheriff.

9/9, 16 & 23

## SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 11-S-85 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 11-S-85

SUSQUEHANNA BANK, SUCCESSOR  
TO COMMUNITY BANKS,  
SUCCESSOR TO THE PEOPLES STATE  
BANK

vs.

HARMON D. CORNMAN

Owner(s) of property situate in the  
BOROUGH OF YORK SPRINGS,  
Adams County, Pennsylvania, being

203 ATLANTIC AVENUE

YORK SPRINGS, PA 17372

Parcel No.: 42-002-0056B---000

(Acreage or street address)

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$30,161.97

Attorneys for Plaintiff

MARTHA E. VONROSENSTIEL, ESQ.

SHARON E. MYERS, ESQ.

SEIZED and taken into execution as  
the property of **Harmon D. Cornman**  
and to be sold by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND  
CLAIMANTS: You are notified that a  
schedule of distribution will be filed by  
the Sheriff in his office on October 28,  
2011, and distribution will be made in  
accordance with said schedule, unless  
exceptions are filed thereto within 20  
days after the filing thereof. Purchaser  
must settle for property on or before filing  
date.

ALL claims to property must be filed  
with Sheriff before sale date.

As soon as the property is declared  
sold to the highest bidder, 20% of the  
purchase price or all of the cost, which-  
ever may be the higher, shall be paid  
forthwith to the Sheriff.

9/9, 16 & 23

## SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-TL-652 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 10-TL-652

READING TOWNSHIP MUNICIPAL  
AUTHORITY

vs.

JAMIE P. DONNELLY and  
EILEEN N. DONNELLY

Owner(s) of property situate in the  
TOWNSHIP OF READING, Adams  
County, Pennsylvania, being

5649 CARLSLE PIKE

NEW OXFORD, PA 17350

Parcel No.: 36-J07-0032---000

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$1,303.60

Attorneys for Plaintiff

SHARON E. MYERS, ESQ.

CGA LAW FIRM

717-848-4900

SEIZED and taken into execution as  
the property of **Jamie P. Donnelly &  
Eileen N. Donnelly** and to be sold by  
me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND  
CLAIMANTS: You are notified that a  
schedule of distribution will be filed by  
the Sheriff in his office on October 28,  
2011, and distribution will be made in  
accordance with said schedule, unless  
exceptions are filed thereto within 20  
days after the filing thereof. Purchaser  
must settle for property on or before filing  
date.

ALL claims to property must be filed  
with Sheriff before sale date.

As soon as the property is declared  
sold to the highest bidder, 20% of the  
purchase price or all of the cost, which-  
ever may be the higher, shall be paid  
forthwith to the Sheriff.

9/9, 16 & 23

## SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 11-S-656 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 11-S-656

BAC HOME LOANS SERVICING, LP  
f/k/a COUNTYWIDE HOME LOANS  
SERVICING, LLP  
vs.

J. CRISTO KIEPEA & GEDE W. KIEPEA

Owner(s) of property situate in the  
TOWNSHIP OF FRANKLIN, Adams  
County, Pennsylvania, being

2532 MUMMASBURG ROAD  
GETTYSBURG, PA 17325

Parcel No.: 12-E10-0037  
POD: 5068-240

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$269,774.45

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQ.  
MARC W. WEISBERG, ESQ.  
EDWARD D. CONWAY, ESQ.  
MARGARET GAIRO, ESQ.

SEIZED and taken into execution as  
the property of **J. Cristo Kiepea & Gede  
W. Kiepea** and to be sold by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND  
CLAIMANTS: You are notified that a  
schedule of distribution will be filed by  
the Sheriff in his office on October 28,  
2011, and distribution will be made in  
accordance with said schedule, unless  
exceptions are filed thereto within 20  
days after the filing thereof. Purchaser  
must settle for property on or before filing  
date.

ALL claims to property must be filed  
with Sheriff before sale date.

As soon as the property is declared  
sold to the highest bidder, 20% of the  
purchase price or all of the cost, which-  
ever may be the higher, shall be paid  
forthwith to the Sheriff.

9/9, 16 & 23

## SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 09-S-832 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 09-S-832

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR MASTER ASSET  
BACKED SECURITIES TRUST  
2006-NC 1

vs.

MICHAEL S. KESSLER a/k/a  
MICHAEL KESSLER

Owner(s) of property situate in the  
BOROUGH OF GETTYSBURG, Adams  
County, Pennsylvania, being

128 YORK STREET  
GETTYSBURG, PA 17325-1932

Parcel No.: 16007-0236---000  
(Acreage or street address)

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$181,616.05

Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

SEIZED and taken into execution as  
the property of **Michael S. Kessler**  
**a/k/a Michael Kessler** and to be sold  
by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND  
CLAIMANTS: You are notified that a  
schedule of distribution will be filed by  
the Sheriff in his office on October 28,  
2011, and distribution will be made in  
accordance with said schedule, unless  
exceptions are filed thereto within 20  
days after the filing thereof. Purchaser  
must settle for property on or before filing  
date.

ALL claims to property must be filed  
with Sheriff before sale date.

As soon as the property is declared  
sold to the highest bidder, 20% of the  
purchase price or all of the cost, which-  
ever may be the higher, shall be paid  
forthwith to the Sheriff.

9/9, 16 & 23

## SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-940 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 10-S-940

U.S. BANK, N.A. ND

vs.

DANIEL W. KELLER

Owner(s) of property situate in the  
BOROUGH OF NEW OXFORD, Adams  
County, Pennsylvania, being

9 OXWOOD CIRCLE  
NEW OXFORD, PA 17350

Parcel No.: 34007-0091---000

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$169,947.96

Attorneys for Plaintiff

LAW OFFICES OF GREGORY  
JAVARDIAN

SEIZED and taken into execution as  
the property of **Daniel W. Keller** and to  
be sold by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND  
CLAIMANTS: You are notified that a  
schedule of distribution will be filed by  
the Sheriff in his office on October 28,  
2011, and distribution will be made in  
accordance with said schedule, unless  
exceptions are filed thereto within 20  
days after the filing thereof. Purchaser  
must settle for property on or before filing  
date.

ALL claims to property must be filed  
with Sheriff before sale date.

As soon as the property is declared  
sold to the highest bidder, 20% of the  
purchase price or all of the cost, which-  
ever may be the higher, shall be paid  
forthwith to the Sheriff.

9/9, 16 & 23

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 11-S-666 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 11-S-666

MIDFIRST BANK

vs.

CYNTHIA A. MOSCHETTI, MARK E. MOSCHETTI & THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT

Owner(s) of property situate in the TOWNSHIP OF CONEWAGO, Adams County, Pennsylvania, being

21 SYCAMORE LANE  
HANOVER, PA 17331

Parcel No.: 08-009-0146

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$156,393.48

Attorneys for Plaintiff

SCOTT A. DIETTERICK, ESQ.

LEON P. HALLER, ESQ.

SEIZED and taken into execution as the property of **Cynthia A. Moschetti, Mark E. Moschetti & The Secretary of Housing and Urban Development** and to be sold by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 28, 2011, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale date.

As soon as the property is declared sold to the highest bidder, 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

9/9, 16 & 23

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 11-S-686 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 11-S-686

FANNIE MAE ("FEDERAL NATIONAL MORTGAGE ASSOCIATION") c/o IBM LENDER BUSINESS PROCESS SERVICES, INC., AS SERVICER

vs.

JAY EDWIN MURPHY and  
STACY A. MURPHY

Owner(s) of property situate in the TOWNSHIP OF MENALLEN, Adams County, Pennsylvania, being

115 BOYDS SCHOOL ROAD  
BIGLERVILLE, PA 17307

Parcel No.: 29-C06-00341

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$278,696.20

Attorneys for Plaintiff

MARTHA E. VONROSENSTIEL, ESQ.

JACQUELINE F. McNALLY, ESQ.

SEIZED and taken into execution as the property of **Jay Edwin Murphy & Stacy A. Murphy** and to be sold by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 28, 2011, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale date.

As soon as the property is declared sold to the highest bidder, 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

9/9, 16 & 23

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 11-S-437 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 11-S-437

EASTERN SAVINGS BANK, FSB

vs.

BRIAN E. KINARD and  
MICHELLE R. KINARD

Owner(s) of property situate in the TOWNSHIP OF READING, Adams County, Pennsylvania, being

17 SHERMAN DRIVE  
EAST BERLIN, PA 17316

Parcel No.: 37-2-43

(Acreage or street address)

IMPROVEMENTS THEREON:

RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$169,383.81

Attorneys for Plaintiff

SCOTT A. DIETTERICK, ESQ.

JAMES, SMITH, DIETTERICK &

CONNELLY, LLP

SEIZED and taken into execution as the property of **Brian E. Kinard & Michelle R. Kinard** and to be sold by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 28, 2011, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale date.

As soon as the property is declared sold to the highest bidder, 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

9/9, 16 & 23

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-1782 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 10-S-1782

WELLS FARGO BANK, N.A., s/b/m  
TO WELLS FARGO HOME  
MORTGAGE, INC.  
vs.

BRUCE J. PARROTT and APRYLE LEE  
PARROTT a/k/a APRYLE L. PARROTT

Owner(s) of property situate in the  
TOWNSHIP OF MOUNT PLEASANT,  
Adams County, Pennsylvania, being

556 HOOKER DRIVE  
GETTYSBURG, PA 17325-8952

Parcel No.: 32105-0084---000  
(Acreage or street address)

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$269,431.41

Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

SEIZED and taken into execution as  
the property of **Bruce J. Parrott &  
Apryle Lee Parrott a/k/a Apryle L.  
Parrott** and to be sold by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND  
CLAIMANTS: You are notified that a  
schedule of distribution will be filed by  
the Sheriff in his office on October 28,  
2011, and distribution will be made in  
accordance with said schedule, unless  
exceptions are filed thereto within 20  
days after the filing thereof. Purchaser  
must settle for property on or before filing  
date.

ALL claims to property must be filed  
with Sheriff before sale date.

As soon as the property is declared  
sold to the highest bidder, 20% of the  
purchase price or all of the cost, which-  
ever may be the higher, shall be paid  
forthwith to the Sheriff.

9/9, 16 & 23

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-2227 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 10-S-2227

WELLS FARGO BANK, N.A.  
vs.

SHELLEY A. PETERSON and  
KYLE REED PETERSON

Owner(s) of property situate in the  
BOROUGH OF LITTLESTOWN, Adams  
County, Pennsylvania, being

350 SOUTH COLUMBUS AVENUE  
LITTLESTOWN, PA 17340-1533

Parcel No.: 27011-0252---000  
(Acreage or street address)

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$124,629.44

Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

SEIZED and taken into execution as  
the property of **Shelley A. Peterson &  
Kyle Reed Peterson** and to be sold by  
me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND  
CLAIMANTS: You are notified that a  
schedule of distribution will be filed by  
the Sheriff in his office on October 28,  
2011, and distribution will be made in  
accordance with said schedule, unless  
exceptions are filed thereto within 20  
days after the filing thereof. Purchaser  
must settle for property on or before filing  
date.

ALL claims to property must be filed  
with Sheriff before sale date.

As soon as the property is declared  
sold to the highest bidder, 20% of the  
purchase price or all of the cost, which-  
ever may be the higher, shall be paid  
forthwith to the Sheriff.

9/9, 16 & 23

SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-2130 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 10-S-2130

WELLS FARGO BANK, N.A.  
vs.

ANDREW A. PASTELAK

383 BEAVER STREET  
EAST BERLIN, PA 17316-8619

Parcel No.: 10007-0061---000  
(Acreage or street address)

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$191,308.71

Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

SEIZED and taken into execution as  
the property of **Andrew A. Pastelak** and  
to be sold by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND  
CLAIMANTS: You are notified that a  
schedule of distribution will be filed by  
the Sheriff in his office on October 28,  
2011, and distribution will be made in  
accordance with said schedule, unless  
exceptions are filed thereto within 20  
days after the filing thereof. Purchaser  
must settle for property on or before filing  
date.

ALL claims to property must be filed  
with Sheriff before sale date.

As soon as the property is declared  
sold to the highest bidder, 20% of the  
purchase price or all of the cost, which-  
ever may be the higher, shall be paid  
forthwith to the Sheriff.

9/9, 16 & 23



## SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 09-S-2031 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 09-S-2031

DEUTSCHE BANK NATIONAL TRUST COMPANY, SOLELY AS TRUSTEE AND NOT IN ITS INDIVIDUAL CAPACITY FOR THE HOME EQUITY MORTGAGE LOAN ASSETS-BACKED TRUST, SERIES IN ABS 2006-B UNDER THE POOLING AND SERVICING AGREEMENT DATED MARCH 1, 2006

vs.

JAMES J. THAMEZ and  
JESSICA A. THAMEZ

Owner(s) of property situate in the BOROUGH OF ABBOTTSTOWN, Adams County, Pennsylvania, being

240 COUNTRY CLUB ROAD  
ABBOTTSTOWN, PA 17301

Parcel No.: 01-01-4-122  
POD: 4289-24

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGEMENT AMOUNT: \$255,345.97

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQ.  
MARC W. WEISBERG, ESQ.  
EDWARD D. CONWAY, ESQ.  
MARGARET GAIRO, ESQ.

SEIZED and taken into execution as the property of **James J. Thamez & Jessica A. Thamez** and to be sold by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 28, 2011, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale date.

As soon as the property is declared sold to the highest bidder, 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

9/9, 16 & 23

## SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-551 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 10-S-551

THE BANK OF NEW YORK MELLON FIKJA THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATE HOLDERS OF POPULAR ABS, INC. MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005-5

vs.

KELLI ANN SMITH

Owner(s) of property situate in the BOROUGH OF LITTLESTOWN, Adams County, Pennsylvania, being

54 CROUSE PARK  
LITTLESTOWN, PA 17340-1332

Parcel No.: 27005-0139---000  
(Acreage or street address)

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$145,250.77

Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

SEIZED and taken into execution as the property of **Kelli Ann Smith** and to be sold by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 28, 2011, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale date.

As soon as the property is declared sold to the highest bidder, 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

9/9, 16 & 23

## SHERIFF'S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-2495 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 10-S-2495

WELLS FARGO BANK, N.A.  
vs.

JOHN WHITE and BETTY WHITE

Owner(s) of property situate in the TOWNSHIP OF HAMILTONBAN, Adams County, Pennsylvania, being

645 MOUNT HOPE ROAD  
FAIRFIELD, PA 17320

Parcel No.: 18-C14-0017A  
(Acreage or street address)

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$228,458.67

Attorneys for Plaintiff

CHRISTINE A. PINTO, ESQ.  
PARKER McCAY, P.A.

SEIZED and taken into execution as the property of **John White & Betty White** and to be sold by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND CLAIMANTS: You are notified that a schedule of distribution will be filed by the Sheriff in his office on October 28, 2011, and distribution will be made in accordance with said schedule, unless exceptions are filed thereto within 20 days after the filing thereof. Purchaser must settle for property on or before filing date.

ALL claims to property must be filed with Sheriff before sale date.

As soon as the property is declared sold to the highest bidder, 20% of the purchase price or all of the cost, whichever may be the higher, shall be paid forthwith to the Sheriff.

9/9, 16 & 23

SHERIFF’S SALE

IN PURSUANCE of a Writ of Execution, Judgment No. 10-S-1501 issuing out of Court of Common Pleas Adams County, and to me directed, will be exposed to Public Sale on Friday, the 7th day of October, 2011, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Courthouse, Borough of Gettysburg, Adams County, PA, the following Real Estate, viz.:

SHORT DESCRIPTION

By virtue of Writ of Execution  
No. 10-S-1501

CHASE HOME FINANCE, LLC  
vs.

NICOLE A. YOUNG and  
JASON D. YOUNG

Owner(s) of property situate in the  
TOWNSHIP OF READING, Adams  
County, Pennsylvania, being

67 CURTIS DRIVE  
EAST BERLIN, PA 17316  
LOT 629, PB1-4 LAKE MEADE

Parcel No.: 36-102-0014  
POD: 5057-292

IMPROVEMENTS THEREON:  
RESIDENTIAL DWELLING

JUDGMENT AMOUNT: \$185,948.87

Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQ.  
MARC W. WEISBERG, ESQ.  
EDWARD D. CONWAY, ESQ.  
MARGARET GAIRO, ESQ.

SEIZED and taken into execution as  
the property of **Nicole A. Young &  
Jason D. Young** and to be sold by me.

James W. Muller-Sheriff  
Sheriff's Office, Gettysburg, PA

TO ALL PARTIES IN INTEREST AND  
CLAIMANTS: You are notified that a  
schedule of distribution will be filed by  
the Sheriff in his office on October 28,  
2011, and distribution will be made in  
accordance with said schedule, unless  
exceptions are filed thereto within 20  
days after the filing thereof. Purchaser  
must settle for property on or before filing  
date.

ALL claims to property must be filed  
with Sheriff before sale date.

As soon as the property is declared  
sold to the highest bidder, 20% of the  
purchase price or all of the cost, which-  
ever may be the higher, shall be paid  
forthwith to the Sheriff.

9/9, 16 & 23

FICTITIOUS NAME NOTICE

NOTICE IS HEREBY GIVEN in compli-  
ance with the requirements of the  
"Fictitious Name Act," Section 311, Act  
of 1982-295 (54 Pa. C.S.A. 311), of the  
filing of an application in the Office of the  
Secretary of the Commonwealth of  
Pennsylvania, on July 19, 2011, for a  
certificate for the conduct of a business  
in Adams County, Pennsylvania, under  
the assumed or fictitious name, style or  
designation of JW PAVING & SONS,  
INC. with its principal place of business  
at 131 Fawn Hill Road, Hanover,  
Pennsylvania 17331. The purpose of the  
business is the paving. The name and  
address of the person owning or inter-  
ested in said business is Joe R. Wells,  
131 Fawn Hill Road, Hanover,  
Pennsylvania 17331.

John C. Zepp, III, Esq.  
P.O. Box 204  
8438 Carlisle Pike  
York Springs, PA 17372

9/9

FICTITIOUS NAME NOTICE

NOTICE IS HEREBY GIVEN that an  
Application for Registration of Fictitious  
Name was filed in the Commonwealth of  
Pennsylvania on August 1, 2011 for  
HISTORICAL ADVENTURE TOURS  
located at 961 Fairview Avenue,  
Gettysburg, PA 17325. The name and  
address of each individual interested in  
the business is Frederick W. Hawthorne,  
961 Fairview Avenue, Gettysburg, PA  
17325. This was filed in accordance with  
54 PA.C.S. 311.

9/9

**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 ROBERT C. BROWN, JR., DEC'D**

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Personal Representative: Duari M. Weiss, 1925 Kays Mill Road, Finksburg, MD 21048

Attorney: G. Steven McNKonly, Esq., 119 Baltimore St., Hanover, PA 17331

**ESTATE OF CATHERINE A. HERBERT, DEC'D**

Late of Straban Township, Adams County, Pennsylvania

Administrator: John M. Herbert, 45 Fidler Road, Gettysburg, PA 17325

Attorney: Gary E. Hartman, Esq., Hartman & Yannetti, 126 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF GENEVIEVE L. WEIGLE, DEC'D**

Late of Mt. Pleasant Township, Adams County, Pennsylvania

Gary W. Weigle, 831 Kohler School Road, New Oxford, PA 17350

**ESTATE OF VIRGINIA K. WOODS, DEC'D**

Late of Straban Township, Adams County, Pennsylvania

Executor: Brian Kline, 302 Widgeon Way, Chester, MD 21619

Attorney: Teeter, Teeter & Teeter, 108 W. Middle St., Gettysburg, PA 17325

**ESTATE OF DONNA J. YAKE a/k/a DONNA JO YAKE, DEC'D**

Late of the Borough of New Oxford, Adams County, Pennsylvania

Executrix: Anita L. Hockensmith, c/o Alan M. Cashman, Esq., 141 Broadway, Suite 230, Hanover, PA 17331

Attorney: Alan M. Cashman, Esq., 141 Broadway, Suite 230, Hanover, PA 17331

**SECOND PUBLICATION****ESTATE OF ESTELLA MAE GEBHART a/k/a ESTELLA M. GEBHART, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania

Co-Executors: Francis R. Gebhart, Rosemarie T. Herman and Veronica D. Hawn, c/o James D. Hughes, Esq., Salzmänn Hughes P.C., 354 Alexander Spring Road, Suite 1, Carlisle, PA 17015

Attorney: James D. Hughes, Esq., Salzmänn Hughes P.C., 354 Alexander Spring Road, Suite 1, Carlisle, PA 17015

**ESTATE OF RITCHIE A. IRELAND, III, DEC'D**

Late of Freedom Township, Adams County, Pennsylvania

Administratrix: Stephanie L. Papaioannou, 1118 Annandale Drive, Elgin, IL 60123

Attorney: Gary E. Hartman, Esq., Hartman & Yannetti, 126 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF MARY RUTH SEIDEL, DEC'D**

Late of Cumberland Township, Adams County, Pennsylvania

Executors: Robert A. Seidel, Jr., 19 Jackson Road, Gettysburg, PA 17325; Mary H. Bradford, P.O. Box 504, Dillwyn, VA 23936; Theresa E.S. Wyatt, 11662 Browningsville Road, Ijamsville, MD 21754

Attorney: Robert E. Campbell, Esq., Campbell & White, P.C., 112 Baltimore Street, Suite 1, Gettysburg, PA 17325-2311

**ESTATE OF ETHYL M. ZENITTINI, DEC'D**

Late of the Borough of Littlestown, Adams County, Pennsylvania

Executor: Joseph J. Zenittini, 222 Boyer Street, Littlestown, PA 17340

Attorney: John J. Mooney, III, Esq., Mooney & Associates, 230 York Street, Hanover, PA 17331

**THIRD PUBLICATION****ESTATE OF NANCY ELLEN GOBRECHT, DEC'D**

Late of Reading Township, Adams County, Pennsylvania

Executrix: Marcy Hufnagle, c/o Daniel D. Worley, Esq., Worley & Worley, 101 E. Philadelphia St., York, PA 17401

Attorney: Daniel D. Worley, Esq., Worley & Worley, 101 E. Philadelphia St., York, PA 17401

**ESTATE OF RAY E. GOLDEN, JR., DEC'D**

Late of Cumberland Township, Adams County, Pennsylvania

Barbara K. Golden, 23 Davis Avenue, Gettysburg, PA 17325

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

**ESTATE OF RUTHANNA JACOBS, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania

Executrix: Patricia L. Mummert, c/o Matthew L. Guthrie, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331

Attorney: Matthew L. Guthrie, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331

**ESTATE OF PHYLLIS MARY KRAUSHAR a/k/a PHYLLIS KRAUSHAR, DEC'D**

Late of Maryland

Executor: Anton D. Kraushar, c/o Samuel A. Gates, Esq., Gates & Gates, P.C., 250 York Street, Hanover, PA 17331

Attorney: Samuel A. Gates, Esq., Gates & Gates, P.C., 250 York Street, Hanover, PA 17331

**ESTATE OF ANNE M. ROSENBERG, DEC'D**

Late of Straban Township, Adams County, Pennsylvania

Executrix: Carole A. Schutz, 36103 Astoria Way, Avon, OH 44011

Attorney: Ronald J. Hagarman, Esq., 110 Baltimore Street, Gettysburg, PA 17325

**ESTATE OF ARLENE G. STOUGH, DEC'D**

Late of the Borough of East Berlin, Adams County, Pennsylvania

Gerald L. Stough, 345 Bermudian Creek Road, East Berlin, PA 17316

Attorney: Jan M. Wiley, Esq., The Wiley Group, P.C., 3 N. Baltimore Street, Dillsburg, PA 17019

**ESTATE OF ELSIE MAY ZINN, DEC'D**

Late of Oxford Township, Adams County, Pennsylvania

Dawn M. Peters, 315 Green Springs Road, Hanover, PA 17331; Dale L. Zinn, 140 Municipal Road, Hanover, PA 17331

Attorney: Thomas E. Miller, Esq., Miller & Shultis, P.C., 249 York Street, Hanover, PA 17331

