

# Mercer County Law Journal

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*(The Official Legal Publication of Mercer County, Pennsylvania)*

*Douglas M. Watson, Esq., Editor-in-Chief*

*Mary L. Allen, Business Manager*

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## IN THE COURT OF COMMON PLEAS OF MERCER COUNTY, PENNSYLVANIA

ARGUMENT COURT - MONDAY, MAY 4, 2026

Briefs are due in accordance with Mercer County Local Rules of Civil Procedure, Rule L208.3(b)

### Courtroom #1-T. Nesbit

10:00 AM	2026-3	<b>CITIZENS BANK, NA V. CHARLES A.J. HALPIN, III</b> <i>G. Javardian; B. Woodward Buchan; C. Halpin, III (pro se); B. Miller; S. Kulik</i> Motion to Open Default Judgment
11:00 AM	2024-2867	<b>PORTFOLIO RECOVERY ASSOCIATES, LLC V. TREVOR AUSTIN</b> <i>G. Babcock; R. Polas; Pro se Defendant</i> Preliminary Preliminary Objections
2:30 PM	2020-2287	<b>Q.M., A MINOR BY HIS LEGAL GUARDIAN V. GEORGE JUNIOR REPUBLIC, ET AL</b> <i>S. Marino; J. Auddino; S. O'Neal; D. Margonari; M. Shefton; A. Frankel; J. Steidle</i> Pls' Objs to Def's Notice of Intent to Serve Subpoena & Def's Mtn to Strike; Def's Mtn for Summary Judgment & Pl's Mtn to Quash; Pl's Mtn to reopen Discovery

### Courtroom #2 - R. Amrhein

9:00 AM	2026-598	<b>COLLEEN DAVIS V. WENCO CASTLE, INC., ET AL</b> <i>E. Reino; C. Yoskosky</i> Motion to Strike Rule to File Complaint & Pre-Complaint Discovery
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### Courtroom #3 - PJ Wallace

1:30 PM	2025-3547	<b>BARBARA GIEGUCZ V. GIEGUCZ 2021 REAL PROPERTY</b> <i>A. Snyder; J. Myers; J. Morelli; S. Lautner</i> Preliminary Objections
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### Courtroom #4 - N. McEwen

9:00 A.M.	2025-1789	<b>VELOCITY INVESTMENTS, LLC V. TIMOTHY BENTON</b> <i>D. Tsarouhis; B. Achey; R. Klingensmith</i> Preliminary Objections to Amended Complaint
10:00 A.M.	2026-144	<b>LATRICIA BROWN V. MCAR, ET AL</b> <i>D. Kobylnski; S. Fera</i> Preliminary Objections

**IN THE COURT OF COMMON PLEAS OF MERCER COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

HUDSON CONSTRUCTION, INC.,  
Plaintiff

vs.

FARMACEUTICALRX, L.L.C.,  
Defendant

vs.

PENN-OHIO ELECTRIC COMPANY,  
Additional Defendant

No. 2020-2605

**APPEARANCES**

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IN THE COURT OF COMMON PLEAS OF MERCER COUNTY, PENNSYLVANIA  
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HUDSON CONSTRUCTION, INC.,  
Plaintiff

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vs.

PENN-OHIO ELECTRIC COMPANY,  
Additional Defendant

No. 2020-2605

**OPINION**

**Nesbit, J.**

**ISSUE**

Presently before the Court is Penn-Ohio Electric Company's motion for summary judgment.

**FACTS**

Hudson Construction, Inc. (Hudson), initiated this action against FarmaceuticalRx, L.L.C. (Farma) to recover money allegedly owed to Hudson for construction work performed for Farma. Farma subsequently filed a counterclaim against Hudson and later joined Penn-Ohio Electric Company (Penn-Ohio) as an additional defendant. Penn-Ohio worked as a subcontractor for Hudson related to Hudson's work for Farma. Farma's claim against Penn-Ohio alleges breach of contract and negligence due to a Penn-Ohio employee shutting off power to freezers on Farma's property which led to the loss of Farma's medical marijuana product. The power allegedly remained off over the Labor Day long weekend which led to the loss of nearly \$200,000 of marijuana product.

Farma is a licensed producer of medical marijuana in Pennsylvania, and there is evidence that Penn-Ohio knew that Farma was engaged in the business of growing marijuana prior to doing at least the majority of their work. Over the course of their contract, Penn-Ohio allegedly earned approximately \$3.2 million. Penn-Ohio alleges that it is owed further compensation by either Farma or Hudson for money earned but never paid related to the work it performed.

**PROCEDURAL HISTORY**

The relevant procedural history is as follows. Hudson filed a Complaint on September 8, 2020. Farma

filed a Second Amended Answer, New Matter, and Counterclaim on December 3, 2020. Hudson filed its Reply to New Matter and Answer to Farma’s Counterclaim on December 23, 2020. Farma filed an Amended Complaint to Join Additional Defendant against Penn-Ohio on November 1, 2021. Penn-Ohio filed its Answer to New Matter, Crossclaim, and Counterclaim on February 11, 2022. Hudson filed its Answer to Crossclaim, New Matter, and Crossclaim on April 20, 2022. Penn-Ohio filed its Reply to New Matter and Crossclaim on May 27, 2022.

On October 20, 2025, Penn-Ohio filed the instant motion for summary judgment and brief in support. Farma filed its brief in opposition to summary judgment on December 12, 2025. On February 18, 2026, Penn-Ohio filed a reply brief in support of its motion.

### **STANDARD OF REVIEW**

“‘[S]ummary judgment is appropriate only in those cases where the record clearly demonstrates that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law.’” Summers v. Certaineed Corp., 997 A.2d 1152, 1159 (Pa. 2010) (citing Atcovitz v. Gulph Mills Tennis Club, Inc., 812 A.2d 1218, 1221 (Pa. 2002); Pa. R.C.P. 1035.2(1)). “When considering a motion for summary judgment, the trial court must take all facts of record and reasonable inferences therefrom in a light most favorable to the non-moving party.” *Id.* (citing Toy v. Metropolitan Life Ins. Co., 928 A.2d 186, 195 (Pa. 2007)). The trial court must resolve all doubts as to the existence of a genuine issue of material fact against the moving party. *See id.* The trial court “may only grant summary judgment ‘where the right to such judgment is clear and free from all doubt.’” *Id.* (citing Toy, 928 A.2d at 195).

### **LAW AND DISCUSSION**

As outlined in the previous section, the Court must resolve all issues of fact in favor of the non-moving party when ruling on a motion for summary judgment. The parties have provided exhibits which support the relevant facts, and notably, they generally do not dispute these facts for the purposes of this motion. Instead, Penn-Ohio argues that any losses suffered by Farma cannot be recovered in a court of law because Farma’s business is itself unlawful. Penn-Ohio presents two alternative theories to support this proposition: (1) the law generally bars recovery for plaintiffs whose illegal conduct forms the basis of their claim; and (2) even if the contract were found to be enforceable, the law will not permit compensation for lost contraband. By contrast, Farma contends that

Penn-Ohio's characterization of the business activity and associated products as illegal is mistaken, and further, equity demands that Farma be allowed to pursue its claim given Penn-Ohio's knowing participation in the agreement which it now alleges is illegal.

The specific issues presented by Penn-Ohio appear to be a matter of first impression in Pennsylvania. While a number of federal courts have addressed the enforceability of contracts and the recovery of damages related to medical marijuana legally possessed under state law, the courts of this Commonwealth have not yet addressed this particular issue. However, as discussed below, both the Supreme Court and the Commonwealth Court have discussed the interplay of the MMA and the CSA in other contexts.

## **I. The Supremacy Clause**

The United States Constitution, as the foundational source of authority in our federal government provides instruction for how courts are to uphold the laws of the country and the individual states therein:

This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

U.S. Const. art. VI, cl. 2. The United States Supreme Court has provided some guidance on the meaning of this clause:

It is apparent that this Clause creates a rule of decision: Courts "shall" regard the "Constitution," and all laws "made in Pursuance thereof," as "the supreme Law of the Land." They must not give effect to state laws that conflict with federal laws.

*Armstrong v. Exceptional Child Center, Inc.*, 575 U.S. 320, 324-25 (2015) (citations omitted). However, "[t]he Pennsylvania Supreme Court has instructed that '[w]e presume that when enacting legislation, the General Assembly is aware of the existing law.' *Fegley v. Firestone Tire & Rubber*, 291 A.3d 940, 951 (Pa. Cmwlth. 2023) (quoting *In Re Est. of Easterday*, 209 A.3d 331, 341-42 (2019)). Furthermore, this Court must presume the General Assembly did not intend for its laws to be unenforceable or unconstitutional. *Id.* at 952. Thus, in determining whether a conflict between state and local law exists, this Court must look to interpret the laws of Pennsylvania such that the state law is not overridden by a preexisting federal law, wherever possible.

## **II. The Federal and State Controlled Substance Laws**

Congress enacted the CSA after finding that "[t]he illegal importation, manufacture, distribution, and

possession and improper use of controlled substances have a substantial and detrimental effect on the health and general welfare of the American people.” 21 U.S.C. § 801(2). This law makes it illegal “to manufacture, distribute, or dispense, or possess with intent to manufacture, distribute, or dispense, a controlled substance” except where authorized by the CSA. 21 U.S.C. § 841(a)(1). The CSA categorizes controlled substances into several classes and identifies “Schedule I” substances as having the following properties:

- (A) The drug or other substance has a high potential for abuse.
- (B) The drug or other substance has no currently accepted medical use in treatment in the United States.
- (C) There is a lack of accepted safety for use of the drug or other substance under medical supervision.

21 U.S.C. § 812(b)(1). The primary psychoactive ingredient found in the marijuana plant, chemicals known as tetrahydrocannabinols, are listed as Schedule I controlled substances. 21 U.S.C. § 812(c)(17). As a Schedule I controlled substance, marijuana is specifically excluded from the set of drugs which may be medically prescribed and distributed under the CSA. 21 U.S.C. § 829; *U.S. v. Oakland Cannabis Buyers’ Co-op*, 532 U.S. 483, 491 (2001).

Pennsylvania has its own law regulating controlled substances within the Commonwealth, known as “The Controlled Substance, Drug, Device and Cosmetic Act”, 35 P.S. § 780-101, *et seq.*, which is substantially modeled after the CSA. Under this act, it is similarly unlawful to possess or distribute controlled substances outside of specific exceptions. 35 P.S. § 780-113. Tetrahydrocannabinols are similarly classified as Schedule I controlled substances, which at the time the law was enacted had no prescriptive use. 35 P.S. § 780-104(1)(iii)(16). However, with the relatively recent enactment of the MMA, a narrow exception to the blanket prohibition on possessing Schedule I controlled substances under Pennsylvania was later created for the lawful use and possession of marijuana for medical purposes. 35 P.S. § 10231.303. The possession or use of marijuana outside the strictures of the MMA remains illegal under Pennsylvania law. 35 P.S. § 10231.304. Notably, the MMA heavily regulates the manufacture, testing, prescription, and distribution of medical marijuana. *See, e.g.*, 35 P.S. § 10231.704 (requiring growers and processors of marijuana products to contract with the independent laboratories to have their products regularly tested for compliance with the MMA).

### III. Enforceability of the Contract Between the Parties

#### a. The “Wrongful Conduct Rule”

In its motion and brief, Penn-Ohio appeals to what it terms as the “wrongful conduct rule,” or alternatively, the doctrine of *in pari delicto*. Farma correctly points out that there are two different legal concepts which conceivably align with the arguments that Penn-Ohio present in its motion: (1) the “no felony conviction recovery” rule, and (2) the *in pari delicto* doctrine. These are separate principles which are closely related. *Dinardo v. Kohler*, 304 A.3d 1187, 1200-1203 (Pa. 2023).

The first of these principles prevents a party recovering and potentially profiting from their own wrongdoing. *Id.* at 1200-1201. In essence, an individual who is found guilty of committing a felony crime is not permitted to recover losses relating to their commission of that crime. *Id.* at 1202. Notably, in the present case, Farma has not been convicted of any wrongdoing, so this rule does not bar recovery.

By contrast, the *in pari delicto* doctrine focuses less on the wrongdoing of an individual and more on the wrongfulness of the transaction itself. *Id.* at 1202-1203. This equitable doctrine precludes recovery for losses incurred as part of an illegal enterprise, where the one seeking recovery was an active participant in the unlawful activity and was responsible for an equal or greater portion of the underlying illegal conduct. *Albert v. Sheely’s Drug Store, Inc.*, 265 A.3d 442, 450 (Pa. 2021); *Official Committee of Unsecured Creditors of Allegheny Health Educ. and Research Foundation v. PriceWaterhouseCoopers, L.L.P.*, 989 A.2d 313, 329 (Pa. 2010). “The *in pari delicto* doctrine originated and is used more commonly, in contractual or transactional disputes, yet has migrated to other contexts, including tort law.” *Dinardo*, 304 A.3d at 1202. The doctrine serves the public policy of preventing courts from “mediating disputes among wrongdoers” which should, in turn, disincentivize criminal activity. *Official Committee of Unsecured Creditors*, 989 A.2d at 329. Notably, the doctrine of *in pari delicto* is subject to “appropriate and necessary limits” to remain in line with that public policy. *Id.* at 330-331.

#### b. Application of the In Pari Delicto Doctrine

Penn-Ohio argues the Court should rule the *in pari delicto* doctrine bars Farma’s recovery because the underlying operation, producing marijuana for medical use, is unlawful under the United States Controlled Substances Act (CSA). This act has no exceptions for medical use, and under Article VI of the United States

Constitution, the CSA cannot be overwritten by a state law purporting to permit the possession or use of marijuana. According to Penn-Ohio, the Pennsylvania Medical Marijuana Act (MMA) does not eliminate the illegality of Farma's business because the CSA is controlling. Penn-Ohio contends that condoning this unlawful trade in marijuana would lead people to "view the legal system as a mockery of justice," thereby damaging the policy interests that the doctrine exists to promote. *Albert v. Sheely's Drug Store, Inc.*, 265 A.3d 442, 448 (Pa. 2021)

In support of its argument, Penn-Ohio relies heavily on the Pennsylvania Supreme Court's reasoning in *Albert*. There, the plaintiff-decedent conspired with his friend to illegally obtain opioid patches prescribed to the friend's mother. *Id.* at 445-46. These two individuals consumed some of the opioids and smoked marijuana<sup>1</sup> together before going to sleep. *Id.* at 446. A negligence action was brought against the drug store for failing to exercise proper care in distributing the dangerous opioid medication. *Id.* However, the Supreme Court affirmed the trial court's decision to grant summary judgment under the *in pari delicto* doctrine. *Id.* at 451. As the plaintiff-decedent's cause of action was rooted in his own unlawful activity, the Court could not countenance any recovery, even if the result might be severe. *Id.* at 451-52.

Penn-Ohio argues the case at bar must have the same result as in *Albert*. Although Farma's operation may be lawful under the MMA, it remains illegal by the provisions of the CSA. Penn-Ohio suggests the Court must follow the precedent set by the United States Supreme Court, in *Gonzales v. Raich*, 545 U.S. 1, 29 (2005), in which the Court found that the plaintiffs' compliance with California's medical marijuana law had no bearing on the enforcement of the CSA by federal agents. Thus, Penn-Ohio asserts the Supremacy Clause demands the Court resolve the conflict between the MMA and the CSA, that is, the lawfulness of possessing and manufacturing marijuana, in favor of the CSA. Following that line of reasoning to its natural conclusion, Penn-Ohio contends that this Court must find Farma to have engaged in unlawful activity which forms the basis of its cause of action, and therefore, Farma's recovery must be denied, regardless of any alleged wrongdoing or negligence committed by Penn-Ohio.

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<sup>1</sup> There is no indication that the marijuana was obtained lawfully or that either of the individuals were consuming the marijuana in compliance with the MMA. The opioid medication was the subject of this particular suit, not the marijuana.

Penn-Ohio further provides a wealth of more recent cases from the federal courts within Pennsylvania which have reaffirmed the preemption of the CSA over the MMA. *See, e.g., United States v. Carey*, 72 F.4th 521, 526 n.2 (3d Cir. 2023), *cert. denied*, 144 S. Ct. 2617 (2024); *United States v. Bey*, 341 F. Supp. 3d 528, 529 (E.D. Pa. 2018); *United States v. Bradford*, No. CR 21-8, 2022 WL 1913400, at \*3 (W.D. Pa. June 3, 2022); *United States v. Griffin*, No. CR 21-385-6, 2021 WL 5917185, at \*2 (W.D. Pa. Dec. 14, 2021). However, each of these cases, as well as *Gonzales*, involve federal criminal investigations under the CSA or the conditions of federal probation or parole. Thus, these courts were directly applying federal law and determined the Supremacy Clause renders any appeal to contradictory state law irrelevant. This is distinguishable from the present case, in which federal law is only tangentially implicated through an appeal in equity as a defense to state common law negligence and breach of contract claims. The Supremacy Clause only applies where state laws conflict with federal laws. This Court does not find that these cases necessarily stand for the proposition that the MMA is preempted in all situations. Indeed, our Supreme Court has consistently discussed the MMA under the assumption that it is a generally valid law. *See, e.g., Green Analytics North, L.L.C. v. Pennsylvania Department of Health*, 343 A.3d 1086 (Pa. 2025); *Gass v. 52<sup>nd</sup> Judicial District, Lebanon County*, 232 A.3d 706, 714 (Pa. 2020).

Penn-Ohio also provides a number of federal district cases from other districts as persuasive authority for the Court to consider. These cases are more closely related as they involve disputes between private parties, rather than a dispute between individuals and federal agents. In *Tracy v. USAA Casualty Insurance Company*, 2012 WL 928186 at \*13 (D. Haw. March 16, 2012), the district court found it could not enforce an insurance contract under state law insofar as ordering the insurer to pay for lost marijuana plants which were legal under the state medical marijuana law but not permitted under the CSA. Similarly, the district court in *Hemphill v. Liberty Mutual Insurance Company*, 2013 WL 12123984 at \*2-3 (D. N.M. March 28, 2013), held that New Mexico law would not permit recovery for lost marijuana which was contraband under the CSA, even though it was lawfully possessed under the state's medical marijuana law.

However, this Court is “not bound by decisions of lower federal courts in other jurisdictions.” *Cease v. Housing Authority of Indiana County*, 247 A.3d 57, 63 (Pa. Cmwlth. 2021). Instead, this Court must acknowledge and follow the precedent set by the higher courts of the Commonwealth, and those courts have consistently upheld

the validity of the MMA and found that federal law does not operate as a block to its enforcement. *Gass*, 232 A.3d at 714 (holding that individuals on state probation and parole could not be penalized for using marijuana in compliance with the MMA); *Cease*, 247 A.3d at 63 (finding that the housing authority could not blanket deny medical marijuana users from access to federally funded housing); *Appel v. GWC Warranty Corp.*, 291 A.3d 927, 935-36 (Pa. Cmwlth. 2023) (holding that an employee could be reimbursed for medical marijuana through workers' compensation benefits); *see also, Fegley v. Firestone Tire & Rubber*, 291 A.3d at 954. These cases establish a clear understanding within the Commonwealth that the use of marijuana consistent with the MMA is not “wrongdoing.” Such use is treated as standard medical treatment by Pennsylvania law, despite the fact that possession and use of medical marijuana remain illegal under federal law.

Furthermore, there is not a consistent approach within the federal district courts whether contracts related to marijuana are unenforceable. Several courts have held that such contracts are enforceable where a party would not be required to violate the CSA. *Green Earth Wellness Center, L.L.C. v. Atain Specialty Insurance Company*, 163 F.Supp.3d 821, 834-35 (D. Colo. 2016) (declining to follow the reasoning of *Tracy* and finding that an insurance policy with medical marijuana plants as its subject would not be inherently void as against public policy); *Mann v. Gullickson*, 2016 WL 6473215 at \*7-8 (N.D. Ca. November 2, 2016) (finding that ordering the payment of damages would not necessarily require the defendant to violate the CSA). Courts have also recognized that recent decisions by Congress have effectively halted any federal enforcement of the CSA where the perpetrator is operating in compliance with state marijuana laws. *U.S. v. McIntosh*, 833 F.3d 1163, 1176-77 (9th Cir. 2016); *U.S. v. Jackson*, 388 F.Supp.3d 505, 513-14 (E.D. Pa. 2019). While these policy decisions are confined to enforcement by the United States Department of Justice and do not directly address the enforceability of contracts under state law, they do show a shift in public policy away from the wholesale rejection of lawful marijuana use.

Lastly, this Court finds instructive the Pennsylvania Supreme Court's tacit approval of contracts involving the production of marijuana in *Green Analytics North, L.L.C. v. Pennsylvania Department of Health*, 343 A.3d 1086 (Pa. 2025). In that case, the Supreme Court was called to assess regulations imposed by the Department of Health (DOH) pursuant to the MMA. The relevant section of the MMA states: “A grower/processor shall contract

with one or more independent laboratories to test the medical marijuana produced by the grower/processor.” 35 P.S. 10321.704(a). The Court found that DOH had the authority to issue a regulation requiring producers of marijuana to work with two separate laboratories for the testing of their product to ensure compliance with the MMA. This holding comes with the implied understanding that contracts between marijuana producers and laboratories would be valid. If such contracts were unenforceable under Pennsylvania law due to the CSA, the Supreme Court would have been required to find that both the challenged regulation and the statutory requirement itself were unconstitutional for conflicting with federal law. By not engaging in that discussion, the Supreme Court indicated that contractual relationships built on activities governed by the MMA do not violate the CSA in such a way as would render them unenforceable under state law.

Therefore, upon consideration of the above legal discussion, this Court finds that the Supremacy Clause does not require finding Farma cannot recover damages based on activity that amounts to a violation of the CSA.

#### **IV. Farma’s Ability to Recover Damages for Lost Contraband**

As a secondary theory, Penn-Ohio argues that the particular damages sought by Farma are unrecoverable even if the Court finds the contract is generally enforceable. Farma’s claims seek damages for the value of its lost marijuana product. Penn-Ohio asserts that Farma had no legitimate property interest in the marijuana plants which were damaged when the freezer was turned off. According to Penn-Ohio, marijuana is contraband under the CSA and no recovery can be had for damage to such property. Penn-Ohio contends that other hypothetical damages, such as to Farma’s structure, machinery or other legal property, could be the subject of recovery. Since Farma has not claimed any such damages and only seeks recovery for the lost marijuana, Penn-Ohio argues this Court must grant its Motion for Summary Judgment.

In support of this argument, Penn-Ohio largely relies on the same legal authority as for its position that the contract is unenforceable. Penn-Ohio further relies on *J. Lilly, L.L.C. v. Clearspan Fabric Structures International, Inc.*, 2020 WL 1855190 at \*2 (D. Or. April 13, 2020), in which the plaintiff sought damages for an allegedly faulty greenhouse built by defendant. Among the damages sought were lost profits for marijuana that could not be grown within the greenhouse. *Id.* The district court analyzed prior cases addressing the recovery of damages for marijuana, including *Tracy* and *Hemphill*, and decided the plaintiff was barred from recovering for

lost profits. *Id.* at \*12. In particular, the court reasoned that ordering the defendants to pay damages for the lost profits would have the effect of compelling the defendants to violate the CSA. *Id.* Penn-Ohio argues that viewing the various federal cases as a whole shows a consistent interpretation of the Supremacy Clause, in which courts must not enforce contracts related to marijuana in such a way that would require the parties to violate the CSA. While courts may find that it would be inequitable to invalidate an entire contract, they must still take care not to effectively compel parties to engage in the production or distribution of marijuana.

As previously stated, this Court is not bound by the decisions of federal district courts and further this Court does not find their reasoning persuasive. In particular, this Court finds the decisions of the Commonwealth Court in *Appel* and *Fegley* controlling in this regard. In both of those cases, the Commonwealth Court found that employees could be reimbursed for their purchases of medical marijuana by workers' compensation benefits. *Appel*, 291 A.3d at 935-36; *Fegley*, 291 A.3d at 954. These decisions were based in part on the remedial nature of the Workers' Compensation Act and were influenced by the intended purpose of that statute. Nonetheless, these decisions require this Court to find that ordering reimbursement or repayment of money for losses directly related to marijuana does not amount to compelling the payer to violate the CSA. In that regard, this Court finds no difference between workers' compensation insurance and a party to any other type of contract.

Furthermore, under the MMA, Pennsylvania law does not consider medical marijuana to be contraband such that Farma had no recoverable property interest in its lost product. The MMA directly states that the possession or use of medical marijuana is not illegal. 35 P.S. § 10231.303(a). This provision is very broad and completely excludes the possession of medical marijuana from being a violation of Pennsylvania's controlled substance law so long as the possession is consistent with the requirements of the MMA. The General Assembly has provided guidance as to what controlled substances constitute contraband within the Commonwealth:

The following shall be subject to forfeiture to the Commonwealth and no property right shall exist in them:

- (1) All drug paraphernalia, controlled substances or other drugs which have been manufactured, distributed, dispensed or acquired in violation of the act of April 14, 1972 (P.L. 233, No. 64), known as The Controlled Substance, Drug, Device and Cosmetic Act.

42 Pa. C.S. § 5802. As possessed or manufacture of medical marijuana in accordance with the MMA does not violate The Controlled Substance, Drug, Device and Cosmetic Act by the express terms of the MMA, such

property is not subject to forfeiture to the Commonwealth and is not included in the category of property to which “no property right exists.” To the extent that the MMA is not entirely preempted by the CSA and contracts made in furtherance thereof are valid and enforceable, as discussed above, this Court finds the same must be true of the MMA’s exclusion of medical marijuana from the category contraband subject to forfeiture by the Commonwealth. Thus, under Pennsylvania law, medical marijuana produced and possessed in accordance with the MMA remains lawful property in which the owner has cognizable property rights.

Therefore, this Court finds that Farma’s alleged damages stem from losses of lawfully possessed property to which it may be entitled to recovery. Accordingly, Penn-Ohio’s request for summary judgment cannot be sustained on the theory that Farma has failed to demonstrate legally sufficient damages.

#### **V. State Public Policy Concerns**

Having found that Penn-Ohio’s appeals to the Supremacy Clause are not determinative in this case, this Court must determine whether any argument remains which would support a finding that Farma should be barred from recovering damages related to its potentially wrongful conduct. The Pennsylvania Supreme Court has recognized that “the circumstances are certainly uneasy – since possession and use of medical marijuana remains a federal crime.” *Gass*, 232 A.3d at 714. Thus, even upon determining that Pennsylvania courts are not required to reject activity undertaken pursuant to the MMA, this Court is unwilling to find that no circumstances could exist which may theoretically justify the application of the equitable doctrine of *in pari delicto* in the context of medical marijuana operations.

Here, Penn-Ohio argues this Court should find that ratifying the production of medical marijuana is tantamount to endorsing criminal behavior. Should the Court allow Farma’s claims to move forward, they claim, the public will lose faith in the legal system. On the other hand, Farma contends the balance of equities favor them. Penn-Ohio agreed to perform work for Farma knowing that Farma was engaged in producing marijuana, and from that work, Penn-Ohio has earned significant compensation. The greater inequity would result from this Court allowing Penn-Ohio to walk away having gained a significant windfall.

In this case, the Court finds it would not serve the purposes of the *in pari delicto* doctrine for this Court to bar Farma’s recovery. All parties knew in advance that Farma was in the business of cultivating medical

marijuana pursuant to the MMA. It can be assumed that the parties believed in the lawfulness of their activity at the time they contracted or they would not have agreed to do it. Furthermore, the General Assembly passed the MMA into law, and the courts of the Commonwealth have consistently upheld it and sought to preserve its effectiveness. *See, e.g., Gass*, 232 A.3d at 714. For this Court to rule in favor of Penn-Ohio would be to deal irrevocable harm to the MMA, and by extension, the public policy of the Commonwealth. Manufacturers, distributors, and other parties will refuse to enter the medical marijuana industry if the law will not protect their interests. Thus, the true mockery of justice would occur if this Court were to grant Penn-Ohio's request for summary judgment.

**HENCE THIS ORDER:**

IN THE COURT OF COMMON PLEAS OF MERCER COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HUDSON CONSTRUCTION, INC.,  
Plaintiff

vs.

FARMACEUTICALRX, L.L.C.,  
Defendant

vs.

PENN-OHIO ELECTRIC COMPANY,  
Additional Defendant

No. 2020-2605

**ORDER**

AND NOW, this 9<sup>th</sup> day of April, 2026, upon consideration of Additional Defendant Penn-Ohio's Motion for Summary Judgment, IT IS HEREBY ORDERED that said motion is DENIED.

BY THE COURT:

\_\_\_\_\_, J.  
Tedd C. Nesbit, Judge

## 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 their attorneys named below

### FIRST PUBLICATION

#### **GOTCH, GERALD WAYNE, A/K/A GOTCH, GERALD W., A/K/A GOTCH, JERRY**

**2026-205**  
Late of Hermitage, Mercer Co., PA  
Administrator: Kenneth Wayne Gotch, 2115 Mary St., Hermitage, PA 16148  
Attorney: James M. Goodwin, Esq.  
MCLJ - April 14, 21, 28, 2026

#### **HOWSARE, RICHARD K.**

**2026-189**  
Late of Sugar Grove Twp., Mercer Co., PA  
Executrix: Kimberly S. McMillen, 2401 Pebble Creek Court, Hermitage, PA 16148  
Attorney: Michael Barr, Esq.  
MCLJ - April 14, 21, 28, 2026

#### **REISS, MARY ANN, A/K/A KANE, MARY ANN**

**2026-109**  
Late of Grove City Boro., Mercer Co., PA  
Executor: Edward J. Reiss, 702 Euclid Avenue, Grove City, PA 16127  
Attorney: Todd Thomas Zwikl, Esq., 301 Grant St, Ste 270, Pittsburgh, PA 15219  
MCLJ - April 14, 21, 28, 2026

#### **REITER, DOROTHY MAE, A/K/A REITER, DOROTHY**

**2026-214**  
Late of Sharon, Mercer Co., PA  
Executor: John Harold Reiter, 3254 Roseview Dr., Hubbard, OH 44425  
Attorney: Tara Stevens Rodrigues, Esq.  
MCLJ - April 14, 21, 28, 2026

#### **SKRUCK, MARY J., A/K/A SKRUCK, MARY JO**

**2026-207**  
Late of Greenville, Mercer Co., PA  
Executrix: Kathleen Patterson, A/K/A Kathy Patterson, 230 Normal Avenue, Slippery Rock, PA 16057  
Attorney: Jason R. Dibble, Esq.  
MCLJ - April 14, 21, 28, 2026

#### **SMITH, VERNA LOUISE, A/K/A SMITH, VERNA L.**

**2024-662**  
Late of Farrell, Mercer Co., PA  
Administratrix: Katrina A. Huntley, 1243 Palmerton Drive, Newport News, VA 23602  
Attorney: Barbara Seman Ochs, Esq.  
MCLJ - April 14, 21, 28, 2026

#### **WEISER, BETTY JEAN, A/K/A WEISER, BETTY J.**

**2026-212**  
Late of Shenango Twp., Mercer Co., PA  
Executrix: Peggy A. Dunder, 979 Lorenwood Drive, Hermitage, PA 16148  
Attorney: William J. Moder, III, Esq.  
MCLJ - April 14, 21, 28, 2026

### SECOND PUBLICATION

#### **CALAWA, THOMAS P., A/K/A CALAWA, THOMAS**

**2026-191**  
Late of Greenville Boro, Mercer Co., PA  
Administratrix: Linda J. Calawa, 648 Mitchell Hill Road, Greenville, PA 16125  
Attorney: Douglas M. Watson, Esq.  
MCLJ - April 7, 14, 21, 2026

#### **COLLINS, PATRICK D. SR**

**2025-469**  
Late of Pymatuning Twp., Mercer Co., PA  
Administrator: Kevin M. Collins, 2175 S. Tonne Drive #128, Arlington Heights, IL 60005  
Attorney: Kristen L. Behrens, Esq., 1650 Market Street, Ste 1200, Philadelphia, PA 19103  
MCLJ - April 7, 14, 21, 2026

#### **DALLACROCE, RICHARD W.**

**2026-192**  
Late of Sharon, Mercer Co., PA  
Executrix: Karen Lynn Akins, 401 Independence Ct., Sharon, PA 16146  
Attorney: William G. McConnell, Jr., Esq.  
MCLJ - April 7, 14, 21, 2026

#### **D'AVICO, JOHN T., III, A/K/A D'AVICO, JOHN THOMAS, A/K/A D'AVICO, JOHN, A/K/A AVICO, JOHN**

**2026-190**  
Late of Hermitage, Mercer Co., PA  
Administratrix: Melissa J. D'Avico, 2515 Romar Drive, Hermitage, PA 16148  
Attorney: Douglas M. Watson, Esq.  
MCLJ - April 7, 14, 21, 2026

#### **ELFORD, ETHEL LUCILLE, A/K/A ELFORD, ETHEL L.**

**2026-204**  
Late of Clark Boro, Mercer Co., PA  
Executor: Martin K. Elford, 2775 Michael Lane, Hermitage, PA 16148  
Attorney: David A. Ristvey, Esq.  
MCLJ - April 7, 14, 21, 2026

#### **FLOWERS, DEAN ROBERT JR., A/K/A FLOWERS, DEAN R. JR., A/K/A FLOWERS, DEAN, A/K/A FLOWERS, DEAN R., A/K/A FLOWERS, DEAN JR.**

**2026-194**  
Late of Hermitage, Mercer Co., PA  
Executrix/Executor: Keith Edward Flowers, 526 East Pine Street, Grove City, PA 16127 & Karen Lynn Fowers, 4400 Harner Road, Mantua, OH 44255  
Attorney: Carolyn E. Hartle, Esq.  
MCLJ - April 7, 14, 21, 2026

#### **GARRETT, ALBERTA F**

**2022-297**  
Late of Sharpsville, Mercer Co., PA  
Executor: Richard Alan Garrett, 2619 N. Neshannock Rd., Sharpsville, PA 16150  
Attorney: James E. Douglas, Esq.  
MCLJ - April 7, 14, 21, 2026

#### **HEMMINGER, CLARENCE ELLSWORTH, A/K/A HEMMINGER, CLARENCE E.**

**2026-193**  
Late of West Middlesex Boro, Mercer Co., PA  
Executor: Craug Hemminger, 550 Creekside Dr., Hubbard, OH 44425  
Attorney: Charles S. Hersh Esq.  
MCLJ - April 7, 14, 21, 2026

#### **HOWSARE, RICHARD K.**

**2026-189**  
Late of Sugar Grove Twp., Mercer Co., PA  
Executrix: Kimberly S. McMillen, 2401 Pierce Bluffs Dr., Hermitage, PA 16148  
Attorney: Michael Barr, Esq.  
MCLJ - April 7, 14, 21, 2026

#### **KRUTSCH, LORETTA**

**2026-35**  
Late of Sharon, Mercer Co., PA  
Administrator, C.T.A.: Michael J. Basile, 774 Tanglewood Rd., Hermitage, Pa 16148  
Attorney: No Atty.  
MCLJ - April 7, 14, 21, 2026

#### **RIZZA, PAUL F., A/K/A RIZZA, PAUL FREDERICK**

**2026-188**  
Late of Liberty Twp., Mercer Co., PA  
Executrix: Laura G. Rizza, 1299 Deer Springs Road, Unit 26, San Marcos, CA 92069

Attorney: Timothy L. McNickle, Esq.  
MCLJ - April 7, 14, 21, 2026

#### **SIMENDINGER, FRANCIS E., A/K/A SIMENDINGER, FRANCIS Edward**

**2026-94**  
Late of Greenville Boro, Mercer Co., PA  
Administrator: William A. Simendinger, 10460 Independence Drive, North Royalton, OH 44133  
Attorney: David Gloss, Esq.  
MCLJ - April 7, 14, 21, 2026

#### **SIMENDINGER, JUNE R., A/K/A SIMENDINGER, JUNE ROSE**

**2026-176**  
Late of Greenville Boro, Mercer Co., PA  
Administrator: William A. Simendinger, 10460 Independence Drive, North Royalton, OH 44133  
Attorney: David Gloss, Esq.  
MCLJ - April 7, 14, 21, 2026

#### **SNYDER, HARRY DANIEL**

**2026-200**  
Late of Greenville Boro, Mercer Co., PA  
Administratrix: Rebecca L. Snyder, 71 Hughey Road, Greenville, PA 16125  
Attorney: James E. Douglas, Esq.  
MCLJ - April 7, 14, 21, 2026

#### **STEVENSON, WILMER H.**

**2026-40**  
Late of Grove City Boro, Mercer Co., PA  
Executor: Michael L. Stevenson, 3536 Marsh Cove Dr., Jacksonville, FL 32224  
Attorney: Jack W. Cline, Esq.  
MCLJ - April 7, 14, 21, 2026

### THIRD PUBLICATION

#### **BARLOW, JOHN R., A/K/A BARLOW, JOHN ROY**

**2026-178**  
Late of Liberty Twp., Mercer Co., PA  
Executrix: Tonya Astala, 1320 West Main Street, Grove City, PA 16127  
Attorney: Jack W. Cline, Esq.  
MCLJ - March 31, April 7, 14, 2026

#### **CORPUZ, GLADYS CARMEN A/K/A CORPUZ, GLADYS C.**

**2026-151**  
Late of Greene Twp., Mercer Co., PA  
Executor: Renato Angel Corpuz Casambre, 2428 N. Marshfield Ave., Chicago, IL 60614  
Attorney: Brandon A. Fulciniti, Esq., 20 Stanwix St., Ste. 1100, Pittsburgh, PA 15222  
MCLJ - March 31, April 7, 14, 2026

#### **FARMAKIS, ROSEMARY ANNE A/K/A FARMAKIS, ROSEMARY G.**

**2026-170**  
Late of Hermitage, Mercer Co., PA  
Executrix: Linda S. Hahn, 2366 Radford St., NW Canton, OH 44720  
Attorney: K. Jennifer Muir, Esq.  
MCLJ - March 31, April 7, 14, 2026

#### **GARTHWAITE, EMMA LOIS, A/K/A GARTHWAITE, E. LOIS, A/K/AGARTHWAITE, EMMA L.**

**2026-104**  
Late of Hermitage, Mercer Co, PA  
Executor: Clayton, E. Garthwaite, 302 Sailors Way, Elizabeth, NC 27909  
Attorney: No Attorney  
MCLJ - March 31, April 7, 14, 2026

#### **KEELEY, GRACE E.**

**2026-171**  
Late of West Salem Twp., Mercer Co., PA  
Administrator: Gail L. Keeley, A/K/A Pete L. Keeley, 70 High Road, Greenville, PA 16125  
Attorney: Jason R. Dibble, Esq.  
MCLJ - March 31, April 7, 14, 2026

**LAMPKINS, ELIZABETH S., A/K/A LAMPKINS, ELIZABETH SUE, A/K/A LAMPKINS, ELIZABETH F. 2026-159**

Late of West Middlesex Boro, Mercer Co., PA  
Executrix: Kim Renee Atkinson, 875 Wheatland Rd.,  
Mercer, PA 16137  
Attorney: Louis Pomerico, 2910 Wilmington Rd., New  
Castle, Pa 16105  
MCLJ - March 31, April 7, 14, 2026

**MARTIN, PATRICIA JEAN, A/K/A SWANK, PATRICIA JEAN 2026-125**

Late of Mercer Boro, Mercer Co., PA  
Executrix: Amy Ignatz, A/K/A Amy Elizabeth Ignatz, 664  
Scenic Ridge Drive, Venetia, PA 15367  
Attorney: No Attorney  
MCLJ - March 31, April 7, 14, 2026

**MCCONNELL, SHIRLEY L., A/K/A MCCONNELL, SHIRLEY LEE, A/K/A MCCONNELL, SHIRLEY 2026-177**

Late of Hempfield Twp., Mercer Co., PA  
Executor: Rodney James Underwood, 132 Mehard  
Avenue, Greenville, PA 16125  
Attorney: Douglas M. Watson, Esq.  
MCLJ - March 31, April 7, 14, 2026

**MCCREE, CAROL A., A/K/A MCCREE, CAROL C. 2026-111**

Late of Hermitage, Mercer Co., PA  
Executrix: Christy Friesner, a/k/a Christy Freisner, 1517  
Daleland Ave., Pittsburgh, PA 15220  
Attorney: Kevin B. Lorello, 212 Enclave Dr., New Castle,  
PA 16105  
MCLJ - March 31, April 7, 14, 2026

**POMPONIO, COSMO 2026-180**

Late of Greenville Boro, Mercer Co., PA  
Executrix: Mary M. Reames, 266 East Ave., Greenville,  
PA 16125  
Attorney: Jason R. Dibble, Esq.  
MCLJ - March 31, April 7, 14, 2026

**SHEMANCIK, PATRICIA, A/K/A SHEMANCIK, PATRICIA L. 2026-175**

Late of Hermitage, Mercer Co., PA  
Executrix: Debra L. Fitzsimons, 12149 Villa Drive,  
Conneaut Lake, PA 16316  
Attorney: Wade M. Fisher, Esq  
MCLJ - March 31, April 7, 14, 2026

**SMITH, JOSEPH ANTHONY 2026-179**

Late of Stoneboro Boro, Mercer Co., PA  
Administratrix: Glayna Reynolds, 83 Franklin Street,  
Stoneboro, PA 16153  
Attorney: Edward Leymarie Jr., Esq., 423 Sixth Street,  
Ellwood City, PA 16117  
MCLJ - March 31, April 7, 14, 2026

**VOLANSKY, EDWARD 2026-174**

Late of Sharpsville Boro, Mercer Co., PA  
Executrix: Laura Shawley, 259 Sheridan Street,  
Hermitage, PA 16148  
Attorney: Carolyn E. Hartle, Esq.  
MCLJ - March 31, April 7, 14, 2026

**Legal Notice By  
MARYJO BASILONE DEPRETA  
Register of Wills of Mercer County, PA**

Notice is hereby given that the following Accounts of  
Executors, Administrators, Guardians and Trustees,  
have been filed in the Office of the Register of Wills and  
Clerk of Orphans' Court of Mercer County, Pennsylvania.  
If no exceptions/objections are filed thereto within  
twenty (20) days from May 4, 2026, the Accounts will be  
affirmed by the Clerk of Orphans' Court. Thereafter

distribution may be decreed by this Court without  
reference to an auditor in accordance with any proposed  
schedule of distribution.

**FIRST AND FINAL ACCOUNT OF ESTATES**

2025-214 -Ellis, Peter Allen, Deceased., Todd A. Ellis,  
David J. Ellis, Administrator(s)

2025-410 Davies, Erma J A/K/A Davies, Erma,  
Deceased., William C. Dunsmore, Executor

2016-656 Cataldi, Antonetta, Deceased., Caszatt,  
Vincezina, Executor

2025-95 Verholec, Carl L, Deceased., Charles S. Hersh,  
Executor

2020-461 Donatelli, Raymond Frank, Deceased.,  
Raymond Anthony Donatelli, Executor

**FIRST AND PARTIAL ACCOUNT OF ESTATES**

2025-95 Verholec, Carl L. Deceased., Charles S. Hersh,  
Trustee  
MCLJ - April 7, 14, 21, 2026

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY  
COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

Plaintiff(s): No. GD-26-1514  
MICHAEL A. WOLF, JR.

v.

Defendant(s):  
EDWARD WHITMAN

**NOTICE TO DEFEND**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT  
ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT  
AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET  
FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH  
INFORMATION ABOUT HIRING A LAWYER.

IF YOU CAN AFFORD 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 OR NO FEE.

LAWYER REFERRAL SERVICE  
The Allegheny County Bar Association  
400 KOPPERS Building - 436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219  
Telephone: (412) 261-5555  
Email: LRS2acba.org  
www.acbalrs.org

MCLJ - April 14, 21, 28, 2026

**BANKRUPTCY NOTICE**

IN THE UNITED STATES BANKRUPTCY COURT FOR  
THE WESTERN DISTRICT OF PENNSYLVANIA  
IN RE: WANDA P. STALLSMITH, Debtor

WANDA P. STALLSMITH, Movant  
vs.

LNNV Funding LLC,  
MidFirst Bank,  
Quantum3 Group LLC as agent for  
Comenity Capital Bank,  
Portfolio Recovery Associates, LLC,  
Penn Power, and  
Ronda J. Winnecour, Esquire,  
Chapter 13 Trustee,  
Respondents

Case No. 23-10182-JCM  
CHAPTER 13

**NOTICE OF HEARING ON MOTION TO  
SELL AT PUBLIC SALE.  
FREE AND DIVESTED OF LIENS**

To the creditors and parties in interest of the above-  
named Debtor: NOTICE IS HEREBY GIVEN THAT Wanda  
P. Stallsmith, Debtor, has filed a motion for Public  
Auction Sale of the following property:

Personal property and real estate located at **1861 Sandy  
Lake-Grove City Road, Jackson Center, PA 16133,  
Parcel # 34605786, Mercer County, PA** described, as  
found in **Deed Book 0097, Deed Page 0387** with a legal  
description of:

ALL that certain piece or parcel of land situate in Woth  
Township, Mercer County, Pennsylvania, being marked  
and designated as LOT NO. 2 of the Subdivision of the  
William J. Farrell Property, as recorded in the Recorder's  
Office of Mercer County, Pennsylvania, on May 20, 1976,  
in Plan Book 24, Page 84, same being more fully  
bounded and described as follows, to-wit:

COMENCING at an iron pin set at the west side of the  
dedicated right-of-way line of Legislative Route 312 (T.R.  
173), said point of beginning being the southeast corner  
of Lot No. 2 hereby conveyed, and the northeast corner  
of Lot No. 1, said Plan; thence along the north line of Lot  
No. 1, said Plan, North 85 degrees 49 minutes West, a  
distance of 506.96 feet to an iron pin; thence along the  
south line of land now or formerly of Paul E. Estes, South  
85 degrees 45 minutes East, a distance of 502.05 feet to  
an iron pin set at the west side of the dedicated right-of-  
way line of said Legislative Route 312 (T.R. 173); thence  
along the west side of the dedicated right-of-way line of  
said Legislative Route 312 (T.R. 173); South 00 degrees  
36 minutes West, a chord distance of 179.65 feet to an  
iron pin, the point or place of beginning; and containing  
2.08 acres of land, per survey of Dana W. Dodd, R.S.,  
dated April 27, 1976.

Property will be sold to the highest bidder, in piecemeal  
or in bulk, on **Saturday, April 25, 2026 commencing at  
9:00 A.M.** at the current location of the subject property  
at **1861 Sandy Lake Grove City Road, Jackson Center,  
PA 16133.**

On or before April 8, 2026, any Preliminary Objection to  
the auction sale shall be filed with the U.S. Bankruptcy  
Court, U.S. Courthouse, Room B160, 17 South Park Row,  
Erie, PA 16501, with a copy served on all interested  
parties.

A hearing on permission to conduct the auction sale is  
scheduled for **April 21, 2026 at 2:30 P.M.** before Judge  
John C. Melaragno in: the Bankruptcy Courtroom, U.S.  
Courthouse, 17 South Park Row, Erie, PA 16501 at which  
time Objections to said sale will be heard.

Daniel P. Foster, Attorney for Debtor  
1210 Park Avenue  
Meadville, PA 16335  
(814) 724-1165  
[dan@mrdebtbuster.com](mailto:dan@mrdebtbuster.com)  
MCLJ - April 14, 2026

**CHANGE OF NAME NOTICE**

In the Court of Common Pleas, Mercer County, Pennsylvania, civil decision:

In the matter of the petition of **Jordan Diamond Schaa** for change of name to **Jordan Diamond Cable**

Notice is hereby given that on January 23, 2026, the petition of name change was filed in the above court, praying for a decree to change Jordan Diamond Schaa's name to Jordan Diamond Cable.

The court has fixed the 27th day of April, 2026, at 10:45am in the courtroom 3 of the Mercer County Courthouse, Mercer, Pennsylvania 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.

Petitioner's current name and address

Jordan Diamond Schaa  
325 Home Street,  
Mercer, Pa 16237  
MCLJ - April 14, 21, 2026

**FICTITIOUS NAME NOTICE**

Notice is hereby given pursuant to the provisions of the Fictitious Names Act of Pennsylvania that an application for registration of a fictitious name was filed with the Department of State of the Commonwealth of Pennsylvania, for the conduct of a business under the fictitious name of **Rice's Auto Repair & More** with its principal office or place of business at 197 Mill Road, Clarks Mills, Pennsylvania 16114. The names and addresses, including street and number, if any, of all persons who are parties to the registration are: **Rice's Auto Sales & More LLC**, a Pennsylvania limited liability company having an address of 197 Mill Road, Clarks Mills, Pennsylvania 16114.

Jason R. Dibble, Esquire  
WALLACE & DIBBLE, LLC  
47 Clinton Street  
Greenville, PA 16125  
MCLJ - April 14, 2026

**SHERIFF'S SALE**

**MONDAY  
MAY 11, 2026  
10:00 AM**

**MERCER COUNTY COURTHOUSE  
ASSEMBLY ROOM  
125 S DIAMOND ST, MERCER PA 16137**

**MERCER COUNTY**

By virtue of various Writs of Execution issued out of the Court of Common Pleas of Mercer County, Pennsylvania, there will be exposed to SALE by public auction in the Office of the Sheriff of Mercer County, 205 S. Erie St., Mercer, Pa at the stated time and date, the following described real estate, subject to the TERMS OF SALE, as follows:

**WRIT OF EXECUTION  
NO. 2025-1612**

RAS CITRON LLC PLAINTIFF'S ATTORNEY  
FEBRUARY 20, 2026 LEVIED ON THE FOLLOWING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF THE DEFENDANT (S)  
DUSTIN HAHNE IN AND TO:

ALL THAT CERTAIN piece or parcel of land situate in the City of Farrell, Mercer County, Commonwealth of Pennsylvania, known as Lot No. 58 and the North one-half of Lot No. 57 in the Revised Map of Freeble Heights, as recorded in Plan Book 5, Page 103, Mercer County Records, being more particularly bounded and described as follows, to-wit:

ON THE NORTH by Lot No. 59 in said Plan a distance of 150 feet; on the East by East Judy Lynn Drive, a distance of 128.55 feet; on the South by the South half of Lot No. 57 in said Plan, a distance of 150 feet; and on the West by Lot No. 71 and a portion of Lot No. 72 in said Plan, a distance of 128.55 feet.

TAX MAP NO. 52 433 077

SUBJECT to all prior grants and reservations of coal, oil, gas and mining rights, as may appear in prior instruments of record.

BEING KNOWN AS: 324 E JUDY LYNN DRIVE, FARRELL, PA 16121

PROPERTY ID: 52 433 077

TITLE TO SAID PREMISES IS VESTED IN DUSTIN HAHNE, AN UNMARRIED MAN BY DEED FROM DANIEL R. HEIGES AND FRANCINE M. ALBERTS, MARRIED, DATED SEPTEMBER 16, 2024 RECORDED SEPTEMBER 25, 2024 AT INSTRUMENT NO.2024-7497

LOCATION - 324 E JU, DY LYNN DRIVE, FARRELL PA 16121

JUDGMENT - \$153,285.33

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF THE DEFENDANT (S) DUSTIN HAHNE AT THE SUIT OF THE PLAINTIFF NATIONSTAR MORTGAGE LLC

**WRIT OF EXECUTION  
NO. 2025-3430**

BROCK & SCOTT, PLLC PLAINTIFF'S ATTORNEY  
JANUARY 9, 2026 LEVIED ON THE FOLLOWING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF THE DEFENDANT (S)  
DEREK J. JEZIOROWSKI AKA DANIEL JEZIOROWSKI IN AND TO:

ALL THAT CERTAIN piece or parcel of land situate in Hempfield Township, Mercer County, Pennsylvania, being more particularly bounded and described as follows:

ON the North by lands now or formerly of A. A. Mumford; on the East by land now or formerly of Chester First; on the South by Fredonia Road; and on the West by land now or formerly of Hazel Limber; and being Lot No. 5 in Robinson Acres, Addition No. 2, as plan of same is recorded in the Office of the Recorder of deeds of Mercer County, Pennsylvania in Plan Book 3, Page 153, said premises fronting 143.00 feet on the Fredonia Road, being 400.00 feet on the East side, having an irregular West line about 300.00 feet deep and being 244.00 feet on the rear or North boundary.

BEING the same premises which Pamela J. Artman and Scott R. Artman, wife and husband, and Cynthia Halse Stutsman, Single, by Deed dated 04/10/2018 and recorded 04/26/2018, in the Office of the Recorder of Deeds in and for the County of Mercer, under Deed Instrument No. 2018-00003518, granted and conveyed unto Derek J. Jeziorowski, single.

Tax Parcel: 09 057 157 AKA 09-057-157

Premises Being: 152 Fredonia Rd, Greenville, PA 16125

LOCATION - 152 FREDONIA ROAD, GREENVILLE PA 16125

JUDGMENT - \$207,022.88

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF THE DEFENDANT (S) DEREK J. JEZIOROWSKI AKA DANIEL JEZIOROWSKI AT THE SUIT OF THE PLAINTIFF FREEDOM MORTGAGE CORPORATION

**WRIT OF EXECUTION  
NO. 2025-3682**

KML LAW GROUP PC PLAINTIFF'S ATTORNEY  
FEBRUARY 25, 2026 LEVIED ON THE FOLLOWING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF THE DEFENDANT (S)  
SHANE M. PLATTERBORZE AND MAJA REPAJA IN AND TO:

ALL that certain piece or parcel of land situate in the City of Sharon, County of Mercer and Commonwealth of Pennsylvania, known as and being Lot No. 41 in Fred Myers Plan of Lots said plan being of record in Plan Book 1, Page 65, records of Mercer County, said Lot No. 41 being bounded and described as follows:

On the North by Lot No. 42 in said plan; On the East by a 15 Foot Alley; On the South by Lot 40 in said plan; and on the West by Myers Avenue; having a frontage on Myers Avenue 49½ feet and a depth of 127 feet; the width of said Lot on the East boundary being 50 Feet.

SUBJECT to all matters set forth on the Plat of Record in Plan Book 1, Page 65.

BEING KNOWN AS: 59S MYERS AVENUE AKA 59 S MYERS AVENUE, SHARON, PA 16146

PROPERTY ID NUMBER: 4 AC 27/CONTROL ID: 71-13840

BEING THE SAME PREMISES WHICH CARISSA A. SIMMONS, NOW KNOWN AS CARISSA SIMMONS HUDAK BY DEED DATED 6/24/2016 AND RECORDED 6/30/2016 IN THE OFFICE OF THE RECORDER OF DEEDS IN DEED BOOK INSTRUMENT NO.: 2016-00005796, GRANTED AND CONVEYED UNTO SHANE M. PLATTERBORZE AND MAJA REPAJA.

LOCATION - 59S MYERS AVENUE A/K/A 59 S MYERS AVENUE, SHARON PA 16146

JUDGMENT - \$ 36,452.76

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF THE DEFENDANT (S) SHANE M. PLATTERBORZE AND MAJA REPAJA AT THE SUIT OF THE PLAINTIFF PNC BANK, NATIONAL ASSOCIATION

**WRIT OF EXECUTION  
NO. 2025-933**

MCCALLA RAYMER LEIBERT PIERCE PLAINTIFF'S ATTORNEY  
FEBRUARY 11, 2026 LEVIED ON THE FOLLOWING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF THE DEFENDANT (S)  
DANIEL RAY, PAMELA RAY AND SECRETARY OF HOUSING AND URBAN DEVELOPMENT IN AND TO:

All those certain pieces or parcels of land situate in the City of Sharon, County of Mercer and Commonwealth of Pennsylvania, being known as Lot Nos. Four (4) and Five (5) in the Hazen-Hall Plan of lots as recorded in Plan Book 1, Page 55.

Property Address: 112 Hazen Place, Sharon, PA 16146

Parcel ID: 3-D-17 & 3-D-18

Title is vested in Daniel Ray and Pamela Ray, husband and wife by deed from Roxanne L. Whalen, also known as Roxanne Whalen, dated 07/16/1999 and recorded on 08/13/1999 in the Mercer County Clerk's/Register's Office

as Book 303, Page 2441.

LOCATION - 112 HAZEN PLACE, SHARON PA 16146

JUDGMENT - \$ 31,344.96

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF THE DEFENDANT (S) DANIEL RAY, PAMELA RAY AND SECRETARY OF HOUSING AND URBAN DEVELOPMENT AT THE SUIT OF THE PLAINTIFF CARRINGTON MORTGAGE SERVICES, LLC

**WRIT OF EXECUTION  
NO. 2025-2508**

SHAFER LAW FIRM PLAINTIFF'S ATTORNEY  
FEBRUARY 19, 2026 LEVIED ON THE FOLLOWING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF THE DEFENDANT (S)  
KENNETH J. SCHLEIFER IN AND TO:

All that tract of land situate in Mill Creek Township, Mercer County, Pennsylvania, bounded and described as follows:

On the North by the center line of Township Road No. T-807 also known as Mill Creek Road, for a distance of 240 feet; On the East by the center line of Township Road No. T-904, also known as Ketchum Road; On the South by land now or formerly of Merle Weaver, for a distance of 240 feet; On the West by land of Lewis formerly Armstrong. The property known as 151 Ketchum Road, Utica, PA 16362.

Being the same property conveyed to Kenneth J. Schleifer by deed dated May 1, 2017 and filed in the Crawford County Recorder's Office at Instrument No. 2017-00005007.

LOCATION - 151 KETCHUM ROAD, UTICA PA 16362

JUDGMENT - \$ 76,176.92

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF THE DEFENDANT (S) KENNETH J. SCHLEIFER AT THE SUIT OF THE PLAINTIFF MERCER COUNTY STATE BANK

**WRIT OF EXECUTION  
NO. 2025-3693**

HLADIK ONORATO & FEDERMAN LLP PLAINTIFFS ATTORNEY  
FEBRUARY 25, 2026 LEVIED ON THE FOLLOWING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF THE DEFENDANT (S)  
LARUE STEEN IN AND TO:

ALL THAT CERTAIN piece or parcel of land situate in the City of Hermitage, formerly known as the Township of Hickory, County of Mercer, and state of Pennsylvania, being known as Lot No. 105 in the Clifford Rollinson Plans of Lots, Section "L" and said lot being bounded and described as follows:

COMMENCING at a point in the center line of South Keel Ridge Road, at the Northwest corner of Lot No. 104 in said Section and Plan; thence North 40°52' West, along the center line of said road, a distance of 104.0 feet to a point; thence North 53°5' East, along the line of the other lands of the party of the first part herein, a distance of 253.7 feet to a point; thence South 34°7' East, continuing along the line of other lands of the party of the first part herein, a distance of 114.1 feet to an iron pin; thence South 55°27' West, along the northerly line of Lot No. 104 in said Section and Plan, a distance of 240.9 feet to a point in the center line of South Keel Ridge Road, the place of beginning

BEING THE SAME PREMISES which Gary L. Steen, deceased and Larue Steen, husband and wife, by Deed dated November 15, 2006, and recorded on November

29, 2006, in the Mercer County Recorder of Deeds Office as Instrument No. 2006-00018015, granted and conveyed unto Larue Steen.

Being Known as 755 South Keel Ridge Road, Hermitage, PA 16148

Parcel I.D. No. 12 159 181

LOCATION - 755 SOUTH KEEL RIDGE ROAD, HERMITAGE PA 16148

JUDGMENT - \$209,033.73

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF THE DEFENDANT (S) LARUE STEEN AT THE SUIT OF THE PLAINTIFF U.S. BANK TRUST COMPANY, N.A., AS TRUSTEE, AS SUCCESSOR-IN-INTEREST TO U.S. BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, ON BEHALF OF THE HOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I TRUST 2007-HE

**WRIT OF EXECUTION  
NO. 2025-2470**

FRIEDMAN VARTOLO LLP PLAINTIFF'S ATTORNEY  
JANUARY 6, 2025 LEVIED ON THE FOLLOWING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF THE DEFENDANT (S)  
T CAPITAL GROUP LLC IN AND TO:

**Property commonly known as: 1208 Negley Street, Farrell, PA 16121**

THE LAND REFERRED TO HEREIN IS SITUATED IN MERCER COUNTY, STATE OF PENNSYLVANIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN piece or parcel of land situated in the City of Farrell, County of Mercer and Commonwealth of Pennsylvania, known, numbered and designated as Lot Numbered Three Hundred Fifty (350) in the plan known as the Farrell Realty Company's Plan of Lots, as per plan on record under the name of the South Sharon Trust Company's Plan of Lots in Plan Book 1, Page 21, and being bounded and described as follows:

BOUNDED on the East by Lot Number Three Hundred Fifty-One (351) of the same plan; On the West by Lot Number Three Hundred Forty-Nine (349) of the same plan; On the North by a Twenty (20') foot alley; and On the South by Negley Street, and having a frontage on said Negley Street of Forty (40') feet, and extending back a distance of One Hundred Twenty-Three and eighty-seven hundredths (123.87) feet to said Twenty (20') foot alley.

TAX MAP NO. 52 428 447

BEING the same premises which A&B LAND ADVENTURES, LLC, by Deed dated 05/20/2024 and recorded 05/30/2024 in the Office of the Recorder of Deeds in and for the County of Mercer as Instrument No. 2024-00003933, granted and conveyed unto INVESTOR DEALS TODAY LLC.

BEING the same premises which Investor Deals Today LLC by Deed dated July 25, 2024 and recorded in the Official Records of Mercer County on August 22, 2024 as Instrument 2024-00006391, granted and conveyed unto T Capital Group, LLC.

1208 Negley Street, Farrell, PA 16121  
Tax Parcel Number: 52-428-447

LOCATION - 1208 NEGLEY STREET, FARRELL PA 16121

JUDGMENT - \$577,334.11

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF

THE DEFENDANT (S) T CAPITAL GROUP LLC AT THE SUIT OF THE PLAINTIFF WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF RESIDENTIAL MORTGAGE AGGREGATION TRUST

**WRIT OF EXECUTION  
NO. 2025-2470**

FRIEDMAN VARTOLO LLP PLAINTIFF'S ATTORNEY  
JANUARY 6, 2025 LEVIED ON THE FOLLOWING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF THE DEFENDANT (S)  
T CAPITAL GROUP LLC IN AND TO:

**Property commonly known as: 1207 Negley Street, Farrell, PA 16121**

THE LAND REFERRED TO HEREIN IS SITUATED IN MERCER COUNTY, STATE OF PENNSYLVANIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN piece or parcel of land situate in the City of Farrell, County of Mercer and Commonwealth of Pennsylvania, being marked and numbered 365 in the South Sharon Trust Company's Plan of Lots as recorded in Deed Book "U", Volume 8, Page 38, and being more particularly bounded and described as follows:

BEGINNING on the South side of Negley Street at a point 120 feet Eastwardly from its intersection with Stambaugh Avenue; thence extending in front or width Eastwardly, along the South side of Negley Street, 40 feet and in length or depth Southwardly, preserving the same width, a distance of 153 feet to an alley 20 feet wide. Being bounded on the North by Negley Street, on the East by Lot No. 366 in said plan, on the South by said alley and on the West by Lot No. 364 in said Plan.

TAX MAP NO. 52 428 506

BEING the same premises which A&B LAND ADVENTURES, LLC, by Deed dated 05/20/2024 and recorded 05/30/2024 in the Office of the Recorder of Deeds in and for the County of Mercer in Instrument No. 2024-00003905, granted and conveyed unto INVESTOR DEALS TODAY LLC.

BEING the same premises which Investor Deals Today LLC by Deed dated July 25, 2024 and recorded in the Official Records of Mercer County on August 23, 2024, as Instrument Number 2024-00006461, granted and conveyed unto T Capital Group, LLC.

1207 Negley Street, Farrell, PA 16121  
Tax Parcel Number: 52-428-506

LOCATION - 1207 NEGLEY STREET, FARRELL PA 16121

JUDGMENT - \$577,334.11

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF THE DEFENDANT (S) T CAPITAL GROUP LLC AT THE SUIT OF THE PLAINTIFF WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF RESIDENTIAL MORTGAGE AGGREGATION TRUST

**WRIT OF EXECUTION  
NO. 2025-2470**

FRIEDMAN VARTOLO LLP PLAINTIFF'S ATTORNEY  
DECEMBER 31, 2025 LEVIED ON THE FOLLOWING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF THE DEFENDANT (S)  
T CAPITAL GROUP LLC IN AND TO:

**Property commonly known as: 200 Smith Avenue, Sharon, PA 16146**

THE LAND REFERRED TO HEREIN IS SITUATED IN

MERCER COUNTY, STATE OF PENNSYLVANIA, AND IS DESCRIBED AS FOLLOWS:

ALL that certain piece or parcel of land situate in the City of Sharon, Mercer County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a point on the West side of Smith Avenue, which point is the Northeast corner of lands hereby conveyed, also, the Southeast corner of lands now of formerly of Harold Thomas and wife, thence South along said Smith Avenue, a distance of 50.00 feet to land now or formerly of Bertha and Steve Almady; thence West along the lands now or formerly of Bertha and Steve Almady, a distance of 79.68 feet to the land now or formerly of Nicholas Zimmer; thence North along land now or formerly of Zimmer, for a distance of \$0.00 feet to land now or formerly of Harold Thomas and wife, a distance of 79.68 feet to a point on Smith Avenue, the place of BEGINNING.

TAX MAP NO. 4AQ 20

BEING the same premises which A & B SIGNATURE PROPERTIES LLC, by Deed dated 05/20/2024 and recorded 05/30/2024 in the Office of the Recorder of Deeds in and for the County of Mercer in Instrument No. 2024-00003910, granted and conveyed unto INVESTOR DEALSTODAY LLC

BEING the same premises which Investor Deals Today LLC by Deed dated July 25, 2024, and recorded in the Official Records of Mercer County on August 22, 2024, as Instrument Number 2024-00006399, granted and conveyed unto T Capital Group, LLC.

200 Smith Avenue, Sharon, PA 16146  
Tax Parcel Number: 4-AQ-20

LOCATION - 200 SMITH AVENUE, SHARON PA 16146

JUDGMENT - \$577,334.11

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF THE DEFENDANT (S) T CAPITAL GROUP LLC AT THE SUIT OF THE PLAINTIFF WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF RESIDENTIAL MORTGAGE AGGREGATION TRUST

**WRIT OF EXECUTION  
NO. 2025-2470**

FRIEDMAN VARTOLO LLP PLAINTIFF'S ATTORNEY  
DECEMBER 31, 2025 LEVIED ON THE FOLLOWING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF THE DEFENDANT (S)  
T CAPITAL GROUP LLC IN AND TO:

**Property commonly known as: 211 Cedar Avenue, Sharon, PA 16146**

THE LAND REFERRED TO HEREIN IS SITUATED IN MERCER COUNTY, STATE OF PENNSYLVANIA, AND IS DESCRIBED AS FOLLOWS:

ALL that certain piece or parcel of land situate in the City of Sharon, Mercer County, Pennsylvania, being known as Lot No. 279 in Leslie's Addition to Sharon as recorded in Plan Book 1, Page 15, in the Recorder's Office of Mercer County, Pennsylvania, also a strip of land adjoining said lot being 3.00 feet in width along the entire Eastern boundary of said lot Said lot and strip of land being bounded and described as follows:

ON THE NORTH by Lot No. 278 in said plan and by land now or formerly of H. P. Stewart, distance of 111.20 feet On the East by an alley, a distance of 40.00feet On the South by Lot No. 280 in said plan and land now or formerly W. W Liddle, a distance of 111.20 feet and On the West by

Cedar Avenue (formerly Cedar Street) a distance of 40.00 feet

TAX MAP NO. 4 F 54

BEING the same premises which A & B SIGNATURE PROPERTIES LLC, by Deed dated 05/20/2024 and recorded 05/30/2024 in the Office of the Recorder of Deeds in and for the County of Mercer in Instrument No. 2024-00003918, granted and conveyed unto INVESTOR DEALS TODAY LLC.

BEING the same premises which Investor Deals Today LLC by Deed dated July 25, 2024 and recorded in the Official Records of Mercer County on August 22, 2024 as Instrument Number 2024-00006392, granted and conveyed unto T Capital Group, LLC.

211 Cedar Avenue, Sharon, PA 16146  
Tax Parcel Number: 4-F-54

LOCATION - 211 CEDAR AVENUE, SHARON PA 16146

JUDGMENT - \$577,334.11

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF THE DEFENDANT (S) T CAPITAL GROUP LLC AT THE SUIT OF THE PLAINTIFF WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF RESIDENTIAL MORTGAGE AGGREGATION TRUST

**WRIT OF EXECUTION  
NO. 2025-2470**

FRIEDMAN VARTOLO LLP PLAINTIFF'S ATTORNEY  
DECEMBER 31, 2025 LEVIED ON THE FOLLOWING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF THE DEFENDANT (S)  
T CAPITAL GROUP LLC IN AND TO:

**Property commonly known as: 334 Sherman Avenue, Sharon, PA 16146**

THE LAND REFERRED TO HEREIN IS SITUATED IN MERCER COUNTY, STATE OF PENNSYLVANIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN piece or parcel of land situate in the City of Sharon, County of Mercer and Commonwealth of Pennsylvania, said Lot No. 106 in the S.F. Stambaugh's Plan of lots, as recorded in the records of Mercer County Pennsylvania in Plan Book 1, Page 1, said lot being more specifically bounded and described as follows:

ON THE NORTH by Lot No. 105 in the plan, a distance of one hundred fifty (150') feet

ON THE EAST by Sherman Avenue, a distance of forty (40') feet

ON THE SOUTH by Lot No. 107 in said plan, a distance of one hundred fifty (150') feet and ON THE WEST by an alley, a distance of forty (40') feet.

TAX MAP NO. 4 L 60

BEING the same premises which A&B LAND ADVENTURES LLC, by Deed dated 05/20/2024 and recorded 05/30/2024 in the Office of the Recorder of Deeds in and for the County of Mercer in Instrument No. 2024-00003898, granted and conveyed unto INVESTOR DEALS TODAY LLC.

BEING the same premises which Investor Deals Today LLC by Deed dated July 25, 2024 and recorded in the Official Records of Mercer County on August 22, 2024 as Instrument Number 2024-00006395, granted and conveyed unto T Capital Group, LLC.

334 Sherman Avenue, Sharon, PA 16146

Tax Parcel Number: 4-L-60

LOCATION - 334 SHERMAN AVENUE, SHARON PA 16146

JUDGMENT - \$577,334.11

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF THE DEFENDANT (S) T CAPITAL GROUP LLC AT THE SUIT OF THE PLAINTIFF WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF RESIDENTIAL MORTGAGE AGGREGATION TRUST

**WRIT OF EXECUTION  
NO. 2025-2470**

FRIEDMAN VARTOLO LLP PLAINTIFF'S ATTORNEY  
DECEMBER 31, 2025 LEVIED ON THE FOLLOWING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF THE DEFENDANT (S)  
T CAPITAL GROUP LLC IN AND TO:

**Property commonly known as: 530 North Oakland Avenue, Sharon, PA 16146**

THE LAND REFERRED TO HEREIN IS SITUATED IN MERCER COUNTY, STATE OF PENNSYLVANIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN piece or parcel of land situated in the City of Sharon, County of Mercer and Commonwealth of Pennsylvania, bounded and described as follows, to-wit

BEGINNING at a point the intersection of the East line of North Oakland Ave with the South line of Hull Street THENCE Eastwardly along the South line of said Hull Street a distance of ninety-three (93') feet THENCE Southwardly a distance of fifty-six (56') feet THENCE Westwardly a distance of ninety-three (93') feet THENCE Northwardly along the East line of North Oakland Avenue a distance of fifty-six (56') feet to the place of BEGINNING.

TAX MAP NO. 2 R 59A

Being the same premises which BARON PA DEVELOPMENT, LLC, by Deed dated 05/20/2024 and recorded 05/30/2024 in the Office of the Recorder of Deeds in and for the County of Mercer in Instrument No. 2024-00003903 granted and conveyed unto INVESTOR DEALS TODAY LLC.

BEING the same premises which Investor Deals Today LLC by Deed dated July 25, 2024 and recorded in the Official Records of Mercer County on August 22, 2024 as Instrument Number 2024-00006396, granted and conveyed unto T Capital Group, LLC.

530 North Oakland Avenue, Sharon, PA 16146  
Tax Parcel Number: 2-R-59A

LOCATION - 530 NORTH OAKLAND AVENUE, SHARON PA 16146

JUDGMENT - \$577,334.11

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF THE DEFENDANT (S) T CAPITAL GROUP LLC AT THE SUIT OF THE PLAINTIFF WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF RESIDENTIAL MORTGAGE AGGREGATION TRUST

**WRIT OF EXECUTION  
NO. 2025-2470**

FRIEDMAN VARTOLO LLP PLAINTIFF'S ATTORNEY  
DECEMBER 31, 2025 LEVIED ON THE FOLLOWING

ALL THE RIGHT, TITLE, INTEREST AND CLAIM OF THE

DEFENDANT (S)  
T CAPITAL GROUP LLC IN AND TO:

**Property commonly known as: 72 Strawbridge Avenue,  
Sharon, PA 16146**

THE LAND REFERRED TO EREIN IS SITUATED IN MERCER COUNTY, STATE OF PENNSYLVANIA, AND IS DESCRIBED AS FOLLOWS:

ALL that certain piece, parcel or lot of land situate, lying and being in the City of Sharon, Mercer County, Pennsylvania, and bounded and described as follows:

BOUNDED on the Northeast by Strawbridge Avenue, a distance of 60 feet; on the Southeast by lands now or formerly of Dennis Ford, a distance of 120 feet, on the Southwest by lands now or formerly of Dennis Ford, a distance of 60 feet; and on the Northwest by lands now or formerly of Dennis Ford, a distance of 120 feet.

TAX MAP NO. 4 AP 30

BEING the same premises which AARON D. BURNWORTH, by Deed dated 05/20/2024 and recorded 06/04/2024 in the Office of the Recorder of Deeds in and for the County of Mercer in File 2024-00004096, granted and conveyed unto INVESTOR DEALS TODAY LLC.

BEING the same premises which Investor Deals Today LLC by Deed dated July 25, 2024 and recorded in the Official Records of Mercer County on August 22, 2024 as Instrument Number 2024-00006394, granted and conveyed unto T Capital Group, LLC.

72 Strawbridge Avenue, Sharon, PA 16146  
Tax Parcel Number: 4-AP-30

LOCATION - 72 STRAWBRIDGE AVENUE, SHARON PA 16146

JUDGMENT - \$577,334.11

SEIZED AND TAKEN IN EXECUTION AS THE PROPERTY OF THE DEFENDANT (S) T CAPITAL GROUP LLC AT THE SUIT OF THE PLAINTIFF WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF RESIDENTIAL MORTGAGE AGGREGATION TRUST

#### **TERMS OF SALE, MERCER COUNTY**

UNLESS OTHERWISE REQUESTED BY THE PLAINTIFF, MULTIPLE PARCELS SUBJECT TO ONE EXECUTION WILL BE BID ON IN BULK. IF REQUESTED BY THE PLAINTIFF PRIOR TO THE SALE, EACH PARCEL MAY BE BID SEPARATELY.

ALL BIDDERS MUST IDENTIFY THEMSELVES AT TIME OF SUBMITTING A BID. NO BIDS MAY BE WITHDRAWN.

IF A PARTY OTHER THAN THE PLAINTIFF OR HIS AUTHORIZED REPRESENTATIVE INTENDS TO BID, PROOF OF COMPLIANCE WITH THE BID MAY BE REQUIRED.

OPENING BIDS SHALL BE MADE BY THE PLAINTIFF, OR HIS AUTHORIZED REPRESENTATIVE ONLY. OPENING BIDS SHALL BE IN THE AMOUNT OF \$10.00, OR THE AMOUNT OF PERSONAL EXEMPTION IF APPLICABLE. THE OPENING BID REPRESENTS THE COSTS OF THE WRIT. THE PLAINTIFF OR HIS AUTHORIZED REPRESENTATIVE WILL MAKE AN OPENING BID. AT THE REQUEST OF THE PLAINTIFF, ANY SALE MAY BE CANCELED OR CONTINUED PRIOR TO A BID.

A SUCCESSFUL BIDDER OTHER THAN THE PLAINTIFF OR HIS AUTHORIZED REPRESENTATIVE, PRIOR TO THE CLOSE OF BUSINESS ON THE DATE OF THE SALE, SHALL PAY TO THE SHERIFF BY CASHIER'S CHECK OR MONEY ORDER, 10% OF THE BID AMOUNT. THE BALANCE PAYABLE TO THE SHERIFF IS DUE BY 12:00 NOON ON THE FRIDAY FOLLOWING THE SALE. IF THE BALANCE IS NOT PAID BY THE DEADLINE, THE PROPERTY WILL BE RESOLD AT 10:00 AM ON THE FOLLOWING MONDAY AT THE

SHERIFF'S OFFICE. AT THE RESALE, THE ORIGINAL SUCCESSFUL BIDDER SHALL BE INELIGIBLE TO BID AND SHALL BE LIABLE FOR THE EXPENSE OF THE RESALE AND THE DIFFERENCE IN THE PURCHASE PRICE IF THE RESALE PRICE IS LESS THAN THE ORIGINAL SALE PRICE. A SCHEDULE OF DISTRIBUTION, WHEN NEEDED, WILL BE FILED BY THE SHERIFF, IN THE SHERIFF'S OFFICE, WITHIN 30 DAYS AFTER THE DATE OF SALE. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE UNLESS WRITTEN EXCEPTIONS ARE FILED WITHIN 10 DAYS OF THE FILING OF THE DISTRIBUTION.

DEEDS WILL BE ATTESTED THIRTY DAYS AFTER THE EXECUTION SALE WHEN POSSIBLE.