

# FAYETTE LEGAL JOURNAL

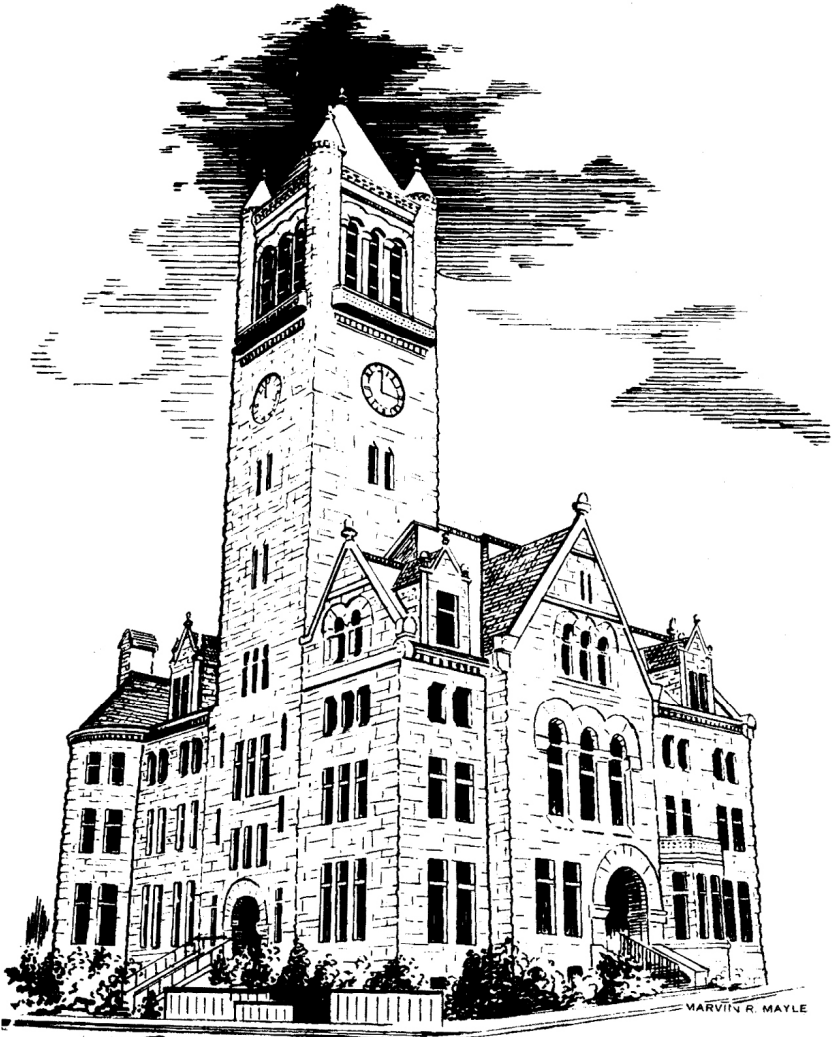
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NO. 8

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## FAYETTE LEGAL JOURNAL

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**Co-Editors:** Garnet L. Crossland and Melinda Deal Dellarose

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## ESTATE NOTICES

Notice is hereby given that letters testamentary or of administration have been granted to the following estates. All persons indebted to said estates are required to make payment, and those having claims or demands to present the same without delay to the administrators or executors named.

### Third Publication

**WILLIAM ALLEN, a/k/a WILLIAM L. ALLEN**, late of North Union Township, Fayette County, PA (3)

*Personal Representative:* Tania Bosley  
c/o Davis and Davis  
107 East Main Street  
Uniontown, Pa 15401  
*Attorney:* Gary J. Frankhouser

**DAVID YALE CURTIS**, late of Acme, Fayette County, PA (3)

*Executor:* Dean Scott Jones  
67 Spruce Peak Road  
Acme, PA 15610  
c/o 1227 South Braddock Avenue  
Pittsburgh, PA 15218  
*Attorney:* Kathleen Schneider

### Second Publication

**KATHERINE T. BEAL, a/k/a KATHERINE TERESA BEAL**, late of Springfield Township, Fayette County, PA (2)

*Executor:* Jack B. Armstrong  
1140 Valley View Drive  
Scottdale, PA 15683  
c/o 231 South Main Street, Suite 402  
Greensburg, PA 15601  
*Attorney:* Marilyn Gaut

**LEAH KATHRYN CAUSER**, late of Normalville, Fayette County, PA (2)

*Executor:* Stanley R. Geary  
c/o John & John  
96 East Main Street  
Uniontown, PA 15401  
*Attorney:* Simon B. John

**FRANCES MARIE DURITSKY, a/k/a FRANCES M. DURITSKY**, late of Uniontown, Fayette County, PA (2)

*Personal Representative:* Theresa Wright  
c/o Davis and Davis  
107 East Main Street  
Uniontown, PA 15401  
*Attorney:* Gary J. Frankhouser

**JOHN M. MCGAW, III**, late of Merrittstown, Fayette County, PA (2)

*Administratrix:* Melissa K. Hixon  
121 Dinwiddie Drive  
New Kensington, PA 15068

**DIANE MONGALIER**, late of Springhill Township, Fayette County, PA (2)

*Executor:* Gary Mongalier  
c/o 2944 National Pike Road, Box 245  
Chalk Hill, PA 15421  
*Attorney:* Charles C. Gentile

**FLORENCE P. RICHARDSON**, late of Menallen Township, Fayette County, PA (2)

*Executrix:* Dolores F. Bell  
c/o 51 East South Street  
Uniontown, Pa 15401  
*Attorney:* Webster & Webster

**ELIZABETH M. SAVARINO**, late of Washington Township, Fayette County, PA (2)

*Co-Executors:* Nancy A. Weinman  
346 Sportsmen Road  
Hunker, PA 15639  
George R. Savarino  
1109 Williams Drive  
Belle Vernon, PA 15012  
c/o 823 Broad Avenue  
Belle Vernon, PA 15012  
*Attorney:* Mark E. Ramsier

## First Publication

**MARY ALICE DROBNY**, late of Georges Township, Fayette County, PA (1)

*Executors:* Joseph M. Braya and Frank Balawender  
c/o 9 Court Street  
Uniontown, PA 15401  
*Attorney:* Vincent J. Roskovensky, II

**ANNABELLE DZURNAK, a/k/a ANNABELLE A. DZURNAK**, late of Uniontown, Fayette County, PA (1)

*Personal Representatives:*  
David W. Dzurnak & Mark A. Dzurnak  
c/o Watson Mundorff & Sepic, LLP  
720 Vanderbilt Road  
Connellsville, PA 15425  
*Attorney:* Timothy J. Witt

**BETTY L. EUTSEY**, late of Connellsville, Fayette County, PA (1)

*Executrix:* Janet Morris  
c/o 815 A Memorial Boulevard  
Connellsville, PA 15425  
*Attorney:* Margaret Zylka House

**ALLEN KOVACH, a/k/a ALLEN J. KOVACH**, late of Brownsville, Fayette County, PA (1)

*Administratrix:* Ilona Kovach  
193 Hancock Road  
Brownsville, PA 15417  
c/o Conti Law  
986 Brodhead Road  
Moon Township, PA 15108  
*Attorney:* Michele Conti

**JEAN MALINSKY**, late of Masontown, Fayette County, PA (1)

*Executrix:* Deborah L. Malinsky  
344 W. Church Avenue  
Masontown, PA 15461  
c/o 6 South Main Street Washington Trust Building, Suite 214  
Washington, PA 15301  
*Attorney:* Joseph Brodak

**JIMMIE R. MCGINNIS**, late of German Township, Fayette County, PA (1)  
*Personal Representative:* Nancy J. Prisela  
c/o Riverfront Professional Center

208 South Arch Street, Suite 2  
Connellsville, PA 15425  
*Attorney:* Richard A. Husband

**PHILLIP M. SHIPLEY, a/k/a PHILLIP M. SHIPLEY**, late of North Union Township, Fayette County, PA (1)

*Personal Representative:*  
William W. Cobert, Sr.  
c/o George & George, LLP  
92 East Main Street  
Uniontown, PA 15401  
*Attorney:* G.T. George

**JAMES A. ULMER**, late of Uniontown, Fayette County, PA (1)

*Personal Representative:* Eleanor C. Ulmer  
c/o Watson Mundorff & Sepic, LLP  
720 Vanderbilt Road  
Connellsville, PA 15425  
*Attorney:* Timothy J. Witt

## LEGAL NOTICES

IN THE COURT OF COMMON PLEAS OF  
FAYETTE COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW  
No. 2579 of 2019, G.D.  
PRESIDENT JUDGE JOHN F. WAGNER, JR.

### IN RE: CHANGE OF NAME OF ANTOINETTI CLARA SALVATORE

#### NOTICE

Notice is hereby given that on November 18, 2019 the petition of Antoinetti Clara Salvatore was filed in the above named Court, requesting an Order to change the name of Antoinetti Clara Salvatore to Antoinette Salvatore.

The Court has fixed March 6, 2020 at 1:30P.M. in Courtroom Number 2, Fayette County Courthouse, Uniontown, Pennsylvania as the time and place for a hearing on the merits of said Petition, when and where all interested parties may appear and show cause, if any they have, why the prayer of said Petition should not be granted.

Michelle L. Kelley, Esquire  
92 East Main Street, Ste. 24  
Uniontown, Pa. 15401  
(724) 439-2553

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IN RE: Polito, Dominick Jr.  
Case No. 15-22764-GLT  
Chapter 7

Real Property: Debtor's one-third  
interest in 112 Paull Street,  
Hopwood, PA 15445  
Tax Map #25-54-0035  
Date of Sale: 3/5/2020 @ 10:30 a.m.  
Courtroom A, 54th Floor  
600 Grant Street  
Pittsburgh, PA 15219  
Objections due by: 2/21/2020  
Initial Offer: \$12,500.00  
Higher and better offers will  
be considered at the hearing  
Hand money required: \$2,000.00  
(Cash or Certified Funds)  
Contact: Robert H. Slone  
223 South Maple Avenue  
Greensburg, PA 15601  
Ph #(724) 834-2990  
For More Information:  
robertslone223@gmail.com  
www.pawb.uscourts.gov/easi.htm

Robert H. Slone, Esquire  
Bankruptcy Trustee  
223 South Maple Avenue  
Greensburg, PA 15601  
Ph #(724) 834-2990

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IN RE: ADOPTION OF  
BRI'LEIGH PISHKO

IN THE COURT OF COMMON PLEAS OF  
FAYETTE COUNTY, PENNSYLVANIA  
ORPHANS' COURT DIVISION  
NO. 6 ADOPT 2020

**NOTICE**

TO: Unknown Father

A petition has been filed asking the Court to put an end to all rights you have to your child, Bri'Leigh Pishko. The court has set a hearing to consider ending your rights to your child. That hearing will be held in Courtroom No. 4 of the Fayette County Courthouse, Uniontown, Fayette County, Pennsylvania, on April 2, 2020, at 1:30 PM. You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your child may be ended by the court without your being there.

YOU HAVE A RIGHT TO BE REPRESENTED AT THE HEARING BY A LAWYER. 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 TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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100 SOUTH STREET  
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HARRISBURG PA 17108  
(800) 932-0311

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## Registers' Notice

Notice by JEFFREY L. REDMAN, Register of Wills and  
Ex-Officio Clerk of the Orphans' Court Division of the Court of Common Pleas

Notice is hereby given to heirs, legatees, creditors, and all parties in interest that accounts in the following estates have been filed in the Office of the Clerk of the Orphans' Court Division of the Court of Common Pleas as the case may be, on the dates stated and that the same will be presented for confirmation to the Orphans' Court Division of Fayette County on

**Monday, March 2, 2020, at 9:30 A.M.**

<u>Estate Number</u>	<u>Estate Name</u>	<u>Accountant</u>
2616-0351	EDWARD E. SUCHEVITS	Carol Ferencak, Administratrix DBNCTA

Notice is also hereby given that all of the foregoing Accounts will be called for Audit on  
**Monday, March 16, 2020, at 9:30 A.M.**

in Courtroom No. 5 of the **Honorable Joseph M. George Jr.** or his chambers, 3rd Floor, Courthouse, Uniontown, Fayette County, Pennsylvania, at which time the Court will examine and audit said accounts, hear exceptions to same or fix a time therefore, and make distribution of the balance ascertained to be in the hands of the Accountants.

JEFFREY L. REDMAN  
Register of Wills and Ex-Officio Clerk of the Orphans' Court Division (2 of 2)

**JUDICIAL OPINION**

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

Donald Koffler,	:	
Plaintiff,	:	
v.	:	
State Farm Fire & Casualty Company	:	
and Robert Confer,	:	No. 1154 of 2019
Defendant,	:	Honorable Linda R. Cordaro

**OPINION**

CORDARO, J.

January 31, 2019

Defendants filed Preliminary Objections to Plaintiffs Complaint on August 21, 2019. Defendants raised seven Preliminary Objections. Oral Argument on the matter was held on November 15, 2019.

Defendants First and Second Preliminary Objections are related and will be addressed together. Defendants' First Preliminary Objection states that "Plaintiff cannot state a claim for breach of contract against Mr. Confer and that claim should be dismissed." Defendants' Second Preliminary Objection states that "Plaintiff cannot state a claim for bad faith against Mr. Confer and that claim should be dismissed." After reviewing the Complaint, this Court finds that the Complaint states a claim for breach of contract and a claim for bad faith against Defendant State Farm only.

The Complaint alleges four Counts: Breach of Contract, Insurance Bad Faith, Negligence, and a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law. The first three counts each use the singular "Defendant" and clearly refer to Defendant State Farm only. See Complaint at ¶38: "Defendant State Farm breached its explicit contractual duty to insure the covered loss." See also, Complaint at ¶39: "...Plaintiff demands judgment against Defendant to recover damages pursuant to the insurance policy." Count Three refers to the Defendants in the plural, but then states that "Plaintiff demands judgment against Defendant, State Farm, to recover damages..." Complaint at ¶ 67. Count Four, however, clearly refers to both State Farm and Bob Confer and states that "Plaintiff demands judgment against Defendants, Bob Confer and State Farm, to recover [damages]..." Complaint at ¶77. Because the Complaint does not state a claim for breach of contract or bad faith against Mr. Confer, Defendants' First and Second Preliminary Objections are SUSTAINED.

Defendants' Third Preliminary Objection states that "Plaintiff cannot rely on allegations concerning conduct in the sale of an insurance policy in order to state a claim for bad faith, and these allegations in support of the bad faith claim should be dismissed/stricken."

In support of their argument, Defendants cite *Toy v. Metropolitan Life ins. Co.*, 928 A.2d 186 (Pa. 2007). In *Toy*, the Pennsylvania Supreme Court held that the "Bad Faith Statute" does not provide relief to an insured who alleges that an insurer engaged in unfair or deceptive practices in soliciting the purchase of a policy. *Id.* at 199-200; see also 42 Pa.C.S.A. § 8371.

The holding in *Toy* is distinguishable from the case at hand. Here, Plaintiff alleges that he purchased a residential property in 2009. That property included a house and an appurtenant structure. At the time Plaintiff purchased the property, the appurtenant structure was occupied by a tenant who continued to live there after Plaintiff purchased the property. After closing the sale, Plaintiff contacted Robert Confer, a State Farm agent, in order to insure the property. Mr. Confer conducted an inspection of the property and was made aware of the presence of the tenant in the appurtenant structure.

Plaintiff then purchased a Homeowners Policy from State Farm. The Declaration Page, attached as Exhibit B to the Complaint, shows that the Dwelling is covered up to \$37,180. The Homeowners Policy, attached as Exhibit C to the Complaint, states under the Coverages Section, Subsection "Dwelling Extension," that "[w]e cover other structures on the residence premises," but "[w]e do not cover other structures... rented or held for rental to a person not a tenant of the dwelling, unless used solely as a private garage."

Plaintiff alleges that on June 5, 2018, the appurtenant structure sustained "considerable wind and water damage." Complaint at ¶15. Plaintiff then alleges that State Farm sent an adjuster to the property, and that on September 8, 2018, State Farm contacted Plaintiff to notify him that the appurtenant structure was not covered under the policy because it was occupied by a tenant.

Unlike in *Toy*, Plaintiff's allegations of bad faith do not arise from the solicitation of the purchase of a policy due to fraud or deceptive practices. Rather, Plaintiff alleges that the Defendants failed to issue a policy that properly insures the subject property, and are now rejecting a claim that should have been covered under the Policy.

The Bad Faith Statute does not define the term "bad faith," but courts have held that bad faith "encompasses a \vi.de variety of objectionable conduct..." *Greene v. United Services Auto. Ass'n*, 936 A.2d 1178, 1187-88 (Pa. Super. Ct. 2007). If Plaintiff can prove that State Farm issued a policy knowing that it would deny coverage, and accepted premium payments despite this knowledge, that could potentially fall under the wide variety of objectionable conduct that constitutes bad faith. Defendants' Third Preliminary Objection is OVERRULED.

Defendants' Fourth Preliminary Objection states that "State Farm and Mr. Confer do not owe a fiduciary duty to Plaintiff and those allegations should be dismissed/stricken."

"While cases involving fiduciary relationships are necessarily fact specific, they usually involve some special vulnerability in one person that creates a unique opportunity for another person to take advantage to their benefit." *Yenchi v. Ameriprise Financial, Inc.*, 161 A.3d 811, 821 (Pa. 2017). The Pennsylvania Supreme Court in *Yenchi* presents an extensive analysis of situations where a fiduciary relationship may be established such as when there is "'overmastering influence' on one side or 'weakness, dependence, or trust, justifiably reposed' on the other side'..." *Id.* at 823 (citing *eToll, Inc. v. Elias/Savion Advertising, Inc.*, 811 A.2d 10, 23 (Pa. Super. Ct. 2002)). The *Yenchi* Court further notes, "[f]iduciary duties do not arise 'merely because one party relies on and pays for the specialized skill of the other party.'" *Id.* at 822 (citing *eToll, Inc.* at 23). Even though the question of the existence of a fiduciary relationship is fact specific, a party asserting the existence of a fiduciary relationship must still adduce facts that could possibly establish such a relationship.



Here, Plaintiff alleges that he "reasonably relied upon the skill and expertise of [State Farm and Mr. Confer when purchasing insurance]. Complaint at Paragraph 14. Plaintiff then asserts that Defendant State Farm "violated its fiduciary [duty] by acting in bad faith..." Complaint at Paragraph 57. There are no other facts alleged in the Complaint regarding the existence of a fiduciary duty.

This Court finds that the Complaint fails to allege any facts that would even potentially give rise to the establishment of a fiduciary relationship between State Farm or Mr. Confer and Plaintiff. Absent from the Complaint are any facts alleging how such a fiduciary relationship was created such as an overwhelming influence on the part of Defendants or a special vulnerability on the part of Plaintiff. The purchase of insurance and reliance on another's expertise alone, even if proven to be true, is insufficient to establish a fiduciary relationship between the parties. Defendants' Fourth Preliminary Objection is SUSTAINED.

Defendants' Fifth Preliminary Objection states that "Plaintiff cannot recover contractual benefits for his bad faith claim." This Court disagrees.

Both parties cite to the Pennsylvania "Bad Faith Statute" in support of their arguments. That statute states:

In an action arising under an insurance policy, if the court finds that the insurer has acted in bad faith toward the insured, the court may take all of the following actions:

- (1) Award interest on the amount of the claim from the date the claim was made by the insured in an amount equal to the prime rate of interest plus 3%.
- (2) Award punitive damages against the insurer.
- (3) Assess court costs and attorney fees against the insurer.

42 Pa.C.S.A. § 8371. Defendants argue that the Statute does not provide for an award of damages for contractual damages, and that therefore the Plaintiff should be barred by seeking such under the Bad Faith Statute. However, in Pennsylvania, "[b]ad faith will be shown where an insurer has for a frivolous or unfounded reason refused to pay the proceeds of a policy to its insured." *Hollock v. Erie Insurance Exchange*, 842 A.2d 409, 416 (Pa. Super. Ct. 2004). By its very definition, an insurer who acts in bad faith must also have denied a valid claim, which would be a breach of contract. The appropriate remedy would be for a plaintiff to recover the contractual benefits, plus any of the additional remedies enumerated by Section 8371, i.e., interest, punitive damages, court costs, and attorney fees.

Defendants also argue that the request for contractual benefits under the bad faith claim should be stricken from the Complaint because "the damages are duplicative of those sought for his contract claim." Defendants' Preliminary Objections at Page 6.

An injured party cannot recover twice for the same injury. *B.G. Balmer & Co., Inc. v. Frank Crystal & Company, Inc.*, 148 A.3d 454 (Pa. Super. Ct. 2016) (citing *D'Adamo v. Erie Ins. Exch.*, 4 A.3d 1090, 1096 (Pa. Super. Ct. 2010)). However, the election of remedies doctrine will prevent Plaintiff from recovering duplicative damages under both a claim for breach of contract and bad faith:

[T]he substantive application of the election of remedies doctrine operates to bar windfall judgments or otherwise duplicative recoveries resulting from a single inju-

ry; although such inconsistent remedies may be pleaded and pursued in litigation, damages calculated pursuant to only one theory may be recovered.

*Gamesa Energy USA, LLC v. Ten Penn Ctr. Assocs., L.P.*, 217 A.3d 1227, 1239-40 (Pa. 2019) (citing *Schwartz v. Rockey*, 932 A.2d 885, 892-94 (Pa. 2007)).

In essence, Plaintiff may not recover the same damages twice for the same breach of contract, but Plaintiff need not elect under which doctrine he will pursue remedies at this stage in the proceedings. Defendants' Fifth Preliminary Objection is therefore **OVERRULED**.

Defendants' Sixth Preliminary Objection states that "Plaintiff cannot recover punitive damages or attorney's fees for negligence." Plaintiff agrees to withdraw this claim. As a result, Defendants' Sixth Preliminary Objection is **SUSTAINED**.

Defendants' Seventh Preliminary Objection states that "Plaintiff cannot recover punitive damages under the [Uniform Trade Practices and Consumer Protection Law]."

The general purpose of the Uniform Trade Practices and Consumer Protection Law, or UTPCPL, "is to protect the public from fraud and unfair or deceptive business practices." *Need v. Bavarian Motors, Inc.*, 882 A.2d 1022, 1029 (Pa. Super. Ct. 2005) (Internal citation omitted). The relevant Section of the Act states:

(a) Any person who purchases or leases goods or services primarily for personal, family or household purposes and thereby suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by any person of a method, act or practice declared unlawful by section 3 of this act, may bring a private action to recover actual damages or one hundred dollars (\$100), whichever is greater. The court may, in its discretion, award up to three times the actual damages sustained, but not less than one hundred dollars (\$100), and may provide such additional relief as it deems necessary or proper. The court may award to the plaintiff, in addition to other relief provided in this section, costs and reasonable attorney fees.

73 P.S. § 201-9.2 (Internal footnote omitted).

For Defendants' alleged violation of the UTPCPL, Plaintiffs Complaint specifically demands judgment "to recover treble actual damages as well as reasonable attorneys' fees and costs incurred to date, punitive damages, and any such other and further relief as is just and proper." Plaintiffs first argument in opposition to Defendants' Seventh Preliminary Objection is that punitive damages are allowed under *Schwartz v. Rockey*, 932 A.2d 885 (Pa. 2007).

Plaintiffs first argument mischaracterizes the Pennsylvania Supreme Court's decision in *Schwartz*. The *Schwartz* Court recognizes that "the trebling of damages obviously has a strong punitive dynamic." *Id.* at 897. The Court also concludes that, "the courts' discretion to treble damages under the UTPCPL should not be closely constrained by the common-law requirements associated with the award of punitive damages." *Id.* at 898. However, nowhere in the *Schwartz* decision does the Supreme Court hold that punitive damages can be recovered under the UTPCPL in addition to treble damages.

Plaintiffs second argument is that punitive damages are allowed under the UTPCPL under the category of "such additional relief as [the Court] deems necessary or proper." However, this argument is flawed as well, because established caselaw specifically precludes recovery of punitive damages under the UTPCPL: "although the Act does allow

the Court to impose up to treble damages for actual damage sustained, it does not otherwise confer a right to punitive damages." *McCauslin v. Reliance Finance Co.*, 751 A.2d 683, 685 (Pa. Super. Ct. 2000).

Plaintiffs arguments are both "without merit. Plaintiff is limited to requesting damages that are explicitly permitted under the UTCPL. Defendants' Seventh Preliminary Objection is SUSTAINED.

In accordance with Pa.R.C.P. 1028(e), Plaintiff has the right to plead over within 20 days after notice of this Order.

#### ORDER

AND NOW, this 31st day of January, 2020, in consideration of Defendants' Preliminary Objections to Plaintiffs Complaint, and after Oral Argument on the matter, it is hereby ORDERED and DIRECTED that the Preliminary Objections are SUSTAINED in part and DENIED in part, for the reasons contained in the accompanying Opinion.

Defendants' First Preliminary Objection is SUSTAINED. The Complaint does not assert a claim for breach of contract against Defendant Robert Confer.

Defendants' Second Preliminary Objection is SUSTAINED. The Complaint does not assert a claim for bad faith against Defendant Robert Confer.

Defendants' Third Preliminary Objection is OVERRULED. Plaintiffs allegations about facts occurring before the policy was issued may be used to support a claim for bad faith.

Defendants' Fourth Preliminary Objection is SUSTAINED. The Complaint does not plead facts that could establish a fiduciary relationship between Defendants and Plaintiff.

Defendants' Fifth Preliminary Objection is OVERRULED. There is no caselaw that precludes an insured from recovering contractual benefits under 42 Pa.C.S.A. § 8371.

Defendants' Sixth Preliminary Objection is SUSTAINED. Plaintiff withdrew his request for punitive damages and attorney's fees for his negligence claim.

Defendants' Seventh Preliminary Objection is SUSTAINED. Established caselaw specifically precludes recovery of punitive damages under the Uniform Trade Practices and Consumer Protection Law.

In accordance with Pa.R.C.P. 1028(e) Plaintiff has the right to plead over within 20 days after notice of this Order.

BY THE COURT:  
Linda R. Cordaro, Judge

ATTEST:  
Prothonotary





Pennsylvania Bar Institute

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- |          |  |
|----------|--|
| March 4  | <b>Civil Litigation Update</b><br>9:00 a.m. to 4:15 p.m.<br>5 substantive/1 ethics   |
| March 24 | <b>Handling the Workers' Comp Case</b><br>9:00 a.m. to 4:15 p.m.<br>5 substantive/1 ethics                                 |
| March 26 | <b>Elder Law Update 2019</b><br>9:00 a.m. to 12:00 p.m.<br>3 substantive   |
| March 31 | <b>The Binders on Pennsylvania Evidence 2020</b><br>1:00 p.m. to 4:15 p.m.<br>3 substantive                                |
| April 3  | <b>Litigation Blunders, Bloopers and Boons</b><br>9:00 a.m. to 4:30 p.m.<br>4 substantive/2 ethics                         |
| April 7  | <b>Securing Electronic Communications, Email Etiquette and Ethics</b><br>9:00 a.m. to 12:15 p.m.<br>2 substantive/1 ethics |
| April 14 | <b>Sheriff's Sales in Pennsylvania 2020</b><br>9:00 a.m. to 1:15 p.m.<br>3 substantive/1 ethics                            |
| April 23 | <b>Personal Injury Law Conference 2019</b><br>9:00 a.m. to 3:30 p.m.<br>5 substantive/1 ethics                             |
| April 27 | <b>A Day on Ethics 2020</b><br>9:00 a.m. to 4:20 p.m.<br>6 ethics  |
| April 29 | <b>Legal Issues in an Age of Aging 2020</b><br>9:00 a.m. to 4:00 p.m.<br>5 substantive/1 ethics                            |





## LUNCH & LEARN SERIES

### FCBA LUNCH & LEARN SERIES

The Fayette County Bar Association's next presentation in its Lunch & Learn Series will be:

- Date: **Wednesday, March 18th** from 12:00 p.m. to 1:30 p.m.
- Location: Courtroom No. 1 of the Fayette County Courthouse
- Discussion topics: **Issues in Bank Fraud and Safeguarding your IOLTA Account, Online Wire Transfers for Closings & Electronic Notifications**
- Presenters: Daniel Flynn, Fraud Investigations Manager, Karla Strosnider, Operational Risk Manager, and Jacquie Stanley, Senior Vice President and Regional Manager of Commercial Services, all of United Bank.

### CLE Credit

**1.5 hours of Substantive CLE** credit for the program. The fees are as follows:

#### Members of the FCBA

- No charge for attendance without CLE Credit
- \$10 fee for attendance with CLE Credit

#### Attorneys admitted to practice in Pennsylvania after January 1, 2012

- No charge for attendance with CLE Credit

#### Non-members of the FCBA

- \$10 fee for attendance without CLE Credit
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**\*\* All fees to be paid at the door \*\***

A light lunch will be provided.

### RSVP

If interested in attending, please call Cindy at the Bar office at 724-437-7994 or by email to [cindy@fcbbar.org](mailto:cindy@fcbbar.org) on or before Monday, March 16th.

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