

Adams County **Legal Journal**

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PWI VS. DENMON

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ADAMS COUNTY LEGAL JOURNAL (USPS 542-600)

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SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on FRIDAY, the 20th day of January 2012, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Adams County Courthouse, 111 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

Writ of Execution No.:

2010-SU-0000912

Property Address: 35 Rife Road, East Berlin, PA 17316

Parcel No.: 36-L7-23G

Municipality: Reading

Improvements: Having erected thereon a dwelling

Defendants: Phomma Phanhty, Tanis

A. Stucky, Tanis A. Phanhty

Attorneys for Plaintiff: Lois M. Vitti,

Esq., 412-281-1725

Writ of Execution No.:

2010-SU-0000884

Property Address: 339 S. Queen Street, Littlestown, PA 17340

Parcel No.: 27-011-0072

Municipality: Littlestown

Improvements: Having erected thereon a dwelling

Defendants: James A. Lambert &

Joanne A. Lambert

Attorneys for Plaintiff: Lois M. Vitti,

Esq., 412-281-1725

Notice directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than thirty (30) days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within ten (10) days thereafter. Purchaser must settle for property on or before filing date. ALL claims to property must be filed with Sheriff before sale date.

AS SOON AS THE PROPERTY IS DECLARED SOLD TO THE HIGHEST BIDDER, 20% OF THE PURCHASE PRICE

OR ALL OF THE COST, WHICHEVER MAY BE THE HIGHER, SHALL BE PAID FORTHWITH TO THE SHERIFF.

James Muller

Sheriff of Adams County

<http://www.sheriffadamscounty.com/sheriffsales.html>

12/9, 16 & 22

LEGAL NOTICE-ANNUAL MEETING

The annual meeting of the policyholders of the Protection Mutual Insurance Company of Littlestown will be held at the office located at 101 South Queen Street in the Borough of Littlestown, PA, between the hours of 1:00 and 2:00 p.m., on January 14th, 2012 to elect directors and to transact any other business properly presented.

Attest: Marilyn Q. Butt

President/Treasurer

12/2, 9, 16 & 22

NOTICE

On the 6th day of January 2012, at 11:00 a.m., a hearing will be held in the Adams County Courthouse, Fourth Floor, Gettysburg, PA, to determine whether the Gettysburg Area School District shall sell its student built house located at 175 Hunterstown-Hampton Road, (Straban Township), Gettysburg, Pennsylvania 17325 to Robert and Rebecca Murray for the purchase price of \$195,000.00, upon terms and conditions set forth in an Agreement of Sale dated October 24, 2011.

Any person who wishes to oppose the sale must attend the hearing and be heard.

Robert L. McQuaide, Esq.

Solicitor

(717) 337-1360

12/9, 16 & 22

INCORPORATION NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania on or about December 1, 2011 for the incorporation of REINECKER SALES & MARKETING, INC. under the Pennsylvania Corporation Law of 1988. The initial registered office of the corporation is 58 Ridge Road, York Springs, PA 17372

Bernard A. Yannetti, Jr., Esq.

Hartman & Yannetti

Solicitors

12/16

PWI VS. DENMON

1. A covenant not to compete precludes a former employee from competing with his employer for a specified period of time and within a specific geographic region.

2. Non-compete agreements are not favored in Pennsylvania as they have been viewed as a trade restraint that prevents a former employee from earning a living. Therefore, covenants not to compete are strictly construed against an employer.

3. In Pennsylvania, non-compete agreements are enforceable if the following elements are met: (1) the restrictive covenant is incident to an employment relationship to the parties; (2) the restrictions imposed by the covenant are reasonably necessary for the protection of the employer; and (3) the restrictions imposed are reasonably limited in duration and geographic scope.

4. When an employee enters into a non-compete agreement subsequent to commencement of his employment, the restrictive covenant must be supported by new consideration to be enforceable. New consideration must be in the form of a corresponding benefit or a favorable change in employment status such as a promotion or an increase in pay.

In the Court of Common Pleas of Adams County, Pennsylvania, Civil, No. 11-S-108, PWI INCORPORATED VS. CHARLES W. DENMON.

Donald B. Hoyt, Esq., for Plaintiff

Joseph C. Korsak, Esq., for Defendant

Campbell, J., July 12, 2011

OPINION AND ORDER

Before this Court is Plaintiff, PWI Incorporated's ("PWI"), Motion for Preliminary Injunction. PWI alleges that it is entitled to a preliminary injunction against Defendant, Charles W. Denmon ("Denmon"), based on Denmon's alleged breach of a non-compete agreement with PWI.

PROCEDURAL HISTORY

On March 7, 2011, PWI filed an Amended Complaint¹ against Denmon, a former employee, and, on April 25, 2011, PWI filed a motion seeking the issuance of a preliminary injunction enjoining Denmon from working for Spigler Petroleum, allegedly in violation of a non-compete agreement he entered into with PWI. On June 8, 2011, PWI filed its Brief in Support of its Motion for Preliminary Injunction. On June 21, 2011, Denmon filed his Brief in Opposition

¹ Plaintiff filed its Complaint against Defendant on January 24, 2011. Defendant filed Preliminary Objections to Plaintiff's Complaint on February 8, 2011. In response, Plaintiff filed an Amended Complaint on March 7, 2011.

to PWI's Motion for Preliminary Injunction. Hearing and oral argument occurred on June 28, 2011. Denmon submitted a Supplemental Brief in Opposition to PWI's Motion for Preliminary Injunction on June 28, 2011. PWI submitted a supplemental letter regarding its position on June 30, 2011.

FINDINGS OF FACT

1. Plaintiff, PWI, is a Pennsylvania corporation with business offices located at 211 Lincolnway West, P.O. Box 67, New Oxford, Adams County, Pennsylvania. PWI also has branch offices located in Pittsburgh, Pennsylvania; King of Prussia, Pennsylvania; Lancaster, Pennsylvania; and Boonsboro, Maryland.
2. PWI is engaged in the business of retail petroleum dispensing including the construction, design, and sales of petroleum equipment.
3. Defendant, Charles W. Denmon, is an adult individual who previously was employed as a sole proprietor of a petroleum dispensing company in Winchester, Virginia.
4. J. Benjamin Heiber has been employed as the Operations Manager for PWI for approximately 11 years.
5. In September 2009, Heiber began discussions with Denmon regarding Denmon's potential employment as a Service Technician with PWI.
6. During these discussions, Heiber and Denmon discussed the terms of Denmon's employment including potential service of the Winchester, Virginia area and the certifications and trainings that Denmon needed for employment. The parties also engaged in discussions about Denmon selling his assets from his company, including a van and equipment, to PWI.
7. The parties also orally discussed a non-compete agreement. Mr. Heiber indicated that all PWI employees sign a non-compete agreement, but Denmon indicated that he did not wish to sign a non-compete agreement.
8. On October 12, 2009, Denmon signed and returned employment documents to PWI including an acknowledgment of the employee safety manual, cafeteria plan enrollment form, an acknowledgment of workers' compensation rights and benefits, a direct deposit enrollment form, an I-9 employment

- eligibility verification form, and a W-4 federal income tax withholding form. However, a non-compete agreement was not signed and returned by Denmon.
9. Denmon began employment with PWI on November 1, 2009. When Denmon began his employment on this date, he had not signed a non-compete agreement.
 10. On November 30, 2009, after working at PWI for a month, Heiber contacted Denmon again regarding the unsigned non-compete agreement, and Denmon then signed the non-compete agreement. The agreement was also signed by PWI's President, J. Stephen Heiber.
 11. Paragraph Five (5) of the non-compete agreement contained the following language:

I further agree that during the course of my employment or after the termination of my employment with the Company, whether or such termination is voluntary on my part, I will not engage in competition with the Company as to the Company's clients. That is, during the course of my employment, I will not solicit or divert any business from the Company. After my termination I will not provide or offer to provide services, products, or data, similar to that provided by the Company to clients of the company for a period of one year from the date on which my employment with the Company was terminated within a one-hundred mile radius of the main office located in New Oxford, Pennsylvania, and/or any branch office operated by PWI Incorporated.
 12. While Denmon was employed at PWI, he attended numerous trainings and seminars throughout the country, which were all paid for by PWI. PWI approximated that it spent \$20,000.00 on said trainings and seminars for Denmon.
 13. On December 22, 2010, Denmon left employment at PWI.
 14. On or about January 3, 2011, Denmon began working for Spigler Petroleum in Hagerstown, Maryland.
 15. Spigler Petroleum is a competitor of PWI and is located within 100 miles of PWI's Sales Office in Boonsboro, Maryland.
 16. Spigler and PWI have clients in common.

17. PWI only identified one client, Penske Truck Leasing, as being exclusive to PWI.
18. Denmon does not have and was not provided a list of PWI's clients.
19. Based on Paragraph Five (5) of the non-compete agreement, PWI contends that Denmon has violated the non-compete agreement by working for one of its competitors.
20. PWI did not articulate names of its clients that Denmon has allegedly contacted during his employment at Spigler.

STANDARD OF REVIEW

A court may grant a preliminary injunction only where the moving party establishes the following elements:

1. the relief is necessary to prevent irreparable harm to the movant;
2. the injunction would restore the parties to the status quo as it existed before the alleged wrongful act;
3. greater injury would result from a refusal to grant the injunction than granting the injunction; and
4. the movant's right to relief is clear.

Oliviero v. Diven, 908 A.2d 933, 937 (Pa. Cmwlth. 2006).

To establish a clear right to relief, the moving party must show that it has a reasonable likelihood of success on the merits. *Id.*

In the employment context, a covenant not to compete is a restrictive covenant relied upon by employers to protect their business interests. *J.C. Ehrlich Co. v. Martin*, 979 A.2d 862, 864 (Pa. Super. 2009). Specifically, a covenant not to compete precludes a former employee from competing with his employer for a specified period of time and within a specific geographic region. *Hess v. Gebhard & Co.*, 808 A.2d 912, 917 (Pa. 2002). However, non-compete agreements are not favored in Pennsylvania as they have been viewed as a trade restraint that prevents a former employee from earning a living. *Id.* Therefore, covenants not to compete are strictly construed against an employer. *All-Pak, Inc. v. Johnston*, 694 A.2d 347, 351 (Pa. Super. 1997). In Pennsylvania, non-compete agreements are enforceable if the following elements are met:

1. the restrictive covenant is incident to an employment relationship to the parties;
2. the restrictions imposed by the covenant are reasonably necessary for the protection of the employer; and
3. the restrictions imposed are reasonably limited in duration and geographic scope.

J.C. Ehrlich Co., 979 A.2d at 864.

Regarding the first element, the restrictive covenant must be incident to an employment relationship and supported by adequate consideration. *Modern Laundry & Dry Cleaning Co. v. Farrer*, 536 A.2d 409, 411 (Pa. Super. 1988). When an employee enters into a non-compete agreement subsequent to commencement of his employment, the restrictive covenant must be supported by new consideration to be enforceable. *George W. Kistler, Inc. v. O'Brien*, 347 A.2d 311, 316 (Pa. 1975); *Maintenance Specialties, Inc. v. Gottus*, 314 A.2d 279, 280-81 (Pa. 1974). New consideration must be in the form of a corresponding benefit or a favorable change in employment status such as a promotion or an increase in pay. *Ruffing v. 84 Lumber Co.*, 600 A.2d 545, 548 (Pa. Super. 1991).

Instantly, PWI has failed to prove several of the necessary elements to be granted a preliminary injunction. First, PWI has failed to prove irreparable harm, as the non-compete agreement does not prohibit the conduct that PWI has alleged as a breach of the non-compete agreement. Specifically, PWI relies on Paragraph Five (5) of the non-compete agreement as stated above. However, the language of Paragraph Five (5) does not prohibit Denmon from working for a competitor of PWI; rather, it prevents Denmon from soliciting or providing services to PWI's clients. PWI was unable to identify any clients that Denmon has specifically contacted regarding his services with Spigler Petroleum. PWI also failed to identify any of its customers that Denmon provided services to as an employee of Spigler. There was no evidence that Denmon revealed any of PWI's confidential or proprietary information to Spigler or any customers. Rather, PWI merely alleges that Denmon is in violation of the non-compete agreement simply because he is working for one of its competitors, Spigler Petroleum. Strictly construing the language of the non-compete agreement against PWI, the employer, it is clear that the agreement does not prohibit Denmon from working for a

competitor of PWI. If PWI intended such a prohibition, clear language evincing such an intent could have been easily included in the non-compete agreement. Therefore, PWI has failed to show harm, let alone irreparable harm.

Additionally, PWI's right to relief is less than clear, as it has not shown a likelihood of success on the merits. As previously stated, PWI must prove three (3) elements for a non-compete agreement to be enforceable. *See J.C. Ehrlich Co.*, 979 A.2d at 864. First, PWI failed to show that the non-compete agreement was incidental to an employment relationship with the parties. Specifically, the non-compete agreement was executed by Denmon on November 20, 2009, approximately 29 days after his employment with PWI began on November 1, 2009. There was no evidence presented that the execution of the non-compete agreement was supported by any form of new consideration, and, therefore, the non-compete agreement was not supported by adequate consideration. As such, there was no evidence that the non-compete agreement was executed incidental to Denmon's employment.

PWI also has failed to show that the non-compete agreement is reasonable in its geographic scope. As written, the non-compete agreement prohibits Denmon from working within 100 miles of PWI's main office in New Oxford, Pennsylvania as well as any of its four (4) branch offices located in Pittsburgh, Pennsylvania; King of Prussia, Pennsylvania; Lancaster, Pennsylvania; and Boonsboro, Maryland. This restriction is overly broad, as it extends from Ohio to New York and essentially covers most of Pennsylvania and Maryland. Certainly a non-compete this expansive would prevent Denmon from making a living in an exceptionally large geographic region. Therefore, the scope of the restrictive covenant is unreasonable in the instant case.

In conclusion, PWI has not met the requisite elements for a preliminary injunction. Accordingly, the following Order is entered.

AND NOW, this 12th day of July 2011, upon consideration of the complaint and motion of Plaintiff, PWI Incorporated, argument on the motion heard on June 28, 2011, and the briefs of the respective parties, Plaintiff's Motion for Preliminary Injunction is **DENIED**. Hearing on Plaintiff's Motion for Permanent Injunction will be scheduled at the call of either party.

ESTATE NOTICES

NOTICE IS HEREBY GIVEN that in the estates of the decedents set forth below the Register of Wills has granted letters, testamentary or of administration, to the persons named. All persons having claims or demands against said estates are requested to make known the same, and all persons indebted to said estates are requested to make payment without delay to the executors or administrators or their attorneys named below.

FIRST PUBLICATION**ESTATE OF WILMA H. BELKNAP, DEC'D**

Late of Franklin Township, Adams County, Pennsylvania

Executrix: Linda B. Lenz, c/o Jared S. Childers, Esq., R. Thomas Murphy & Assoc., P.C., 2005 East Main Street, Waynesboro, PA 17268

Attorney: Jared S. Childers, Esq., R. Thomas Murphy & Assoc., P.C., 2005 East Main Street, Waynesboro, PA 17268

ESTATE OF BEATRICE G. CAREY, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Dean E. Carey, Jr., 845 Church Road, Orrtanna, PA 17353; Peggy Ann Diehl, 1708 Coon Road, Aspers, PA 17304

Attorney: David K. James, III, Esq., 234 Baltimore St., Gettysburg, PA 17325

ESTATE OF SONIA M. CRAWN, DEC'D

Late of Hamilton Township, Adams County, Pennsylvania

Administrator: Lora R. Staub, 416 Company Farm Road, Aspers, PA 17304

Attorney: Puhl, Eastman & Thrasher, 220 Baltimore Street, Gettysburg, PA 17325

ESTATE OF LILLIAN S. JACKSON, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Executrices: Sheryl Lee Jackson, 90 Red Oak Lane, Gettysburg, PA 17325; Sally Jackson Schultz, 958 Mummasburg Road, Gettysburg, PA 17325

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

SECOND PUBLICATION**ESTATE OF BETTY G. DEGROFT, DEC'D**

Late of Germany Township, Adams County, Pennsylvania

Bruce L. Scattergood, 711 Brookshire Drive, Davenport, FL 33837; James E. DeGroft, Jr., 70 Teeter Road, Littlestown, PA 17340

Attorney: David K. James, III, Esq., 234 Baltimore Street, Gettysburg, PA 17325

ESTATE OF RUTH L. FLESNER, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Executor: David E. Flesner, 347 W. High Street, Gettysburg, PA 17325

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

ESTATE OF EMMA C. HARNER, DEC'D

Late of Straban Township, Adams County, Pennsylvania

Charlene C. Harner, 834 Old Taxville Road, York, PA 17404

Attorney: David K. James, III, Esq., 234 Baltimore St., Gettysburg, PA 17325

ESTATE OF ROMAINE I. KENNEDY, DEC'D

Late of Huntington Township, Adams County, Pennsylvania

Executors: Lorraine E. Chronister, 170 White Oak Tree Road, York Springs, PA 17372; William B. Kennedy, 16 Barlow Drive, East Berlin, PA 17316; Wendall H. Kennedy, 885 Bushey School Road, York Springs, PA 17372; Vivian K. Schoffstall, 268 White Oak Tree Road, York Springs, PA 17372

Attorney: Donald W. Dorr, Esq., 846 Broadway, Hanover, PA 17331

ESTATE OF RAYMOND B. LIVELSBERGER, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Executor: Anthony R. Livelsberger, c/o James T. Yingst, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331

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

ESTATE OF HELEN M. NEWMAN, DEC'D

Late of Cumberland Township, Adams County, Pennsylvania

Executrices: Nancy R. Newman, 124 Meade Drive, Gettysburg, PA 17325; Janis Lee Newman, 315 Benning Avenue, Gettysburg, PA 17325

Attorney: Puhl, Eastman & Thrasher, 220 Baltimore Street, Gettysburg, PA 17325

ESTATE OF OMER PATRICK RICKRODE, DEC'D

Late of Conewago Township, Adams County, Pennsylvania

Personal Representative: Stephen Rickrode, 410 Fish & Game Road, New Oxford, PA 17350

Attorney: Christopher Restak, Esq., 213 Carlisle Street, Hanover, PA 17331

ESTATE OF JAMES H. WEEKS, DEC'D

Late of Berwick Township, Adams County, Pennsylvania

Administratrix: Veronica A. Miller, c/o D.J. Hart, Esq., Guthrie, Nonemaker, Yingst & Hart, LLP, 40 York Street, Hanover, PA 17331

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

ESTATE OF DOROTHY E. WRIGHT, DEC'D

Late of the Borough of Fairfield, Adams County, Pennsylvania

Executrix: Holly Kuykendall, 16 Main Trail, Fairfield, PA 17320

Attorney: Puhl, Eastman & Thrasher, 220 Baltimore Street, Gettysburg, PA 17325

THIRD PUBLICATION**ESTATE OF ALFORD L. SHULL, DEC'D**

Late of the Borough of York Springs, Adams County, Pennsylvania

Executor: Alford L. Shull, Jr., 273 Baywood Avenue, Pittsburgh, PA 15228

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

SHERIFF SALES

IN PURSUANCE of writs of execution issuing out of the Court of Common Pleas of Adams County, Pennsylvania, and to me directed, will be exposed to Public Sale on FRIDAY, the 20th day of January 2012, at 10:00 o'clock in the forenoon at the Sheriff's Office located in the Adams County Courthouse, 111 Baltimore Street, Gettysburg, Adams County, PA, the following real estate, viz.:

Writ of Execution No.:
2011-SU-0001036
Property Address: 35 Mountain View Trail, Fairfield, PA 17320-8213
Parcel No.: 43-017-0055
Municipality: Carroll Valley
Improvements: Residential Dwelling
Defendants: Jean M. Arena
Attorneys for Plaintiff: Christopher E. Rice, Esq. 717-243-3341

Writ of Execution No.:
2010-NO-0000715
Property Address: 69 Hunterstown-Hampton Road, Gettysburg, PA 17325
Parcel No.: 21-74
Municipality: Straban
Improvements: Residential Dwelling
Defendants: James E. Deardorff & Lisa Deardorff
Attorneys for Plaintiff: John R. White, Esq., 717-334-9278

Writ of Execution No.:
2009-SU-0001545
Property Address: 4 Brooke Court, Gettysburg, PA 17325
Parcel No.: 30, F18-82
Municipality: Mount Joy
Improvements: Residential Dwelling
Defendants: Raymond E. Cleary & Lucie S. Cleary
Attorneys for Plaintiff: Chandra M. Arkema, Esq., 856-596-8900

Writ of Execution No.:
2010-SU-0000720
Property Address: 326 Old Westminster Road, Hanover, PA 17331
Parcel No.: 41-U8-34
Municipality: Union
Improvements: Residential Dwelling
Defendants: Denene L. Roberts & Richard L. Roberts
Attorneys for Plaintiff: Marc S. Weisberg, Esq., 215-790-1010

Writ of Execution No.:
2011-SU-0000317
Property Address: 757 Gablers Road, Gardners, PA 17324
Parcel No.: 29-F404-0047A-000
Municipality: Menallen
Improvements: Residential Dwelling
Defendants: Timothy L. Wilkinson & Christine M. Wilkinson
Attorneys for Plaintiff: Thomas Puleo, Esq., 215-627-1322

Writ of Execution No.:
2011-SU-0001099
Property Address: 3590 Fairfield Road, Gettysburg, PA 17325
Parcel No.: 20D14-0069---000
Municipality: Highland
Improvements: Residential Dwelling
Defendants: William C. Becker, Jr. & Lavina V. Becker a/k/a Vonnie Becker
Attorneys for Plaintiff: Gregory Javardian, Esq., 215-942-9690

Writ of Execution No.:
2011-SU-0001085
Property Address: 122 Park Street, East Berlin, PA 17316
Parcel No.: 10004-0135-000
Municipality: East Berlin
Improvements: Residential Dwelling
Defendants: Kathy L. Pentz
Attorneys for Plaintiff: Marc S. Weisberg, Esq., 215-790-1010

Writ of Execution No.:
2011-SU-0000567
Property Address: 304 Drummer Drive, New Oxford, PA 17350
Parcel No.: 35001-0024---000
Municipality: Oxford
Improvements: A home is constructed on the property.
Defendants: Peter Michael Sneeringer, Tracy M. Kennedy, Tracy Marie Sneeringer
Attorneys for Plaintiff: Gary E. Hartman, Esq., 717-334-3105

Writ of Execution No.:
2010-SU-0001107
Property Address: 97 S. Gala, Littlestown, PA 17340
Parcel No.: (27) 004-0096
Municipality: Littlestown
Improvements: Having erected thereon a dwelling
Defendants: Dustin Drew Hartlaub & Heather Marie Hartlaub
Attorneys for Plaintiff: Louis P. Vitti, Esq., 412-281-1725

Writ of Execution No.:
2008-SU-0001304
Property Address: 58 Highland Drive, Hanover, PA 17331
Parcel No.: 41, K17-138
Municipality: Union
Improvements: Detached, Two Story Single Family Residential Dwelling
Defendants: Steven Rouse, Theresa Rouse and the United States of America
Attorneys for Plaintiff: Barbara A. Fein, Esq., 215-653-7450

Writ of Execution No.:
2010-SU-0000272
Property Address: 32 Pemberton Drive, East Berlin, PA 17316-9318
Parcel No.: 36111-0052---000
Municipality: Reading
Improvements: Residential Dwelling
Defendants: Jamie L. Nelson & Heather J. Nelson
Attorneys for Plaintiff: Allison F. Wells, Esq., 215-563-7000

Writ of Execution No.:
2011-SU-0000681
Property Address: 25 Hemlock Drive, Hanover, PA 17331
Parcel No.: 08, 08023, 0114
Municipality: Conewago
Improvements: Residential Dwelling
Defendants: Deborah K. Wachter
Attorneys for Plaintiff: Richard E. Thrasher, Esq., 717-334-2159

Writ of Execution No.:
2011-SU-0000698
Property Address: Lot 458, Lake Meade Subdivision a/k/a 14 Hancock Drive, East Berlin, PA 17316
Parcel No.: 102-0061-000
Municipality: Reading
Improvements: Residential Dwelling
Defendants: Kevin A. Bucher
Attorneys for Plaintiff: Terrence J. McCabe, Esq., 215-790-1010

Writ of Execution No.:
2009-SU-0001132
Property Address: 1975 Carrolls Tract Road, Orrtanna, PA 17353
Parcel No.: C12-0051B
Municipality: Highland
Improvements: Residential Dwelling
Defendants: Joann R. Garcia & Rolf Garcia
Attorneys for Plaintiff: Patrick J. Wesner, Esq., 856-482-1400

Notice directed to all parties in interest and claimants that a schedule of distribution will be filed by the Sheriff in his office no later than thirty (30) days after the date of sale and that distribution will be made in accordance with that schedule unless exceptions are filed thereto within ten (10) days thereafter. Purchaser must settle for property on or before filing date. ALL claims to property must be filed with Sheriff before sale date.

AS SOON AS THE PROPERTY IS DECLARED SOLD TO THE HIGHEST BIDDER, 20% OF THE PURCHASE PRICE OR ALL OF THE COST, WHICHEVER MAY BE THE HIGHER, SHALL BE PAID FORTHWITH TO THE SHERIFF.

James Muller
Sheriff of Adams County

<http://www.sheriffadamscounty.com/sheriffsales.html>

12/9, 16 & 22