

*Erie
County
Legal
Journal*

March 16, 2012

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Musarra v. Anderson

Erie County Legal Journal

*Reporting Decisions of the Courts of Erie County
The Sixth Judicial District of Pennsylvania*

Managing Editor: Heidi M. Weismiller

PLEASE NOTE: NOTICES MUST BE RECEIVED AT THE ERIE COUNTY BAR ASSOCIATION OFFICE BY 3:00 P.M. THE FRIDAY PRECEDING THE DATE OF PUBLICATION.

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INDEX

OPINION	4
COURT OF COMMON PLEAS	
Action to Quiet Title	10
Change of Name Notice	10
Fictitious Name Notices	11
Incorporation Notices	11
Legal Notices	11
ORPHANS' COURT	
Audit List	16
Estate Notices	17
CHANGES IN CONTACT INFORMATION FOR ECBA MEMBERS	22

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Erie County Bar Association

Calendar of Events and Seminars

MONDAY, MARCH 19, 2012

Drafting & Modifying Residential Agreements of Sale

PBI Groupcast Seminar

Erie County Bar Association

12:30 p.m. – 3:45 p.m. (12:00 p.m. reg.)

Lunch is Included

\$254 (member) \$224 (admitted after 1/1/08)

\$274 (nonmember)

Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee:

\$229 (member) \$199 (admitted after 1/1/08) \$249 (nonmember)

3 hours substantive

WEDNESDAY, MARCH 21, 2012

Fee Agreements

ECBA Live Lunch-n-Learn

Bayfront Convention Center

12:15 p.m. - 1:15 p.m. (11:45 a.m. lunch & reg.)

\$32 (ECBA member/non-attorney staff)

\$48 (nonmember) \$22 (Judge)

1 hour ethics

FRIDAY, MARCH 23, 2012

Medical Ethics in Your Community

ECBA Live Seminar

Ambassador Center (behind the Courtyard Marriott)

8:30 a.m. - 3:15 p.m. (8:00 a.m. reg. and breakfast)

\$175 (ECBA member/non-attorney staff)

\$265 (non-member) \$123 (member Judge)

5.5 hours ethics

FRIDAY, MARCH 23, 2012

Vehicle Stops & Searches in Pennsylvania

PBI Groupcast Seminar

Erie County Bar Association

9:00 a.m. – 12:15 p.m. (8:30 a.m. reg.)

\$224 (member) \$204 (admitted after 1/1/08)

\$244 (nonmember)

Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee:

\$199 (member) \$179 (admitted after 1/1/08) \$219 (nonmember)

3 hours substantive

WEDNESDAY, MARCH 28, 2012

Paternity Changes Coming: An Analysis of K.E.M. v. P.C.S.

ECBA Lunch-n-Learn

The Erie Club

12:15 p.m. – 1:15 p.m. (11:45 a.m. reg.)

\$32 (ECBA member/non-attorney staff)

\$48 (nonmember) \$22 (Judge)

1 hour substantive

WEDNESDAY, MARCH 28, 2012

25th Annual Civil Litigation Update

PBI Groupcast Seminar

Bayfront Convention Center

9:00 a.m. – 4:30 p.m. (8:30 a.m. reg.)

Lunch is Included

\$304 (member) \$284 (admitted after 1/1/08)

\$324 (nonmember)

Early Registration - If you register more than 2 days before this presentation you will qualify for this Early Registration Fee:

\$279 (member) \$259 (admitted after 1/1/08) \$299 (nonmember)

5 hours substantive / 1 hour ethics

2012 BOARD OF DIRECTORS

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MELANIE S. MUSARRA, Plaintiff
v.
WILLIAM J. ANDERSON, Defendant

FAMILY LAW / DIVORCE / AGREEMENT BETWEEN THE PARTIES

An oral agreement by the parties placed on the court record is enforceable when the parties give their unequivocal assent to the terms.

FAMILY LAW / DIVORCE / AGREEMENT BETWEEN PARTIES

Even if a written agreement is contemplated at the time an oral agreement is placed on the record, it is not required to bind the parties when assent is given to the oral agreement.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY,
 PENNSYLVANIA CIVIL DIVISION No. 13614-2007

Appearances: Stanley G. Berlin, Esq., on behalf of the Plaintiff
 Melissa Hayes Shirey, Esq., on behalf of the Defendant

MEMORANDUM OPINION

Brabender, J., January 5, 2012

This matter is before the Court on the Defendant's Motion for Special Relief to Enforce Settlement and for Entry of Decree of Divorce. The Defendant seeks an Order finding the economic issues of the parties were resolved by oral agreement and/or a written agreement executed by Defendant. Defendant also seeks the entry of a Divorce Decree pursuant to Section 3301(d) of the Divorce Code. The Plaintiff asserts the economic issues of the parties have not been resolved, but otherwise does not object to the entry of a Divorce Decree. Following a hearing held December 29, 2011, the Court finds the parties entered into an enforceable oral marital settlement agreement on December 11, 2007 before the Honorable Michael E. Dunlavey and may praecipe for entry of a Divorce Decree.

FACTUAL AND PROCEDURAL BACKGROUND

The Plaintiff, Melanie S. Musarra, filed 8 Complaint in Divorce under Sections 3301 (c) and (d) of the Divorce Code on August 23, 2007.

On December 11, 2007, a support *de novo* hearing was held before the Honorable Michael E. Dunlavey on the Plaintiff's support complaint. The Plaintiff appeared and was represented by counsel. The Defendant, William J. Anderson, appeared, *pro se*. Plaintiff's counsel advised the Court the parties had "resolved a lot of issues, including the support issue." *Tr. 12/11/07, p. 2; Defendant's Exhibit No. 1*. Defendant confirmed this. *Tr. 12/11/07, p. 2*. In lieu of proceeding with a hearing, Plaintiff's counsel placed on the record the essential terms of a marital settlement agreement reached by the parties, and the parties' agreement

concerning support. *Tr. 12/11/07, pp. 2-3*. Plaintiff's counsel advised the Court as follows:

MR. BERLIN: Your Honor, *in an attempt to resolve all of the economic issues related to this case, the parties have agreed as follows*: The real estate currently located at 806 Fair Avenue, which is in joint name, will be transferred by means of a quit claim deed of Mr. Anderson to Ms. Musarra. She will be assuming all responsibility for all liens, including the mortgage and taxes and other obligations related to the house.

THE COURT: As of the date of the transfer?

MR. BERLIN: As of today.

THE COURT: As of--?

MR. BERLIN: As of today. Everything that is against the house as of this moment she will be assuming.

THE COURT: Okay.

MR. BERLIN: And in return Ms. Musarra is going to give up all right, title and interest, and waive all right, title and interest, to Mr. Anderson's profit sharing or I think it's a pension plan that has a comparable value; plus he's going to pay Ms. Musarra \$3,000 that she's going to utilize to pay some current debt.

And finally, there's an automobile that Mr. Anderson drives, Mr. Anderson did, but is in Ms. Musarra's name. Ms. Musarra is going to transfer that automobile, the title to it, to Mr. Anderson and Mr. Anderson will see to it that it is refinanced solely in his name thereby releasing Miss Musarra from any obligation.

The support will stay as it currently is until the divorce, at which time the support will cease and there will be no alimony going one way or the other.

And we will, of course, drop the current hearing that we've scheduled for today.

Tr. 12/11/07, pp. 2-3 (emphasis added).

Thereafter, the following exchange occurred:

THE COURT: All right, that sounds like a good resolution for both parties, both accept it?

MS. MUSARRA: Yes.

MR. ANDERSON: Yes sir.

MR. BERLIN: I'll prepare an agreement. Mr. Anderson said he will sign it and we'll file for the divorce.

THE COURT: All right. Cooperate with each other and get it done.

MR. ANDERSON: Thank you.

(Hearing concluded)

Tr. 12/11/07, pp. 3-4.

Following the hearing, the Court entered an Order directing Plaintiff's counsel "to prepare an agreement (sic) stipulated by both parties," *Court Order dated December 11, 2007, Erie Co. Docket No. NS200701573; Defendant's Exhibit No. 2.*

On January 3, 2008, Plaintiff's counsel sent the parties a proposed Marriage Settlement Agreement, accompanied by a cover letter which referred to the agreement as a "first draft." In the letter, Plaintiff's counsel asked the parties to contact him if any changes were necessary and, if the agreement was acceptable, to schedule an appointment in early January to sign final divorce documents for filing with the court, *Answer to Motion for Special Relief, Exhibits "A" and "B"*. The terms placed on the record on December 11, 2007 were included in the written agreement prepared by Plaintiff's counsel.

On January 16, 2008, Defendant executed the Marriage Settlement Agreement prepared by Plaintiff's counsel. Plaintiff's counsel witnessed Defendant's signature. Plaintiff's counsel executed an Attorney's Certification as Plaintiff's counsel which reads as follows:

The undersigned hereby certifies that he is an attorney at law, duly licensed and admitted to practice in the Commonwealth of Pennsylvania; that he has been employed by Melanie S. Musarra, a party to this Agreement, and that he has advised such party with respect to this Agreement and explained to such party the meaning and legal effect of it; and that such party has acknowledged a full and complete understanding of the said Agreement and its legal consequences, and has freely and voluntarily executed the Agreement in my presence. The undersigned has no reason to believe that the party did not freely and voluntarily execute the said Agreement.

Defendant's Motion for Special Relief, Exhibit "A". However, the document which bears Defendant's signature and the Attorney's Certification was not signed by Plaintiff.

On January 18, 2008, Plaintiff's counsel wrote to Defendant, advising "that Ms. Musarra has now contacted me and advised me that she does

not accept the terms of the Agreement which I prepared for both of you to consider," Plaintiff's counsel stated "Apparently she has some concerns about your actions and the safeguards that you will comply with the terms us well as the amount of debt which she would be assuming. *Answer to Motion for Special Relief, Exhibit "C"*.

Defendant subsequently hired a lawyer.

On October 4, 2010, Defendant's counsel wrote to Plaintiff's counsel requesting a fully executed copy of the marital settlement agreement and Plaintiff's Affidavit of Consent/Waiver of Notice. *Defendant's Motion for Special Relief Exhibit "B"*.

On April 20, 2011, Defendant filed an Affidavit under Section 3301 (d) of the Divorce Code acknowledging the marriage was irretrievably broken.

On May 9, 2011, Plaintiff tiled a Counteraffidavit Under Section 3301(d) of the Divorce Code, advising she opposed entry of a divorce decree due to equitable distribution issues and wished to claim economic relief.

On November 9, 2011, Defendant filed the instant Motion for Special Relief to Enforce Settlement and for Entry of Decree of Divorce.

On December 20, 2011, Plaintiff filed an Answer to Motion for Special Relief to Enforce Settlement and for Entry of Decree of Divorce.

Defendant continues to pay support to Plaintiff.

At the hearing on December 29, 2011, Plaintiff's counsel asserted Plaintiff did not believe the parties reached an agreement on December 11 2007 resolving the economic issues. Also, Plaintiff's counsel asserted the statements placed on the record on December 11, 2007 occurred during a support proceeding. Plaintiff's counsel asserted the Marriage Settlement Agreement executed by Defendant on January 16, 2008, was merely a draft or a proposal for the parties' consideration. Plaintiff asserted she was unaware until some later point in time the amount of debt she was left with and the agreement did not take this into consideration. Plaintiff also asserted the Defendant failed to refinance the vehicle by the time Plaintiff's counsel sent the Agreement to her for signature.

Plaintiff's counsel advised Plaintiff does not object to a divorce decree being entered pursuant to Section 3301(d). Plaintiff, however, does not believe the economic issues between the parties have been resolved. Accordingly, Plaintiff asserts a divorce should not be granted until the economic issues are resolved. The unresolved economic issues identified by Plaintiff are Plaintiff's unawareness of certain debt as of an unspecified time and the fact the motor vehicle was not refinanced when Plaintiff was asked to sign the Marriage Settlement Agreement.

DISCUSSION

The parties entered into a binding of a marital settlement agreement on December 11, 2007.

A property settlement agreement is enforceable by utilizing the same rules of law used in determining the validity of contracts. It is established law in this Commonwealth that parties may bind themselves contractually prior to the execution of a written document through mutual manifestations of assent, even where a later formal document is contemplated. The intent of the parties to be bound is a question of fact which must be determined by the factfinder.

Luber v. Luber, 614 A.2d 771, 773 (Pa.Super. 1992)(internal citations omitted)

The terms placed on the record during proceedings before Judge Dunlavey were clear.

It was Plaintiff's counsel who stated the parties had "resolved a lot of issues" and placed on the record the essential terms the parties agreed to "in an attempt to resolve all of the economic issues related to this case." The vast majority of terms placed on the record concerned economic issues pertaining to the divorce and were not limited to the issue of support. "There is a long held presumption in the law that what an attorney does in the course of his business is presumed to be by the authority of his client," *Himelright v. Himelright*, 22 Pa. D. & C.4th 483, 488 (1994).

At no time has either party or counsel indicated the terms placed on the record before Judge Dunlavey were other than the essential terms envisioned for the marital settlement enforcement between the parties. Without stating more, Plaintiff generally asserts she was unaware of the extent of the debt she was left with under the parties' agreement. However, Plaintiff's acceptance of the terms placed on the record by her counsel was unequivocal. No contingencies or conditions precedent were stated or requested.

The parties placed on the record their unequivocal assent to the terms as recited by Plaintiff's counsel.

A later formal document memorializing the terms of the agreement placed on the record on December 11, 2007 was contemplated. A Marriage Settlement Agreement prepared by Plaintiff's counsel pursuant to the Court's directive on December 11, 2007 was, in fact, subsequently executed by Defendant. However, a written agreement was not required to bind the parties to the oral contract entered into on December 11, 2007.

CONCLUSION

The Court finds the parties entered into an enforceable oral marital settlement agreement on December 11, 2007 before the Honorable Michael E. Dunlavey.

ORDER

AND NOW, to-wit, this 5th day of January, 2012, upon consideration of Defendant's Motion for Special Relief to Enforce Settlement and for Entry of Decree of Divorce, the Court hereby finds the parties entered into an enforceable oral marital settlement agreement on December 11, 2007 before the Honorable Michael E. Dunlavey.

BY THE COURT:

/s/ **Daniel J. Brabender, Jr., Judge**

ACTION TO QUIET TITLE

In the Court of Common Pleas of Erie County, Pennsylvania
Docket No. 11533 - 2007

Redevelopment Authority of the City of Erie, Plaintiff

v.

Ron Walter, Kathryn J. Pierce, Katherine J. Pierce, Sophie Y. Bensusar and Thomas F. Bensusar, her husband, Stella Stepp, Enoch Rutledge and Anna Rutledge, his wife, the Estate of Louis A. Shade, John Doe Sankar, the husband of Carol Sankar, John Doe Nelson, the husband of Mary Lee Nelson, the Estate of Lizzie Dias, and the Estate of Lewis A. Shade, also known as Louis A. Shade,

Defendants

To: the following Defendants and their heirs, successors, and assigns: Kathryn J. Pierce; Enoch Rutledge and Anna Rutledge, his wife; John Doe Nelson, the husband of Mary Lee Nelson

A CIVIL COMPLAINT, FILED IN THE COURT OF COMMON PLEAS AT THE ABOVE TERM AND NUMBER, ALLEGES THAT: Plaintiff, Redevelopment Authority of the City of Erie, has superior title to Defendants, Kathryn J. Pierce, Enoch Rutledge and Anna Rutledge, his wife, and John Doe Nelson, the husband of Mary Lee Nelson, regarding certain pieces and parcels of land located in the City of Erie, County of Erie, and State of Pennsylvania, and the said Complaint requests that the Court issue an Order stating that the Plaintiff is the legal owner of the complete fee simple interest in the said pieces or parcels of land, and that the said Defendants and their heirs, executors, administrators, successors and/or assigns be forever barred from asserting any right, lien, title, or interest in the said pieces or parcels of land described as follows: All that certain piece or parcel of land situate in the City of Erie, County of Erie, and State of Pennsylvania, bounded and described as follows, to-wit: BEGINNING at a point in the north line of Twenty-third Street, one hundred sixty-five (165) feet westerly from the intersection

of the north line of Twenty-third Street with the west line of Holland Street; thence northerly parallel with Holland Street, one hundred thirty-four (134) feet to an alley; thence easterly along the south line of said alley, forty-one feet three inches (41'3") to a point; thence southerly parallel with Holland Street, one hundred thirty-four (134) feet to the north line of Twenty-third Street, and thence westerly along the north line of Twenty-third Street forty-one feet three inches (41'3") to the place of beginning, having erected thereon a frame dwelling house known as 148 East 23rd Street, Erie, Pennsylvania.

EXCEPTING AND RESERVING therefrom a strip of land having a frontage of two (2) feet on the north side of Twenty-third Street and a depth of forty-two (42) feet, which strip of land was taken from the east side of the above premises.

Said parcel bearing Erie County Index No. (18) 5006-235.

AND

ALL that certain tract or lot of seated land located in the City of Erie, County of Erie, and State of Pennsylvania, and commonly known as County Index Number 18-50-5.0-101.00, having a lot size of Twenty-eight (28) feet by Seventy (70) feet and being more commonly known as 2116 Holland Street, Erie, Pa.

AND

ALL that certain piece or parcel of land situate in the City of Erie, County of Erie, and Commonwealth of Pennsylvania, having a lot size of twenty-seven and one-half (27½) feet by one-hundred twenty-four (124) feet and having erected thereon a two-story frame dwelling; and being more commonly known as 253 East 22nd Street, Erie, PA, and bearing Erie County Index No. 18-50-10-209.

NOTICE

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

by the Plaintiff. You may lose money or property or other rights important to you.

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

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral & Information Service
PO Box 1792
Erie, PA 16507
814/459-4411

Mon - Fri 8:30 a.m.-Noon;
1:15 p.m.-3:00 p.m.

The Court has ordered that Notice to this action may be given by publication so that the title to the property may be adjudicated.

John J. Shimek, III, Esq.
Sterrett Mott Breski & Shimek
1001 State Street, Suite 1400
Erie, PA 16501
(814) 461-7888
Attorneys for Plaintiff

Mar. 16

CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania
Docket No. 10565-12

In Re: Tyrone M. Williams

Notice is hereby given that a Petition was filed in the above named court requesting an order to change the name of Tyrone M. Williams to Monserrates Rodriguez III.

The Court has set the 29th day of March, 2012 at 8:45 a.m. in Courtroom I of the Erie County Court House, 140 W. 6th St., Erie, PA 16501, as the time and place for hearing on said petition, when and where all interested parties may appear and show cause, if any they have, why the prayer of the Petitioner should not be granted.

Mar. 16

FICTITIOUS NAME NOTICE

Pursuant to Act 295 of December 16, 1982 notice is hereby given of the intention to file with the Secretary of the Commonwealth of Pennsylvania a "Certificate of Carrying On or Conducting Business under an Assumed or Fictitious Name." Said Certificate contains the following information:

FICTITIOUS NAME NOTICE

1. Fictitious Name: Collier Automatic Vending
2. Address of principal place of business, including street and number: 63 W. Columbus Ave., Corry, PA 16407
3. The real name and address, including street and number, of the entity that is party to the registration: Collier Enterprises Inc., 65 W. Columbus Ave., Corry, PA 16407
4. An application for registration of a fictitious name under the Fictitious Names Act was filed with the Department of State on January 26, 2012.

Mar. 16

FICTITIOUS NAME NOTICE

Notice is hereby given that an Application for Registration of Fictitious Name was filed in the Commonwealth of Pennsylvania on December 22, 2011 for TruthInTranslation.com located at 107 Granada Drive, Edinboro, PA 16412. The name and address of each individual interested in the business is Daria Covert and Robert Jarvis, 107 Granada Drive, Edinboro, PA 16412. This was filed in accordance with 54 Pa.C.S. 311.

Mar. 16

INCORPORATION NOTICE

NOTICE is hereby given that M.T. CORWIN CONSTRUCTION CO. has been incorporated under the provisions of the Business Corporation Law of 1988, as amended.

David R. Devine, Esq.
201 Erie Street
Edinboro, PA 16412

Mar. 16

INCORPORATION NOTICE

NOTICE is hereby given that PRO FOOTBALL OF ERIE INC has been incorporated under the provisions of the Business Corporation Law of 1988, as amended.

David R. Devine, Esq.
201 Erie Street
Edinboro, PA 16412

Mar. 16

INCORPORATION NOTICE

Tan Your Can, Inc. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended.

Thomas J. Buseck, Esq.
The McDonald Group, L.L.P.
456 West Sixth Street
P.O. Box 1757
Erie, PA 16507-0757

Mar. 16

LEGAL NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania
No. 10643-12

TO: Charles Joseph Costa
DOB: 6-28-73, DL #: 23-272-826

You are scheduled for a hearing for a Motion of Involuntary Transfer of Vehicle Ownership for a 2000 Dodge Intrepid VIN #2B3HD46R8YH133943, (silver with red strip). The hearing has been scheduled for April 2, 2012 at 11:00 a.m. in Courtroom A of the Erie County Courthouse, 140 W. 6th Street, Erie, PA 16501.

Mar. 16

LEGAL NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania

KEITH N. SHADE, Plaintiff

v.

LEONARD D. and
DEBORAH J. WIENCZKOWSKI,
his wife, Defendants
Civil Action Law
No. 10259-2012

Notice

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 are 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 judgment 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, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

If you cannot afford to hire a lawyer, this office may be able to provide you with information about agencies that may offer legal services to eligible persons at a reduced fee or no fee.

LAWYER REFERRAL SERVICE

Erie County Bar Association
P. O. Box 1792
Erie, PA 16507
(814) 459-4411

Mar. 16

LEGAL NOTICE

MARSHAL'S SALE: By virtue of a Writ of Execution issued out of the U. S. Court for the W. D. of PA at the suit of the USA at Case No. 1:11-cv-00135, I shall expose to public sale the real property of Virginia L. Bauerle known as 156 High Street, Bradford, PA 16701, and more fully described in the Deed recorded in the McKean County Recorder of Deeds Office at Deed Book Volume 343, Page 811.

TIME AND LOCATION OF SALE: Monday, April 2, 2012 at 10:30 A.M. at the McKean County Courthouse, Front Steps, 500 West Main Street, Smethport, PA 16749

TERMS OF SALE: Successful bidder will pay ten percent (10%) by cashier's check, certified check or bank money order at the time of the sale and the remainder of the bid within thirty (30) days from the date of the sale and in the event bidder cannot pay the remainder,

the property will be resold and all monies paid in at the original sale will be applied to any deficiency in the price at which the property is resold. The successful bidder must send payment of the balance of the bid directly to the U.S. Marshal's Office c/o Ms. Sheila Blessing, Room 241, U.S. Post Office & Courthouse, Pittsburgh, PA 15219. Notice is hereby given that a Schedule of Distribution will be filed by the Marshal's Office on the thirtieth day after the date of sale, and that distribution will be made in accordance with the Schedule unless exemptions are filed thereto within ten (10) days thereafter. The successful bidder takes the real estate subject to, and shall pay all taxes, water rents, sewer charges, municipal claims, and other charges and liens not divested by the sale. Purchaser must furnish State Realty Transfer Tax Stamps, and stamps required by the local taxing authority. Purchaser shall furnish Marshal with Grantee information at the time of the sale. Marshal's costs, fees and commissions are to be borne by seller. Steve Frank, United States Marshal. For additional information visit www.resales.usda.gov or contact Ms. Cathy Diederich at 314-457-5514.

Mar. 2, 9, 16, 23

LEGAL NOTICE

MARSHAL'S SALE: By virtue of a Writ of Execution issued out of the U. S. Court for the W. D. of PA at suit of the USA at Civil No. 1:11-cv-00121, I shall expose to public sale the real property of Gary L. McGregor known as 101 Averill Street, Warren, PA 16365, which is fully described in the Deed dated February 21, 1990, recorded in the Warren County Recorder of Deeds Office at Deed Book Volume 289, Page 188.

TIME AND LOCATION OF SALE: Friday, March 30, 2012 at 10:30 A.M. in the Lobby, Warren County Sheriff's Office, 401 Mark Street, Warren, PA 16365.

TERMS OF SALE: Successful bidder will pay ten percent (10%) by cashier's check, certified check or bank money order at the time of the sale and the remainder of the bid within thirty (30) days from the date of the sale and in the event bidder cannot pay the remainder, the property will be resold and all monies paid in at the original sale will be applied to any deficiency in the price at which the property is resold. The successful bidder must send payment of the balance of the bid directly to the U.S. Marshal's Office c/o Ms. Sheila Blessing, Room 241, U.S. Post Office &

Courthouse, Pittsburgh, PA 15219. Notice is hereby given that a Schedule of Distribution will be filed by the Marshal's Office on the thirtieth day after the date of sale, and that distribution will be made in accordance with the Schedule unless exemptions are filed thereto within ten (10) days thereafter. The successful bidder takes the real estate subject to, and shall pay all taxes, water rents, sewer charges, municipal claims, and other charges and liens not divested by the sale. Purchaser must furnish State Realty Transfer Tax Stamps, and stamps required by the local taxing authority. Purchaser shall furnish Marshal with Grantee information at the time of the sale. Marshal's costs, fees and commissions are to be borne by seller. Steve Frank, United States Marshal. For additional information visit www.resales.usda.gov or contact Mr. Daniel Varland at 314-457-5489.

Feb. 24 and Mar. 2, 9, 16



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**Clerk of Records,
Register of Wills and Ex-Officio Clerk of
the Orphans' Court Division, of the
Court of Common Pleas of Erie County, Pennsylvania**

The following Executors, Administrators, Guardians and Trustees have filed their Accounts in the Office of the Clerk of Records, Register of Wills and Orphans' Court Division and the same will be presented to the Orphans' Court of Erie County at the Court House, City of Erie, on **Wednesday, March 7, 2012** and confirmed Nisi.

April 19, 2012 is the last day on which Objections may be filed to any of these accounts.

Accounts in proper form and to which no Objections are filed will be audited and confirmed absolutely. A time will be fixed for auditing and taking of testimony where necessary in all other accounts.

<u>2012</u>	<u>ESTATE</u>	<u>ACCOUNTANT</u>	<u>ATTORNEY</u>
73.	Mary Bronakoski	Barbara A. Wood, Executrix	Gary H. Nash, Esq.
74.	Harold L. Burge a/k/a	Marlene Meyer and Harold Laverne Burge Judy Amon, Executrixes	S. Craig Shamburg, Esq.
75.	Richard Pointer III	CNB Bank, Trustee	Richard E. Filippi, Esq.
76.	Richard H. Will	Linda L. Will, Executrix	Darlene M. Vlahos, Esq.
77.	Mary Ann Achille	Ann Marie Hart and Antonio Achille, Sr. Co-Executors	Philip B. Friedman, Esq.

PATRICK L. FETZNER
Clerk of Records
Register of Wills &
Orphans' Court Division

Mar. 16, 23

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**BARKO, WALTER P., a/k/a
WALTER PETER BARKO,
deceased**

Late of the City of Erie, County of Erie and State of Pennsylvania
Administrator: Peter A. Barko, 942 West 37th St., Erie, PA 16508
Attorney: W. Charles Sacco, Esq., 525 West 10th St., Erie, PA 16502

**CAUSGROVE, MARCIA W.,
a/k/a MARCIA CAUSGROVE,
deceased**

Late of the Township of Millcreek, County of Erie and State of Pennsylvania
Executor: David J. Causgrove, 1517 Drake Drive, Erie, PA 16505
Attorney: Ronald J. Susmarski, Esq., 4030-36 West Lake Road, Erie PA 16505

**DeFAZIO, JUDITH, a/k/a
JUDITH T. DeFAZIO, a/k/a
JUDITH THERESE DeFAZIO,
deceased**

Late of the City of Erie, County of Erie and State of Pennsylvania
Executor: Samuel A. DeFazio, 2814 Plum St., Erie, PA 16508
Attorney: W. Charles Sacco, Esq., 525 West 10th St., Erie, PA 16502

**FITZGERALD, JAMES G.,
deceased**

Late of Millcreek Township
Administrator: Mary Alfieri Richmond, Esquire, 900 State Street, Suite 215, Erie, PA 16501
Attorney: Mary Alfieri Richmond, Esquire, 900 State Street, Suite 215, Erie, PA 16501

**FLINT, DAVID M.W., a/k/a
DAVID MICHAEL WILLIAM
FLINT, a/k/a DAVID FLINT,
deceased**

Late of the City of Edinboro, County of Erie and Commonwealth of Pennsylvania
Executor: Richard M. Cerami, c/o 504 State Street, Suite 300, Erie, PA 16501
Attorney: Alan Natalie, Esquire, 504 State Street, Suite 300, Erie, PA 16501

**KIRKLAND, LEONA, a/k/a
LEE KIRKLAND, a/k/a
LEE T. KIRKLAND,
deceased**

Late of Millcreek Township
Executor: Robert L. Kirkland, III, c/o Mary Alfieri Richmond, Esquire, 900 State Street, Suite 215, Erie, PA 16501
Attorney: Mary Alfieri Richmond, Esquire, 900 State Street, Suite 215, Erie, PA 16501

**KLEINER, JOSEPH P.,
a/k/a JOSEPH KLEINER,
deceased**

Late of the City of Erie, County of Erie and State of Pennsylvania
Executrix: Mary Ann Larsen, 500 Strathmore Avenue, Erie, PA 16505
Attorney: W. Charles Sacco, Esq., 525 West 10th St., Erie, PA 16502

**LINDENBERGER, JOHN W.,
a/k/a JACK W. LINDENBERGER,
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Co-Executors: John W. Lindemberger, Jr., 5500 Maple Lawn Drive, Edinboro, PA 16412-3804 and Judith A. Pitetti, 4415 Asbury Road, Erie, PA 16506-3604
Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**LOOSLEY, LOIS I.,
deceased**

Late of Harborcreek Township, Erie County, Pennsylvania
Executor: Robert M. Loosley, 3651 Greenlawn Avenue, Erie, Pennsylvania 16510
Attorney: John R. Falcone, Esq., The Gideon Ball House, 135 East 6th Street, Erie, Pennsylvania 16501

**MARTHALER, HAROLD J.,
deceased**

Late of the Township of Fairview, County of Erie, Commonwealth of Pennsylvania
Executrix: Barbara M. Goetz, 1227 Oregon Avenue, Erie, Pennsylvania 16505
Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**MORAN, DAVID G., a/k/a
DAVID GERALD MORAN,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Co-Executors: Lorie K. Stroup and David P. Moran, c/o 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508
Attorney: Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

**NICHOLSON, PERRY M.B.,
deceased**

Late of the City of Erie, County of Erie and State of Pennsylvania
Executrix: Georgina N. Ely, 4524 Cherry Street, Erie, PA 16509
Attorney: Theodore B. Ely, II, Esq., Shapira, Hutzelman, Berlin, Ely, Smith & Walsh, 305 West Sixth Street, Erie, PA 16507

**PELEGRINO, PATRICIA ANN,
a/k/a PATRICIA A.**

**PELEGRINO, a/k/a
PATRICIA PELEGRINO,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Administrator: Patrick A. Pellegrino, c/o 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508
Attorney: Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

**PLETCHER, ROBERT C.,
deceased**

Late of the Township of Fairview, County of Erie, State of Pennsylvania
Executrix: Brenda A. Ball, 4760 North Creek Road, Girard, Pennsylvania 16417
Attorney: James R. Steadman, Esq., 24 Main St. E., P.O. Box 87, Girard, Pennsylvania 16417

**SHELLY, MARJORIE L.,
deceased**

Late of the City of Corry, County of Erie, Commonwealth of Pennsylvania
Executrix: Ivy Wade, c/o Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407
Attorney: Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407

**TRUITT, GRACE B.,
deceased**

Late of the City of Erie, County of Erie
Executor: Deborah Smith, 1501 Balch Drive, Leesburg, Virginia 20175
Attorney: W. Richard Cowell, Esquire, Carney & Good, 254 West Sixth Street, Erie, Pennsylvania 16507

**WITTENBURG, HARRIET A.,
deceased**

Late of the City of Erie
Administrator: Darryl L. Wittenburg, 1116 Tyhurst Lane, South Park, PA 15129
Attorney: Jerome C. Wegley, Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

SECOND PUBLICATION

**BAILEY, MARY BANFIELD,
a/k/a MARY B. BAILEY,
deceased**

Late of the Township of Millcreek, County of Erie, State of Pennsylvania
Executor: William S. Banfield, 6020 Pelican Bay Blvd., Unit E404, Naples, Florida 34108
Attorney: James R. Steadman, Esq., 24 Main St. E., P.O. Box 87, Girard, Pennsylvania 16417

**NUNEMAKER, DARYL L., JR.,
deceased**

Late of Edinboro Borough, County of Erie, Commonwealth of Pennsylvania
Administratrix: Alicia M. Nunemaker, c/o Elliot J. Segel, Esq., Segal & Solymosi, 818 State Street, Erie, PA 16501
Attorney: Elliot J. Segel, Esq., Segel & Solymosi, 818 State Street, Erie, PA 16501

**OCCHIPINTI, MAE M.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executor: Frank Occhipinti
Attorney: Tibor R. Solymosi, Esquire, Segel & Solymosi, 818 State Street, Erie, Pennsylvania 16501

**SUDDARTH, GORDON P.,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executrix: Dorothy M. Suddarth
Attorney: Tibor R. Solymosi, Esquire, Segel & Solymosi, 818 State Street, Erie, Pennsylvania 16501

Notice is hereby given of the revocable trust set forth below. The Trustees request all persons having claims against the Decedent to make known the same in writing to them or to their attorney, and all persons indebted to the Decedent to make payment to them without delay.

**CONNERS, RUTH N.,
deceased**

Late of North East Borough, Erie County, Pennsylvania
Executor/Trustee: Elizabeth N. Discher
Attorney: Barry O. Bohmueller, Esq., Bohmueller Law Offices, P.C., 29 Mainland Road, Harleysville, PA 19438

**RUBAY, JOHN M.,
deceased**

Trustee: Karen M. Rubay
Attorney: Barry O. Bohmueller, Esq., Bohmueller Law Offices, P.C., 29 Mainland Road, Harleysville, PA 19438

THIRD PUBLICATION

**BERNITTER, EDWARD H.,
deceased**

Late of Waterford Township, County of Erie and Commonwealth of Pennsylvania
Administrator: Elizabeth Bernitter
Attorney: Craig A. Zonna, Esquire, Elderkin Law Firm, 150 East 8th Street, Erie, PA 16501

**ESHELMAN, JERRY RAY, a/k/a
JERRY R. ESHELMAN, a/k/a
JERRY ESHELMAN,
deceased**

Late of Union City Borough, Erie County, Pennsylvania
Executrix: Faith A. Powers, c/o Paul J. Carney, Jr., Esquire, 43 North Main Street, Union City, Pennsylvania 16438
Attorney: Paul J. Carney, Jr., Esquire, 43 North Main Street, Union City, Pennsylvania 16438

**FAGAN, GERALDINE M.,
deceased**

Late of the City of Erie, County of Erie, and Commonwealth of Pennsylvania
Administrator: Shelly E. Wygant, c/o Thomas J. Buseck, The McDonald Group, L.L.P., P.O. Box 1757, Erie, PA 16507-1757
Attorney: Thomas J. Buseck, Esq., The McDonald Group, L.L.P., P.O. Box 1757, Erie, PA 16507-1757

**HARRISON, SHIRLEY S., a/k/a
SHIRLEY SWIFT HARRISON,
a/k/a SHIRLEY LOUISE
HARRISON,
deceased**

Late of Millcreek Township, County of Erie and Commonwealth of Pennsylvania
Executor: J. Michael Harrison II, c/o Thomas E. Kuhn, 300 State Street, Suite 300, Erie, PA 16507
Attorney: Thomas E. Kuhn, Esquire, Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, 300 State Street, Suite 300, Erie, PA 16507

**LUTZ, TIMOTHY J.,
deceased**

Late of North East Township, Erie County, Commonwealth of Pennsylvania
Executrix: Sandra K. Lutz, c/o Leigh Ann Orton, Esq., Knox McLaughlin Gornall & Sennett, North East Office, 11 Park Street, North East, PA 16428
Attorney: Leigh Ann Orton, Esq., Knox McLaughlin Gornall & Sennett, P.C., 11 Park Street, North East, PA 16428

**MASON, HELEN M.,
deceased**

Late of the City of Erie, County of Erie, and Commonwealth of Pennsylvania
Executrix: Judith A. Sova, 2628 Carter Avenue, Erie, PA 16508
Attorney: Thomas S. Kubinski, Esquire, The Gideon Ball House, 135 East 6th Street, Erie, PA 16501

**MILLER, DANIEL THOMAS,
a/k/a DANIEL T. MILLER,
deceased**

Late of the Township of Millcreek, County of Erie, State of Pennsylvania
Executrix: Rosanne Joseph, 2727 Bens Branch Drive, #307, Kingwood, Texas 77339
Attorney: Grant M. Yochim, Esq., Steadman Law Office, 24 Main St. E., P.O. Box 87, Girard, Pennsylvania 16417

**NITCZYNSKI, JOSEPH A., I.,
a/k/a JOSEPH A. NITCZYNSKI,
deceased**

Late of the Township of Millcreek, Erie County, Pennsylvania
Administrator CTA: Mark A. Nitczynski, 2349 Dexter Street, Denver, CO 80207
Attorney: Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**ROBERTSON, LAWRENCE W.,
SR, a/k/a**

**LARRY ROBERTSON, SR.
deceased**

Late of the Township of Waterford, County of Erie and Commonwealth of Pennsylvania
Executor: Richard T. Haibach, c/o Ritchie T. Marsh, Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorneys: Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, Suite 300, 300 State Street, Erie, PA 16507

**ROSS, SHIRLEY M.,
deceased**

Late of Millcreek Township
Administrator: Gary S. Ross, 924 Filmore Avenue, Erie, PA 16505
Attorney: Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**SAGALA, BERNICE,
deceased**

Late of the City of Erie
Executrix: Donna Barner, 5319 Castlewood Court, Erie, PA 16509
Attorney: Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

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