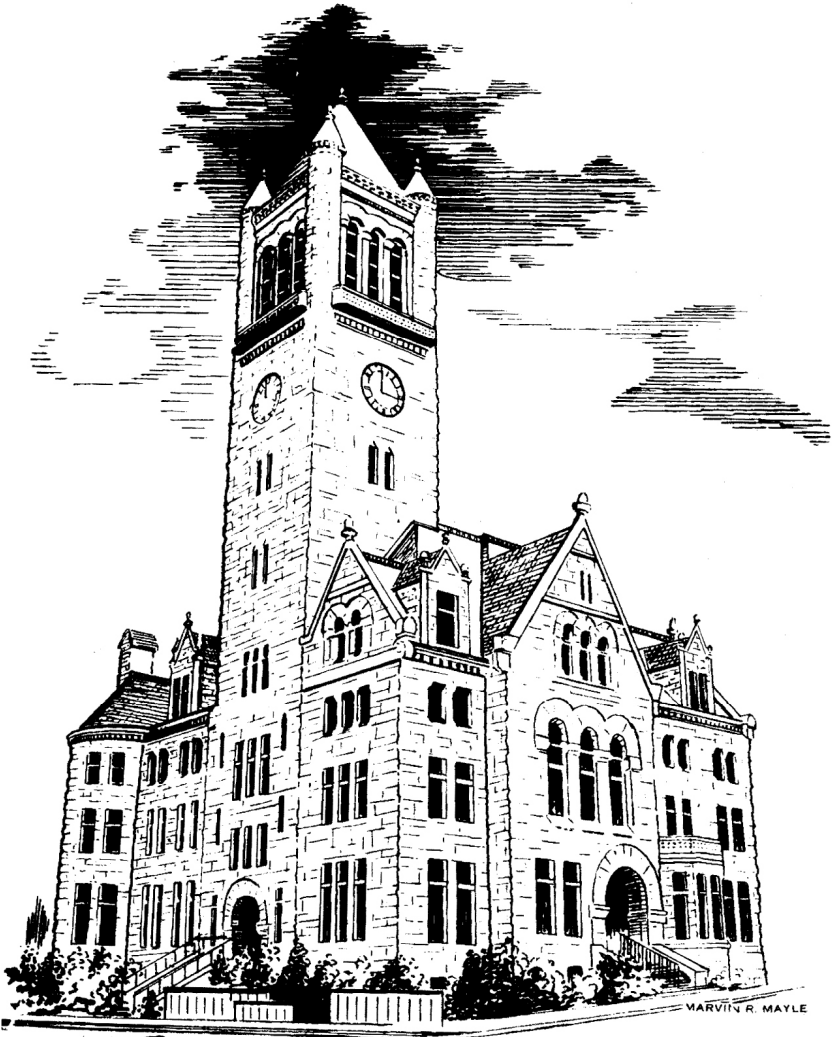


FAYETTE LEGAL JOURNAL

VOL. 88

MARCH 8, 2025

NO. 10



FAYETTE LEGAL JOURNAL

The FAYETTE LEGAL JOURNAL is published weekly by the Fayette County Bar Association, 45 East Main Street, Suite 100, Uniontown, Pennsylvania 15401, 724-437-7994. Legal advertisements should be submitted online at www.fcbar.org no later than 12:00 noon on Friday for publication the following Saturday. No date of publication is promised, however. Legal notices are published exactly as submitted by the advertiser. Copyright 2001 Fayette County Bar Association. All rights reserved.

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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

JOAN N. FOSTER, late of Bullskin Township, Fayette County, PA (3)

Executor: Jeffrey Bolton
7215 Keechi Place
Mont Belvieu, TX 77523
c/o 101 North Church Street
Mount Pleasant, PA 15666
Attorney: Randall G. Klimchok

NICK MIHALKO, late of Luzerne Township, Fayette County, PA (3)

Executor: William Saylor
c/o Davis & Davis
107 East Main Street
Uniontown, PA 15401
Attorney: Gary J. Frankhouser

ERIC MOTTO, a/k/a ERIC ROBERT MOTTO, late of Bullskin Township, Fayette County, PA (3)

Co-Executors: Rosamond McGee Ritzel
2464 Sonders Station
Monroeville, PA 15146
John William Motto, III
8080 State Route 819
Greensburg, PA 15601
c/o Long & Long, LLC
305 West Pittsburgh Street
Greensburg, PA 15601
Attorney: Nicole Pardus

Second Publication

DAVID L. BELT, a/k/a DAVID LEE BELT, late of Uniontown, Fayette County, PA (2)

Executrix: Sharon A. Fleming
c/o 51 East South Street
Uniontown, PA 15401
Attorney: Webster & Webster

PATRICIA A. CAMPBELL, a/k/a PATRICIA ANN CAMPBELL, late of Uniontown, Fayette County, PA (2)

Executor: Daniel A. Campbell
c/o 51 East Main Street
Uniontown, PA 15401
Attorney: Webster & Webster

CARL WAYNE SHOWALTER, late of Uniontown, Fayette County, PA (2)

Personal Representative:
Susan Carlson A. Lee
c/o Watson Mundorff, LLP
720 Vanderbilt Road
Connellsville, PA 15425
Attorney: Shane M. Gannon

First Publication

ISA M. ANGEL, a/k/a ISA MAE ANGEL, late of Fairchance Borough, Fayette County, PA

Executrix: Linda Kay Dice (1)
c/o Davis & Davis
107 East Main Street
Uniontown, PA 15401
Attorney: Jeremy J. Davis

JOHN H. ANSELL, late of Connellsville, Fayette County, PA (1)

Co-Executors: Shirley M. Christner and Scott Christner
c/o 51 East South Street
Uniontown, PA 15401
Attorney: Anthony S. Dedola, Jr.

LISA B. ANSELL, a/k/a LISA BETH ANSELL, late of Uniontown, Fayette County, PA (1)

Administrator: John Christopher Ansell
c/o Rafferty Legal, PLLC
1600 Lincoln Avenue

Latrobe, PA 15650
Attorney: Jessica L. Rafferty

LEGAL NOTICES

IN THE COURT OF COMMON PLEAS OF
FAYETTE COUNTY, PENNSYLVANIA
CIVIL ACTION
No. 2024-01719

RONALD WHETHERS,
Plaintiff,
vs.
BEVERLY WHETHERS,
Defendant.

ORDER

AND NOW, this 14th day of February, 2025, upon consideration of the within Plaintiffs Motion to Serve Defendant by Publication and good cause appearing therefore, it is hereby ORDERED and DECREED that the Motion for Service by Publication is GRANTED. The following notice shall be published once in the Fayette County Legal Journal and once in the Herald Standard Newspaper.

BY THE COURT:
Hon. Mark M. Mehalov

CIVIL ACTION
COURT OF COMMON PLEAS
FAYETTE COUNTY, PA
CIVIL ACTION-LAW
NO. 2024-02502

NOTICE OF ACTION IN MORTGAGE
FORECLOSURE

WELLS FARGO BANK, N.A.,
Plaintiff
v.
CARRIE TROUT, IN HER CAPACITY AS
HEIR OF ROBERT H. VAN
GROOTENBRUEL; ET AL, Defendants
To: UNKNOWN HEIRS, SUCCESSORS,
ASSIGNS, AND ALL PERSONS, FIRMS, OR
ASSOCIATIONS CLAIMING RIGHT, TITLE
OR INTEREST FROM OR UNDER ROBERT
H. VAN GROOTENBRUEL
Defendant(s),
2059 ROCKY RIDGE ROAD ACME, PA
15610-1213

COMPLAINT IN MORTGAGE
FORECLOSURE

WILDA DAVID, late of Uniontown, Fayette
County, PA (1)
Co-Executors: Brenda L. Stephenson
162 Georges-Fairchance Road
Uniontown, PA 15401
Lana Jo Spiker
158 Georges-Fairchance Road
Uniontown, PA 15401
c/o 556 Morgantown Road
Uniontown, PA 15401
Attorney: John A. Kopas, III

DAVID L. HAYDEN, late of Wharton
Township, Fayette County, PA (1)
Administrator: Bradley S. Hayden
c/o Higinbotham Law Offices
68 South Beeson Boulevard
Uniontown, PA 15401
Attorney: James E. Higinbotham, Jr.

CAROLYN HOONE, late of Georges
Township, Fayette County, PA
Executor: David Hoone
3566 Morgantown Road
Smithfield, PA 15478
c/o Kopas Law Office
556 Morgantown Road
Uniontown, PA 15401
Attorney: John A. Kopas, III

**DOROTHY E. JANESKO, a/k/a DOROTHY
JANESKO**, late of Georges Township, Fayette
County, PA
Executrix: Judith M. Quarrick
c/o Davis & Davis
107 East Main Street
Uniontown, PA 15401
Attorney: Gary J. Frankhouser

JAMES W. SLEASMAN, late of Everson,
Fayette County, PA
Administratrix: Sandra Sleasman
c/o Rafferty Legal, PLLC
1600 Lincoln Avenue
Latrobe, PA 15650
Attorney: Jessica L. Rafferty

You are hereby notified that Plaintiff, WELLS FARGO BANK, N.A., has filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of FAYETTE County, PA docketed to No. 2024-02502, seeking to foreclose the mortgage secured on your property located, 2059 ROCKY RIDGE ROAD ACME, PA 15610-1213.

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in this notice you must take action within twenty (20) days after the 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 THE INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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 ATTORNEYS FOR PLAINTIFF
 Troy Freedman, Esq. ID No. 85165
 133 Gaither Drive, Suite F
 Mt. Laurel, NJ 08054
 855-225-6906

NOTICE

NOTICE is hereby given pursuant to the provisions of Act 295 of December 16, 1982, P.L. 1309, that a Certificate was filed in the Office of the Secretary of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, on or about February 24, 2025, to conduct a business in Fayette County, Pennsylvania, under the assumed or fictitious name of Perk and Play Café with the principal place of business at 159 Morgantown St., Uniontown, PA 15401. The name or names and addresses of persons owning and interested are: Game On Uniontown Inc., 159 Morgantown St., PO Box 1185, Uniontown, PA 15401.

IN THE COURT OF COMMON PLEAS OF
 FAYETTE COUNTY, PENNSYLVANIA
 ORPHAN'S COURT DIVISION

Judge: GEORGE
 No: 71 ADOPT 2024

IN RE: ADOPTION OF I. H. L.

NOTICE

To: CHARLIE LOW

A petition has been filed asking the court to put an end to all rights you have to your child, I. H. L., the Court has set a hearing to consider ending your rights to your child. That hearing will be held in the Fayette County Courthouse, Courtroom 5, on Thursday, March 20th, 2025, at 1:30 p.m. You are warned that 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 present. 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.

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JUDICIAL OPINION

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

JENNIFER HARTMAN, :
Plaintiff, :
vs. :
TANIA A. BOSLEY, : No. 1690 of 2022, G.D.
Defendant. : Honorable Nancy D. Vernon

OPINION AND ORDER

VERNON, J.

February 27, 2025

Plaintiff Jennifer Hartman and Defendant Tania A. Bosley are sisters and the within action arises over their disagreement over Defendant’s obligations to repay a “Demand Note” allegedly issued from Plaintiff to Defendant and her ex-husband, Adam J. Bosley. Plaintiff initiated the within action by filing a Complaint in Confession of Judgment for Money Damages. Following Defendant’s Petition to Quash and to Strike/Open Judgment, a consent order was entered quashing the judgment and permitting Plaintiff to refile the action as a civil complaint for breach of contract and unjust enrichment. See, Record, Order dated September 23, 2022. Thereafter, Plaintiff filed a two-page “Amended Civil Complaint” attaching a copy of the Demand Note. Although the cause of action filed pursuant to the Amended Civil Complaint is ambiguous, the Court believes Plaintiff now claims only a breach of contract and can find that she made no allegations of unjust enrichment.

In support of her claim, Plaintiff testified and presented the testimony of her ex-brother in law, Adam J. Bosley, her ex-husband, Scott Hartman, and her prior attorney, Douglas Sepic, Esquire. Defendant testified as her only witness.

In 2014, Plaintiff Jennifer Hartman was married to Scott Hartman and Defendant Tania A. Bosley was married to Adam J. Bosley; both parties have since divorced. On March 3, 2014, Adam J. Bosley and Defendant Tania A. Bosley, purchased a home at 200 Coal Street Extension, Uniontown, from Scott Hartman through his business called Bancinsure, Inc. The Deed recites a purchase price of \$150,000.00 and the mortgage issued to the Bosleys from PNC Bank was in the amount of \$147,283.00. Adam Bosley testified on behalf of Plaintiff Jennifer Hartman that the purchase price was actually \$180,000.00 but they were only approved for a mortgage of \$150,000.00. According to Adam Bosley, he and Defendant asked Plaintiff for a loan to cover the thirty-thousand-dollar deficiency to purchase the home.

At issue is the “Demand Note” dated March 3, 2014, which is purportedly executed by Adam J. Bosley and Tania A. Bosley. Adam Bosley testified that he and Defendant were represented by Attorney Sepic, and they appeared at Sepic’s office for the real estate closing.

Adam Bosley testified that he and Defendant Tania Bosley executed the Demand Note, that they signed in each other's presence and in the presence of Attorney Sepic. Adam Bosley testified that Scott Hartman and Plaintiff Jennifer Hartman were on a conference call with them during the signing, that they informed the Hartmans they had signed the Demand Note and thanked them for the loan. When questioned about the transfer of the thirty thousand dollars, Adam Bosley stated, "I am certain it was wired the day we were there."

Adam Bosley admitted that he also signed the Demand Note but was not included as a defendant in this action. When questioned if he owes the money too, he replied, "If that's the case, that's the case." Under cross-examination, Adam Bosley testified that he did not "see" any funds transferred. Repairs were made to the home by Adam Bosley and Tania Bosley but he had "no clue" if any of the monies allegedly borrowed from the Hartmans were used for renovations.

Scott Hartman testified on behalf of his ex-wife, Plaintiff Jennifer Hartman. Through his business, Scott Hartman owned property located at 200 Coal Street Extension which the business sold to Adam Bosley and Tania Bosley. According to Scott Hartman, the Bosleys asked the Hartmans if they would help them purchase the house as they were thirty thousand dollars short on the purchase price. Plaintiff Jennifer Hartman asked Scott Hartman if he would be willing to loan to the Bosleys the extra money that was needed to purchase the house. As to how the money was transferred, Scott Hartman testified that he wired money into the closing escrow of Attorney Sepic. Hartman did not know whether Attorney Sepic also represented the Bosleys but testified Attorney Sepic did represent the Hartmans in the closing.

Scott Hartman further testified that he was on a conference call from New York with Attorney Sepic and the Bosleys who were in Attorney Sepic's office for the closing and that the Demand Note was created. Scott Hartman testified that the purported Bosleys' signatures on the Demand Note "generally looks like their signatures." Scott Hartman denied ever receiving repayment.

Scott Hartman testified that he has never had in his possession the original copy of the Demand Note, and he did not produce any evidence of a wire transfer from him to Attorney Sepic. According to Scott Hartman, during their divorce proceedings, Jennifer Hartman was awarded the thirty-thousand-dollar debt allegedly due from the Bosleys. Scott Hartman did not produce any marital settlement agreement or court order that the debt was distributed in his divorce to Jennifer Hartman.

Jennifer Hartman testified that Tania Bosley asked her for thirty thousand dollars so that she could purchase the home on Coal Street from Scott Hartman's business. The home was being sold for \$180,000.00 and the Bosleys were only approved for a \$150,000.00 mortgage. According to Jennifer Hartman, the thirty-thousand-dollar loan was for the purchase price. Plaintiff testified that her ex-husband, Scott Hartman "wired that over" to Attorney Sepic and that \$30,000.00 was withdrawn from the Hartmans' account.

Plaintiff testified that Attorney Sepic prepared the Demand Note, that the Hartmans were on a conference call while the Bosleys were in Attorney Sepic's office, the parties

“went over the terms,” the Bosleys signed the documents while the Hartmans were on the phone, and Defendant Tania Bosley called Plaintiff Jennifer Hartman afterwards to thank her. Plaintiff Jennifer Hartman testified that she had seen the signatures of Adam Bosley and Tania Bosley many times and that the signatures on the Demand Note were theirs. Plaintiff Hartman testified that she had asked Attorney Sepic for the original of the Demand Note and that he never provided it to her. Plaintiff Jennifer Hartman maintains that she never been repaid.

Under cross-examination, Plaintiff testified again that the Deed reflecting a sales price of \$150,000.00 was incorrect and that the sales price was actually \$180,000.00. At arbitration Plaintiff testified that the money was loaned for repairs and maintenance at the property and not for the purchase price. As to the inconsistency, Plaintiff explained “I did not know exactly the full structure because my husband at the time took care of the structure.” Plaintiff Jennifer Hartman testified that some of the money was used for renovations as she had visited the home. On cross-examination, Plaintiff Hartman conceded that she has no proof of the transfer of funds to the Bosleys stating that the bank account no longer exists.

Douglas Sepic, Esquire was called as a witness on behalf of Plaintiff Jennifer Hartman. Attorney Sepic testified that his recollection of the transaction was that the Bosleys obtained a mortgage loan from PNC Bank and that he attended the closing relative to their acquisition of the property as the real estate attorney for the Bosleys. Attorney Sepic prepared the deed and PNC Bank prepared the mortgage. As to the discrepancy in sales price, Attorney Sepic testified that he “recalled that there was an additional thirty thousand in discussion between Jennifer and Tania and that a Demand Note was prepared relative to that.” Attorney Sepic testified that he discussed the preparation of the Demand Note for thirty thousand dollars and that he drafted the document, but that he “has no specific recollection of how that played a part in the transaction.”

Attorney Sepic does not recall how or if the Demand Note was signed and does not recall any conference call with the Hartmans at which the Demand Note was alleged to have been signed. When questioned if he was present or witnessed the Bosleys sign the Demand Note, Attorney Sepic testified, “not that I recall” and “if it was done in my presence, more than likely my signature would have appeared as a witness.” With regard to the Bosleys’ alleged signatures, Attorney Sepic testified that the “signatures appear to be the signatures of Adam Bosley and Tania Bosley.” Under questioning from the Court whether he could independently identify the Bosleys’ signatures, Attorney Sepic testified that he was “present when they signed other documents before the Court like the mortgage and mortgage note” and that he represented Tania Bosley in other matters, but he “can’t say that [he’s] reviewed [their signatures] recently.”

Attorney Sepic testified that there was no meeting in his office or conference call with the Hartmans at the time of closing as the closing happened at PNC Bank and not in his office. The only discussions between the Bosleys and Hartmans that Attorney Sepic could recall was before the closing during the initiation of the transaction which caused him to prepare the Demand Note. He could not recall discussions at or after the closing with both sides present.

When asked if the settlement statement reflected the source of any funds other than the

PNC mortgage, Attorney Sepic could not recall. Though, Attorney Sepic specifically denied ever receiving a wire from Scott Hartman. He testified that receipts are provided to both parties of a bank transaction when a wire is initiated and when the funds are received, but that he has never seen a receipt produced from the Hartmans that a wire occurred. In fact, Attorney Sepic was unable to produce any documentation related to the transaction, testifying that the file would be with his former firm, Watson Mundorff, and that he would have no control over the file and did not know if it still existed.

Attorney Sepic had no knowledge of “any funds specifically transferred between the sisters” and testified, “I do not know of any actual money that was transacted between Scott and/or Jennifer and Tania and AJ.” As to his recollection, Attorney Sepic further testified, “I didn’t understand this was an actual money being transacted, I understood this was written as credit in some way for some part of the transaction.” Attorney Sepic testified that if the funds were wired to his account that the funds would have been paid out to someone and he did not issue a check disbursing any funds to Adam Bosley or Tania Bosley.

The Court begins its analysis with a review of the Amended Complaint, which as stated *supra*, appears to be a claim for breach of contract. After identifying the parties in the first two paragraphs, Plaintiff alleged in the entirety of the Amended Complaint:

3. On or about March 3, 2014, Defendant (“Maker”) executed a Demand Note with Plaintiff for the principal sum of Thirty Thousand Dollars (\$30,000.00). A true and correct copy of the Demand Note is marked Exhibit “A” and attached hereto.
4. Pursuant to the terms of the Demand Note, Defendant was to pay Plaintiff the sum of \$30,000.00, together with interest accrued thereon from March 3, 2014 until the date of payment at the fixed rate per annum equal to the sum of 4.00%, immediately upon demand of Payee (“Maturity”).
5. Defendant has defaulted on the terms of the Demand Note for failure to make any payments whatsoever.
6. Despite repeated demands and other demands to pay the balance due, Defendant has failed and refused to pay the Plaintiff.

See, Amended Complaint, ¶3-6.

To maintain a cause of action for breach of contract, a party must establish the existence of a contract including its essential terms, a breach of a duty imposed by the contract, and damages. See *Gorski v. Smith*, 812 A.2d 683, 692 (Pa. Super. 2002). The basic elements of a contract are an offer, acceptance, and consideration. See *Estate of Caruso v. Caruso*, 322 A.3d 885, 896 (Pa. 2024). Not every term of a contract must be stated in complete detail. Where an essential term is missing, the court may infer the parties’ intent from other evidence and impose a term consistent with it. See *Nicholas v. Hoffman*, 158 A.3d 675, 694 (Pa. Super. 2017). The paramount goal of contractual interpretation is to ascertain and give effect to the intent of the parties. *Driscoll v. Arena*, 213 A.3d 253, 259 (Pa. Super. 2019). Additionally, although a civil action for money

lent can be brought, it is the plaintiff's burden to prove by a preponderance of the evidence that a loan was made and not repaid. *Ducas v. Pinecrest Dev. Corp.*, 256 A.3d 9 (Pa. Super. 2021) citing *Lee v. Potter*, 251 A.2d 697 (Pa. Super. 1969).

A review of the Amended Complaint confirms that Plaintiff Jennifer Hartman never alleged that she loaned thirty thousand dollars to Defendant Tania A. Bosley. The Demand Note is similarly ambiguous in that the consideration for the contract is identified only as "FOR VALUE RECEIVED." Based upon Plaintiff's presentation of evidence at trial and the ambiguity in the document, the Court infers that the intended consideration was an alleged loan from Jennifer Hartman and/or Scott Hartman to the Bosleys to complete the purchase of the residence on Coal Street Extension.

To collect for breach of this contract, it is Plaintiff's burden to prove the loan actually occurred. As to this, she presented the testimony of Adam Bosley, Scott Hartman, and herself. Scott Hartman testified that he personally wired money into the "closing escrow" of Attorney Sepic. Plaintiff testified that her ex-husband, Scott Hartman "wired that over" to Attorney Sepic and that thirty thousand dollars were deducted from Hartman's account. When asked if the funds were transferred, Adam Bosley stated, "I am certain it was wired the day we were there."

However, Attorney Sepic testified that he had no knowledge of "any funds specifically transferred between the sisters." Attorney Sepic specifically denied ever receiving a wire transfer from Scott Hartman or making any distribution of funds to Adam Bosley or Tania Bosley. Attorney Sepic testified that if the funds were wired to his account that the funds would have been paid out to someone, and that he did not issue a check disbursing any funds to Adam Bosley or Tania Bosley.

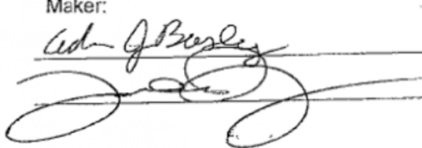
The documents that were submitted further belie Plaintiff's claim. The PNC Bank Mortgage and Deed recite consideration for the real estate transaction was \$150,000.00. The seller of the real estate was Scott Hartman's business. If a delinquency of thirty thousand dollars occurred in the purchase price, it makes no logical sense that Scott Hartman would have wired the money to Attorney Sepic to ultimately pay back to himself as the seller. Even further perplexing is how Scott Hartman as an astute businessman would have no record if these funds were transferred.

Ultimately, the burden rests on Plaintiff Jennifer Hartman to prove that a loan was made, and she has failed to do so. She presented no evidence demonstrating that funds were transferred from herself or her ex-husband to Adam Bosley or Tania Bosley. If such a transfer had occurred, Jennifer Hartman, through Scott Hartman, would have received wire transfer receipts; however, none were presented. Additionally, Scott Hartman claimed that Jennifer Hartman acquired this alleged debt as part of the marital property distribution in their own divorce, yet no supporting evidence was submitted. Jennifer Hartman suggested the lack of documentation is because her file was not provided by Attorney Sepic's prior employer, Watson Mundorff. By Order dated February 27, 2023, this Court directed Attorney Sepic to disclose the original Demand Note. Yet, Plaintiff undertook no action to enforce the Court's Order on Watson Mundorff or subpoena the firm as to its file retention policy. Upon her failure to prove that a loan ever occurred, Plaintiff's alleged breach of contract must fail.

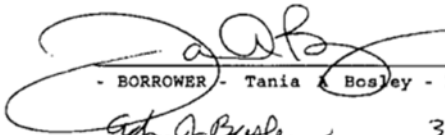
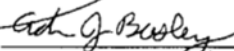
Central to the pleadings and evidence presented in this case was the Best Evidence Rule. Even if the Court were to excuse Plaintiff's lack of an original Demand Note and accept as true that it was lost or destroyed by Attorney Sepic or his prior firm, the Court finds questionable the authenticity of Defendant Tania A. Bosley's signature. Pennsylvania Rule of Evidence 901(3) states to satisfy the requirement of authenticating or identifying an item of evidence, the proponent must produce evidence sufficient to support a finding that the item is what the proponent claims it is. Rule 901(3) permits the Court as the trier of fact to compare a purported signature with an authenticated specimen.

Here, the Court has of record the PNC Bank Mortgage and the Deed, both dated March 3, 2014, the same day that the Demand Note was allegedly executed. The Mortgage included notarized signatures, and Attorney Sepic witnessed the Deed signatures. The Court finds that the signatures on the Mortgage and Deed are nearly identical with a distinct "Ta" for "Tania", capital "A" for her middle name, and a large "B" with a straight line for "Bosley." The purported signature on the Demand Note lacks these characteristics.

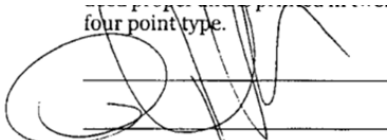
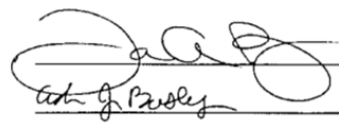
Demand Note:

Maker:

 A handwritten signature in cursive script, appearing to read "Adam J. Bosley", written over a horizontal line. The signature is somewhat stylized and lacks the distinct characteristics of the authenticated signature.

PNC Bank Mortgage:

 3-3-14
 - BORROWER - Tania A. Bosley - DATE -
 3-3-14
 - BORROWER - Adam J. Bosley - DATE -

Deed:

four point type.
 
 This 3rd day of March 2014

The only eyewitness testimony presented that the Bosleys signed the Demand Note was that of Adam Bosley. The Court finds the testimony of Adam Bosley lacks credibility in that his testimony against his estranged ex-wife was self-serving as he was not named as a Defendant in the within action when he would have been equally liable for the debt. In a nonjury trial, the trial court is the finder of fact and the sole judge of credibility. *Costa v. City of Allentown*, 153 A.3d 1159, 1168 (Pa. Cmwlth. 2017). The trial court is free to reject even uncontradicted testimony, should they find it is lacking credibility. *Id.*

The Court though does find credible Attorney Sepic's testimony that if the Demand Note were signed in his presence that he would have witnessed the signatures. The Demand Note has no witness and lacks notarization. Further, Attorney Sepic had no recollection of a conference call with the Hartmans during which the Demand Note was alleged to have been signed, and there was no meeting in his office or conference call with the Hartmans at the time of closing as the closing happened at PNC Bank. Therefore, we find, based on the credibility of the testimony and evidence presented before us that Plaintiff Jennifer Hartman has not authenticated the signature of Defendant Tania A. Bosley.

WHEREFORE, we will enter judgment against Plaintiff Jennifer Hartman dismissing her Amended Complaint and for Defendant Tania A. Bosley with prejudice.

ORDER

AND NOW, this 27th day of February, 2025, in accordance with the foregoing Opinion, it is hereby ORDERED and DECREED that judgment is entered against Plaintiff Jennifer Hartman and for Defendant Tania A. Bosley.

BY THE COURT:
NANCY D. VERNON, JUDGE

ATTEST:
Prothonotary

LAW DAY MOCK TRIAL COMPETITION AND LUNCHEON**2025 Law Day Mock Trial Competition and Luncheon**

Join your colleagues of the Fayette County Bar Association
and local elected officials on

Thursday, April 3, 2025

Mock Trial Competition

Presiding Judge Linda R. Cordaro
Fayette County Courthouse, Courtroom #2
10:00 a.m.

Frazier School District and Connellsville Area School District
The first twelve volunteers to serve as jurors
will receive a free luncheon.

Law Day Luncheon

Caporella's Ristorante
12:00 p.m.
\$15.00 paid in advance

RSVP for Luncheon and/or to serve as a Mock Trial Juror
on or before Friday, March 21st
cindy@fcbar.org or 724-437-7994

LUNCH & LEARN SERIES

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

- Date: **Wednesday, March 12th from 12:00 p.m. to 1:30 p.m.**
- Location: **Fayette County Behavioral Health Administration**
(215 Jacob Murphy Lane, Uniontown, PA 15401)
- Discussion topics: **Mental Health Procedures Act**
- Presenter: **Russell B. Korner, Esquire**

CLE Credit

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

Members of the FCBA

- \$5 fee for attendance without CLE Credit
- \$15 fee for attendance with CLE Credit

Attorneys admitted to practice in Pennsylvania after January 1, 2020

- \$5 fee for attendance with CLE Credit

Non-members of the FCBA

- \$15 fee for attendance without CLE Credit
- \$40 fee for attendance with CLE Credit

**** 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 email to cindy@fcbar.org on or before Monday, March 10th.



130th Annual

FAYETTE COUNTY BAR ASSOCIATION

BAR BANQUET

SUNDAY, MAY 18TH

FIRST FLIGHT ISLAND RESTAURANT
301 WHITEHEAD STREET

Key West, Florida

6:00 COCKTAILS & HORS D'OEUVRES
7:00 DINNER

Rsvp TO THE ASSOCIATION BY APRIL 14TH
724-437-7994 *or* GARNET@FCBAR.ORG

FCBA MEMBERS COMPLIMENTARY
GUESTS WELCOME! GUEST FEE \$100



FAYETTE COUNTY BAR ASSOCIATION

Bar Banquet Weekend Itinerary May 16-19

SUGGESTED ACCOMMODATIONS:
Casa Marina or Southernmost Beach Resort



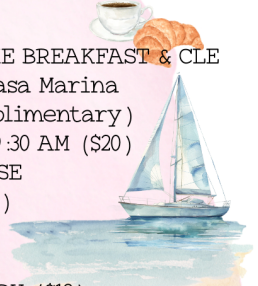
FRIDAY

SUGGESTED FLIGHT:
Allegiant Flight 991
PIT -> EYW 1:59 PM - 4:41 PM
8:30 PM - GHOSTS & GRAVESTONES TOUR (\$40)



SATURDAY

8:00 AM - 10:00 AM - WELCOME BREAKFAST & CLE
Flagler's Restaurant @ Casa Marina
Breakfast Buffet (Complimentary)
1.0 Ethics Credits 8:30 - 9:30 AM (\$20)
6:00 PM - SUNSET SAIL CRUISE
Appetizers & Drinks (\$80)



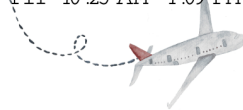
SUNDAY

10:00 AM - BUTTERFLY CONSERVATORY (\$18)
12:00 PM - ERNEST HEMINGWAY HOME (\$19)
6:00 PM - 130TH ANNUAL BAR BANQUET
First Flight Island Restaurant



MONDAY

SUGGESTED FLIGHT:
ALLEGIANT FLIGHT 1012
EYW -> PIT 10:23 AM - 1:09 PM



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GISMONDI

& ASSOCIATES

412-281-2200

www.gislaw.com

700 Grant Bldg., 310 Grant St., Pgh., PA 15219