

# ADVANCE SHEET

## *The Dauphin County Reporter*

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### **A WEEKLY JOURNAL CONTAINING DECISIONS RENDERED IN THE 12<sup>TH</sup> JUDICIAL DISTRICT**

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# ***The Dauphin County Reporter***

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still providing the public with the information that it needs to determine the safety of the subject boat launch and train crossing.

For these reasons, we hereby enter the following Order:

**ORDER**

**AND NOW**, this 25<sup>th</sup> day of June, 2024, upon consideration of the Contested Motion to Intervene and Unseal that was filed by The Patriot News/Penn Live and all responses filed thereto, and having heard oral argument on February 26, 2024, it is hereby ORDERED as follows:

For the reasons set forth in the attached Memorandum Opinion, The Patriot News/Penn Live's Motion to Unseal is DENIED.

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**JONATHAN CAMPBELL, in his own right and t/d/b/a CAMPBELL CROPS  
V. WECARE ORGANICS LLC and DENALI WATER SOLUTIONS LLC**

**No. 2019 CV 744 CV**

**Civil Action – Commercial Collection - Summary Judgment Motion – Successor Liability / De Facto Merger**

The Court granted summary judgment in favor of the Plaintiff hauling entity as against Defendant Denali Water Solutions, finding that Denali was liable for the debt owed to Plaintiff by Defendant WeCare Organics, inasmuch as Denali assumed WeCare's liability as a result of a *de facto* merger with WeCare, which is an exception to the general rule against successor liability.

1. Defendant WeCare admitted that it failed to pay Plaintiff \$120,472 for hauling services Plaintiff performed for WeCare through December 2015. Judgment on the pleadings was later entered against WeCare in that amount. Plaintiff further alleged that as a result of Denali having "merged" with WeCare, around June 1, 2017, Denali became jointly and severally liable for all liabilities alleged. Denali denied liability and filed a cross-claim against Denali as solely liable to Plaintiff.
2. After the pleadings against Denali were closed, Plaintiff filed a summary judgment motion which this Court granted, finding no outstanding issues of genuine material fact and further finding that Denali was liable, as a matter of law, for the judgment entered against WeCare under the *de facto* merger exception. Under that exception, when a transaction cast as an acquisition or sale of assets has the economic effect of a merger, a court may treat it as a merger for purposes of successor liability even if it does not meet the statutory requirements for a merger.
3. For a *de facto* merger to occur, there must be a continuity of the successor and predecessor corporation as evidenced by (1) continuity of ownership; (2) a cessation of ordinary business and dissolution of the predecessor as soon as practically and legally possible; (3) assumption by the successor of the liabilities ordinarily necessary for the uninterrupted continuation of the business of the predecessor; and (4) a continuity of management, personnel, physical location, aspects and general business operation. Denali conceded the existence of the third and fourth prongs. As to the first and second prongs, the Court found them to

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have been proven under the record produced and adopted the reasoning and argument as set forth by Plaintiff.

**Sara E. Straub, Esquire**

(for Plaintiff)

**Timothy A. Bowers, Esquire**

(for Defendant Denali)

**James L. Best, Esquire**

(for Defendant WeCare)

McNally, J., August 5, 2024

### **OPINION**

Defendant Denali Water Solutions LLC (Denali) appeals from this Court's Order granting summary judgment in favor of Plaintiff Jonathan Campbell, in his own right and t/d/b/a Campbell Crops (Campbell). This Memorandum Opinion is issued in support of the Order from which Defendant Denali appeals, pursuant to Pa.R.A.P. 1925(a).

### **Background**

Plaintiff Campbell is in the hauling business with a principle place of business in Elizabethville, Pa. Both Defendants, WeCare Organics LLC (WeCare) and Denali, are limited liability companies organized under the laws of New York State. The principal place of business for both Defendants is 9293 Bonta Bridge Road, Jordan, New York 13080.

Plaintiff initiated this commercial collection action by filing a writ of summons on January 31, 2019. Plaintiff later filed a Complaint on April 26, 2019, asserting claims against both Defendants, jointly and severally, for Breach of Contract (Count I), Quantum Meruit/Unjust Enrichment (Count II), and Account Stated (Count III).

Plaintiff alleged that in March 2014, he entered into a contractual relationship with WeCare to haul and apply the WeCare product, picking it up at WeCare's Blackwood location in Tremont Pa. in exchange for WeCare's payment. Between June 5, 2014 through December 1, 2015, Plaintiff made numerous hauling trips under the agreement, as evidenced by a payment schedule attached to the Complaint. Plaintiff alleged that WeCare defaulted under the agreement by failing to timely and fully pay for services rendered, totaling \$120,472. Plaintiff asserted that WeCare never once protested any invoice. Plaintiff further alleged that as a result of Denali having "merged" with WeCare around June 1, 2017, Denali became jointly and severally liable with WeCare for all liabilities alleged.

WeCare filed an Answer with New Matter admitting the contractual relationship with Plaintiff, receiving regular invoicing, and failing to protest the invoicing. WeCare further failed to deny that Plaintiff rendered the services invoiced. WeCare did deny that it had "merged" with Denali, however, asserting only that Denali had purchased certain assets of WeCare.

On July 2, 2020, Plaintiff filed a Motion for Partial Judgment on the Pleadings against WeCare, which Motion was granted by this Court on August 25, 2020. This Court entered judgment against WeCare in the principal amount of \$120,472.00, with prejudgment interest at the rate of 6% commencing December 1, 2015.

On February 2, 2022, after a period of docket inactivity, Denali filed an Answer with New Matter to Plaintiff's Complaint, as well as a Cross-claim against WeCare.<sup>1</sup> In the Cross-claim, Denali asserted that WeCare was solely liable to Plaintiff.

On December 1, 2023, after the pleadings against Denali were closed and following another period of docket inactivity, Plaintiff filed a summary judgment motion against Denali. Plaintiff argued that Denali was liable for the judgment entered against WeCare under one or both of two exceptions to the general rule against successor liability: *de facto* merger and mere continuation. After Denali answered the summary judgment motion, briefs were submitted and following oral argument, this Court issued an Order on February 16, 2024, granting Plaintiff's summary judgment motion, stating as follows:

...

The Court finds that there are no genuine issues of material fact and that Defendant Denali Water Solutions, LLC, is subject to successor liability for the Defendant of WECARE Organics, LLC, d/b/a WeCare Organics, LLC, pursuant to the *de facto* merger doctrine. (See Fizzano Bros. Concrete Prod. v. XLN, Inc., 973 A. 2d 1016, 1020 (Pa. Super. 2009), Order vacated, 42 A.3d 951 (Pa 2012) (citing Dawejko v. Jorgensen Steel Co., 434 A 2d 106 (Pa. Super. 1981)).

Summary Judgment is **GRANTED** in Plaintiff's favor against Denali Water Solutions, LLC in the amount of \$120,472.00 in addition to both prejudgment interest since December 1, 2015, and post-judgment interest since August 25, 2020, at the applicable legal rates and costs of suit.

(Court Order Feb. 16, 2024) On March 13, 2024, this Court entered judgment in favor of Plaintiff and against Denali for \$180,647, which included applicable interest and costs to date.

On April 22, 2024, Defendant Denali obtained default judgment against Defendant WeCare for its failure to plead to Denali's Cross-claim asserting that WeCare was solely liable for any damages incurred by Plaintiff. Judgment was entered that day in Denali's favor and against WeCare for \$120,427.00 plus interest and costs. At this juncture, all claims became final in this action. On May 17, 2024, Defendant Denali filed an appeal from the final order entered, in order to challenge this Court's order of February 16, 2024, granting Plaintiff's summary judgment motion and finding that Denali was liable to Plaintiff on successor liability

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<sup>1</sup> This filing was incorrectly titled as having been filed by Defendant WeCare although its contents and substance otherwise reflected that Denali was the answering party.

grounds under a *de facto* merger theory, which order was reduced to judgment on March 13, 2024.

### **Legal Discussion**

Under Rule of Civil Procedure 1035.2, after the relevant pleadings are closed, any party may move for summary judgment in whole or in part as a matter of law whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report. Pa.R.C.P. 1035.2(1). A motion for summary judgment is based on an evidentiary record which entitles the moving party to judgment as a matter of law. *Id.* (Note); see also, Reliance Ins. Co. v. IRPC, Inc., 904 A.2d 912, 914 (Pa. Super. 2006). In determining whether to grant summary judgment, the trial court must view the record in the light most favorable to the non-moving party and must resolve all doubts as to the existence of a genuine issue of material fact against the moving party. Reliance Ins. Co. at 914-15. Summary judgment is proper only when the uncontroverted allegations of record demonstrate that no genuine issue of material fact exists, and that the moving party is entitled to judgment as a matter of law. *Id.* 915.

Whether an entity implicitly assumed the obligations and liabilities of another entity is a question of law, albeit one that is dependent on the facts relating to [the successor's] conduct. Bird Hill Farms, Inc. v. US. Cargo & Courier Service, Inc., 845 A.2d 900, 903 (Pa. Super. 2004). Pennsylvania recognizes the "general principle of corporation law that a purchaser of a corporation's assets does not, for such reason alone, assume the debts of the selling corporation..." Fizzano Bros. Concrete Products, Inc. v. XLN Inc., 42 A.3d 951, 954 (Pa. 2012). Nevertheless, Pennsylvania Courts have recognized five exceptions to the general rule against successor liability where:

- (1) the purchaser expressly or implicitly agreed to assume liability,
- (2) the transaction amounted to a consolidation or [a *de facto*] merger,
- (3) the purchasing corporation was merely a continuation of the selling corporation,
- (4) the transaction was fraudulently entered into to escape liability, or
- (5) the transfer was without adequate consideration and no provisions were made for creditors of the selling corporation.

*Id.* at 954 n.2. (quotation omitted). Here, under the undisputed facts of record, successor liability was properly imposed under the *de facto* merger exception, shifting WeCare's obligation to Plaintiff, to Denali.

"A merger occurs when a seller corporation, including all of its assets and liabilities, is absorbed into a purchasing corporation and the seller loses its identity as a separate entity." Fizzano Bros. Concrete Prod v. XLN, Inc., 973 A.2d 1016, 1020 (Pa. Super. 2009),

*vacated*, 42 A.3d 951 (Pa. 2012). "Under the *de facto* merger doctrine, when a transaction cast as an acquisition or sale of assets has the economic effect of a merger, a court may treat it as a merger for purposes of successor liability even if it does not meet the statutory requirements for a merger." *Id.* (citation omitted) (citing Dawejko. v. Jorgensen Steel Co., 434 A.2d 106 (Pa. Super. 1981)).

Our highest Court, in Fizzano Bros., set forth the elements of the *de facto* merger doctrine:

For a *de facto* merger to occur, there must be a continuity of the successor and predecessor corporation as evidenced by (1) continuity of ownership; (2) a cessation of ordinary business and dissolution of the predecessor as soon as practically and legally possible; (3) assumption by the successor of the liabilities ordinarily necessary for the uninterrupted continuation of the business of the predecessor, and (4) a continuity of management, personnel, physical location, aspects and general business operation.

Fizzano Bros. 42 A.3d 951, 962 (quotation omitted). In setting forth those elements, the court noted that they "are not a mechanically-applied checklist, but a map to guide a reviewing court to a determination that, under the facts established, for all intents and purposes, a merger has or has not occurred between two or more corporations, although not accomplished under the statutory procedure. *Id.* at 969. Close attention to the corporate realities and consequences of the transaction must be paid because "[t]he *de facto* merger exception is not strictly contractual because it is an **equitable principle**, ultimately designed to look beyond the contract." *Id.* (quoting Berg Chilling Systems, Inc. v. Hull Corp., 435 F.3d 455,465 (3d Cir. 2006) ((emphasis in Fizzano)).

During discovery, Plaintiff served a Request for Admissions upon Defendant Denali, which failed to answer it, resulting in the items in the Request being deemed admitted. See Pa.R.C.P. 4014(b). Most notably, Denali admitted that "the nature of WeCare's business ... remained unchanged following Denali's purchase" including its products and processes, the hours of operation, location of the business, number of employees, and utilization of independent contractors; that "Denali continued WeCare's business" and "purchased sufficient assets of WeCare to continue WeCare's business immediately following execution of the Asset Purchase Agreement [(APA)]" on October 7, 2016; and that "Denali utilizes the same products and processes as WeCare did prior to execution of the [APA]." (Plaintiff's SJM Exbt. B, RFA Nos. 1, 3, 4, 5). Denali admitted as well that the transaction between WeCare and Denali "was advertised and announced to the public as a 'merger,'" and that "Denali assumed certain debts and liabilities of WeCare pursuant to the [APA]." (*Id.* RFA Nos. 2, 10) In addition, a number of former WeCare agents were hired in executive positions by Denali including Brian Fleury (hired as Denali Executive VP), Jason Fleury, Mike Nicholson (hired as Denali's Sr. VP, Development and Technology) and Gregory LeBlanc. (*Id.* RFA Nos. 6-9)

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Additional undisputed facts of record include the following: At the time of execution of the APA, Jeffrey LeBlanc and Charles Wesley Gregory, III were equitable owners of WeCare. The APA described WeCare's business as including "the collection, hauling, treatment and composting of yard and wood waste, biosolids, and other waste products collected pursuant to contracts with municipalities and state governments relating to the Acquired Contracts and the other Acquired Assets." (Id. Exbt. A, APA) The APA included a provision that Jeffrey LeBlanc would be provided an executive position within Denali and that WeCare would change its name within twenty-four months of the transaction. Denali was also obligated to continue to employ former WeCare employees Brian Fleury, Jason Fleury, and Mike Nicholson. Under the APA, WeCare was restricted from engaging in the restricted business (a defined term in the APA) within the northeast territory specified by the APA for five years following the closing date.

Via the APA, Denali assumed numerous assets, liabilities and obligations of WeCare including acquired contracts for New York City Yardwaste, New York City DEP-1293 DIG, Burlington, Rockland, All New York SSO Contracts, Phoenix, Ann Arbor and contracts for dewatering projects for various municipalities as well as all related service and vendor contracts for the above. Denali also obtained certain intellectual property and trademarks, including the right to use the trade name "WeCare" and the intellectual property as listed in the APA. Denali undertook debt on various notes payable related to equipment purchases and other listed items, assumed liability for WeCare's accounts payable relating to Assumed Debt and the Acquired Contracts and assumed liability for certain other listed encumbrances, obligations, notes and expenses. WeCare and Denali also negotiated certain sharing and rental agreements pertaining to some pieces of equipment purchased by Denali.

Denali's purchase of the foregoing assets and assumption of liabilities and obligations permitted Denali to admittedly continue WeCare's business without changes or interruption, which as noted, included WeCare's former "hours of operation, location of business, number of employees, utilization of independent contractors, and nature of WeCare's business, including its products and processes." (See Exbt. B, RFA Nos. 1-5; see also Exbt. E, Affidavit of Jonathan Campbell). Finally, Permits issued by the Pennsylvania Department of Environmental Protection continued to be posted through the fall of 2022, issued to WeCare. (See Exbt. E) The record additionally reflects that Denali utilizes the same products and processes as WeCare did prior to execution of the APA, including the WeCare AG Advantage product which Plaintiff was contracted to haul. (See Exbt. B, RFA No. 4; see also Exbt).

Days prior to the transaction being consummated by WeCare and Denali, WeCare Denali, LLC was formed in Arkansas, registering WeCare Organics as a fictitious name. (Exbt. H) Following execution of the APA, WeCare became a "defunct" entity. (Exbt. I, Responses to Interrogatories No. 1) On March 16, 2017, WeCare informed its unsecured creditors, such



as Plaintiff, that WeCare had "stopped all non-essential WeCare organics activity" following execution of the APA.

The organics and biosolids business previously operated by WeCare continued with Denali while Wesley Gregory parted ways from the business and continued with various hauling and construction businesses. (Exbt. L)

In its brief in opposition to Plaintiff's summary judgment motion, Denali argued that Plaintiff had failed to prove the first two prongs for *de facto* merger: (1) continuity of ownership and (2) cessation of ordinary business and dissolution of the predecessor. Denali did **not** contest the existence of the other two prongs: (3) assumption by the successor of the liabilities ordinarily necessary for the uninterrupted continuation of the business of the predecessor, and (4) a continuity of management, personnel, physical location, aspects and general business operation. Thereafter, this Court found, in its Order of February 16, 2024, that a *de facto* merger had been proven as to the two outstanding prongs.

In support of this Court's conclusion that summary judgment was warranted on a *de facto* merger ground, this Court relied upon the well-reasoned legal arguments set forth by Plaintiff in its Brief in Support of its Summary Judgment Motion, as well as in its Reply Brief, which reasoning this Court adopts as its own and which is reproduced here for the benefit of the appellate court (as to the two contested prongs at issue):

[1]. *Continuity of Ownership*

"[B]ecause a *de facto* merger analysis tasks a court with determining whether, for all intents and purposes, a merger or consolidation of corporations has occurred, even though the statutory procedure had not been used, the continuity of ownership prong of the *de facto* merger analysis certainly may not be more restrictive than the relevant elements of a statutory merger as contemplated by our legislature." Fizzano Bros. at 271-72. Accordingly, the Supreme Court has determined that a *de facto* merger must show "some sort of continuation of the stockholders' ownership." Id. at 271. This continuation of ownership showing must be no more restrictive than the relevant elements of the statutory elements of a merger since the court is essentially determining whether a merger outside the formal requirements of the statutory procedure has occurred. Id. at 271-72.

[Title] 15 Pa. C.S. § 332(a)(3) requires a plan of merger to set forth the "manner, if any, of: converting some or all of the interests in a merging association into interests, securities, obligations, money, or other property, rights to acquire interests or securities, or any combination of the foregoing..." [The] Committee Comment to the Statute provides that the definition for "property" is defined by 15 Pa.C.S. § 102. [That Section] sets forth that property is "[a]ll property, whether real, personal or mixed, or tangible or intangible, or any right or interest therein, *including rights under contracts or other binding agreements.*" (emphasis added).

The undisputed facts show that Jeffrey J. LeBlanc was the founder and an indirect equitable owner of WeCare prior to execution of the APA. The APA provided for LeBlanc to be provided with a certain employment agreement establishing LeBlanc as a senior executive of the Buyer. Indeed, LeBlanc joined Denali as its president and continues to be employed by Denali as a senior executive, recently or presently holding the position of Chief Growth Officer. See Exhibit F; see also Exhibit K, pp 62-164; 161-162.

[2]. *Cessation & Dissolution of WeCare*

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The APA between Denali and WeCare provided that WeCare would take the following actions: (1) change its name to something other than "WeCare Organics["; and (2) refrain from engaging in the restricted business for a certain period of time within a certain geographic area in order to protect Denali's interests. [fn25]

Fn 25. APA Section 5.03. Although discussing successor liability in the context of the product line exception which is not an issue in this case, whether a successor acquired a predecessor's name and good will are relevant considerations for the Court to take into account when determining successor liability especially where, as here, a restrictive covenant was put into place, a provision commonly used to protect the successor's acquisition of good will. See Amader v. Pittsburgh Corning Corp., 546 F. Supp. 1033, 1036 (E.D. Pa. 1982).

Also, WeCare became a "defunct" entity no longer conducting any business. See Exhibit I, WeCare's Responses to Interrogatories in Aid of Execution No. 1. A screenshot of WeCare Denali's website detailing its history details shows that WeCare and Denali "merged... to successfully form Denali WeCare, LLC, one of the largest organics and residuals management companies in the US." Exhibit C. WeCare itself informed unsecured creditors, such as Plaintiff that it "stopped all non-essential WeCare organics activity" following execution of the APA. Exhibit J. Likewise, WeCare apparently itself described the transactions as one which effected a merger, changed the ownership of WeCare and stated that WeCare had been purchased by Denali. See Exhibit G, Minutes of Rockland County Solids Waste Management Authority dated March 23, 2017.

Taken together, the record reveals that the transaction between WeCare and Denali was not simply an asset purchase, but the veiled purchase of the business itself. The purchase of assets from a company does not require that the selling business change its name to continue conducting business, does not require that the selling entity refrain from competing with the purchasing company in the marketplace, and generally allows the selling entity to continue its business. The net result of these actions was WeCare's business ceasing to continue, not just a mere transfer of some business assets to a wholly separate entity. Although not formally dissolved, WeCare was reduced to an "assetless shell." See Commonwealth v. Lavelle, 555 A.2d 218, 228 (Pa. Super. 1989) (observing that the prior company ceased ordinary business and, although the corporation was not dissolved, it was reduced to an "assetless shell" having transferred all necessary assets and liabilities to the successor company). The transaction between WeCare and Denali resulted in the WeCare biosolids business and brand being assumed by Denali and Wes Gregory going his separate way to continue operating his various hauling and construction businesses. See Exhibit L.

(SJM, Brief in Support, pp. 10-12) (footnotes omitted except as noted).

In its Reply Brief, Plaintiff provided further support for the existence of the first two prongs, which reasoning this Court adopts, as follows:

1. *Continuity of Ownership Does Not Require Equitable Ownership in the Purchasing Entity.*

Defendant advances a mistaken proposition regarding the continuity of ownership factor of the *de facto* merger doctrine which is contrary to Pennsylvania law. Defendant erroneously argues that, absent equity interests, the rights LeBlanc received under the APA to continued employment as part of the executive management team in Denali are insufficient to satisfy the continuity of ownership prong.

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"[T]he objective of the continuity of ownership requirement is to identify situations in which shareholders of a seller corporation retain an ownership interest in their assets after artificially cleansing those assets of liability and thus unfairly attempt to impose their costs or misdeeds on third parties." Lehman Bros. Holdings, Inc. v. Gateway Funding Diversified Mortg. Services L.P., 989 F. Supp. 2d 411,433 (E.D. Pa. 2013) (citing Berg Chilling Sys., Inc. v. Hull Corp., 435 F.3d 455,469 (3d Cir. 2006) and United States v. Gen. Battery Corp., Inc., 423 F.3d 294, 306 -307 (3d Cir. 2005)). Although Pennsylvania law requires "some sort of continuation of the stockholders' ownership," this continuity of ownership need not be evidenced by an exchange of stock or equitable interest. Id. The Fizzano Court found that

such proof is not restricted to mere evidence of an exchange of assets from one corporation for shares in a successor corporation. Evidence of other forms of stockholder interest in the successor corporation may suffice; indeed, 15 Pa.C.S. § 1922(a)(3) [the state law governing corporate mergers] contemplates that continuing shareholder interest pursuant to a statutory merger may take the form of 'obligations' in lieu of shares in the new or surviving corporation.

Fizzano Bros. Concrete Prod, Inc. v. XLN, Inc., 42 A.3d 951, 969 (Pa. 2012). Summarized by the Lehman Court,

The Fizzano Court concluded that the owners of the predecessor corporation need not receive shares of the successor corporation in the *de facto* merger context, because Pennsylvania's *statutory* merger provision does not require owners of the predecessor corporation to exchange their shares for shares of the successor corporation; the successor can pay them with cash, property, obligations, or other rights instead. Fizzano Bros., 42 A.3d at 968; 15 Pa. Cons. Stat. Ann. § 1922 (allowing owners of a predecessor corporation to surrender their shares of stock for 'obligations' of the successor corporation, or 'cash, property, or rights' in lieu of shares in the successor corporation).

Lehman Bros., 989 F.Supp. 2d at 434. In light of Pennsylvania's statutory merger standard, the Fizzano Court decided that a *de facto* merger may also exist without an exchange of shares:

Because the Corporation Law does not always require an exchange of shares, for a statutory merger ... , it would be incongruous to adopt a blanket rule that a *de facto* merger would always require a rigid showing that the shareholders of the predecessor corporation have exchanged their ownership interests for shares of the successor corporation.

Fizzano Bros., 42 A.3d at 968. The Fizzano Court held that the "continuity of ownership prong of the *de facto* merger analysis certainly may not be more restrictive than the relevant elements of a statutory merger as contemplated by our legislature." Id. "In sum, although some sort of continuity of ownership is required, it need not take the form of stock ownership." Lehman Bros., 989 F.Supp. 2d at 434.

Here, Section 5.15 of the APA obligated Denali to enter into an employment agreement with LeBlanc at the time of Closing. Accordingly, not only did LeBlanc receive a cash payment in return for his ownership interest in WeCare, he received compensation and employment rights in Denali's executive management team pursuant to an employment contract for no less than three years following Closing which could only be terminated for cause. To date, he remains employed by Denali. This is precisely the type of alternative interest which could be received in a plan of merger by a selling shareholder as contemplated by Pennsylvania's legislature. See 15 Pa. C.S. § 322(a)(3)(i) ("converting some or all of the of the interests in a merging association into interests, securities, obligations, money, or other property, rights to acquire interests or securities, or any combination of the foregoing..."). Denali does not dispute that LeBlanc received rights under an employment agreement and cash in exchange for his interests in WeCare. Continuity of

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ownership is clearly established; the law does not require continuity of all ownership nor does it require the receipt of shares in the new entity for the continuity of ownership prong of the *de facto* to be established. Defendant has pointed to nothing contradictory in the record, admitting to LeBlanc's continued employment as part of Denali's executive team, arguing only that such is insufficient to establish continuity of ownership. These facts are not in dispute and this factor counsels in favor of finding a *de facto* merger occurred and that judgment should be imposed upon Denali.

## 2. *WeCare's Ordinary Business Ceased*

While Defendant argues that the APA required WeCare to do a variety of items to remain in operation, Denali cites nowhere in the record which shows that such requirements were satisfied by WeCare or that such requirements were carried out. Rather, Denali points to mere aspirations and hopes in support of its contention that WeCare continued its operations, ignoring the practical realities which resulted from the transaction between Denali and WeCare. In short, Defendant fails to point to any factual dispute over whether WeCare continued its ordinary business operations - it did not.

"[A] *de facto* merger analysis, as viewed by this Court in Farris, *supra*, and by the Superior Court in several decisions prior to the instant case, requires that a court look beyond the superficial formalities of a transaction in order to examine the transactional realities and their consequences." Pizzano Bros., 42 A.3d at 968. Examining what actually occurred in this transaction reveals that WeCare was left unable to continue its operation and that Denali picked up the business where WeCare had left off. Denali points to what WeCare hoped would occur (a ramp up in business) in an attempt to show that WeCare continued its business. But, as evidenced by the record, no such ramp up ever came to fruition as WeCare remained unable to pay its unsecured creditors - such as the Plaintiff here. Likewise, Defendant points to the supposed continuation of WeCare, but produces no factual evidence to contradict WeCare's statement that it was and remains a "defunct" entity. More so, Denali produces no evidence of distributions, profits, or contracts post-dating the Closing date under the APA to support its argument that WeCare's business continued. While Defendant points to a contract which was not included in the APA as evidence that WeCare continued its business, it fails to produce any evidence detailing what that contract was or whether it related to WeCare's business pertaining to biosolids which was sold under the APA despite having the opportunity to do so. To the contrary, the APA clearly provides that Denali purchased WeCare's business, defined by the APA as "the business and operations of the Seller as of the Closing which includes the collection, hauling, treatment and composting of yard and wood waste, biosolids, and other waste products collected pursuant to contracts with municipalities and state governments relating to the Acquired Contracts and the other Acquired Assets." APA, Section II, Definitions. The whole of WeCare's business was purchased by Denali under the guise of an asset purchase arrangement while entirely separate entities and their assets - owned also by Gregory - were excluded from the transaction. See Request for Admissions Number 5 deemed admission: "Admit that Denali continued WeCare's business." Defendant's attempt to point to provisions in the APA to suggest that WeCare's business continued is futile and does not create a disputed material fact absent the submission of evidence showing that WeCare's business *actually* continued and thus must be rejected. See Johnson v. Harris, 615 A.2d 771, 778 n. 4 (Pa. Super. 1992) ("Summary judgment is an adversarial proceeding. Once the moving party produces evidence showing no genuine issue of fact exists, the non-moving party cannot rest on its averments. It is the responsibility of the non-moving party, by affidavit or otherwise, to show a genuine issue of material fact exists.").

JONATHAN CAMPBELL, in his own right and t/d/b/a CAMPBELL CROPS  
v. WE CARE ORGANICS LLC and DENALI WATER SOLUTIONS LLC

By finding that the predecessor entity ceases to exist, "[t]he *de facto* merger doctrine recognizes that an essential characteristic of a merger is that one corporation survives while the other ceases to exist." Berg Chilling Sys., Inc. v. Hull Corp., 435 F.3d 455, 470 (3d Cir. 2006). "Under Pennsylvania law, however, a corporation need not completely cease to exist." Lehman Bros., 989 F.Supp. 2d at 436. "Courts have found this factor to be satisfied when the predecessor corporation does not dissolve, but is reduced to an assetless shell." Id. (citing Knapp v. N Am. Rockwell Corp., 506 F.2d 361, 368-69 (3d Cir.1974) ("Denying [plaintiff] the right to sue [the successor] because of the barren continuation of [the predecessor] after the exchange with [the successor] would allow a formality to defeat [plaintiff]'s recovery. Although [the predecessor] technically existed as an independent corporation, it had no substance.") (applying Pennsylvania law); Com. v. Lavelle, 555 A.2d 218, 228 (Pa. Super. 1989) ("There was also a cessation of ordinary business by [the predecessor] shortly after the formation of [the successor], and, although the corporation was not dissolved, it was reduced to an assetless shell."); Chicago Title Ins. Co. v. Lexington & Concord Search & Abstract, LLC, 513 F.Supp. 2d 304,315 (E.D. Pa. 2007) ("The predecessor corporation need not actually dissolve; reduction to an assetless shell is sufficient.") (applying Pennsylvania law)).

Defendant argues that because WeCare is still technically "active" on state entity registration databases it cannot be deemed to have ceased to exist. Such argument would require the Court to ignore WeCare's existence as continuing in name only. In reality, it is an inactive, defunct entity which no longer conducts its previous business involving the collection of collecting, hauling, treating, and composting of yard and biosolid waste. In its place, Denali has picked up where WeCare left off to continue such business. See Request for Admission, No. 5. Pennsylvania law does not require a formal dissolution of an entity to find that cessation has occurred; rather, a finding that an entity no longer conducts business and is an "assetless shell" is sufficient to find this prong of the *de facto* merger analysis met.

All four factors of the *de facto* merger doctrine clearly weigh in Plaintiffs favor. The transaction between Denali and WeCare resulted in the consolidation and merger of the entities. It resulted in WeCare ceasing its biosolids business and shifting it entirely to Denali to continue, while in the meantime avoiding its obligation to unsecured creditors such as the Plaintiff and shedding the liabilities its assets were previously burdened with. The imposition of judgment upon Denali pursuant to the *de facto* merger doctrine is entirely appropriate.

(Plaintiff's SJM, Reply Brief pp. 2-8) (footnote omitted).

Accordingly, this Court entered its Order of February 16, 2024, granting Plaintiff's summary judgment motion and finding that Denali was liable to Plaintiff on successor liability grounds under a *de facto* merger theory, which order was reduced to judgment on March 13, 2024.

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## **ESTATE & TRUST NOTICES**

### **FIRST PUBLICATION**

**ESTATE OF ROSE MARIE  
NEIDLINGER a/k/a ROSE M.  
NEIDLINGER** late of Dauphin County,  
PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

**Executor:** Thomas L. Neidlinger, Jr.

**Attorney:** Ryan A. Webber, Esquire,  
WEBBER LAW, PLLC, 5000 Ritter Road,  
Suite 202, Mechanicsburg, PA 17055;  
(717) 790-2410 a16-30

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**ESTATE OF ANNETTE JEAN  
STONEBRAKER**, late of Dauphin County,  
PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

**Executrix:** Sarah A. Stonebraker, 403  
Mountainview Lane, Dauphin, PA 17018  
a16-30

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**ESTATE OF JAMES SPEVACEK,  
a/k/a JAMES RICHARD SPEVACEK**,  
late of Swatara Township, Dauphin  
County, PA (died: February 17, 2024)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

**Executor:** Arthur Joseph Spevacek, Jr.,  
c/o Bruce J. Warshawsky, Esquire,  
Cunningham, Chernicoff & Warshawsky,  
P.C., P.O. Box 60457, Harrisburg, PA  
17106-0457 a16-30

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**ESTATE OF ISAAC BAHARLIAS**, late  
of Harrisburg City, Dauphin County, PA  
(died: May 28, 2024)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

**Executor:** Memos Baharlias, c/o Bruce  
J. Warshawsky, Esquire, Cunningham,  
Chernicoff & Warshawsky, P.C., P.O. Box  
60457, Harrisburg, PA 17106-0457  
a16-30

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**ESTATE OF ANNA R. FULTON**, late of  
Middle Paxton Township, Dauphin  
County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

**Executor:** William R. Fulton, 345  
Mooredale Road, Carlisle, PA 17015

**Attorney:** R. Benjamin Cramer,  
Esquire, P. O. Box 159, Duncannon, PA  
17020 a16-30

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**ESTATE OF CHRISTINA SWAVOLA**,  
late of Lower Paxton Township, Dauphin  
County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Administrator or attorney, and all persons indebted to the decedent to make payment to the Administrator without delay.

**Administrator:** Jacob Michael-Ray  
Hall, 625 Lesentier Lane, Harrisburg, PA  
17112

**Attorney:** Deborah E. Crum, Esquire,  
SMIGEL, ANDERSON & SACKS, LLP, 4431  
North Front Street, Third Floor,  
Harrisburg, PA 17110 a16-30

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**ESTATE OF ROSALBA S. JACOBS**, late of Derry Township, Dauphin County, PA (died: July 22, 2024)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

**Executrix:** Noreen S. Jones, c/o George W. Porter, Esquire, 909 E. Chocolate Ave., Hershey, PA 17033

**Attorney:** George W. Porter, Esquire, 909 E. Chocolate Ave., Hershey, PA 17033 a16-30

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**ESTATE OF DONNA WRIGHT**, late of Susquehanna Township, Dauphin County, PA (died: July 9, 2024)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

**Executrix:** Michelle McClenahan, 3506 Ridgeway Road, Harrisburg, PA 17109 a16-30

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**ESTATE OF BONITA K. BARRICK a/k/a BONITA K. SHADLE** of Lower Paxton Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

**Executor:** Irvin G. Shadle, 1340 Quail Hollow Road, Harrisburg, PA 17112

**Attorney:** LeRoy Smigel, Esquire, SMIGEL, ANDERSON & SACKS, LLP, 4431 North Front Street, Fl. 3, Harrisburg, PA 17110-1778 a16-30

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**ESTATE OF JAMES A. MOSBY, SR.**, late of Steelton, Dauphin County, PA (died: May 18, 2010)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons

indebted to the decedent to make payment to the Executrix without delay.

**Executrix:** Joyce A. Spivey, c/o George W. Porter, Esquire, 909 E. Chocolate Ave., Hershey, PA 17033

**Attorney:** George W. Porter, Esquire, 909 E. Chocolate Ave., Hershey, PA 17033 a16-30

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## **SECOND PUBLICATION**

**ESTATE OF ANITA L. EMERY**, late of Susquehanna Township, Dauphin County, PA (died: June 24, 2024)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

**Executor:** Mark K. Emery, c/o Bruce J. Warshawsky, Esquire, Cunningham, Chernicoff & Warshawsky, P.C., P.O. Box 60457, Harrisburg, PA 17106-0457

a9-23

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**ESTATE OF ROBERT ALLEN WALTON a/k/a ROBERT A. WALTON**, late of Swatara Township, Dauphin County, PA (died: June 6, 2024)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

**Executrix:** Kim Howard, c/o Bruce J. Warshawsky, Esquire, Cunningham, Chernicoff & Warshawsky, P.C., P.O. Box 60457, Harrisburg, PA 17106-0457

a9-23

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**ESTATE OF CHRISTA SEILER**, late of Rush Township, Dauphin County, PA (died: July 17, 2024)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

**Executrix:** Amber J. Seiler, 40 Million Dollar Road, Halifax, PA 17032

**Attorney:** Gregory M. Kerwin, Esquire,  
Kerwin & Kerwin, LLP, 4245 State Route  
209, Elizabethtown, PA 17023 a9-23

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**ESTATE OF ERNA ELIZABETH  
ZIMMERMAN a/k/a ERNA E.  
ZIMMERMAN**, late of Highspire,  
Dauphin County, PA (died: July 8, 2024)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

**Executrix:** Shirley A. Jones, c/o  
George W. Porter, Esquire, 909 E.  
Chocolate Ave., Hershey, PA 17033

**Attorney:** George W. Porter, Esquire,  
909 E. Chocolate Ave., Hershey, PA  
17033 a9-23

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**ESTATE OF MICHAEL T.  
MALINOWSKI**, late of Watts Township,  
Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

**Executrix:** Kaylee M. Clouser

**Attorney:** David R. Galloway, Esquire,  
WALTERS & GALLOWAY, PLLC, 39 West  
Main Street, Mechanicsburg, PA 17055  
a9-23

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**ESTATE OF LEONA M. A. BAUMBACH  
a/k/a LEONA M. BAUMBACH**, late of  
Lykens Township, Dauphin County, PA  
(died: April 10, 2024)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

**Executor:** Paul Allen Anderson, 335  
West Middle Road, Lykens, PA 17048

**Attorney:** Joseph D. Kerwin, Esquire,  
Kerwin & Kerwin, LLP, 4245 State Route  
209, Elizabethtown, PA 17023 a9-23

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**ESTATE OF BETTY I. LEBO**, late of  
Halifax Borough, Dauphin County, PA  
(died: July 13, 2024)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

**Executrix:** Kelly Nace, 7310 Horse  
Valley Road, P.O. Box 73, East Waterford,  
PA 17021

**Attorney:** Joseph D. Kerwin, Esquire,  
Kerwin & Kerwin, LLP, 4245 State Route  
209, Elizabethtown, PA 17023 a9-23

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**ESTATE OF MILDRED H. SPANGLER**,  
late of Susquehanna Township, Dauphin  
County, PA (died: June 3, 2023)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

**Executrix:** Jane S. Delsordo, 2236  
Buttonwood Circle, Harrisburg, PA 17110

**Attorney:** Christa M. Aplin, Esquire,  
JSDC Law Offices, 11 East Chocolate  
Avenue, Suite 300, Hershey, PA 17033;  
(717) 533-3280 a9-23

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**ESTATE OF CARL EISWERTH, JR.,**  
late of Lykens Borough, Dauphin County,  
PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Administratrix or attorney, and all persons indebted to the decedent to make payment to the Administratrix without delay.

**Administratrix:** Janet Watts Eiswerth,  
423 S. Second St., Lykens, PA 17048

**Attorney:** William R. Swinehart,  
Esquire, WIEST, MUOLO, NOON,  
SWINEHART & BATHGATE, 240-246  
Market Street, Sunbury, PA 17801

a9-23

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**ESTATE OF EDWARD E. GRUNDEN, a/k/a EDWARD EUGENE GRUNDEN**, late of West Hanover Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

**Executrix:** Patricia Fox, 7914 Manor Drive, Harrisburg, PA 17112

**Attorney:** Andrew S. Withers, Esquire, Etzweiler and Withers, 105 N. Front Street, Harrisburg, PA 17101; (717) 234-5600 a9-23

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**ESTATE OF ROGER HOLTZMAN a/k/a ROGER LEE HOLTZMAN**, late of Mifflin Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Co-Administrators or attorney, and all persons indebted to the decedent to make payment to the Co-Administrators without delay.

**Co-Administrators:** Bonnie L. Kuhns, 1565 Stony Creek Road, Dauphin, PA 17018; Paul N. Leffler, 855 W. Market Street, Gratz, PA 17030

**Attorney:** Andrew S. Withers, Esquire, Etzweiler and Withers, 105 N. Front Street, Harrisburg, PA 17101; (717) 234-5600 a9-23

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**ESTATE OF SHERWOOD A. WITMER**, late of Susquehanna Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Co-Executors or attorney, and all persons indebted to the decedent to make payment to the Co-Executors without delay.

**Co-Executors:** Bruce E. Witmer, 45 Peacock Drive, Carlisle, PA 17015; Chris A. Witmer, 428 Lefevre Road, Easton, PA 18040

**Attorney:** Andrew S. Withers, Esquire, Etzweiler and Withers, 105 N. Front Street, Harrisburg, PA 17101; (717) 234-5600 a9-23

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NOTICE OF ADMINISTRATION for the **ESTATE OF GOLDIE H. BOYER a/k/a GOLDIE CATHERINE BOYER a/k/a GOLDIE C. BOYER** and NOTICE OF **TRUST ADMINISTRATION** of the **GOLDIE H. BOYER LIVING TRUST** dated May 14, 2008, following the death of Goldie H. Boyer, late of Lower Paxton Township, Dauphin County, Pennsylvania on May 30, 2024 (the Decedent"), is hereby given.

All persons having claims against the Decedent, Estate, or Trust are requested to present them for settlement and all persons indebted to the Decedent, Estate, or Trust are requested to make immediate payment to:

**Executor & Trustee:** Edward C. Boyer, c/o Edward P. Seeber, Esquire, JSDC Law Offices, Suite C-400, 555 Gettysburg Pike, Mechanicsburg, PA 17055; 717-533-3280 a9-23

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### **THIRD PUBLICATION**

**ESTATE OF ROBERT L. KERSHAW, a/k/a ROBERT I. KERSHAW, SR.**, late of Lower Paxton Township, Dauphin County, PA (died: May 17, 2024)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

**Executor:** Richard L. Kershaw, 2 Hathaway Lane, Savannah, GA 31411

**Attorney:** James J. McCarthy, Jr., Esquire, McCarthy Tax Law, PC, 2041 Herr Street, Harrisburg, PA 17103-1624 a2-16

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**ESTATE OF DAVID L. ZUMBRO**, late of Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Administrator or attorney, and all persons indebted to the decedent to make payment to the Administrator without delay.

**Administrator:** Maxwell Z. Zumbro, 3759 Rutherford Street, Harrisburg, PA 17111 a2-16

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**ESTATE OF PATRICIA C. KENDRA**, late of Lower Paxton Township, Dauphin County, PA (died: December 26, 2023)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons indebted to the decedent to make payment to the Executor without delay.

**Executor:** Thomas J. Kendra, 1521 Terrill Road, Harrisburg, PA 17109

**Attorney:** Robert G. Radebach, Esquire, 912 North River Road, Halifax, PA 17032; 717-896-2666 a2-16

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**ESTATE OF EILEEN M. KEITER**, late Upper Paxton Township, Dauphin County, PA (died: June 20, 2024)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

**Executrix:** Carol A. Gingrich, 925 Lenker Drive, Millersburg, PA 17061

**Attorney:** Terrence J. Kerwin, Esquire, Kerwin & Kerwin, LLP, 4245 State Route 209, Elizabethville, PA 17023 a2-16

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**ESTATE OF RONALD P. WEAVER a/k/a RONALD PATRICK WEAVER**, late of Susquehanna Township, Dauphin County, PA (died: June 13, 2024)

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executrix or attorney, and all persons indebted to the decedent to make payment to the Executrix without delay.

**Executrix:** Candra L. Weaver, 5006 Virginia Ave., Harrisburg, PA 17109

a2-16

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**ESTATE OF ROSEANNA TITLOW**, late of Upper Paxton Township, Dauphin County, PA

The Register of Wills has granted Letters on the Estate of the Decedent. Notice is hereby given to request all persons having claims against the decedent to make known the same to the Executor or attorney, and all persons

indebted to the decedent to make payment to the Executor without delay.

**Executor:** George Allen, 369 Zions Church Road, Shoemakersville, PA 19555

**Attorney:** Andrew S. Withers, Esquire, Etzweiler and Withers, 105 N. Front Street, Harrisburg, PA 17101; (717) 234-5600 a2-16

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## **CORPORATE NOTICES**

NOTICE IS HEREBY GIVEN that pursuant to the applicable provisions of 15 Pa.C.S. Section 415 or 417, **K.V.K. Contracting Inc.**, a corporation incorporated under the laws of the State of Florida with its registered office in PA at c/o: Incorp Services Inc., Dauphin County, intends to file a Statement of Withdrawal of Foreign Registration with the Dept. of State. a16

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NOTICE IS HEREBY GIVEN to all persons interested or who may be affected by the Dissolution of **MOUNTAINTOP WHITETAIL HAVEN, INC.**, a Pennsylvania Business Corporation, that it intends to file with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, Articles of Dissolution, and that the Board of Directors is now engaged in winding up and settling the affairs of said Corporation so that its corporate existence shall be ended by the issuance of a Certificate of Dissolution by the Department of State of the Commonwealth of Pennsylvania under the provisions of the Business Corporation Law of 1988 of the Commonwealth of Pennsylvania. a16

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NOTICE IS HEREBY GIVEN that **Vac-Con, Inc.**, a foreign corporation formed under the laws of the State of Delaware and its principal office is located at 500 Lake Cook Rd., Ste. 400, Deerfield, IL 60015, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 8/2/24, under the provisions of Chapter 4 of the Association Transactions Act. The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin. a16

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NOTICE IS HEREBY GIVEN that **6DG US, INC.**, a foreign corporation formed under the laws of the State of Delaware and its principal office is located at 1209 Orange St., Wilmington, DE 19801, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 7/11/24, under the provisions of Chapter 4 of the Association Transactions Act. The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin. a16

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NOTICE IS HEREBY GIVEN that a Foreign Registration Statement has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on or about 7/30/2024 for a foreign corporation by the name of and with a registered address in the Commonwealth of Pennsylvania as follows: **QUORUM BUSINESS SOLUTIONS (U.S.A.), INC.** c/o Registered Agent Solutions, Inc.

This corporation is incorporated under the laws of Nevada.

The address of its principal office is 811 Main Street, Suite 2200, Houston, TX 77002.

The corporation has been registered in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended. a16

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NOTICE IS HEREBY GIVEN that a Foreign Registration Statement has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on or about 7/15/2024 for a foreign corporation by the name of and with a registered address in the Commonwealth of Pennsylvania as follows: **MODERN PHYSICIAN GROUP 2, TEXAS, P.C.** c/o Registered Agent Solutions, Inc.

This corporation is incorporated under the laws of Texas.

The address of its principal office is 3944 Ranch Road, Suite 620, Bee Cave, TX 78738.

The corporation has been registered in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended. a16

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NOTICE IS HEREBY GIVEN **Evolution Touring, Inc.** filed a Foreign Registration Statement with the Commonwealth of Pennsylvania. The address of its principal office under the laws of its jurisdiction is 1880 Century Park East, Suite 1600, Los Angeles, CA 90067. The Commercial Registered Office provider is eResidentAgent, Inc. in Dauphin County. The Corporation is filed in compliance with the requirements of the applicable provision of 15 Pa. C.S. 412. a16

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NOTICE IS HEREBY GIVEN that pursuant to the applicable provisions of 15 Pa.C.S. Section 415 or 417, **TomoTherapy Incorporated**, a corporation incorporated under the laws of the State of Wisconsin with its registered office in PA at 2595 Interstate Drive, Ste. 103, Harrisburg, PA 17110, Dauphin County, intends to file a Statement of Withdrawal of Foreign Registration with the Dept. of State. a16

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NOTICE IS HEREBY GIVEN **EQCARES, INC.**, a foreign business corporation incorporated under the laws of Illinois, with its princ. office located at 9510 Ormsby Station Rd., Ste. 104, Louisville, KY 40223, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions Act. The commercial registered office provider in PA is Corporation Service Company, and shall be deemed for venue and official publication purposes to be located in Dauphin County. a16

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NOTICE IS HEREBY GIVEN **Fortress Warranty Corp.**, a foreign business corporation incorporated under the laws of Texas, with its princ. office located at 2221 Justin Rd. 119, PMB-151, Flower Mound, TX 75028, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions Act. The commercial registered office provider in PA is c/o: Corporation Service Company, and shall be deemed for venue and official publication purposes to be located in Dauphin County. a16

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NOTICE IS HEREBY GIVEN **BIOSERENITY LR, INC.**, a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 99 Rosewood Dr., Ste. 185, Danvers, MA 01923, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions Act. The commercial registered office provider in PA is Corporation Service Company, and shall be deemed for venue and official publication purposes to be located in Dauphin County. a16

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NOTICE IS HEREBY GIVEN **Neology, Inc.**, a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 1917 Palomar Oaks Way, Ste. 110, Carlsbad, CA 92008, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions Act. The commercial registered office provider in PA is c/o: Corporation Service Company, and shall be deemed for venue and official publication purposes to be located in Dauphin County. a16

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NOTICE IS HEREBY GIVEN that a Foreign Registration Statement has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on or about 7/19/2024 for a foreign corporation by the name of and with a registered address in the Commonwealth of Pennsylvania as follows: **THE WYMAN COMPANY, INC.** c/o URS AGENTS, LLC

This corporation is incorporated under the laws of Florida.

The address of its principal office is 2807 SW 117<sup>th</sup> Street, Gainesville, FL 32608.

The corporation has been registered in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended. a16

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NOTICE IS HEREBY GIVEN that **T&T Masonry, Inc.**, a foreign business corporation incorporated under the laws of the State of Delaware, received a Certificate of Authority/Foreign Registration in Pennsylvania on October 23, 2018, and will surrender its Certificate of Authority/Foreign Registration to do business in Pennsylvania.

The address of its principal office is 520 Mud Mill Road, Marydel, DE 19964.

Its last registered office in this Commonwealth was located at: c/o Incorporating Services, Ltd. and the last registered office shall be deemed for venue and official publication purposes to be located in Dauphin County, Pennsylvania. a16

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NOTICE IS HEREBY GIVEN that a Foreign Registration Statement has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on or about 7/27/2024 for a foreign corporation by the name of and with a registered address in the Commonwealth of Pennsylvania as follows: **Data Method, Inc.** c/o Registered Agent Solutions, Inc.

This corporation is incorporated under the laws of Delaware.

The address of its principal office is 2219 Massachusetts Ave., Lexington, MA 02421.

The corporation has been registered in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended. a16

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NOTICE IS HEREBY GIVEN that **Holmes Oil Distributing Inc.** a foreign business corporation incorporated under the laws of the State of Ohio, received a Certificate of Authority/Foreign Registration in Pennsylvania on September 25, 2015, and will surrender its Certificate of Authority/Foreign Registration to do business in Pennsylvania.

The address of its principal office is PO Box 148, Millersburg, OH 44654.

Its last registered office in this Commonwealth was located at: c/o AAAgent Services, LLC and the last registered office shall be deemed for venue and official publication purposes to be located in Dauphin County, Pennsylvania. a16

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NOTICE IS HEREBY GIVEN **Herzog & De Meuron US, Inc.**, a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 199 Lafayette St., Ste. 5B, New York, NY 10012, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions Act. The commercial registered office

provider in PA is c/o: Corporation Service Company, and shall be deemed for venue and official publication purposes to be located in Dauphin County. a16

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NOTICE IS HEREBY GIVEN **BiosPacific, Inc.**, a foreign business corporation incorporated under the laws of Minnesota, with its princ. office located at 5980 Horton St., Ste. 360, Emeryville, CA 94608, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions Act. The commercial registered office provider in PA is c/o: Corporation Service Company, and shall be deemed for venue and official publication purposes to be located in Dauphin County. a16

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NOTICE IS HEREBY GIVEN **Prompt Therapy Solutions, Inc.**, a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 1000 Maxwell Ln., Ste. 700, Hoboken, NJ 07030, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions Act. The commercial registered office provider in PA is c/o: Corporation Service Company, and shall be deemed for venue and official publication purposes to be located in Dauphin County. a16

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NOTICE IS HEREBY GIVEN **RP Illusions, Corp.**, a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 7975 N. Hayden Rd., Ste. D-280, Scottsdale, AZ 85258, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions Act. The commercial registered office provider in PA is c/o: Corporation Service Company, and shall be deemed for venue and official publication purposes to be located in Dauphin County. a16

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NOTICE IS HEREBY GIVEN **Arch Painting, Inc.**, a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at One Presidential Way, Ste. 109, Woburn, MA 01801, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions

Act. The commercial registered office provider in PA is c/o: Corporation Service Company, and shall be deemed for venue and official publication purposes to be located in Dauphin County. a16

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NOTICE IS HEREBY GIVEN **CAI International, Inc.**, a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at Steuart Tower, 1 Market Plaza, Ste. 2400, San Francisco, CA 94105, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions Act. The commercial registered office provider in PA is c/o: Corporation Service Company, and shall be deemed for venue and official publication purposes to be located in Dauphin County. a16

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NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania, for a business corporation which has been incorporated under the provisions of the Business Corporation Law of 1988. The name of the corporation is: **ACA InsureMe, Inc.** The date of incorporation is 7/30/24. a16

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NOTICE IS HEREBY GIVEN that **Superior Construction Co., Inc.**, a foreign corporation formed under the laws of the State of Indiana and its principal office is located at 1455 Louis Sullivan Dr., Portage, IN 46368, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 7/18/24, under the provisions of Chapter 4 of the Association Transactions Act. The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin. a16

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NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania, for a business corporation which has been incorporated under the provisions of the Business Corporation Law of 1988. The name of the corporation is: **KEMBO, Inc.** The date of incorporation is 4/15/24. a16

NOTICE IS HEREBY GIVEN that **Roadside Protect, Inc.**, a foreign corporation formed under the laws of the State of Illinois and its principal office is located at 1000 W. Irving Park Rd., Itasca, IL 60143, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 7/25/24, under the provisions of Chapter 4 of the Association Transactions Act.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin. a16

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NOTICE IS HEREBY GIVEN that **Lenovo Product Marketplace, Inc.**, a foreign corporation formed under the laws of the State of Delaware and its principal office is located at 8001 Development Dr., Morrisville, NC 27560, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 7/23/24, under the provisions of Chapter 4 of the Association Transactions Act.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin. a16

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NOTICE IS HEREBY GIVEN that, Articles of Inc. were filed with the Dept. of State for **MIC MATAMORAS ISLAMIC CENTER**, a nonprofit corporation organized under the Pennsylvania Nonprofit Corporation Law of 1988, exclusively for charitable purposes. a16

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## **FICTITIOUS NAMES NOTICES**

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Fictitious Names Act of Pennsylvania that an application for registration of a fictitious name was filed with the Department of State of the Commonwealth of Pennsylvania, for the conduct of a business under the fictitious name of **Pennsylvania Building Supply** with its principal office or place of business at 2150 E. Lake Cook Rd., Ste. 1010, Buffalo Grove, IL 60089. The names and addresses, including street and number, if any, of all persons who are parties to the registration are: US LBM

Operating Co. 2009, LLC, 2150 E. Lake Cook Rd., Ste. 1010, Buffalo Grove, IL 60089. a16

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NOTICE IS HEREBY GIVEN that **GPAC America, Inc.**, a foreign corporation formed under the laws of the State of Delaware and its principal office is located at 790 Welch Rd., Commerce TWP, MI 48390, has registered to do business in Pennsylvania with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on 7/31/24, under the provisions of Chapter 4 of the Association Transactions Act.

The registered office in Pennsylvania shall be deemed for venue and official publication purposes to be located in Dauphin. a16

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NOTICE IS HEREBY GIVEN pursuant to the provisions of the Fictitious Names Act of Pennsylvania that an application for registration of a fictitious name was filed with the Department of State of the Commonwealth of Pennsylvania, for the conduct of a business under the fictitious name of **Onity Mortgage** with its principal office or place of business at 2000 Midlantic Dr., Ste. 410-A, Mount Laurel, NJ 08054. The names and addresses, including street and number, if any, of all persons who are parties to the registration are: PHH Mortgage Corporation, 2000 Midlantic Dr., Ste. 410-A, Mount Laurel, NJ 08054. a16

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## **MISCELLANEOUS NOTICES**

**IN THE COURT OF COMMON PLEAS  
OF DAUPHIN COUNTY,  
PENNSYLVANIA**

**DOCKET NO.: 2024-CV-01363**

**CIVIL DIVISION**

**WILMINGTON SAVINGS FUND  
SOCIETY, FSB, NOT IN ITS  
INDIVIDUAL CAPACITY BUT SOLELY  
AS OWNER TRUSTEE FOR THE FLIC  
RESIDENTIAL MORTGAGE LOAN  
TRUST 1, PLAINTIFF  
VS.  
MARCELLINE FIAVI, AS BELIEVED  
HEIR AND/OR ADMINISTRATOR TO  
THE ESTATE OF KOSSI FIAVI, AKA**

**KOSSI E. FIAVI; UNKNOWN HEIRS,  
AND/OR ADMINISTRATORS TO THE  
ESTATE OF KOSSI FIAVI, AKA KOSSI  
E. FIAVI, DEFENDANTS**

NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY PURSUANT TO  
PENNSYLVANIA RULE OF CIVIL  
PROCEDURE 3129

To: Marcelline Fiavi, as believed Heir  
and/or Administrator to the Estate of  
Kossi Fiavi, AKA Kossi E. Fiavi  
935 South 16<sup>th</sup> Street  
Harrisburg, PA 17104

TAKE NOTICE:

THAT THE Sheriff's Sale of Real Property  
(Real Estate) will be held at the Dauphin  
County Sheriff's Office, in the  
Commissioner's Hearing Room, 4<sup>th</sup> Floor,  
Dauphin County Administration Building,  
2 South 2<sup>nd</sup> Street, Harrisburg, PA 17101  
on October 17, 2024 at 10:00AM  
prevailing local time.

THE PROPERTY TO BE SOLD is  
delineated in detail in a legal description  
consisting of a statement of the  
measured boundaries of the property,  
together with a brief mention of the  
buildings and any other major  
improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED  
AS EXHIBIT "A").

The LOCATION of your property to be  
sold is: 935 South 16<sup>th</sup> Street,  
Harrisburg, PA 17104

The JUDGMENT under or pursuant to  
which your property is being sold is  
docketed to: No. 2024-CV-01363

THE NAME(S) OF THE OWNER(S) OR  
REPUTED OWNER(S) OF THIS PROPERTY  
ARE: Marcelline Fiavi, as believed Heir  
and/or Administrator to the Estate of  
Kossi Fiavi, AKA Kossi E. Fiavi; Unknown  
Heirs, and/or Administrators to the  
Estate of Kossi Fiavi, AKA Kossi E. Fiavi

A SCHEDULE OF DISTRIBUTION, being  
a list of the persons and/or governmental  
or corporate entities or agencies being  
entitled to receive part of the proceeds  
of the sale received and to be disbursed  
by the Sheriff (for example to banks that  
hold mortgages and municipalities that  
are owed taxes), will be filed by the  
Sheriff thirty (30) days after the sale,  
and distribution of the proceeds of sale in  
accordance with this schedule will, in  
fact, be made unless someone objects  
by filing exceptions to it, within ten (10)  
days of the date it is filed. Information  
about the Schedule of Distribution may

be obtained from the Sheriff of the Court  
of Common Pleas of Dauphin County, in  
the Commissioner's Hearing Room, 4th  
Floor, Dauphin County Administration  
Building, 2 South 2<sup>nd</sup> Street, Harrisburg,  
PA 17101.

THIS PAPER IS A NOTICE OF THE TIME  
AND PLACE OF THE SALE OF YOUR  
PROPERTY.

IT HAS BEEN issued because there is a  
judgment against you. It may cause  
your property to be held, to be sold or  
taken to pay the Judgment. You may  
have legal rights to prevent your  
property from being taken. A lawyer can  
advise you more specifically of these  
rights. If you wish to exercise your  
rights, you must act promptly.

YOU SHOULD TAKE THIS PAPER TO  
YOUR LAWYER AT ONCE. GO TO OR  
TELEPHONE THE OFFICE SET FORTH  
BELOW TO FIND OUT WHERE YOU CAN  
GET FREE LEGAL ADVICE.

Dauphin County Lawyer Referral Service  
213 North Front Street  
Harrisburg, PA 17101  
(717) 232-7536

THE LEGAL RIGHTS YOU MAY HAVE  
ARE:

1. You may file a petition with the Court  
of Common Pleas of Dauphin County to  
open the Judgment if you have a  
meritorious defense against the person  
or company that has entered judgment  
against you. You may also file a petition  
with the same Court if you are aware of  
a legal defect in the obligation or the  
procedure used against you.

2. After the Sheriff's Sale, you may file  
a petition with the Court of Common  
Pleas of Dauphin County to set aside the  
sale for a grossly inadequate price or for  
other proper cause. This petition must  
be filed before the Sheriff's Deed is  
delivered.

3. A petition or petitions raising the  
legal issues or rights mentioned in the  
preceding paragraphs must be presented  
to the Court of Common Pleas of Dauphin  
County. The petition must be served on  
the attorney for the creditor or on the  
creditor before presentation to the Court  
and a proposed order or rule must be  
attached to the petition. If a specific  
return date is desired, such date must be  
obtained from the Court Administrator's  
Office, Dauphin County Courthouse, 101  
Market Street, Suite 101, Harrisburg, PA  
17101, before presentation of the  
petition to the Court.

Dated: 6/27/24  
Cristina L. Connor, Esquire (318389)  
Manley Deas Kochalski LLC  
P. O. Box 165028  
Columbus, OH 43216-5028  
Telephone: 614-220-5611  
Fax: 614-220-5613

Email: [clconnor@manleydeas.com](mailto:clconnor@manleydeas.com)  
a16 Attorney for Plaintiff

717-232-7536

Katie M. Housman, Esquire  
for Plaintiff  
1719 N. Front St.  
Harrisburg, PA 17102  
717-234-4178

---

**IN THE COURT OF COMMON PLEAS  
OF DAUPHIN COUNTY,  
PENNSYLVANIA**

**NO. 2024-CV-4137**

**CIVIL ACTION - LAW  
IN EJECTMENT**

**ROBERTA STOUGHTON, PLAINTIFF  
VS.  
SARAH OLSON, DEFENDANT**

To: Sarah Olson, Defendant

YOU ARE HEREBY NOTIFIED that on 6/13/24, Plaintiff filed a Complaint in Ejectment endorsed with a Notice to Defend, against you in the Court of Common Pleas of Dauphin County, PA, docketed to No 2024-CV-4137, wherein Plaintiff seeks possession of the property located at 1725 N. 6<sup>th</sup> St., Harrisburg, PA 17102.

YOU ARE HEREBY NOTIFIED to plead to the above-referenced Complaint on or before 20 days from the date of this publication or a Judgment will be entered against you.

**NOTICE**

YOU HAVE BEEN SUED in Court. If you wish to defend, you must enter a written appearance personally or by an 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. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS NOTICE 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.

Dauphin County  
Lawyer Referral Service  
213 N. Front St.  
Harrisburg, PA 17101

a16

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**NOTICE  
TO THE FATHER OF ZION MORALES**

A PETITION has been filed asking the court to put an end to all rights you have to your child Zion Morales. The court has set a hearing to consider ending your rights to your child. That hearing will be held in Courtroom 7 of the Dauphin County Courthouse, located on the 5<sup>th</sup> Floor, at 101 Market St, Harrisburg, PA 17101 on September 9, 2024 AT 9:00 AM. You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your child may be ended by the court without your being present.

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, THE OFFICE BELOW 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.

Dauphin County Public Defender's Office  
Dauphin County Administration Building  
2 South Second Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17101

a16

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**NOTICE  
TO STEVYNIA IMANEI GUDE**

A PETITION has been filed asking the court to put an end to all rights you have to your children TYMETRIA ARMANI GUDE and ARNEZ MAXIMUS GUDE. The court has set a hearing to consider ending your rights to your children. That hearing will be held in the Dauphin County Courthouse, 101 Market Street, Harrisburg, Pennsylvania in Courtroom 7, 5th Floor on September 5, 2024, at 1:30 p.m. You are warned that even if you fail to appear at the scheduled hearing, the



hearing will go on without you and your rights to your children may be ended by the court without your being present.

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.

PUBLIC DEFENDER'S OFFICE  
2 South 2<sup>nd</sup> Street, #2  
Harrisburg, PA 17101  
Telephone: 717-780-6370

a16

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## **NAME CHANGE NOTICES**

**IN THE COURT OF COMMON PLEAS  
OF DAUPHIN COUNTY,  
PENNSYLVANIA**

CHANGE OF NAME

NOTICE IS HEREBY GIVEN that on the 25<sup>th</sup> day of July 2024, the Amended Petition of Crystal Marie Rodriguez was filed in the above-named Court, requesting an order to change the name of **Crystal Marie Rodriguez** to **Chris Carmelo Rodriguez**.

The Court has fixed the 30<sup>th</sup> day of September 2024, at 9:00 a.m., in Courtroom 9, of the Dauphin County Courthouse, 101 Market Street, Harrisburg, Pennsylvania 17101, as the time and place for the hearing on said Petition, when and where all interested parties may appear and show cause, if any, why the request of the Petitioner should not be granted.

a16

Derek Cordier, Esquire  
Attorney for Petitioner

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**BAR ASSOCIATION PAGE**  
**Dauphin County Bar Association**  
**213 North Front Street, Harrisburg, PA 17101-1493**  
**www.dcba-pa.org**  
**Phone: (717) 232-7536 Fax: (717) 234-4582**

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The Board of Directors of the Bar Association meets on the third Thursday of the month at the Bar Association headquarters. Anyone wishing to attend or have matters brought before the Board should contact the Bar Association office in advance.

**REPORTING OF ERRORS IN ADVANCE SHEET**

The Bench and Bar will contribute to the accuracy in matters of detail of the permanent edition of the Dauphin County Reporter by sending to the editor promptly, notice of all errors appearing in this advance sheet. Inasmuch as corrections are made on a continuous basis, there can be no assurance that corrections can be made later than thirty (30) days from the date of this issue but this should not discourage the submission of notice of errors after thirty (30) days since they will be handled in some way if at all possible. Please send such notice of errors to: Dauphin County Reporter, Dauphin County Bar Association, 213 North Front Street, Harrisburg, PA 17101-1493.

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*Opinions Not Yet Reported*

---

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**BAR ASSOCIATION PAGE**  
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LUNCH & LEARN Substantive Credit

**INVESTIGATING ELDER ABUSE AND  
NEGLECT IN CARE FACILITIES**

Tuesday, September 10, 2024  
11:30 AM Lunch | 12 Noon | DCBA

FEATURING:

**Jennifer Snerr**

Supervisory Special Agent, Care Dependent Team  
PA Office of Attorney General

**Christopher Sherwood**

Senior Deputy Attorney General  
PA Office of Attorney General

&

**Detective William "Rich" Wable**

Lower Paxton Township Police Department


**Moderated by:**

**Jan Matthew Tamanini**

JMT Law, LLC

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- Monthly (4 issues) .....\$ 300
- Single Issue .....\$ 100

#### **One-Half Page ad:**

- Weekly (52 issues) .....\$1,500
- Every other week (26 issues) .....\$ 850
- Quarterly (13 issues) .....\$ 600
- Monthly (4 issues) .....\$ 400
- Single Issue .....\$ 150

#### **Full-Page ad:**

- Weekly (52 issues) .....\$3,000
- Every other week (26 issues) .....\$1,500
- Quarterly (13 issues) .....\$ 700
- Monthly (4 issues) .....\$ 500
- Single Issue .....\$ 200

## **Line Print Ads**

Bar page line print only ads is \$7 per line x's the number of issues you run your ad

## **2024 Sponsorship Opportunities**

Click [here](#) to view the 2024 Sponsorship Opportunities Kit

# FALL MEMBERSHIP MEETING

WEDNESDAY, SEPTEMBER 25, 2024 | 12 NOON



**Country Club of Harrisburg**  
**401 Fishing Creek Valley Road, Harrisburg**

#### AGENDA:

- Presentation of New Members
- State of the Bar
- Treasurer's Report
- Presentation of Astonishing Advocate check from Thomas A. Archer to MidPenn Legal Services
- PBA Pro Bono Lawyer of the year award presented to Christine T. Brann
- Presentation of the Hon. John F. Cherry Award

**\$25 Student Member | \$45 members & guests**



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## ATTORNEY DISCIPLINARY / ETHICS MATTERS

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### **James C. Schwartzman, Esq.**

Judge, Court of Judicial Discipline (retired) • Former Chairman, Judicial Conduct Board of Pennsylvania • Former Chairman, Disciplinary Board of the Supreme Court of PA • Former Chairman, Continuing Legal Education Board of the Supreme Court of PA • Former Chairman, Supreme Court of PA Interest on Lawyers Trust Account Board • Former Federal Prosecutor • Named by his peers as *Best Lawyers in America* 2022 and 2015 Philadelphia "Lawyer of the Year" Ethics and Professional Responsibility Law and Legal Malpractice Law

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