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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

MICHAEL A. FUGOZZOTTO, JR., late of Nicholson Township, Fayette County, PA (3)
Administrator: Michael Fugozzotto, III
 c/o Proden & O'Brien
 99 East Main Street
 Uniontown, PA 15401
Attorney: Wendy L. O'Brien

DEANNA CAROL HIXSON, a/k/a DIANA HIXSON, late of Mesa, Maricopa County, AZ
Executor: Robert David Hixson (3)
 c/o Goodwin Como, P.C.
 108 North Beeson Boulevard, Suite 400
 Uniontown, PA 15401
Attorney: Benjamin F. Goodwin

DORIS ELAINE TANNER, late of Georges Township, Fayette County, PA (3)
Administratrix: Christine L. Gipe
 1157 Georges-Fairchance Road
 Smithfield, PA 15478
Attorney: Douglas S. Sholtis

Second Publication

PENNY E. JORDAN, PENNY ELLEN JORDAN, a/k/a PENNY JORDAN, a/k/a PENNY ELLEN MCGAUGHEY, late of Springhill Township, Fayette County, PA (2)
Administratrix: Ashley McCourt
 c/o Davis & Davis
 107 East Main Street
 Uniontown, PA 15401
Attorney: James T. Davis

SANDRA KING, late of Adah, Fayette County, PA (2)

Executor: Jeffrey Gibson
 166 West Maranta Road
 Mooresville, North Carolina 28117
 c/o Myers Law Group, LLC
 17025 Perry Highway
 Warrendale, PA 15086
Attorney: Kate Cleary Lennen

STANLEY C. KNUPSKY, late of Menallen Township, Fayette County, PA (2)

Executrix: Natasha Sigwalt
 c/o Davis & Davis
 107 East Main Street
 Uniontown, PA 15401
Attorney: Jeremy J. Davis

CHARLES A. VALENTIC, late of South Union Township, Fayette County, PA (2)

Executrix: Julie A. Tupta
 48 Burlington Avenue
 Uniontown, PA 15401
 c/o Loftis Law, LLC
 1650 Broadway Avenue, Floor 1
 Pittsburgh, PA 15216
Attorney: Megan Loftis

First Publication

WAYNE SHERMAN BAIR, SR., late of Nicholson Township, Fayette County, PA (1)
Administrator: Rebecca Jean Angelo
 146 Grandview Avenue
 Point Marion, PA 15474
 c/o Goodwin Como, P.C.
 108 North Beeson Boulevard, Suite 400
 Uniontown, PA 15401
Attorney: Benjamin F. Goodwin

VAN A. DEAN, a/k/a VAN ALAN DEAN, late of Henry Clay Township, Fayette County, PA (1)

Administratrix: Sharon L. Dean
 272 Clover Top Road
 Markleysburg, PA 15459
 c/o Jones Gregg Creehan & Gerace
 20 Stanwix Street, Suite 1100
 Pittsburgh, PA 15222
Attorney: Branden A. Fulciniti

LEGAL NOTICES

**IN THE ORPHANS' COURT DIVISION OF
THE COURT OF COMMON PLEAS OF
WESTMORELAND COUNTY,
PENNSYLVANIA**
No: 061 of 2024

JOHN M. DILWORTH, late of Connellsville,
Fayette County, PA (1)
Executor: Jonathan C. Dilworth
2541 Springfield Pike
Connellsville, PA 15425
c/o 420 Fort Duquesne Boulevard,
16th. Floor
Pittsburgh, PA 15222
Attorney: Raymond P. Parker

JULIUS J. FRANKS, late of Uniontown,
Fayette County, PA (1)
Co-Executors: Ralph Franks and
Patricia A. Gulino
c/o 51 East South Street
Uniontown, PA 15401
Attorney: Anthony S. Dedola, Jr.

KATHLEEN A. MCLAUGHLIN, late of
North Union Township, Fayette County, PA (1)
Executor: Malic J. Kulenovic
c/o Davis & Davis
107 East Main Street
Uniontown, PA 15401
Attorney: Gary J. Frankhouser

DALE R. MCQUILLIS, late of Newell
Borough, Fayette County, PA (1)
Executrix: Tina Louise Staley
P.O. Box 197
Newell, PA 15466
c/o 300 Fallowfield Avenue
Charleroi, PA 15022
Attorney: Richard C. Mudrick

EMMA JANE MEANS, late of Bullskin
Township, Fayette County, PA (1)
Co-Executors: Glenda Miller and
Gilbert Means, Jr.
c/o Adams Law Offices, PC
55 East Church Street, Suite 101
Uniontown, PA 15401
Attorney: Jason Adams

**DWIGHT M. SISLER, a/k/a DWIGHT
MARCUS SISLER**, late of Uniontown, Fayette
County, PA (1)
Executor: Richard A. Sisler
c/o 51 East South Street
Uniontown, PA 15401
Attorney: Webster & Webster

ADOPTION OF
WILLIAM MANSOUR SOLOMON, III

NOTICE
(Involuntary Termination)

TO: William Mansour Solomon, II
A petition has been filed asking the court to put an end to all rights you have to your child William Mansour Solomon, III. The court has set a hearing to consider ending your rights to your child. That hearing will be held in Courtroom # 10 on the 29th day of January , 2025 at 10:30 A.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 CHILD MAY BE ENDED BY THE COURT WITHOUT YOUR BEING PRESENT.**

YOU ARE ALSO NOTIFIED OF THE ACT 101 OF 2010 WHICH ALLOWS FOR AN ENFORCEABLE VOLUNTARY AGREEMENT FOR CONTINUING CONTACT OR COMMUNICATION FOLLOWING AN ADOPTION BETWEEN AN ADOPTIVE PARENT, A CHILD, A BIRTH PARENT, AND/OR A BIRTH RELATIVE OF THE CHILD, IF ALL PARTIES AGREE AND THE WRITTEN VOLUNTARY AGREEMENT IS APPROVED BY THE COURT.

YOU HAVE A RIGHT TO BE REPRESENTED AT THE HEARING BY A LAWYER. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

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IN THE COURT OF COMMON PLEAS OF
FAYETTE COUNTY, PENNSYLVANIA
CIVIL DIVISION
No. 2288 of 2024, G.D.

NANCY D. TERRAVECCHIA,
Plaintiff,

vs.

PASQUALINA TERRAVECCHIO, her heirs and assigns, FRANK TERRAVECCHIO, his heirs and assigns, PETE TERRAVECCHIA his heirs and assigns, ROSE TERRAVECCHIA YOCABET and JAMES YOCABET, their heirs and assigns, MARY GRACE RICH, her heirs and assigns JOHN TERRAVECCHIA, his heirs and assigns, JOSEPH E. TERRAVECCHIA, his heirs and assigns CONSTANCE TERRAVECCHIA PILEWSKI and ALEX PILEWSKI, her husband their heirs and and assigns, ANTHONY TERRAVECCHIA, his heirs and assigns, SAMUEL A. TERRAVECCHIA his heirs and assigns, PHILLIP J. TERRAVECCHIA his heirs and assigns, ESTHER NIEHAUS and RAY NIEHAUS, her husband, their assigns and : assigns, JOE RICH, his heirs and assigns, JOSEPH C. TERRAVECCHIA, PAULINE HROBLAK, JAMES T. YOCABET, his heirs and assigns, JOHN F. YOCABET, his heirs and assigns, JOSEPH YOCABET, his heirs and assigns, ANN PILEWSKI, her heirs and assigns, ALEX PILEWSKI, JR. his heirs and assigns, MARIANN PILEWSKI, her heirs and assigns, JAMES PILEWSKI, his heirs and assigns, INA STANTON, her heirs and assigns, JUDY L. CHRISTOPHER, DEBRA S. BOWMAN, JENNIFER R. HLATKY, WENDELL K. REESE, KIMBERLY A. LINDSEY, KATHERINE M. KONDRLA, and ANN RUHNO,

Defendants.

TO: Pasqualina Terravecchio, Frank Terravecchia, Pete Terravecchia, Rose Terravecchia Yocabet, James Yocabet, Mary Grace Rich, 10hn Terravecchia, Joseph E. Terravecchia, Constance Terravecchia Pilewski, Alex Pilewski, Anthony Terravecchia, Samuel A. Terravecchia, Phillip J. Terravecchia, Esther Terravecchia Niehaus, Ray Niehaus, Joe Rich, James T. Yocabet, John F. Yocabet, Alex Pilewski, Jr, Mariann Pilewski, James Pilewski, Ina Stanton, Ann Pilewski and Joseph Yocabet, defendants, their heirs, successors and assigns, generally,

You are hereby notified that Nancy D. Terravecchia has filed a complaint at the above number and term in the above mentioned court in an ac ion to quiet title where it is alleged that Nancy D. Terravecchia is the owner in fee and in possession of all rights, title and interest in and to in that certain tract of land situate in Menallen Township, Fayette County Pennsylvania, identified as Tax Map Number 22 -13-0023 by virtue of Deeds dated October 11, 1922 and May 29, 1923 and recorded at Deed Book 428 Page 120 and Deed Book 411 Page 98 in the office of the Recorder of Deeds, Fayette County, Pennsylvania.

Said complaint sets forth that the plaintiff, Nancy D. Terravecchia, is the owner in fee simple of the above-described premises. The complaint was filed for the purpose of barring all of your right, title and interest, or claim in and to said premises.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiffs. 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 OR CANNOT AFFORD ONE GO O OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT

WHERE YOU CAN GET LEGAL HELP.

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.

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JUDICIAL OPINION

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

LEMONT FURNACE HOLDINGS, LLC,	:	
Plaintiff,	:	
v.	:	
NISON, INC.,	:	No. 2270 of 2023
Defendant.	:	President Judge Steve P. Leskinen

OPINION AND ORDER

LESKINEN, P.J.

November 6, 2024

Before the Court is the Petition of Defendant, Nison, Inc., to Open or Strike Confessed Judgment pursuant to Pa. R.C.P. 2959 ("Petition"). Upon consideration of the original Complaint for Confession of Money Judgment, the Petition, and the Answer to the Rule to Show Cause filed by the Plaintiff, and the arguments offered by the parties, the Court issues the following Opinion and Order.

Plaintiff, Lemont Furnace Holdings, LLC, filed a Complaint in Confession of Judgment on November 13th, 2023, based on a Commercial Lease between the parties dated December 15th, 2016, ("Lease") which contains a confession of judgment clause. Defendant filed the Petition on February 12th, 2024. The Court issued a Rule to Show Cause upon Plaintiff to show why the Judgment should not be opened or stricken dated February 15th, 2024. Plaintiff filed a timely Answer to the Rule on March 5th, 2024.

The procedure for striking off or opening a judgment is governed by Pa. R.C.P. 2959 and 2960. A petition to strike a confessed judgment and a petition to open a confessed judgment are distinct remedies. *Gur v. Nadav*, 178 A.3d 851, 856 (Pa. Super. 2018). A petition to strike is a common law proceeding in the nature of a demurrer and may be granted only for a fatal defect or irregularity on the face of the record. *Id.* To determine whether such a fatal defect exists, a court may only consider the complaint and the attached exhibits. *Id.* If the petition states prima facie grounds for relief but concerns a matter outside the record, such as a factual dispute or an affirmative defense, the proper procedure is to open the judgment rather than striking it. Rule 2959(b). The parties waive all defenses and objections which are not included in the petition or answer. {1} Rule 2959(c).

{1} Rule 2960 limits the pleadings upon the opening of a judgment to the complaint (if applicable), the petition, and the answer to the petition. No further pleadings are permitted.

A petition to open a confessed judgment appeals to the equitable powers of the court and is proper where the petition sets forth a meritorious defense and produces evidence that would, in a jury trial, require the issues to be submitted to a jury. *First Pennsylvania Bank, N.A. v. Lehr*, 438 A.2d 600, 602 (Pa. Super. 1980) and Pa. R.C.P. 2959 (e). "The test in evaluating the petitioners' evidence is not whether the evidence will probably win a verdict from the jury, but only whether there is sufficient evidence to allow the disputed issue to go to the jury." *Id.* The court is prohibited from "weighing" the sufficiency of the evidence at this stage and must view all facts as alleged in the light most favorable to the moving party. *Id.*

The parties do not dispute the validity of the Lease or the confession of judgment clause. The Petition acknowledges that Nison did not pay any rent at any time during the Lease term. The only defense raised by Nison in the Petition is the four-year statute of limitations for contract matters (42 Pa. C.S.A. §5525(a)(8)). Nison contends that the statute of limitations begins to run as soon as the right to maintain an action arises and that right accrued at the time of the default on the first payment due in January of 2017, citing *Sevast v. Kakouras*, 841 A.2d 1062, 1070 (Pa. Super. 2003), *rev'd and remanded* at 591 Pa. 44 (Pa. 2007). *Lemont Furnace Holdings* contends that where the matter involves a continuing contract, the statute of limitations begins to run from the time when the breach occurs or when the contract is terminated, citing *S.T. Hudson Engineers, Inc. v. Camden Hotel Development Associates, et al.*, 747 A.2d 931, 934 (Pa. Super. 2000).

Sevast involved a claim for unjust enrichment that ripened after the court terminated a long-term agreement of sale. *S.T. Hudson* involved a contract for engineering services that were billed regularly pursuant to the agreement. Neither case is directly applicable here. When rent accrues and is payable monthly under a lease, a separate and distinct cause of action accrues as each payment is missed. *Pennsylvania Turnpike Commission v. Atlantic Richfield Co.*, 375 A.2d 890, 892 (Pa. Cmwlth. 1977), affirmed at 482 Pa. 615 (Pa. 1978). Pa. R.C.P. 2953(a) permits the filing of successive actions and confessions of judgments for separate sums as or after they become due, if authorized by the instrument. This concept is also reflected in the Lease, which states in Paragraph 7, "The entry of judgment under the foregoing warrants shall not exhaust the warrant, but successive judgments may be entered thereunder from time to time as often as defaults occur." {2} Therefore, the Judgment in this matter must be limited to the defaults that occurred during the four-year statute of limitations. Since there is no dispute as to the amounts due under the Lease and whether any payments were made, the Court could calculate from the Complaint and the attached exhibits the amount of the judgment that would be excluded by the statute of limitations and strike that portion without the need to open the judgment.

{2} Though Paragraph 7 also refers to "the accelerated rent due by reason of such default or breach," the Lease does not contain an acceleration clause.

However, Lemont Furnace Holdings also contends in its Answer to the Rule to Show Cause that "[Nison], by and through its officers, shareholders, and/or authorized agent made a clear, distinct, and unequivocal acknowledgement of this specific debt in question as an existing obligation and its intent to satisfy the debt multiple times within the last four (4) years," and that under the "acknowledgement doctrine" this promise to pay the debt would toll the statute of limitations. The acknowledgement doctrine requires more than just a simple declaration of an intention to discharge an obligation; there must be no uncertainty either in the acknowledgement or in the identification of the debt and must be consistent with a promise to pay on demand and not just a mere willingness to pay at a future time. *Gurenlian v. Gurenlian*, 595 A.2d 145, 151 (Pa. Super. 1991).

In the Answer, Lemont Furnace Holdings states the legal conclusion that Defendant made an acknowledgement sufficient to invoke the doctrine but fails to aver any facts to support that conclusion. Pursuant to Pa. R.C.P. 206.2, an answer must state the material facts which constitute the defense to the petition. Without these facts, the Court cannot determine whether there is an issue of material fact that would require the judgment to be opened. Though the parties may not amend pleadings to include additional defenses or objections not included in the original pleading, clarifying or supplementary amendments are permitted. *J.M. Korn & Son, Inc., v. Fleet-Air Corp.*, 446 A.2d 945, 947 (Pa. Super. 1982). The Court will permit Lemont Furnace Holdings to amend its Answer to Rule to Show Cause for the limited purpose of averring facts to support the applicability of the acknowledgement doctrine or to withdraw that argument. If Lemont Furnace Holdings files an Amended Answer that sets forth sufficient facts that, if proven, would invoke the acknowledgment doctrine and toll the statute of limitations, then the Court shall open the judgment and the case shall proceed. If Lemont Furnace Holdings withdraws that argument, or fails to set forth sufficient averments of fact, then the Court shall strike the portion of the judgment that falls outside the statute of limitations.

WHEREFORE, the Court issues the following Order:

ORDER

AND NOW, this 6th day of November, 2024, upon consideration of the Complaint for Confession of Judgment and the attached exhibits, the Petition to Open or Strike Confessed Judgment Pursuant to Pa. R.C.P. 2959, and the Answer to Rule to Show Cause, the Court hereby ORDERS and DIRECTS that Plaintiff, Lemont Furnace Holdings, LLC, shall, within twenty (20) days from the date of this Order, file an Amended Answer to Rule to Show Cause in accordance with the preceding Opinion. Plaintiff shall serve a copy of the Amended Answer on this Court's chambers, after which the Court shall issue a further Order.

BY THE COURT:
STEVE P. LESKINEN,
PRESIDENT JUDGE

ATTEST:
PROTHONOTARY

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