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KESHAV CONVEN. STORE v. G&G OIL..... 1

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Annual Meeting Minutes
Thursday—January 19, 2023

The Annual Meeting was held on Thursday, January 19, 2023 at Noon at the Westmoreland Club. Girard J. Mecadon, President, presided. The meeting was sponsored by Blu Door Financial.

The President welcomed everyone and noted the honored guests present. The Minutes of the October 20, 2022 Quarterly Meeting were approved.

Michael I. Butera, Chairperson of the Nominating Committee, reported that there were two open seats on the Executive Committee that needed to be filled. The seats were advertised and posted by the Secretary according to the By Laws. Nominated for a two-year term were Rachel Olszewski and C. David Pedri. No additional nominations were received and the time for receiving nominations had closed. Mr. Butera called for a motion to elect the two nominees. A motion was made, seconded, and unanimously carried. Swearing-in was then performed by P.J.E. Stevens and President Judge Panella of the Superior Court of Pennsylvania.

Steve Vanesko of Blu Door Financial said a few words, followed by the President and Joseph Burke, III, as Treasurer and Secretary, providing a number of reports. These included reports on the upcoming Law Day Dinner Dance, the April Quarterly Meeting, a Treasurer's Report, and an update on the Larry Klemow Scholarship matching donation by the W-BLLA.

Mr. Burke then explained a memorial donation fund set up by the Luzerne Foundation for Ava Fellerman and called for, and received, a motion, second and approval for the W-BLLA to match donations to this as it did the Larry Klemow Scholarship.

Mr. Burke also provided an update on the area carpeting and blinds installed in, and marble floor restoration work performed in the rooms of the Law Library. Mr. Burke updated the Membership on the matching Keystone Grant that the Association was seeking, through the County, from the Commonwealth of Pennsylvania Historic and Museum Commission to restore the Main Room ceiling, and an update towards the Association taking down the 1960s track lighting in the Main Room and having the 1909 stained glass chandelier and sidelights reconnected and fitted with modern LED lights. In regards to this work, Mr. Burke went over a proposal and budget submitted by the John Canning Company.

Mr. Burke indicated that he and the President were working on the new 2023 dates for DPC to take more photos for the 2023 Bar Composite. These would be advertised shortly. Also, to be advertised shortly, were new CLEs, including an Interfaith Committee-sponsored CLE for Penn Charter Day in March on *the Rule of Law in Poland and Ukraine*, an intellectual property CLE, and three additional CLEs that were still in the planning stages.

The President asked if there was any further new business, or any old business, to discuss. With no further new business to discuss and no old business to discuss, a motion was made, seconded and moved for the Meeting to adjourn. The Meeting adjourned at 12:49 p.m.

The next meeting of the Association is the April Quarterly Meeting, scheduled for April 27, 2023 at 11:30 a.m. at the Westmoreland Club which will feature a Noon to 1:00 p.m. CLE by **Justice P. Kevin Brobson** of the Supreme Court of Pennsylvania.

Apr. 21

**IN THE COURT OF COMMON PLEAS
OF LUZERNE COUNTY**

IN RE:

**CRIMINAL DIVISION OF THE :
COURTS DEPARTMENT OF :
PROBATION SERVICES : MD264-2023
ADULT DIVISION— :
DUI TREATMENT COURT :**

ADMINISTRATIVE ORDER

And Now, this 3 day of March, 2023, at 10:15 o'clock a.m., it is hereby *Ordered* and *Decreed* that effective March 3, 2023, in accordance with 18 P.S. 11.1102(c) every defendant placed under supervision of the Department of Probation Services—Adult Division—specific acceptance and placement into DUI Treatment Court shall pay:

- All defendants will also pay **\$45.00** toward the **costs of administrative fee** with regard to the immediate criminal action which has resulted in acceptance into Luzerne County DUI Treatment Court. Monies will be paid directly to the Department of Probation Services.
- **Restitution to victim(s)** in the criminal actions shall be paid by the offender on a plan set forth by the Department of Probation Services—Court Collections Division within the time frame allotted during DUI Treatment Court supervision. **Restitution to victim(s) is considered a priority** and the Court shall determine restitution to be imposed. **The Court shall state in the sentencing order:**
 - 1. the amount of restitution ordered;**
 - 2. the details of any payment plan after evaluation of defendant income;**
 - 3. the identity, address and contact information of the payee(s);**

4. **that the restitution payment shall be made to the Department of Probation Services;**
 5. **any on-going victim expenses that may need to be reviewed at a future time;**
 6. **whether any restitution has been paid directly to the victim.**
 7. **responsible for the fees to the electronic monitoring device used during the time in the DUI Treatment Court Program, the fee will be paid to the provider of the device.**
- Defendants accepted into DUI Treatment Court will also be responsible for **reimbursement of the costs of all positive drug testing and lab fees** associated thereof. Fee schedule will be provided by the DUI Treatment Court Coordinator to the Courts Collection Division of the Department of Probation Services.

In accordance with the implementation and administration of Luzerne County DUI Treatment Court services, fees and costs may be adjusted hereto forward by Order of Court upon review of program requirements and services provided.

The defendant's financial obligations as ordered by the Court shall be considered a condition of sentencing and of supervision and failure to pay such shall be considered by the Court to be a violation of the Order and the defendant shall be exposed to the full Contempt power of the Court. At the time of sentencing, the current legal residence of the offender shall be established and made a part of the sentencing order along with personal identifiers for clear defendant tracking.

In those instances where a defendant has multiple financial obligations owed to the Court, the defendant and the Department of Probation Services—Court Collection Division shall apportion the offender financial obligations in accordance with its existing practices and procedures. Treatment Court shall coordinate with the Court Collection Division of the Department of Probation Services regarding enforcement

policy and procedures, including liens, Court Compliance Enforcement Hearings, license suspensions, etc., and petitions for Contempt of Court.

Any defendant committed to, remanded to, or detained in a jail or prison for a violation of Luzerne County DUI Treatment Court—Order of Court, shall have his/her supervision fees accrue until such time as the Court makes determination as to his/her participation in the program. Upon release, supervision fees shall be re-assessed by the Department of Probation Services—Court Collection Division, if the defendant will be under continued supervision.

Restitution as ordered by the Court shall not be waived and defendant will be responsible for payment until such time that it is paid in full. Mechanisms for monitoring defendant's compliance after the term of supervision shall be addressed by DUI Treatment Court and the Department of Probation Services—Court Collection Division.

It is further Ordered and directed that the Luzerne County District Court Administrator shall:

1. File seven (7) certified copies of this Order with the Administrative Office of Pennsylvania Courts,
2. Two (2) certified copies to the Legislative Reference Bureau for publication in the *Pennsylvania Bulletin*,
3. One (1) certified copy to the Criminal Procedures Rules Committee,
4. One (1) copy to the *Luzerne Legal Register* for publication in the next issue.
5. One (1) copy to the Wilkes-Barre Law and Library Association.
6. Keep continuously available for public inspection copies of this Administrative Order in the Office of Court Administration, Office of Judicial Records and Services (Criminal Division).
7. This Order shall also be published on the web site of the Administrative Office of Pennsylvania Courts (www.aopc.org).

org) as well as the Unified Judicial System's web site at <http://ujportal.pacourts.us/localrules/ruleselection.aspx>.

By the Court,

/s/ Michael T. Vough _____

MICHAEL T. VOUGH

President Judge

Luzerne County

Court of Common Pleas

Apr. 14, 21, 28

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Employment Status: Teamsters, Full-Time
Reports to: Chief Public Defender\First
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Minimum Qualifications: Applications will be accepted from 3L students, including those that will be sitting for the February or July bar exam. Those that are eligible to become Certified Legal Interns are strongly encouraged to apply. A member of the Bar, in good standing, of the Commonwealth of Pennsylvania.

In addition, experience in criminal defense work is preferred but its absence is not disqualifying. Experience may include meaningful work at a criminal defense or similar clinic while enrolled in law school.

Annual Salary: Starting salary is \$60,500.00, with annual tier/progression increases. Luzerne County offers generous health care and pension benefits, along with PTO. A proper work/life balance is strongly encouraged.

Send application, resume and references to:
All applications must be submitted online to the county website (www.luzernecounty.org)
under **Career Opportunity**.

The County of Luzerne is an EEO/ADA employer.

Mar. 10—Apr. 28



SAVE THE DATE:

The W-BLLA's
175th Anniversary Dinner will be held at
Skytop Lodge in the Poconos on
Saturday, May 31, 2025.

A block of rooms will be available for Friday night, **May 30th**, so Members may stay over and not have to drive the day of the dinner and for Saturday night, **May 31st**, so Members do not have to drive home after the dinner that night. The Association is working on an activity package for May 31st. Details will be published as the planning for the dinner evolves.

Mar. 17—Apr. 28



NOTICE TO FAMILY COURT BAR

Effective May 2, 2023, a Divorce Decree or Annulment of Marriage *must* include a provision regarding the beneficiary status on an existing life insurance policy, annuity, pension, profit-sharing plan or other contractual arrangement. **Title 23 Pa. C.S.A. Section 3323(b.1)** titled *Existing Beneficiary Designations* addresses the required provision to be included in the Divorce Decree. **Pennsylvania Rule of Civil Procedure 1920.76 Form of Divorce Decree** reflects how the provision for the beneficiaries should be referenced in the Divorce Decree.

Mar. 17—Apr. 28



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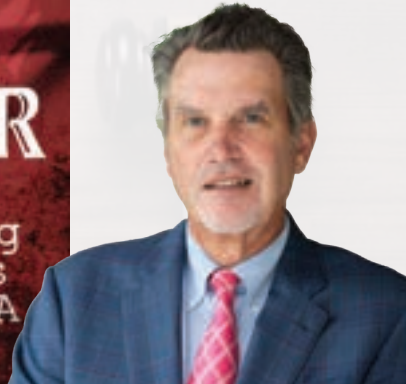
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SAVE THE DATE
SATURDAY, JULY 8, 2023

W-BLLA
Wills for Heroes Training CLE and Program
at Luzerne County Community College.

Apr. 14, 21, 28



SAVE THE DATE
FRIDAY, JULY 21, 2023

Summer Outing.

Apr. 14, 21, 28

Attorney Needed—Legal Aid—Pittston

North Penn Legal Services has an opening for a staff attorney in its Pittston office. We are seeking a generalist attorney with approximately one to five years in practice.

Go to:

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Apr. 21, 28; May 5



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Please note that the date has been changed for

A Law Revue

An Evening of Talent with Harmless Error.

**The date is changed from Saturday,
May 20, 2023 to sometime in the Fall.**

The exact date and new details will be
advertised in the Register.

Apr. 21, 28; May 5



To W-BLLA Members:

Anyone having Bar News, such as receiving an award or recognition or being appointed to a position and would like *The Legal Register* to mention it as Bar News, please contact Gail by e-mail at **Gail.Kopiak@luzernecounty.org** or call **The Law Library** at (570) 822-6712.

KESHAV CONVEN. STORE, LLC ET AL. v.
G&G OIL CO.

Civil Law and Procedure—Motion for Summary Judgment—Pa. R.C.P. 1035.2—Bourgeois v. Snow Time, Inc., 242 A.2d 637 (Pa. 2020)—PA Supreme Court—Applicable Standard—Breach of Contract—Elements—Essential Terms—Count I Summary Judgment—GRANTED—Rebranding—Section 2-306 of the Uniform Commercial Code—Best Efforts—Presumption of an Exclusive Territory—Lack of Defining Term in the Contract—Presumption a Matter of Law—Intent of the Parties—Language Used—Explicitly Consented—Good Faith and Reasonable Effort—Breach Cannot Be Precisely Defined—Frustration of Purpose Withdrawn—Gist of the Action—Collateral—Conversion to Tort—Wantonly Done—Nature of the Duty—Underlying Acerments—Critical Determinative Factor—Substance of the Allegations—Paramount Importance—Mere Labeling—Not Controlling—Specific Promise—Violation of a Broader Social Duty—Dismissal Under Gist of the Action Doctrine—Doctrine of Quasi-Contract, or Unjust Enrichment—Inapplicable—Written or Express Contract—Entry of Judgement as Matter of Law—Motions GRANTED.

1. Pennsylvania Rule of Civil Procedure 1035.2 provides for the motion for summary judgment.

2. In its opinion in *Bourgeois v. Snow Time, Inc.*, 242 A.2d 637 (Pa. 2020), the Supreme Court of Pennsylvania reiterated and summarized the standard which now is applicable to this trial court in its adjudication of the instant motion for summary judgment.

3. On a motion for summary judgment it is the function of the trial court to determine whether there are controverted issues of fact, not whether there is sufficient evidence to prove the particular facts.

4. To defeat a motion for summary judgment, the non-movant need only identify one or more issues of fact arising from the evidence in the record controverting the evidence cited in support of the motion.

5. A cause of action for breach of contract must be established by pleading: (1) the existence of a contract, including its essential terms; (2) a breach of a duty imposed by the contract; and (3) resultant damages.

6. The essential terms of a contract include the material and necessary details of the bargain between the parties, such as time or manner of performance and price or consideration.

7. In the matter *sub judice*, the trial court finds that the defendant is entitled to the entry in its favor of summary judgment as a matter of law at Count I for breach of contract to the extent that this theory of liability avers Defendant's breach of the essential terms of the Supply Agreement [at issue herein].

8. The Court finds no genuine issue of material fact as to the rebranding involved.

9. Section 2-306 of the *Uniform Commercial Code* imposes an obligation by the seller to use best efforts to supply the goods and by the buyer to use best efforts to promote their sale.

10. Defendant having supplied another dealer within the exclusive territory of Plaintiff—such action, it is argued, constitutes a violation of the law and, therefore, a breach of the Supply Agreement.

11. The courts of this Commonwealth have long recognized the validity of the type of agreement whereby, for some express duration, the parties identify a territory within which

2 KESHAV CONVEN. STORE v. G&G OIL

one party may act as, *e.g.*, licensee, agent, or dealer for the other party and may do so to the exclusion of the rights of others to do the same within that territory.

12. For a written contract to create such a relationship, it would seem axiomatic that the parties would include a term establishing and defining the exclusive territory. The Supply Agreement [at issue herein] includes no such term.

13. Whether such presumption exists [the creation of an exclusive territory] in Section 2-306 is a question of law for the trial court and this court finds as a matter of law that Plaintiff's assertion of an "exclusive territory presumption" is without merit.

14. Interpretation of a contract poses a question of law; in construing a contract, the intention of the parties is paramount and the court will adopt an interpretation which under all circumstances ascribes the most reasonable, probable, and natural conduct of the parties, bearing in mind the objects manifestly to be accomplished.

15. To give effect to the intent of the parties, a court must start with the language used by the parties in the written contract.

16. Generally, courts will not imply a contract that differs from the one to which the parties explicitly consented.

17. A court is not to assume that the language of the contract was chosen carelessly or in ignorance of its meaning.

18. Where the language of a contract is clear and unambiguous, a court is required to give effect to that language.

19. Contractual language is ambiguous if it is reasonably susceptible of different constructions and capable of being understood in more than one sense. This question, however, is not resolved in a vacuum, and contractual terms are ambiguous if they are subject to more than one reasonable interpretation when applied to a particular set of facts.

20. Plaintiff's contention that there exists a material issue of fact as to a "presumed territory" is without merit. It is, instead, within the province of the trial court to determine whether the entry of judgment as a matter of law is appropriate.

21. The Supply Agreement [herein] contains an express provision obligating defendant to make a good faith and reasonable effort.

22. The breach of the obligation to act in good faith cannot be precisely defined in all circumstances, however, examples of "bad faith" conduct include: evasion of the spirit of the bargain, lack of diligence and slacking off, willful rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party's performance.

23. In the matter *sub judice*, the trial court has determined that entry of judgment as a matter of law and in favor of Defendant is appropriate as to Count I for all theories of breach of contract put forward by Plaintiff.

24. Plaintiff's cause of action at Count II, "Frustration of Purpose," was intended by Plaintiff to be discontinued at some point subsequent to the hearing. As such, the Court enters judgment in favor of Defendant and against Plaintiff on said claim.

25. The Court entry of judgment as a matter of law in favor of Defendant is appropriate with respect to Plaintiff's theory that Defendant has failed to act in good faith under the Pennsylvania Uniform Commercial Code.

26. It is possible that a breach of contract also gives rise to an actionable tort. To be construed as in tort, however, the wrong ascribed to defendant must be the gist of the action, the contract being collateral.

27. A claim [in contract] cannot be converted to one in tort simply by alleging that the conduct in question was wantonly done.

28. The Pennsylvania Supreme Court has consistently regarded the nature of the duty alleged to have been breached, as established by the underlying averments supporting the claim in a Plaintiff's complaint, to be the critical determinative factor in determining whether the claim is truly one in tort, or for breach of contract. In this regard, the substance of the allegations comprising a claim in a Plaintiff's complaint are of paramount importance, and, thus, the mere labeling by the Plaintiff of a claim as being in tort, *e.g.*, for negligence, is not controlling.

29. If the facts of a particular claim establish that the duty breached is one created by the parties by the terms of their contract—*i.e.*, a specific promise to do something that a party would not ordinarily have been obligated to do but for the existence of the contract—then the claim is to be viewed as one for breach of contract. . . . If, however, the facts establish that the claim involves the defendant's violation of a broader social duty owed to all individuals, which is imposed by the law of torts and, hence, exists regardless of the contract, then it must be regarded as a tort.

30. In the matter *sub judice*, as a matter of law, dismissal of Count IV of the Complaint is warranted under the "gist of the action" doctrine.

31. By its nature, the doctrine of quasi-contract, or unjust enrichment, is inapplicable where a written or express contract exists.

32. Where there is no dispute as to the existence of a written and express contract governing the relationship between Plaintiff and Defendant, the record evidence establishes without question the existence of the same.

33. The entry of judgment as a matter of law is appropriate in favor of Defendant and against Plaintiff on Plaintiff's claim for unjust enrichment at Count V of the Complaint.

34. Accordingly, the Court GRANTED Defendant's motions for summary judgment.

In the Court of Common Pleas of Luzerne County—Civil Division—No. 2020-08558—Appeal to the Superior Court of Pennsylvania—No. 573 MDA 2022—Trial Court's Order Granting Summary Judgment in Defendant's favor AFFIRMED—January 10, 2023—Non-Precedential Decision—See Superior Court I.O.P. 65.77.

Eric W. Wassel, for Plaintiff.

Judith D. Cassel, Esquire, Micah R. Bucy, Esquire, and Steven A. Hoenstine, Esquire, for Defendant.

Before: Pierantoni, III, J.

PIERANTONI, III, J., February 23, 2022:

Opinion

Before the trial court for consideration is the Motion for Summary Judgment (hereinafter referred to as the “Motion”) of the Defendant, G & G Oil Company d/b/a G & G Oil, Inc. (hereinafter referred to as “Defendant”), wherein, pursuant to Pa. R.Civ.P. 1035.2, Defendant prays for the entry of summary judgment in its favor and against Keshav Convenience Store, LLC d/b/a Penn Corners Food Mart and d/b/a Penn Corners Keshav Convenience Store (hereinafter referred to as “Plaintiff”) on each of the five (5) claims asserted against Defendant in Plaintiff’s complaint.

I. Factual Synopsis

On or about April 2, 2019, Defendant, a fuel supplier, and Plaintiff, owner of a gas station, entered into a supply agreement whereby Plaintiff agreed to purchase exclusively from Defendant all fuel it would sell to customers over a period of ten years or until Plaintiff sold a defined volume of Defendant’s fuel, whichever came later. In exchange, Defendant agreed to supply to Plaintiff all fuel required and to subsidize both the corporate “rebranding” of Plaintiff’s store as a Sunoco gas station and the installation of new fuel pumps and point-of-sale system.

On or about January 13, 2020, the rebranding or imaging of the Plaintiff station was completed.

On or about December 5, 2019, Defendant rebranded a gas station now known as EZ Mart or EZ Express (hereinafter referred to as “Competitor”), located approxi-

mately one mile away from Plaintiff’s store. Defendant provided to Competitor similar signage and trappings, rebranding Competitor as a Sunoco gas station.

Defendant had been in discussions with the Competitor regarding its potential rebranding and supply agreement at the time Plaintiff and Defendant engaged in discussions regarding Plaintiff’s potential rebranding.

II. Pertinent Procedural History

On September 16, 2020, Plaintiff commenced the instant action by filing against Defendant a complaint (hereinafter referred to as the “Complaint”) comprised of five (5) counts, respectively titled: (I) breach of contract; (II) frustration of purpose; (III) failure to act in good faith under the Pennsylvania Uniform Commercial Code; (IV) tortious interference; and (V) unjust enrichment.

On October 19, 2020, Defendant filed an answer, new matter, and a counterclaim in two (2) counts. On November 9, 2020, Plaintiff filed a reply to Plaintiff’s new matter and an answer to the counterclaims. The matter then proceeded to discovery.

On March 19, 2021, subsequent to a status conference, the trial court issued a scheduling order in which it was ordered that all discovery, including expert reports, were to be exchanged between the parties by no later than September 15, 2021, and that all dispositive motions were to be filed by no later than September 30, 2021.

On September 23, 2021, Plaintiff filed a motion for partial summary judgment as to both of Defendant’s counterclaims. The docket reflects the filing on November 9, 2021, of a praecipe—jointly executed by the parties—to discontinue Defendant’s counterclaims and

withdraw Plaintiff’s motion for partial summary judgment thereto. On November 10, 2021, this court issued an order confirming the discontinuance of Defendant’s counterclaims and the withdrawal of Plaintiff’s motion for partial summary judgment thereto. The discontinuance resolved all affirmative claims pending on behalf of Defendant and against Plaintiff.

On September 30, 2021, Defendant filed the instant Motion and a brief in support thereof, seeking entry of summary judgment as to all affirmative claims pending on behalf of Plaintiff and against Defendant. On October 29, 2021, Plaintiff filed a response and brief in opposition thereto. Pursuant to the request of the Defendant as moving party, and by order dated January 10, 2022, a hearing upon the Motion was scheduled for—and ultimately was held on—January 31, 2022. On February 4, 2022, Defendant filed a reply brief, and on February 10, 2022, Plaintiff filed a surresponse.

As all argument and record evidence proffered with respect to the Motion has been received, the trial court now issues the attached Order, in support of which the instant Opinion is written.

III. Standard for Summary Judgment

Pennsylvania Rule of Civil Procedure 1035.2 provides for the motion for summary judgment, in pertinent part, as follows:

After the relevant pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for summary judgment in whole or in part as a matter of law

(1) whenever there is no genuine issue of 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.

In its opinion in *Bourgeois v. Snow Time, Inc.*, 242 A.2d 637 (Pa. 2020), the Supreme Court of Pennsylvania reiterated and summarized the standard which now is applicable to this trial court in its adjudication of the instant motion for summary judgment:

A trial court should grant summary judgment only in cases where the record contains no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Summers v. Certainteed Corp.*, 606 Pa. 294, 997 A.2d 1152, 1159 (2010). The moving party has the burden to demonstrate the absence of any issue of material fact, and the trial court must evaluate all the facts and make reasonable inferences in a light most favorable to the non-moving party. *Id.* The trial court is further required to resolve any doubts as to the existence of a genuine issue of material fact against the moving party and ‘may grant summary judgment only where the right to judgment is clear and free from doubt.’ *Toy v. Metro. Life Ins. Co.*, 593 Pa. 20, 928 A.2d 186, 195 (2007).

Id., at 649-50.

“On a motion for summary judgment it is the function of the trial court to determine whether there are controverted issues of fact, not whether there is sufficient evidence to prove the particular facts.” *Hagans v. Constitution State Service Co.*, 455 Pa. Super. 231, 254, 687 A.2d 1145, 1157 (1997). It follows then that, as is set forth in the rules of civil procedure, to defeat

a motion for summary judgment the non-movant need only identify “one or more issues of fact arising from the evidence in the record controverting the evidence cited in support of the motion.” See Pa. R.Civ.P. 1035.3(a)(1).

IV. Discussion

As noted above, the Complaint consists of five counts and the prays for dismissal of each therein. The Motion is addressed with respect to each count, *seriatim*, as follows:

A. Count I—breach of contract

A cause of action for breach of contract must be established by pleading: (1) the existence of a contract, including its essential terms; (2) a breach of a duty imposed by the contract; and (3) resultant damages. *Corestates Bank, N.A. v. Cutillo*, 723 A.2d 1053, 1058 (Pa. Super. 1999).

There is no issue of material fact with respect to the existence of a contract between Plaintiff and Defendant, as both agree the document attached to the Complaint and purporting to be the same is, in fact, the agreement in question (hereinafter referred to as the “Supply Agreement”).¹ Likewise, there is no issue of material fact with respect to the essential terms of the Supply Agreement.² The essential terms of a contract include the material and necessary details of the bargain between the parties, such as time or manner of performance and

¹See Plaintiff’s *Complaint*, September 16, 2020, p. 2, ¶5 (“On or about April 2, 2019, Penn Corners entered into a Supply Agreement ... with G & G whereby Plaintiff agreed to be *exclusively* supplied with Sunoco brand fuels by Defendant for a period of ten years. A true and correct copy of the Agreement is attached hereto as *Exhibit A*.” (emphasis in original)), and Defendant’s *Answer, New Matter and Counter Claim*, October 19, 2020, p. 2, ¶5 (“Admitted.”).

²See *id.*

price or consideration. See *Lackner v. Glosser*, 2006 Pa. Super. 14, ¶24, 892 A.2d 21, 31 (2006) (citing *Lombardo v. Gasparini Excavating Co.*, 385 Pa. 388, 393, 123 A.2d 663, 666 (1956)). The essential terms of the Supply Agreement include the mutual obligations of the parties:

A. G & G agrees to sell and deliver to Customer, its successors and assigns, at Customer's service station situated at *1603 San Souci Parkway, Hanover Twp., PA 18706* (hereinafter referred to as 'Premises'), and Customer agrees on behalf of itself, its successors and assigns, to purchase exclusively from G & G, Customer's entire requirements of Sunoco brand gasoline fuel and fuel products (hereinafter 'Fuel') for said premises.

B. Customer agrees, during the term of this Agreement, to handle, deal in, advertise and sell only Sunoco branded Fuel from G & G, its successors and assigns, and Customer agrees not to handle, deal in, advertise or sell Fuel of any other manufacturer, jobber, person or entity.

...

E. G & G Oil / Sunoco will pay for up to \$75,000.00 branding / imaging to Sunoco's standards and for 2 brand new pumps and Ruby CI register system[³] and the term of the Supply Agreement, which was conditioned upon the Plaintiff's purchase of a required minimum amount of fuel from Defendant:

The term of this Agreement shall continue for a period of *ten* (10) years from the date *April 2, 2019*, and shall terminate on *April 1, 2029*, or whenever

³Supply Agreement, §1.

gallon requirement is fulfilled, whichever comes last. Customer must also purchase a minimum of 5,400,000 gallons before this contract is ended, even if that period lasts longer than 10 years.^[4]

The essential terms of the Supply Agreement, naturally, express and impart obligations regarding the principal objective of the bargain, *i.e.*, an agreement for Plaintiff to purchase exclusively from Defendant all fuel it will sell to customers over a defined timeframe in exchange for upgraded equipment and corporate branding. In support of its Motion, Defendant points to a lack of evidence capable of supporting a contention that Defendant breached any of the duties with respect to the essential terms. In response, no record evidence has been proffered by Plaintiff to raise a question as to those material facts. Plaintiff has not pointed to evidence that puts into issue, *e.g.*: (1) whether Defendant has sold and delivered to Plaintiff all Sunoco-brand fuel Plaintiff has required; (2) whether Defendant has failed to pay for either the branding and imaging of the Plaintiff's physical store or the installation of new gas pumps and point-of-sale system therein. As such, there is no genuine issue of material fact as to whether Defendant breached any duty arising from the express, essential terms of the Supply Agreement.

The trial court has evaluated the evidence of record and the reasonable inferences arising therefrom in a light most favorable to the Plaintiff as non-moving party, and has resolved all doubts as to the existence of a genuine issue of material fact against the Defendant as the moving party. In so doing, the trial court finds that Defendant

⁴*Id.* at §2.

is entitled to the entry in its favor of summary judgment as a matter of law at Count I for breach of contract to the extent that this theory of liability avers Defendant's breach of the essential terms of the Supply Agreement set forth above.⁵

Plaintiff responds to the Motion and asserts genuine issues of material fact exist in determining whether Defendant breached its incidental duties under the Supply Agreement to: (1) comply with the law; and (2) to act in good faith. An examination of these issues brings into controversy the express terms obligating Defendant to: "comply with any federal, state, or local law or regulation affecting the operation of the Premises,"⁶ and "to make a good faith and reasonable effort to carry out the provisions of this Agreement."⁷ Each will be addressed individually.

1. Breach for Defendant's Violation of Law

In support of its Motion, Defendant points to a lack of evidence capable of supporting a contention that Defendant has violated any law affecting the operation of Plaintiff's store. In response, Plaintiff points to the fact of Defendant's rebranding of the Competitor and argues that such rebranding is violative of the Uniform Commercial Code, 13 Pa. C.S.A. §§1101-9809 (UCC). The fact of Competitor's rebranding is not contested and, even if it were, in evaluating Defendant's Motion on this point, the trial court evaluates the following evidence in the light most favorable to Plaintiff: that the Competitor was rebranded by Defendant subsequent to the

⁵Supply Agreement, §§1-2.

⁶*Id.* at §9(C)(4).

⁷*Id.* at §9(B).

rebranding by Defendant of Plaintiff’s store; that such rebranding resulted in both stores indicating and advertising affiliation with the same corporate identity—that of Sunoco; and that Competitor is located approximately one mile away from Plaintiff’s store. Having reviewed this evidence with the appropriate deference, the trial court finds no genuine issue of material fact. As such, the inquiry turns to a determination of whether the Defendant, as moving party, is entitled to judgment as a matter of law on the element of breach of Defendant’s duty to refrain from violation of law.

Plaintiff argues Defendant’s conduct violates Section 2-306 of the UCC, which reads as follows:

(b) Obligation of parties in exclusive dealings.—A lawful agreement by either the seller or the buyer for exclusive dealing in the kind of goods concerned imposes unless otherwise agreed an obligation by the seller to use best efforts to supply the goods and by the buyer to use best efforts to promote their sale.

13 Pa. C.S.A. §2306(b). For purposes of evaluating the Motion, the trial court finds a lawful agreement by the buyer—here, the Plaintiff—to deal exclusively in Sunoco fuel and to purchase the same from only Defendant. Section 2-306(b), therefore, operates to impose upon the parties those duties described therein. Accordingly, under the Supply Agreement, Defendant has a duty as the seller “to use best efforts to supply the goods.” *Id.* The comment to this statutory provision expounds upon the scope of such duty, explaining that “[t]he principal is expected under such a contract to refrain from supplying any other dealer or agent within the exclusive territory.” *Id.* at *Cmt.* ¶5. Plaintiff, relying on the language of the comment, argues that Defendant is not entitled

to judgment as a matter of law because Defendant’s interactions with Competitor constitute Defendant having supplied another dealer within the exclusive territory of Plaintiff—such action, it is argued, constitutes a violation of the law and, therefore, a breach of the Supply Agreement. For the purposes of addressing this theory of breach, the trial court incorporates and applies its discussion and findings as to the claim for breach of the express essential terms, set forth herein, *supra*.

The courts of this Commonwealth have long recognized the validity of the type of agreement whereby, for some express duration, the parties identify a territory within which one party may act as, *e.g.*, licensee, agent, or dealer for the other party and may do so to the exclusion of the rights of others to do the same within that territory. *See e.g., Little v. Bessemer Motor Truck Co.*, 280 Pa. 246, 124 A. 422 (1924) (interpreting commission payment provision of valid exclusive agency contract). For a written contract to create such a relationship, it would seem axiomatic that the parties would include a term establishing and defining the exclusive territory. The Supply Agreement includes no such term.⁸

Despite this omission, Plaintiff argues that Section 2-306(b) “presumes” that Defendant created for Plaintiff an exclusive territory and that such “presumption” gives rise to genuine issues of material fact as to the size of the exclusive territory and whether Defendant’s conduct encroached on exclusivity of such territory.⁹ Plaintiff’s

⁸*See generally*, Supply Agreement.

⁹The purported questions of material fact regarding proof issues with Plaintiff’s “exclusive territory presumption” are manifested with conceptual specificity only in *Plaintiff’s Brief in Opposition to Defendant’s Motion for Summary Judgment*, October 29, 2021, at p. 10. The trial court acknowledges that averments of fact contained in briefs and documents not previously certified in the record which are attached to the briefs are not to be considered as record evidence. *Scopel v. Donegal Mutual Ins. Co.*, 698 A.2d 602, 606 (Pa. Super. 1997).

argument that Section 2-306 imposed upon the Supply Agreement a “presumption” that an exclusive territory was created is devoid of citation to legal authority and fails for several reasons. The UCC, in Section 1-206, specifically provides for the use of certain statutory terms of art to create a presumption and the effect of any such presumption once created: “Whenever this title creates a ‘presumption’ with respect to a fact or provides that a fact is ‘presumed,’ the trier of fact must find the existence of the fact unless and until evidence is introduced that supports a finding of its nonexistence.” 13 Pa. C.S.A. §1206. Neither the text of Section 2-306 nor the comments thereto include either the word “presume” or “presumption.” *See id.* at §2-306. The trial court’s review of reported Pennsylvania appellate case law addressing Sections 1-206 and 2-306 reveals no discussion or analysis of any such presumption intrinsic to Section 2-306 or integrated therein by operation of extrinsic judicial precedent. Whether such presumption exists in Section 2-306 is a question of law for the trial court and this court finds as a matter of law that Plaintiff’s assertion of an “exclusive territory presumption” is without merit. As such, the trial court also finds that Plaintiff’s derivative argument—that the application of the would-be presumption would necessitate factual findings on an issue of material fact engendered thereby—is equally without merit; the question of law evaluating the novel interpretation or construction of Section 2-306 has been disposed of unfavorably and only a favorable legal finding could have occasioned a threshold inquiry into the derivative questions of fact asserted.

To the extent however, if any, that such assertions relate back to and are incorporated within, *e.g.*, paragraph 11 of *Plaintiff’s Response in Opposition to Defendant’s Motion for Summary Judgment*, October 29, 2021—*i.e.*, the proper vehicle whereby such assertions were to have been raised—the trial court addresses the same so as not to commit an oversight in its treatment of the issues attendant to the adjudication of the instant Motion.

Interpretation of a contract poses a question of law; in construing a contract, the intention of the parties is paramount and the court will adopt an interpretation which under all circumstances ascribes the most reasonable, probable, and natural conduct of the parties, bearing in mind the objects manifestly to be accomplished. *E.R. Linde Const. Corp. v. Goodwin*, 2013 Pa. Super. 136, 68 A.3d 346, 349 (2013). To give effect to the intent of the parties, a court must start with the language used by the parties in the written contract. *Id.* (citing *Szymanowski v. Brace*, 987 A.2d 717, 722 (Pa. Super. 2009), *appeal denied*, 606 Pa. 688, 997 A.2d 1179 (2010)). Generally, courts will not imply a contract that differs from the one to which the parties explicitly consented. *Id.* (citing *Kmart of Pennsylvania, L.P. v. M.D. Mall Associates, LLC*, 959 A.2d 939, 944 (Pa. Super. 2008), *appeal denied*, 602 Pa. 667, 980 A.2d 609 (2009)). A court is not to assume that the language of the contract was chosen carelessly or in ignorance of its meaning. *Id.* Where the language of a contract is clear and unambiguous, a court is required to give effect to that language. *Id.* (citing *Prudential Property and Casualty Ins. Co. v. Sartno*, 588 Pa. 205, 212, 903 A.2d 1170, 1174 (2006)). Contractual language is ambiguous if it is reasonably susceptible of different constructions and capable of being understood in more than one sense. *Id.* This question, however, is not resolved in a vacuum, and contractual terms are ambiguous if they are subject to more than one reasonable interpretation *when applied to a particular set of facts*. *Murphy v. Duquesne University of the Holy Ghost*, 565 Pa. 571, 591, 777 A.2d 418, 430 (2001) (emphasis added).

As written, the language of the Supply Agreement is not reasonably susceptible of a construction wherein an exclusive territory had thereby been intended, agreed

to, created, or presumed. The same is true of the Supply Agreement when its terms are applied to the facts herein. There is, therefore, no ambiguity in the Supply Agreement on the question of exclusive territory. In the absence of ambiguity, the plain meaning of the agreement will be enforced. *E.R. Linde*, supra. The meaning of an unambiguous written instrument presents a question of law for resolution by the court. *Id.* For this reason, Plaintiff’s contention that there exists a material issue of fact as to a “presumed territory” is without merit.¹⁰

¹⁰To whatever extent Plaintiff argues that deposition evidence of contract negotiations between the parties could operate to construe the contract as having been intended—despite its actual and unambiguous terms—to establish a territory within which the exclusivity applies, or that such evidence, taken in a light most favorable to Plaintiff as the non-moving party, demonstrates that Defendant is not entitled to judgment as a matter of law on the element of breach for violation of law, this position is untenable under the “parol evidence” rule:

[P]arol evidence of a contemporaneous oral agreement is not admissible to alter, vary, add to, modify, or contradict a written instrument complete within itself unless the oral agreement was omitted through fraud, accident, or mistake. . . . Moreover, parol evidence is inadmissible to show a contemporaneous oral agreement which, if made, would naturally and normally have been contained in the written agreement between the parties. . . . Thus the written contract, if unambiguous, must be held to express all of the negotiations, conversations, and agreements made prior to its execution, and neither oral testimony, nor prior written agreements are admissible to explain or vary the terms of such a contract.

Gemini Equipment Co. v. Pennsy Supply, Inc., 407 Pa. Super. 404, 413, 595 A.2d 1211, 1215 (1991) (citations omitted). The trial court is cognizant of the substance of the deposition evidence indicating that—per Sandip Patel (hereinafter “Patel”), co-owner of Plaintiff—Plaintiff pursued a branding arrangement with Defendant because of the then-recent “unbranding” of a nearby Sunoco-branded station:

We proposed to them or we asked them that we are looking to get a branding for our station since one of the Sunoco nearby became unbranded so there was an opportunity there to get branded and proposed them what we needed, you know, in terms of new pump, new POS and then they offered us a—and G & G offered us a deal after asking what we needed.¹⁰

Taking this evidence as true—and even assuming, *arguendo*, that this *post-hoc* deposition testimony reasonably infers the parties had agreed to a contract of exclusive territory¹⁰—such testimony simply is not evidence of said term having been omitted through fraud, accident, or mistake. Evidence of the same is inadmissible and will not preclude a finding that Defendant is entitled to judgment as a matter of law on the element of breach for violation of law.

Further, the trial court rejects any suggestion or intimation—to the extent the same may have been made by Plaintiff in written or oral argument—that the same deposition evidence or other evidence of record, under the “doctrine of necessary implication,” could mandate

It is, instead, within the province of the trial court to determine whether the entry of judgment as a matter of law is appropriate.

The trial court has evaluated the evidence of record and the reasonable inferences arising therefrom in a light most favorable to the Plaintiff as non-moving party, and has resolved all doubts as to the existence of a genuine issue of material fact against the Defendant as the moving party. In so doing, the trial court finds that Defendant is entitled to the entry in its favor of summary judgment as a matter of law at Count I for breach of contract to

the court's implication in the Supply Agreement of a term defining Plaintiff's exclusive territory and foreclose a conclusion that Defendant is entitled to judgment as a matter of law on the element of breach for violation of law. Under this doctrine:

A court may imply a missing term in a parties' contract only where it is necessary to prevent injustice and it is *abundantly clear* that the parties intended to be bound by such term.[] ... A court should only imply a term into a contract where it is clear that the parties contemplated it or that it is necessary to imply it to carry out the parties['] intentions.

Glassmere Fuel Service, Inc. v. Clear, 2006 Pa. Super. 113, ¶11, 900 A.2d 398, 403 (2006) (citation omitted) (emphasis in original). It is not abundantly clear that the parties intended to create an exclusive territory for Plaintiff. The record evidence, to the contrary, indicates that the parties neither agreed to nor intended to do such a thing, as the Supply Agreement does not address territory and the evidence demonstrates Defendant pursued the rebranding of the Competitor within the same timeframe Defendant pursued the rebranding under the instant Supply Agreement. It is clear that the establishment of an exclusive territory was not a mutually-intended essential term of the instant bargain that had been contemplated by the parties at the time they were engaging in the formation of the Supply Agreement. In its opinion in *Dahath Electric Co. v. Suburban Electric Development Co.*, 332 Pa. 129, 2 A.2d 765 (1938), the Supreme Court of Pennsylvania held that evidence of prior negotiation and intention is inadmissible to alter the terms of an unambiguous written contract. The reasoning of our Supreme Court seems particularly instructive in the case at bar:

Parties to this contract, competent business men, had they contemplated an exclusive agency, would we think have so provided in their written agreement. It could not be properly or justly concluded that they left this most important feature of the agreement out to be read into it by inference. ... 'Considering the entire contract, its meaning is not doubtful, and therefore we cannot consider the evidence, pro and con, as to the parties' own construction thereof. It is only in case of doubt or ambiguity that the parties' own construction can be resorted to.'

Id. at 768 (citation omitted). Just as was found by our Supreme Court in *Dahath*, the doctrine of necessary implication here will not and does not operate to allow this trial court to imply a term of exclusive territory. This doctrine therefore will not preclude a finding that Defendant is entitled to judgment as a matter of law on the element of breach for violation of law.

the extent that this theory of liability avers Defendant's breach violation of law.

*2. Breach for Defendant's
Failure to Act in Good Faith*

The Supply Agreement contains an express provision obligating Defendant "to make a good faith and reasonable effort to carry out the provisions of this Agreement."¹¹ This provision obligated Defendant to perform its duties in good faith under both: (1) the common law, *see Kaplan v. Cablevision of PA, Inc.*, 448 Pa. Super. 306, 318, 671 A.2d 716, 722 (1996), *appeal denied*, 546 Pa. 645, 683 A.2d 883 (1996) ("Section 205 of the Restatement (Second) of Contracts, which was adopted by this Court, ... provides: 'Every contract imposes on each party a duty of good faith and fair dealing in its performance and its enforcement.'"); and (2) Section 1-304 of the UCC ("Every contract or duty within this title imposes an obligation of good faith in its performance and enforcement."). 13 Pa. C.S.A. §1304. Section 1-201 of the UCC defines "good faith" as "honesty in fact and the observance of reasonable commercial standards of fair dealing." 13 Pa. C.S.A. §1201(b)(20). The breach of the obligation to act in good faith cannot be precisely defined in all circumstances, however, examples of "bad faith" conduct include: evasion of the spirit of the bargain, lack of diligence and slacking off, willful rendering of imperfect performance, abuse of a power to specify terms, and interference with or failure to cooperate in the other party's performance. *Kaplan*, *supra*.

Plaintiff argues that a genuine issue of material fact exists as to whether Defendant failed to act in good faith through interference with Plaintiff's obligation to satisfy

¹¹Supply Agreement, §9(B).

the “gallon requirement.” In support of this assertion, Plaintiff cites to deposition testimony of both Patel and John Gilchrist (hereinafter “Gilchrist”), president and operator of Defendant. The relevant deposition testimony of Patel cited for purpose of refuting Defendant’s Motion is the same previously set forth herein, wherein Patel testified that he perceived an “opportunity” in pursuing a rebranding of Plaintiff’s store subsequent to a former Sunoco-branded station nearby losing its Sunoco affiliation.¹² The relevant deposition testimony of Gilchrist is as follows:

Q. But during the time prior to entering into a contract with Penn Corners, and you were discussing through Nimesh—? You never disclosed to Penn Corers [sic] that you were considering branding the EZ Mart.

Correct?

A. I had never discussed with Penn Corners what I was discussing with anybody else.^[13]

...

Q. Did you ever consider not branding the EZ Mart with the Sunoco brand because of Penn Corners already being branded a Sunoco by you?

A. No.^[14]

Evaluating this evidence and the reasonable inferences arising therefrom in a light most favorable to the Plaintiff

¹²*Deposition of Sandip Patel*, p. 21, l. 24—p. 22, l. 5.

¹³*Videoconference Deposition of John Gilchrist*, June 24, 2021, p. 121, ll. 16-25. A copy of this deposition transcript is filed to the record within the *Appendix to Plaintiff’s Motion for Partial Summary Judgment*, September 23, 2021, at pp. 2-145 therein.

¹⁴*Id.* at p. 59, ll. 11-15.

as non-moving party, and resolving all doubts as to the existence of a genuine issue of material fact against the Defendant as the moving party, the trial court finds that no genuine issue of material fact exists with respect to whether Defendant's failure to disclose to Plaintiff its intent to brand the Competitor as a Sunoco station constituted a failure to have made a good faith and reasonable effort to carry out the provisions of the Supply Agreement.

As noted in the discussion and findings as to Plaintiff's claim for breach of the express essential terms of the Supply Agreement, set forth herein, *supra*, the record indicates Defendant has performed in satisfaction of its obligations under the Supply Agreement and there is no evidence of record indicating otherwise.

The trial court has evaluated the evidence of record and the reasonable inferences arising therefrom in a light most favorable to the Plaintiff as non-moving party, and has resolved all doubts as to the existence of a genuine issue of material fact against the Defendant as the moving party. In so doing, the trial court finds that Defendant is entitled to the entry in its favor of summary judgment as a matter of law at Count I for breach of contract to the extent that this theory of liability avers Defendant has breached the terms of the Agreement by failing to act in good faith.

Thus, the trial court has determined that entry of judgment as a matter of law and in favor of Defendant is appropriate as to Count I for all theories of breach of contract put forward by Plaintiff.

B. Count II—frustration of purpose

At the hearing on the motion for summary judgment, counsel for Plaintiff represented on the record that—

after preceding discussion or negotiation with counsel for Defendant—Plaintiff’s cause of action at Count II, “Frustration of Purpose,” was intended by Plaintiff to be discontinued at some point subsequent to the hearing. With this understanding, Defendant at the hearing did not pursue actively its motion for summary judgment with respect to Count II. Accordingly, and in light of the record with respect to Plaintiff’s claim at Count II, the Court’s Order enters judgment in favor of Defendant and against Plaintiff on said claim.

C. Count III—failure to act in good faith under the Pennsylvania Uniform Commercial Code

As noted in the discussion and findings as to Plaintiff’s claim for breach of the express essential terms of the Supply Agreement, set forth at Section (III)(A), *supra*, the record indicates Defendant has performed in satisfaction of its obligations under the Supply Agreement and there is no evidence of record indicating otherwise. Further, as more fully discussed in Section (III)(A), *supra*, the trial court has already found that the record is insufficient to indicate a genuine issue of material fact as to Defendant’s failure to act in good faith. The trial court, accordingly, finds that entry of judgment as a matter of law in favor of Defendant is appropriate with respect to Plaintiff’s theory that Defendant has failed to act in good faith under the Pennsylvania Uniform Commercial Code.

D. Count IV—tortious interference

At Count IV, Plaintiff sets forth a claim for tortious interference with contractual relations. In light of the particular facts and circumstances present herein, the trial court is of the opinion that Plaintiff’s assertion of

this tort claim, within the context of its contractual action, implicates the trial court’s examination of the applicability of the “gist of the action” doctrine:

[I]t is possible that a breach of contract also gives rise to an actionable tort ‘To be construed as in tort, however, the wrong ascribed to defendant must be the gist of the action, the contract being collateral.’ ... A claim [in contract] cannot be converted to one in tort simply by alleging that the conduct in question was wantonly done.

Bruno v. Erie Ins. Co., 630 Pa. 79, 108, 106 A.3d 48, 66 (2014) (quoting *Bash v. Bell Tel. Co. of Pa.*, 411 Pa. Super. 347, 355-56, 601 A.2d 825, 829 (1992)). As set forth by the Pennsylvania Supreme Court in its opinion in *Bruno*:

[O]ur Court has consistently regarded the nature of the duty alleged to have been breached, as established by the underlying averments supporting the claim in a plaintiff’s complaint,[] to be the critical determinative factor in determining whether the claim is truly one in tort, or for breach of contract. In this regard, the substance of the allegations comprising a claim in a plaintiff’s complaint are of paramount importance, and, thus, the mere labeling by the plaintiff of a claim as being in tort, *e.g.*, for negligence, is not controlling. If the facts of a particular claim establish that the duty breached is one created by the parties by the terms of their contract—*i.e.*, a specific promise to do something that a party would not ordinarily have been obligated to do but for the existence of the contract—then the claim is to be viewed as one for breach of contract. ... If, however, the facts establish that the claim involves the defendant’s violation of a broader social duty owed to all individuals, which is imposed by the law of torts and,

hence, exists regardless of the contract, then it must be regarded as a tort.

Id. (citation to footnote omitted). Here, a review of the averments of Count IV and the evidence of record in support of such averments indicates that, even when reviewing the record in a light most favorable to Plaintiff as non-moving party and affording Plaintiff the benefit of every reasonable inference arising therefrom, the facts of this particular claim establish that the duty alleged to have been breached is one created by the parties by the terms of the Supply Agreement. Accordingly, as a matter of law, dismissal of Count IV of the Complaint is warranted under the “gist of the action” doctrine.

E. Count V—unjust enrichment

“By its nature, the doctrine of quasi-contract, or unjust enrichment, is inapplicable where a written or express contract exists.” *Northeast Fence & Iron Works, Inc. v. Murphy Quigley Co., Inc.*, 2007 Pa. Super. 287, ¶12, 933 A.2d 664, 669 (2007). Here, where there is no dispute as to the existence of a written and express contract governing the relationship between Plaintiff and Defendant, the record evidence establishes without question the existence of the same.¹⁵ The entry of judgment as a matter of law is appropriate in favor of Defendant and against Plaintiff on Plaintiff’s claim for unjust enrichment at Count V of the Complaint.

V. Conclusion

For the reasons set forth above, the trial court issued its Order.

¹⁵See fn.1, *supra*.

[EDITOR’S NOTE: Appeal filed to the Superior Court of Pennsylvania. See Luzerne County Civil Docket No. 2020-08558. Superior Court No. 573 MDA 2022—Common Pleas Decision *AFFIRMED*—January 10, 2023]

THE LUZERNE LEGAL REGISTER

DECEDENTS' ESTATES

Notice is hereby given that letters testamentary or of administration have been granted in 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 or their attorneys

FIRST PUBLICATION

ESTATE OF MARCIA LYN BELLES a/k/a Marcia L. Belles a/k/a Marcia Belles, late of Berwick (died January 15, 2023), Jarod Belles, Administrator; Franklin E. Kepner, III, Esquire, Kepner, Kepner & Corba, P.C., 123 West Front Street, Berwick, PA 18603

ESTATE OF HELEN BOGDAN, late of Hanover Twp. (died March 28, 2023), Stanley V. Bogdan, III, Executor; Hourigan, Kluger & Quinn, PC, 600 Third Ave., Kingston, PA 18704

ESTATE OF LLOYD R. BRIGGS a/k/a Lloyd Robert Briggs, late of Nanticoke (died August 6, 2022), Erika A. Stetz and Lloyd R. Briggs, Jr., Co-Executors; Stacey Acri, Esquire, 273 E. Northampton St., Wilkes-Barre, PA 18702

ESTATE OF ROSEMARY BROWN, late of West Wyoming (died March 25, 2023), Deborah Jorda and James Brown, Co-Executors; Robert V. Davison, Esquire, New Bridge Center, 480 Pierce St., Suite 216, Kingston, PA 18704

ESTATE OF DAVID C. DENICOLA, late of Pittston (died August 26, 2022), Elizabeth J. Denicola, Executrix; Joseph S. Colbassani, Esquire, Minora, Krowiak, Munley, Batyko, 700 Vine St., Scranton, PA 18510-2441

ESTATE OF VINCENT DIANDRIOLE, late of Jenkins Township (died January 30, 2023), Christine Hales, Executrix; James J. Gillotti, Esquire, Oliver, Price & Rhodes, 1212 South Abington Road, P.O. Box 240, Clarks Summit, PA 18411

ESTATE OF DONALD ENGLE, late of Harveys Lake (died November 26, 2021), Paul Strazdus, Executor; Matthew Loftus, Esquire, 601 Wyoming Avenue, Kingston, PA 18704

ESTATE OF ANNA E. FEDAK, late of Wilkes-Barre (died August 9, 2021), Thomas Fedak, Executor; Joseph F. Castellino, Esquire, 121 S. Main St., Pittston, PA 18640

ESTATE OF MARY ANN HALCISAK, late of Hazleton (died March 4, 2023), James C. Howard, 224 Horizon Circle, Grass Valley, CA 95945, Executor

ESTATE OF MARLENE J. HOLLY, late of Courtdale (died March 26, 2023), David J. Holly, Jr., Executor; John J. Terrana, Esquire, 400 Third Ave., Suite 216, Kingston, PA 18704

ESTATE OF PAUL HUGH HUNSINGER, II a/k/a Paul H. Hunsinger a/k/a Paul Hunsinger, late of Drums (died June 24, 2022), Barbara A. Hunsinger, Administratrix; Richard J. Marusak, Esquire, Ustynoski & Marusak, LLC, 101 West Broad St., Suite 205, Hazleton, PA 18201

ESTATE OF KRISTINE MARIE KARLESKIND a/k/a Kris Karleskind a/k/a Krissy Karleskind, late of Hanover Twp. (died January 25, 2023), Kimberley Anne McDonald, Administratrix; Janna M. Pelletier, Esquire, 535 N. Church St., Ste. 309, West Chester, PA 19380

THE LUZERNE LEGAL REGISTER

ESTATE OF NORMA C. KRUPINSKI, late of Nanticoke (died February 4, 2023), Karen Gates, Executrix; Patrick J. Aregood, Esquire, 1218 South Main Street, Hanover Township, PA 18706

ESTATE OF JACOB LONGFOOT, JR., late of Wilkes-Barre (died September 9, 2022), Michael Longfoot, Administrator; Gregory S. Skibitsky, Jr., Esquire, Skibitsky & Molino, 457 North Main St., Suite 101, Pittston, PA 18640

ESTATE OF JOHN J. McANDREW, late of Shickshinny (died March 8, 2023), Joseph Patrick McAndrew, Executor; Rosenn, Jenkins & Greenwald, LLP, 1065 Hwy. 315, Suite 200, Wilkes-Barre, PA 18702

ESTATE OF MARIE S. MILARDI a/k/a Marie Milardi, late of Hazleton (died January 4, 2023), Mr. James Salazar a/k/a James John Salazar, Executor; Matthew G. Schnell, Esquire, Strubinger Law, P.C., 505 Delaware Ave., P.O. Box 158, Palmerton, PA 18059

ESTATE OF ELEANOR M. MOLINA, late of Hunlock Creek (died February 6, 2023), Craig R. Seelig, Executor; Brendan R. Ellis, Esquire, 1018 Church Street, Honesdale, PA 18431

ESTATE OF THERESA OPALICKI, late of Dallas (died October 15, 2022), Jamie Michael Opalicki, Administrator; Thomas J. Mosca, Esquire, Mosca Law, 900 Rutter Ave., Suite 24, Forty Fort, PA 18704

ESTATE OF ELIZABETH A. ORLANDINI, late of Exeter Township (died February 21, 2023), Robert Orlandini, Jr., Executor; John J. Gill, Jr., Esquire, Gallagher, Brennan & Gill, 220 Pierce Street, Kingston, PA 18704-4655

ESTATE OF CINDY M. SCHUMAKER, late of Newport Twp. (died January 1, 2023), Kelli A. Valaitis, Executrix; Donna J. Wengiel, Esquire, Stuckert and Yates, Two N. State St., Newtown, PA 18940

ESTATE OF LOUIS V. SEO a/k/a Louis Seo, late of Hazleton (died February 12, 2023), Kathleen Perchak, Executrix; Joseph R. Baranko, Esquire, Slusser Law Firm, 1620 North Church St., Suite 1, Hazleton, PA 18202

ESTATE OF MARY M. SIMPSON, late of Fairview Twp. (died March 21, 2023), Maryann T. Yuran, Executrix; Michael J. Kizis, Esquire, 61 N. Washington St., Wilkes-Barre, PA 18701

ESTATE OF CLAUDIA LAUX STEVENS a/k/a Claudia L. Stevens a/k/a Claudia Stevens, late of Dallas (died March 23, 2023), Michael Stevens, Brian Stevens and Christopher Stevens, Executors; Angela F. Stevens, Esquire, 400 Third Ave., Suite 101, Kingston, PA 18704

ESTATE OF CAROLYN J. VODZAK a/k/a Carolyn Vodzak, late of Plains Twp. (died March 5, 2023), Marie Gitomer and Barbara Sharry, Co-Executrices; Stephen B. Killian, Esquire, 575 Pierce Street, Suite 303, Kingston, PA 18704

SECOND PUBLICATION

ESTATE OF MONICA P. BARLETTA a/k/a Monica Barletta, late of Hazleton (died December 9, 2022), Frederick A. Barletta, Executor; Pamela N. Zetterberg, Esquire, 4461 Kohler Drive, Allentown, PA 18103

ESTATE OF ROBERT E. BULL a/k/a Robert Earl Bull, late of Nescopeck (died February 24, 2023), Robert A. Bull and Kathleen O. Wiest, Co-

THE LUZERNE LEGAL REGISTER

- Executors; Robert A. Bull, Esquire, Law Offices of Bull & Bull, LLP, 106 Market St., Berwick, PA 18603
- ESTATE OF THERESA CRAWFORD a/k/a Theresa G. Crawford a/k/a/a Therese Crawford a/k/a/a Therese G. Crawford, late of Kingston (died August 19, 2022), Richard Crawford Executor; Christopher J. Crawford, Esquire, 575 Pierce Street, Suite 303, Kingston, PA 18704
- ESTATE OF JOHN D. DANE, late of Hanover Township (died September 28, 2020), Jeannine Dane, Administratrix; David E. Schwager, Esquire, 183 Market Street, Suite 100, Kingston, PA 18704-5444
- ESTATE OF MELANIE DRAUS, late of Exeter Borough (died March 17, 2023), Donna Reily, Executrix; Robert A. Anders, Esquire, 1170 Highway 315, Suite 2, Plains, PA 18702
- ESTATE OF DOMINIC P. FINO, SR. a/k/a/a Dominic Pasquale Fino, Sr. a/k/a/a Dominic Fino, late of Dallas Borough (died January 26, 2021), Dominic P. Fino, Jr., Executor; Christopher J. Crawford, Esquire, 575 Pierce Street, Suite 303, Kingston, PA 18704
- ESTATE OF RUTH A. FINO a/k/a/a Ruth Ann Fino, late of Dallas Borough (died May 14, 2021), Dominic P. Fino, Jr., Executor; Christopher J. Crawford, Esquire, 575 Pierce Street, Suite 303, Kingston, PA 18704
- ESTATE OF BERNARD E. GALLAGHER, late of Mountain Top (died February 22, 2023), Marce Readler, Executrix; Patrick J. Aregood, Esquire, 1218 South Main St., Hanover Township, PA 18706
- ESTATE OF DANIEL PAUL KOSTICK a/k/a Daniel P. Kostick, late of West Hazleton (died December 17, 2022), Lori Kostick Pittinger, Executrix; Robert T. Kelly, Jr., Esquire, Myers, Brier & Kelly, LLP, 425 Biden St., Suite 200, Scranton, PA 18503
- ESTATE OF HELEN LENGLE a/k/a/a Helen Klepadlo, late of Avoca (died March 8, 2023), Margaret Timlin, Executrix; John J. Terrana, Esquire, 400 Third Ave., Suite 216, Kingston, PA 18704
- ESTATE OF MICHAEL THOMAS MONDY, late of Kingston (died March 13, 2023), Nancy M. Mondy, Administratrix; John J. Terrana, Esquire, 400 Third Ave., Suite 216, Kingston, PA 18704
- ESTATE OF DOROTHY G. NEMETZ a/k/a/a Dorothy C. Nemetz, late of Courtdale (died April 14, 2019), Mark Nemetz and Gary Nemetz, Co-Administrators; David W. Saba, Esquire, 345 Market St., Kingston, PA 18704
- ESTATE OF KELLY ANN O'BRIEN a/k/a/a Kelly Ann Jackson, late of Avoca (died December 2, 2022), Earl O'Brien, Administrator; Saporito, Falcone & Watt, 48 South Main St., Pittston, PA 18640
- ESTATE OF AGNES RECLA a/k/a/a Agnes Marie Recla a/k/a/a Agnes M. Recla, late of West Hazleton (died March 7, 2023), Violet Recla D'Angelo, Executrix; Frank J. Skokoski, Esquire, Skokoski & DeCosmo, P.C., 165 Susquehanna Boulevard, West Hazleton, PA 18202
- ESTATE OF CAROL A. SEDON, late of Wright Twp. (died December 11, 2022), Susanna Dunn, Executrix; Bregman & Lantz, LLC, 1205 Wyoming Ave., Forty Fort, PA 18704

THE LUZERNE LEGAL REGISTER

ESTATE OF DAVID WASILEWSKI a/k/a David J. Wasilewski, late of Hazle Twp. (died March 13, 2023), James Wasilewski, Administrator; Peter O'Donnell, Esquire, 305 South Church St., Suite 175, Hazleton, PA 18201

ESTATE OF DEBBIE WESSINGER, late of Larksville (died November 14, 2022), Kenneth Penyak, Administrator; Francis J. Hoegen, Esquire, 152 South Franklin St., Wilkes-Barre, PA 18701

ESTATE OF ROSEMARY WILCOX a/k/a Rosemary W. Wilcox, late of Kingston (died March 17, 2023), Edith K. Evans, Executrix; Donald P. Roberts, Esquire, Burke Vullo Reilly Roberts, 1460 Wyoming Ave., Forty Fort, PA 18704

THIRD PUBLICATION

ESTATE OF FLORENCE C. BIGOS, Late of Nanticoke City (died January 6, 2023), Edward Bigos, Jr., Executor; Stephen J. Bachman, Esquire, 26 Pierce Street, Kingston, PA 18704

ESTATE OF GILLES DUBOIS a/k/a Gilles P. Dubois a/k/a Gus Dubois, late of Swoyersville (died February 27, 2023), Sherry Ann Pitcavage, Executrix; Thomas A. O'Connor, Esquire, Law Office of Thomas A. O'Connor, P.C., 601 Wyoming Ave., Kingston, PA 18704

ESTATE OF EDWARD S. EVELOCK, late of Swoyersville (died August 6, 2022), Jane M. Evelock, Executrix; Frank J. Aritz, Esquire, 23 West Walnut St., Kingston, PA 18704

ESTATE OF CAROL JEAN FERGUSON a/k/a Carol Ferguson, late of Pittston City (died January 17, 2023), Robert K. Fellows, Executor; Girard J. Mecadon, Esquire, 363 Laurel St., Pittston, PA 18640-1719

ESTATE OF LARRY J. GOSS, late of Shickshinny (died January 16, 2023), Tracey Sherrick, Executrix; Stephen A. Menn, Esquire, 37 North River St., Wilkes-Barre, PA 18702

ESTATE OF DOROTHY GRIBB a/k/a Dorothy L. Gribb, late of Hanover Twp. (died March 3, 2023), James Gribb, Executor; Richard C. Shiptoski, Esquire, P.O. Box 155, Shickshinny, PA 18655

ESTATE OF ARTHUR JAMES KASCHENBACH, late of West Hazleton (died January 3, 2023), Peter J. O'Rourke, Executor; Christina Fleury, Esquire, 517 Main St., Towanda, PA 18848

ESTATE OF MARILYN A. KLINK a/k/a Marilyn Ann Klick, late of Dallas Twp. (died February 18, 2023), Richard H. Klick, III, Executor; Rosenn, Jenkins & Greenwald, LLP, 1065 Hwy. 315, Suite 300, Wilkes-Barre, PA 18702

ESTATE OF CAROL KOPCZYNSKIE, late of Freeland (died January 25, 2019), Lori Barna, Administratrix; Law Office of Gregory M. Lane, 2617 N. 2nd St., Harrisburg, PA 17110

ESTATE OF JOSEPHINE LATOSZEWSKI a/k/a Josephine L. Latoszewski, late of Larksville (died January 14, 2023), Christine Herron, Executrix; Thomas J. Mosca, Esquire, 900 Rutter Ave., Suite 24, Forty Fort, PA 18704

ESTATE OF DOROTHY M. LEFFLER a/k/a Dorothea Mae Leffler a/k/a Dorothea Leffler, late of Buck Twp. (died February 13, 2023), Cheryl Leffler Kerrick, Executrix; Francis J. Hoegen, Esquire, 152 South Franklin St., Wilkes-Barre, PA 18701

THE LUZERNE LEGAL REGISTER

ESTATE OF ELEANOR MACEIKO, late of Wilkes-Barre (died February 14, 2023), Sandy Feisel, Executrix; Law Offices of Bernard Walter, 1674 Memorial Hwy., Shavertown, PA 18708

ESTATE OF SYLVIA A. MATTEY, late of Swoyersville (died April 25, 2022), Charles A.J. Halpin, III, Esquire, The Land Title Bldg., 100 S. Broad St., #1830, Philadelphia, PA 19110, Administrator

ESTATE OF MARGIE E. MILLER a/k/a Margie Miller, late of Forty Fort (died March 6, 2023), Benjamin Kovalesski, Executor; Frank J. Aritz, Esquire, 23 West Walnut St., Kingston, PA 18704

ESTATE OF EDWARD WILLIAM PILWALLIS a/k/a Edward W. Pilwallis, late of Wilkes-Barre (died March 7, 2023), Elaine Slabinski, Executrix; Michael J. Bendick, Esquire, P.O. Box 1733, Shavertown, PA 18708

ESTATE OF MARION ROBINSON, late of Dallas (died January 24, 2023), Bonnie Spencer and Shanna Smith, Administratrices; Hiscox & Musto, 400 Third Ave., Suite 201, Kingston, PA 18704

ESTATE OF JEANNE RYBARCZYK a/k/a Jeanne M. Rybarczyk, late of Conyngham (died February 5, 2023), Susan Petrone, Executrix; Joseph D. Ustynoski, Esquire, Ustynoski & Marusak, LLC, 101 West Broad St., Suite 205, Hazleton, PA 18201

ESTATE OF JOHN CARL SHEMO a/k/a John C. Shemo, late of Kingston (died December 1, 2022), Tracey Shemo, Administratrix; Donald P. Roberts, Esquire, Burke Vullo Reilly Roberts, 1460 Wyoming Avenue, Forty Fort, PA 18704

ESTATE OF CLARA SHERRICK a/k/a Clara M. Sherrick, late of Nanticoke (died February 8, 2023), Carol Warren, Executrix; Patrick J. Aregood, Esquire, 1218 South Main St., Wilkes-Barre, PA 18706

ESTATE OF ZANE L. WELCH a/k/a Zane Welch, late of Huntington Township (died January 10, 2023), Marjorie M. Cotterman, Executrix; Robert A. Bull, Esquire, Law Offices of Bull & Bull, LLP, 106 Market Street, Berwick, PA 18603

ESTATE OF JOSEPH J. WELKEY, late of Edwardsville (died January 17, 2023), Lynne Welkey, Executrix; David J. Harris, Esquire, 67-69 Public Sq., Suite 700, Wilkes-Barre, PA 18701

ESTATE OF DAVID SEWARD WILLIAMS, late of Huntington Twp. (died October 11, 2020), Michael Seward, Executor; Michael W. Showers, Esquire, 48 Walnut St., Milton, PA 17847

ACTION IN PATERNITY

IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY
CIVIL ACTION—AT LAW

6549 OF 2021

KARIYM ASKIN

Plaintiff

vs.

NOELLE JOPLING, and
KAREEM XZAYVION OWENS
Defendants

NOTICE IS HEREBY GIVEN to NOELLE JOPLING, and KAREEM XZAYVION OWENS that Plaintiff, Kariym Askin, has filed an Action

THE LUZERNE LEGAL REGISTER

in Paternity, endorsed with a Notice to Defend, against you in the Court of Common Pleas of LUZERNE COUNTY, Pennsylvania, docketed to No. 6549-2021, seeking to determine paternity and for genetic testing of the minor child, K.O. A hearing is scheduled for May 10, 2023, at 11:00 A.M. at the Luzerne County Courthouse, Bernard C. Brominski Building, 113 West North Main Street, 3rd Floor, Wilkes-Barre, Luzerne County, Pennsylvania. Your failure to appear may result in an adverse decision being entered against you.

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by Attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

AVISO

A USTED SE LE HA DEMANDADO EN LA CORTE. Si usted quiere defenderse contra la demanda expuesta en las siguientes páginas, tiene que tomar acción en un plazo de veinte (20) días después que reciba esta demanda y aviso, por presentar una notificación de comparecencia escrita personalmente o por un abogado y radicar por escrito en la Corte sus defensas u objeciones a las demanda presentadas en su contra. Se le advierte que si falla en hacerlo, el caso podría seguir adelante sin usted y un fallo podría ser dictado en su contra por la Corte sin previo aviso por cualquier dinero reclamado en la demanda o por cualquier otro reclamo o desagravio pedido por el/la demandante. Puede que usted pierda dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO, DIRÍJASE O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ABAJO. ESTA OFICINA PUEDE PROVEERLE CON INFORMACIÓN SOBRE COMO

THE LUZERNE LEGAL REGISTER

CONTRA TAR UN ABOGADO. SI NO TIENE LOS FONDOS SUFICIENTES PARA CONTRATAR UN ABOGADO, ESTA OFICINA PODRÍA PROPORCIONARLE INFORMACIÓN ACERCA DE AGENCIAS QUE PUEDAN OFRECERLES SERVICIOS LEGALES A PERSONAS QUE REÚNAN LOS REQUISITOS A UN HONORARIO REDUCIDO O GRATIS.

North Penn Legal Services, Inc.
33 N. Main Street
Suite 200
Pittston, PA 18640
(570) 299-4100
Servicios Legales de
North Penn, Inc.
33 la Calle Main del Norte
Oficina 200
Pittston, PA 18640
(570) 299-4100

Apr. 21

PETITION FOR CHANGE OF NAME

NOTICE IS HEREBY GIVEN that on March 3, 2023, the Petition of Ricardo Viruet, was filed in the Court of Common Pleas of Luzerne County, No. 02177 of 2023, praying for a Decree to Change minor's name from Zachery Ricardo Hall-Brown to Zachery Ricardo Viruet.

The Court has fixed May 5, 2023 at 9:00 A.M., Orphans' Court, Brominski Building, 3rd Floor, 113 West North Street, Wilkes-Barre, Pennsylvania 18711, as the time and place for the hearing on said Petition, when and where all interested may appear and show cause why the prayer of the said Petitioner should not be granted.

Apr. 21

PETITION FOR CHANGE OF NAME

NOTICE IS HEREBY GIVEN that on April 13, 2023, the Petition of Fransico Micheal Aviles, was filed in the Court of Common Pleas of Luzerne County, No. 04028 of 2023, praying for a Decree to Change his name to Francisco Micheal Aviles.

The Court has fixed Monday, June 12, 2023 at 1:00 p.m., Luzerne County Courthouse, 200 North River Street, Wilkes-Barre, Pennsylvania 18711, as the time and place for the hearing on said Petition, when and where all interested may appear and show cause why the prayer of the said Petitioner should not be granted.

Apr. 21

NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Pennsylvania Department of State for:

ARCO CONSTRUCTION, INC. pursuant to the provisions of the Pennsylvania Business Corporation Law of 1988.

ROBERT S. SENSKY, ESQUIRE
LAPUTKA, BAYLESS, ECKER & COHN, P.C.

One South Church Street
Suite 301
Hazleton, PA 18201

Apr. 21

NOTICE

NOTICE IS HEREBY GIVEN that a Foreign Registration Statement has been filed with and approved by the Department of State, Commonwealth of Penn-

THE LUZERNE LEGAL REGISTER

sylvania, on January 4, 2021, pursuant to the Business Corporation Law of 1988, as amended, for J&K REAL COMM INC. registering said Corporation to do business in the Commonwealth of Pennsylvania with a Registered Office at 67 North Church Street, Hazleton, Pennsylvania 18201.

RICHARD J. MARUSAK,
ESQUIRE
USTYNOSKI AND
MARUSAK, LLC
101 West Broad Street
Suite 205
Hazleton, PA 18201

Apr. 21

NOTICE

NOTICE IS HEREBY GIVEN that a Foreign Registration Statement has been filed with and approved by the Department of State, Commonwealth of Pennsylvania, on March 3, 2023, pursuant to the Business Corporation Law of 1988, as amended, for R&G REAL COMM INC. registering said Corporation to do business in the Commonwealth of Pennsylvania with a Registered Office at 67 North Church Street, Hazleton, Pennsylvania 18201.

RICHARD J. MARUSAK,
ESQUIRE
USTYNOSKI AND
MARUSAK, LLC
101 West Broad Street
Suite 205
Hazleton, PA 18201

Apr. 21

NOTICE

NOTICE IS HEREBY GIVEN that a Foreign Registration Statement has been filed with and approved by the Department of

State, Commonwealth of Pennsylvania, on March 3, 2023, pursuant to the Business Corporation Law of 1988, as amended, for J&L REAL COMM INC. registering said Corporation to do business in the Commonwealth of Pennsylvania with a Registered Office at 67 North Church Street, Hazleton, Pennsylvania 18201.

RICHARD J. MARUSAK,
ESQUIRE
USTYNOSKI AND
MARUSAK, LLC
101 West Broad Street
Suite 205
Hazleton, PA 18201

Apr. 21

NOTICE

NOTICE IS HEREBY GIVEN that a Foreign Registration Statement has been filed with and approved by the Department of State, Commonwealth of Pennsylvania, on March 3, 2023, pursuant to the Business Corporation Law of 1988, as amended, for J&G REAL COMM INC. registering said Corporation to do business in the Commonwealth of Pennsylvania with a Registered Office at 67 North Church Street, Hazleton, Pennsylvania 18201.

RICHARD J. MARUSAK,
ESQUIRE
USTYNOSKI AND
MARUSAK, LLC
101 West Broad Street
Suite 205
Hazleton, PA 18201

Apr. 21

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that on March 24, 2023, an Application for Registration of Ficti-

THE LUZERNE LEGAL REGISTER

tious Name was filed in the Department of State of the Commonwealth of Pennsylvania, pursuant to the Fictitious Name Act 1982-295 to do business under the assumed or fictitious name of:

DAMN MAN SNACKS

Said business to be conducted at: 88 Dilley Street, Forty Fort, PA 18704. The name and address of the corporation interested in the business are DM SNACKS, INC., 88 Dilley Street, Forty Fort, PA 18704.

ELLIOT B. EDLEY, ESQUIRE
EDLEY AND REISHTSTEIN

37 N. River Street
Wilkes-Barre, PA 18702

Apr. 21

NOTICE

NOTICE IS HEREBY GIVEN that on March 15, 2023, the Petition for Change of Name has been filed by ANGELA DIAZ BUESO, the natural parent of XANDER ANGEL MENDOZA DIAZ, a minor child, in the Court of Common Pleas of Luzerne County, Pennsylvania to No. 2023-02893, praying for a Decree to Change his name from XANDER ANGEL MENDOZA DIAZ to XANDER ANGEL DIAZ BUESO.

The Court has fixed a Hearing on May 18, 2023 at 9:00 a.m., Orphans' Court, Brominski Building, 3rd Floor, 113 West North Street, Wilkes-Barre, Luzerne County, Pennsylvania 18711 as the time and place for the Hearing on said Petition, when and where all interested may appear and show cause why

the prayer of the said Petition should not be granted.

JOHN LUCAS, ESQUIRE
SLUSSER LAW FIRM

1620 N. Church Street
Suite 1
Hazleton, PA 18202
(570) 453-0463

Apr. 21

NOTICE

Brittany Weikel intends to apply for a title to the following vehicle: 2015 Subaru Impreza, VIN Number JF1GPAC69F8292201.

A hearing has been set for June 12, 2023, at 1:00 P.M., Luzerne County Courthouse, 200 N. River Street, Wilkes-Barre, PA 18711.

Apr. 21

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

COURT OF COMMON PLEAS
CIVIL DIVISION
LUZERNE COUNTY

NO.: 2021-11213

Longbridge Financial, LLC
PLAINTIFF

vs.

Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or under Leonard R. Michalski, deceased and Gretchen Michalski, known heir of Leonard R. Michalski, deceased and Lenn Michalski, known heir of Leonard R.

Michalski, deceased

DEFENDANTS

THE LUZERNE LEGAL REGISTER

TO: Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or under Leonard R. Michalski, deceased, 76 Brader Drive, Wilkes-Barre, PA 18705
Your house (real estate) at: 76 Brader Drive, Wilkes-Barre, PA 18705, Parcel ID: 73H10-NE2014025000 is scheduled to be sold at Sherrif's Sale at Luzerne County Courthouse, 200 North River Street, Wilkes-Barre, PA 18711 on June 2, 2023 at 10:30 A.M. to enforce the court judgment of \$101,189.20 obtained by Longbridge Financial, LLC against you.

NOTICE OF OWNER'S
RIGHTS YOU MAY BE ABLE
TO PREVENT THIS
SHERIFF'S SALE

To prevent this Sheriff's Sale you must take immediate action:

The sale will be cancelled if you pay back to Longbridge Financial, LLC the amount of the judgment plus costs or the back payments, late charges, costs, and reasonable attorneys fees due. To find out how much you must pay, you may call: LOGS Legal Group LLC, (610) 278-6800.

PLEASE NOTE a Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 20 days after the filing of the schedule.

Apr. 21

NOTICE

COURT OF COMMON PLEAS
CIVIL DIVISION
LUZERNE COUNTY

NO.: 202301641

Lakeview Loan Servicing, LLC
PLAINTIFF

vs.

Sara Kashnicki Church,
known Heir of Matthew
Church, deceased and
Unknown Heirs, Successors,
Assigns and All Persons, Firms
or Associations Claiming Right,
Title or Interest from or under
Matthew Church, deceased
DEFENDANTS

NOTICE

To: the Defendants, Unknown Heirs, Successors, Assigns and All Persons, Firms or Associations Claiming Right, Title or Interest from or under Matthew Church, deceased

TAKE NOTICE THAT THE Plaintiff, Lakeview Loan Servicing, LLC has filed an action Mortgage Foreclosure, as captioned above.

IF YOU WISH TO DEFEND, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE YOUR DEFENSE OR OBJECTIONS WITH THE COURT. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR THE RELIEF

THE LUZERNE LEGAL REGISTER

REQUESTED BY THE PLAINTIFF. 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 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.

North Penn Legal Services, Inc.

33 N. Main Street

Suite 200

Pittston, PA 18640

(570) 299-4100

CHRISTOPHER A

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ESQUIRE

PA I.D. No. 77788

LESLIE J. RASE, ESQUIRE

PA I.D. No. 58365

SAMANTHA GABLE,
ESQUIRE

PA I.D. No. 320695

HEATHER RILOFF,
ESQUIRE

PA I.D. No. 309906

KEVIN T. TONCZYCZYN,
ESQUIRE

PA I.D. No. 332616

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PA I.D. No. 34576

LOGS LEGAL GROUP LLP

3600 Horizon Drive

Suite 150

King of Prussia, PA 19406

Telephone:

(610) 278-6800

E-mail: pahelp@logs.com

Apr. 21

THE LUZERNE LEGAL REGISTER



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PERIODICAL PUBLICATION

* Dated Material. Do Not Delay. Please Deliver Before Monday, April 24, 2023