

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**JAMES OETTING, Individually and on
behalf of all others similarly situated,
Plaintiff,**

CIVIL ACTION

v.

NO. 11-4757

**HEFFLER, RADETICH & SAITTA, LLP,
EDWARD J. SINCAVAGE,
EDWARD J. RADETICH, JR., and
MICHAEL T. BANCROFT,
Defendants.**

ORDER

AND NOW, this 11th day of August, 2017, upon consideration of Defendants' Memorandum on Choice of Law Issues (Doc. No. 107, filed January 27, 2017), Plaintiffs' Conflict of Laws Memorandum (Doc. No. 108, filed February 24, 2017), Defendants' Reply Memorandum on Choice of Law Issues (Doc. No. 109, filed March 10, 2017), Defendants' Supplemental Memorandum of Law on Choice of Law Issues (Doc. No. 113, filed June 16, 2017), Plaintiffs' Supplemental Memorandum of Law in Response to this Court's Order (Doc. No. 114, filed June 23, 2017), and Defendants' Supplemental Reply Memorandum of Law on Choice of Law Issues (Doc. No. 115, filed June 30, 2017), and following a telephone conference with the parties, through counsel, on August 4, 2017, for the reasons set forth in the accompanying Memorandum dated August 11, 2017, **IT IS ORDERED** as follows:

1. Because the injuries alleged by plaintiff accrued in Pennsylvania, under the Missouri borrowing statute, the Pennsylvania two-year statute of limitations applies to all claims in the Second Amended Complaint;

2. The Missouri savings statute applies to all claims in the Second Amended Complaint, and those claims survive and will be allowed to proceed—plaintiff’s claims are not barred by the expiration of Pennsylvania’s two-year statute of limitations; and

3. Missouri substantive law governs all claims in the Second Amended Complaint.

IT IS FURTHER ORDERED that a telephone conference for the purpose of scheduling further proceedings will be scheduled in due course.

BY THE COURT:

 /s Jan E. DuBois
DuBOIS, JAN E., J.