



Chester County Law Reporter

(USPS 102-900)

The Official Legal Publication for Chester County

Vol. 70

WEST CHESTER, PENNSYLVANIA, FEBRUARY 17, 2022

No. 07

TABLE OF CONTENTS

70 CHESTER COUNTY REPORTS

E.R. Stuebner, Inc. v. West Chester Area School District **(Issue 1 of 2)**

Direct damages – Consequential damages – Speculative damages – Disparity in bargaining power – Prompt Payment Act 43 (2022)

Classified Ads. 13
Meeting Space - *West Chester*
Associate Attorney
Estates/Trusts Attorney

Legal Notices
See Table of Contents.1

Chester County Law Reporter

(USPS 102-900)

Reporting the Decisions of the Divisions of the Court of the Fifteenth Judicial District of Pennsylvania, Composed of Chester County, Officially Designated by the Rule Thereof as the Legal Periodical for the Publication of Legal Notices

Owned and Published by
CHESTER COUNTY BAR ASSOCIATION
15 West Gay Street, 2nd Floor, West Chester, Pennsylvania 19380

www.chescobar.org
lawreporter@chescobar.org

Telephone: 610/692-1889 Fax: 610/692-9546

Richard Meanix, Editor

Assistant Editor

Patrick M. McKenna, Esquire
Richard Meanix, Chairperson-Publications Committee

Subscription Rate \$50.00 for CCBA Members; \$70.00 for Nonmembers CCBA
Periodicals Postage Paid at West Chester, Pennsylvania

POSTMASTER: Send address changes to

Chester County Law Reporter, 15 West Gay Street, 2nd Floor, West Chester, PA 19380

The **CHESTER COUNTY LAW REPORTER** is published every Thursday. **The Deadline for submission of all notices is 12:00 noon on Tuesday, 10 days prior to the following Thursday publication.** Notices must be submitted in typewritten form OR form provided by the Office of the **Law Reporter** and are published exactly as submitted by the advertiser. Neither the Law Reporter nor the printer will assume any responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes in content.

Copyright ©2022 CCBA — All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form by electronic, mechanical, photocopy, or any other means without the prior written permission of the copyright holder.

2022 CCBA Officers

Michelle Bernardo-Rudy, *President*
Brian Nagle, *Vice President*
Don Lynn, *Treasurer*
James Doyle, *Secretary*
John Fiorillo
Immediate Past President

Executive Director

Matt Holliday

2022 CCBA Directors

Jennifer Fink (2024)
Ryan Jennings (2022)
Kelly Jurs (2024)
Wes Legg (2022)
Jon Long (2023)
Helen Mountain (2023)
A.J. Ober (2022)
Hon. Analisa Sondergaard (2024)

2022 YLD Division

Blaine Feinauer, *Chair*
Amanda Grant, *Chair-Elect*
Michelle Barone, *Immediate Past Chair*

E.R. Stuebner, Inc. v. West Chester Area School District

Direct damages – Consequential damages – Speculative damages – Disparity in bargaining power – Prompt Payment Act

1. Generally, damages for breach of contract include the amount of money that will put the non-breaching party in the position it would have been in if the breach had not occurred. This includes not only damages that directly result from the breach, but also those damages that were foreseeable at the time the parties entered into their contract, referred to as consequential damages.
2. A contract does not necessarily have to identify consequential damages for such damages to be recoverable.
3. In a commercial setting, a contractual provision excluding liability for special, indirect, and consequential damages is generally valid and enforceable. In analyzing such a provision, courts must look to the parties involved to ensure that there is no disparity between the entities in either bargaining power or sophistication.
4. Damages are considered remote or speculative only if there is uncertainty concerning the identification of the existence of damages, rather than the ability to precisely calculate the amount or value of damages.
5. The Prompt Payment Act (PPA) governs construction projects between a government agency and a contractor, where the contract involves competitive sealed bidding or competitive sealed proposals. Absent a good faith claim, the PPA mandates payment to a contractor when the contractor performs in accordance with the provisions of the contract.
6. The PPA provides for an award of interest on payments not timely made; the right to seek penalties in the amount of 1% per month; costs; and reasonable attorney fee for violations of the Act. In determining whether a penalty or reasonable attorneys' fees should be awarded, a court must inquire into whether monies were withheld in bad faith.
7. Plaintiff, E.R. Stuebner, Inc. (ERS), signed a construction contract with West Chester Area School District ("WCASD") to perform renovations at a school. Plaintiff was the prime General Contractor and Project Coordinator; there were 4 other prime contractors. WCASD terminated Plaintiff "for cause", based chiefly on delays in producing and maintaining a construction schedule, failures that WCASD maintained were Plaintiff's sole responsibility. The court found none of ERS's work had been rejected as defective and ERS encountered several challenges and delays caused by others, including: a broken sanitary sewer line discharging raw sewage; WCASD changed the method of asbestos removal and the location of the HVAC unit; lead paint was discovered; an existing structural steel column, which was to be incorporated into the renovation, was significantly different than what had been represented; installation of new columns could not be installed as planned and designed; failures of several other prime contractors

to timely complete their scope of work; and the architect's failure to coordinate its design documents resulted in contract documents that included several errors. The Court found ERS was not responsible for the timing of the submission of the Contractors' Construction Schedule and that was not a valid reason for termination. Further, the electrical contractor, not ERS, prevented the Contractors' Construction Schedule from being submitted on time. The court also found the plumbing contractor placed defective concrete, yet was not terminated and WCASD failed to give ERS the opportunity to perform any corrective measures, as provided for in the contract. The court found WCASD knew its asserted reasons for termination were unfounded. Because WCASD refused for months to pay Plaintiff for work done, even though certified by the Architect, and WCASD's representative refused to meet and discuss the matter, the court determined WCASD engaged in arbitrary and vexatious conduct and awarded interest, penalties and attorneys' fees to ERS pursuant to the Prompt Payment Act. ERS sought to recover both direct and consequential damages. The court found there was sufficient evidence presented which identified the existence of lost profits on the part of ERS. The court found for ERS and against WCASD for damages approximating 1.8 million dollars plus interest and attorney's fees.

R.E.M.

C.C.P., Chester County, Pennsylvania, Civil Action No. 2019-04098-CT; E.R. Stuebner, Inc. v. West Chester Area School District

Francis A. Camarota, Matthew K. Myer and Timothy J. Woolford for Plaintiff

Nancy J. Glidden and James C. Dalton for Defendant
Tunnell, J., November 4, 2021:-

E.R. STUEBNER, INC.
Plaintiff,

IN THE COURT OF COMMON PLEAS
OF CHESTER COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

v.

No. 2019-04098-CT

WEST CHESTER AREA
SCHOOL DISTRICT
Defendant.

DECISION

Plaintiff, E.R. Stuebner, Inc., signed a construction contract to perform renovations at the East Goshen Elementary School with defendant, the West Chester Area School District (“WCASD”). The contract award amount was \$7,437,000. Plaintiff was the prime General Contractor and Project Coordinator. There were four (4) other prime contractors.

On March 26, 2019, WCASD terminated Plaintiff “for cause”, based chiefly on delays in producing and maintaining a construction schedule. WCASD maintained that these failures were Plaintiff’s sole responsibility. The court finds this not to be so and that WCASD knew its asserted reasons were unfounded.

Moreover, because WCASD refused for months to pay Plaintiff for work done, even though certified by the Architect, and its representative on the job refused to meet and discuss the matter, the court, in the sound exercise of its discretion and after a two-week bench trial, determines WCASD engaged in arbitrary and vexatious conduct and awards interest, penalties and attorneys’ fees to Plaintiff, E.R. Stuebner, Inc., pursuant to the Prompt Payment Act.

The court makes the following:

FINDINGS OF FACT

I. The Contracted Project

1. On April 25, 2018, WCASD entered into a contract with E.R. Stuebner, Inc. (“ERS”) (the “Contract”) for the renovations and additions to East Goshen Elementary School (the “School”).

2. The work involved the construction of an approximately 22,798 square foot two-story addition to the School comprised of 16 classrooms, a storage room, and a mechanical room. Also included in the scope of work were renovations to the existing school building (the “Project”).

3. The Contract amount was \$7,437,000.
4. WCASD previously contracted with Blackney Hayes Architects (“BHA”) in August, 2016 to serve as the Architect for the Project. BHA was tasked with preparing plans and specifications for the Project.
5. The Contract identified Kevin Campbell, Director of Facilities and Operations for WCASD, to serve as WCASD’s representative for the Project.
6. In addition to ERS, WCASD retained four (4) other prime contractors for the following scopes of work: Clinger Electric as the Electrical Contractor, JR Reynolds as the Plumbing Contractor, JBM Mechanical as the HVAC Contractor and Sargent Enterprises as the Asbestos Abatement Contractor.
7. WCASD entered into separate contracts with each contractor for work at the Project.
8. ERS was not a party to any of the other prime contracts.
9. The terms and conditions of each of the five (5) prime contracts were identical, differing only as to scope of work and price.
10. The Contract included numerous documents, which together constituted the “Contract Documents.”
11. The plans and specifications for the Project, as well as the general conditions, were contained therein.
12. The Contract stated that construction would commence on June 20, 2018, and that Substantial Completion was to be achieved by August 15, 2020.
13. Work under the Contract was to be performed in five (5) phases.
14. Each of the five (5) phases required work in multiple areas of the building; these areas were assigned letters A–E.
15. Each phase had its own Substantial Completion date.
16. The start date, finish date and the duration for each of the five (5) phases, as well as the entire Project, were identified in the Contract as follows:

Phase start/finish dates and durations			
Phase No.	Start Date	Finish Date	Duration (calendar days)
1A	June 20, 2018	August 15, 2018	56
1B	August 15, 2018	May 15, 2019	273
2A	June 20, 2019	August 15, 2019	56
2B	August 15, 2019	May 15, 2020	274
3	June 20, 2020	August 15, 2020	56
Project	June 20, 2018	August 15, 2020	787

17. Other than the Substantial Completion Dates for the above phases, the Contract did not define any other dates or deadlines that the prime contractors were required to meet.

II. Termination of the Contract

18. WCASD first met to consider terminating ERS's Contract on January 28, 2019.
19. A draft termination letter was produced and circulated on February 27, 2019.
20. ERS was never informed at that time that WCASD was considering terminating the Contract.
21. WCASD transmitted a letter to ERS on March 26, 2019 signed by Kevin Campbell terminating ERS's Contract. ("the Termination Letter")
22. According to the Termination Letter, WCASD terminated ERS for cause pursuant to Article 14.2.1 of the Contract.
23. The Contract permitted "for cause" termination as follows:

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials; materials, or to increase working hours, or to increase the number of working days per week in order to keep up with the Contractors' Construction Schedule;
 2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 4. otherwise is guilty of substantial breach of a provision of the Contract Documents. Documents:
 5. if the Contractor is adjudged bankrupt or files for bankruptcy or credit protection under the laws of this United States. Contractor shall provide Owner thirty (30) days written notice before filing.
24. According to WCASD, the following grounds justified termination:
- Failure to provide a submittal schedule within 15 days of receiving the executed Contract
 - Failure to submit a schedule within 45 days of Contract award
 - Failure to increase manpower and working hours to meet "deadlines"
 - Failure to properly update the schedule
 - Failure to meet Phase 1A and Phase 1B deadlines
 - Performing the following work that was "defective":
 - o Items listed on the Phase 1A punchlist
 - o Installing concrete infills in Phase 1A that did not achieve

3,500 psi compressive strength

- o Installing concrete on the 2nd floor that exceeded 3,500 psi
- o Portions of concrete slabs installed on 2nd floor that needed leveling

25. Prior to termination, neither WCASD nor BHA analyzed the Project schedule to determine the cause of any delays.

26. None of ERS's work had been rejected as "defective."

III. Purported Grounds for Termination

A. Submittal Schedule Within 15 Days

27. The Termination Letter first alleged that ERS breached the Contract by failing to submit a schedule within fifteen (15) days of the Notice to Proceed as required in the Contract at Section 310.2.

28. WCASD's Architect held a pre-construction meeting on May 4, 2018. Representatives of each of the five (5) prime contractors attended the meeting.

29. The written minutes from that meeting – which were prepared by the Architect – reiterate that a submittal schedule was due fifteen (15) days from the issuance of the Notice to Proceed.

30. The Notice to Proceed was issued on May 17, 2018; a submittal schedule was thus due by June 1, 2018.

31. On May 25, 2018, eight (8) days following the Notice to Proceed, ERS provided its submittal schedule to the Architect.

32. Neither WCASD or the Architect (or anyone else) informed ERS that the submittal schedule was insufficient in any manner, untimely or failed to comply with the Contract's requirements.

33. As of June 6, 2018, ERS was the only prime contractor to have provided a submittal schedule.

B. Submittal Schedule within 45 Days

34. The Termination Letter also alleged that ERS breached the Contract by failing to submit a construction schedule within forty-five (45) days of Contract Award, which was April 25, 2018.

35. The detailed process and the requirements for preparation of the construction schedule are set forth in the Contract at Section 3.10 entitled "Construction Progress Schedule."

36. Pursuant to Section 3.10.1. of the Contract, each prime contractor was to provide a list of its work activities and the durations for each to ERS within twenty-one

(21) days of Contract Award.

37. As the Project Coordinator, ERS then was to incorporate the other prime contractor activities into a baseline schedule (the “Contractors’ Construction Schedule”), to be submitted to WCASD and the Architect within forty-five (45) days of Contract Award date, in accordance with Section 3.10.1.2.

38. The Contractors’ Construction Schedule was to break out activities both by phase and area.

39. The maximum duration for any activity was ten (10) days.

40. The Contract required ERS to employ a professional scheduler with offices located within fifty (50) miles of the job site. ERS engaged Trauner Consulting Services, a professional scheduling firm in Philadelphia.

41. The Contract stated that requests for payments by the prime contractors would not be processed or paid until the Contractors’ Construction Schedule was (1) in place and (2) approved by WCASD and the Architect.

42. The Contract also required the prime contractors to periodically update the Contractors’ Construction Schedule.

43. Requests for payment would not be processed until schedule updates had been submitted.

44. As required, ERS requested each prime contractor to provide ERS with its activities, broken out by phase and area.

45. As of May 29, 2018, none of the other prime contractors had provided scheduling information to ERS.

46. ERS did not receive the required information from the electrical contractor (EC), William H. Clinger Corporation (“Clinger”).

47. Sargent Enterprises, the asbestos contractor, was unable or failed to provide information to ERS in a timely manner.

48. Three (3) payment applications were submitted by ERS. Each was reviewed by the Architect and the Architect certified each of them, affixing the following statement next to the signatures:

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect’s knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

49. Payments under the Contract were due thirty (30) days following submission of the request for payment.

50. WCASD nonetheless withheld three (3) payments from ERS in the total

amount of \$1,103,437.64 for the months of July, August and September 2018 because ERS had not provided a Contractors' Construction Schedule.

51. WCASD knew that the electrical contractor, Clinger, had not provided ERS with the required scheduling information.

52. ERS requested that WCASD invoke its contractual mechanisms to compel Clinger's compliance with its scheduling obligations.

53. In response, WCASD advised ERS that it would not be paid until it presented a schedule signed and accepted by all prime contractors.

54. WCASD did not withhold payment from any other prime contractors in 2018.

55. WCASD paid Clinger, in most instances, a short time after it submitted a request for payment.

56. WCASD blamed ERS for the scheduling issues and joked internally about how ERS must be "hurting for money."

57. When ERS requested a meeting with WCASD's representative, Kevin Campbell, to discuss the schedule challenges and payment, the latter refused to meet.

58. Campbell told ERS to file legal papers to which WCASD's attorneys would respond and said that he considered ERS's inquiries "harassment."

59. In an effort to move forward, ERS's scheduling consultant, Trauner, repeatedly prepared and circulated draft schedules that accounted for the electrical activities.

60. The schedules included assumptions and durations that were appropriate given the other work that needed to be completed by phase and area within the time allotted.

61. On October 26, 2018, Clinger finally submitted its schedule and apologized for its previous delays.

62. ERS thereafter provided the Contractors' Construction Schedule to which all prime contractors had agreed to WCASD and requested that WCASD release the withheld payments.

63. WCASD refused to release payment.

64. Instead, WCASD's Capital Projects Manager, Mark Groves, added dozens of discrete activities to the schedule, insisted that his additions be incorporated into the schedule and demanded a revised schedule be resubmitted to WCASD for additional review.

65. In response, ERS requested that the other prime contractors promptly review WCASD's changes to the schedule.

66. On December 17, 2018, ERS submitted a revised Contractors' Construction Schedule signed by each prime contractor and incorporating WCASD's changes to WCASD.

67. Almost a month later, on January 8, 2019, WCSD notified ERS that the Contractors' Construction Schedule was unacceptable.

68. By this point, construction work had been ongoing at the Project for seven (7) months.

69. ERS again undertook to update the schedule. It circulated updates in mid-

February 2019 and mid-March 2019 to the other primes prior to its termination.

C. Phase 1A Deadlines and Additional Delays

70. WCASD's Termination Letter also alleged that ERS failed to meet Phase 1A deadlines.

71. The Contract defines Substantial Completion as the "stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy in an acceptable condition or utilize the Work for its intended use."

72. After entering into the Contract, WCASD changed the method by which asbestos in Area C – which was part of Phase 1A – would be removed.

73. The Contract originally called for removal of the asbestos in Area C via non-friable chemical or dry-ice means.

74. WCASD later believed that the planned chemical means of removal might not remove all of the asbestos in the tile mastic (adhesive).

75. WCASD then changed the method of asbestos removal of the floor tile mastic in Area C to shotblasting.

76. The shotblasting process makes the asbestos friable and therefore requires critical barriers, also known as full containment, to be put in place.

77. This change in process was not disclosed to ERS or any other contractors before they submitted bids to perform the work. They were unaware that Area C would be shut down to all work while asbestos was removed.

78. The abatement contractor was not permitted by law to start asbestos removal until June 25, 2018, at the earliest.

79. Because of the change to shotblasting, most of Area C was completely blocked off (full containment) between June 29 and July 11, 2018.

80. During those two (2) weeks, no work could be performed by anyone other than the asbestos contractor, Sargent.

81. Specifically, J.R. Reynolds, the plumbing contractor, had to wait to begin in its scope of work, which included demolishing concrete floors in the corridor and bathroom areas to make way for extensive underslab sanitary waste piping.

82. Although anticipated to be completed by July 24, 2018, this work was not completed until August 1, 2018.

83. Only then could ERS finally begin building interior walls to partition the spaces into separate rooms and bathrooms.

84. On August 2, 2018, less than two (2) weeks before the scheduled Substantial Completion date, lead paint was discovered on several steel beams in Area C.

85. This caused additional delay.

86. The original design called for new structural steel to be hot welded to existing steel beams in order to support a rooftop air conditioning and heating unit.

87. WCASD and the Architect decided on August 2, 2018 that the new steel supports could not be attached to the contaminated beams because doing so would vaporize the lead paint, render it airborne and create a serious health and safety violation.

88. The Architect and WCASD chose to move the HVAC unit to another location in Area C along with the steel supports.

89. This design change required removal of the HVAC piping and ductwork and electrical wiring that had been installed in accordance with the original design and reinstallation in the new location.

90. WCASD issued change orders to its electrical and mechanical contractors reflecting the additional cost for the redesign.

91. The HVAC system was not moved to the new location until August 16, 2018. It began functioning on August 26, 2018, which was after the August 15, 2018 Substantial Completion Date for Phase 1A.

92. Toward the middle to end of August 2018, WCASD's representatives complained that two (2) components, a CMU block and the ceiling grid, for which ERS was responsible, were behind schedule.

93. ERS, however, could not install interior CMU walls until the plumbing contractor reinstalled the concrete floor. This occurred on August 1, 2018.

94. ERS could not complete the install of the suspended ceiling grid and ceiling tiles until WCASD's electrical, plumbing and mechanical contractors installed their piping, wiring, ductwork and equipment above the ceiling.

95. As of August 25, 2018, the ceiling work by the other contractors was still not complete.

96. ERS encountered other conditions that resulted in delays to its work.

97. Part of ERS's work in Phase 1A involved demolishing an existing classroom wing in Area B and installing two large steel columns – both of which were approximately 30 feet high – to support a new two-story addition.

98. As ERS was demolishing the existing classroom wing, it discovered that the existing structural steel column, which was to be incorporated into the new section, was significantly different than what was shown on the Contract Drawings.

99. ERS immediately notified WCASD and the Architect of the discovery.

100. The Architect and its structural engineer inspected the condition and subsequently issued – and then revised – several engineering sketches.

101. Demolition in the area of the Gym Lobby and the portion of the existing classroom wing adjacent thereto had to be halted while the Architect and its structural engineering consultant revised the design.

102. Absent instruction from WCASD and its Architect on how to address the condition, ERS installed temporary support columns on October 3, 2018.

103. With the temporary support columns installed, ERS resumed demolition in the same vicinity.

104. The issue was not resolved until June 2019, after ERS had been terminated.

105. ERS encountered several other challenges and delays. It later uncovered a broken sanitary sewer line that was discharging raw sewage into the excavation area for the new two-story section.

106. Once again, an unanticipated issue had to be resolved by the Architect and the civil engineering consultant.

107. Repairs of the sewer line were completed by the plumbing contractor on October 10, 2018. Only then could work continue on the foundation.

108. During installation of new columns and footings for the addition, ERS realized that the columns could not be installed as planned and designed because they would hit existing steel structures that were to remain in place.

109. ERS again had to notify the Architect and await instructions on moving or modifying the columns, both of which were approximately 30 feet in height.

110. The Architect did not provide all of the information necessary to enable ERS to fabricate, deliver and install the columns (and the footings for the columns) at the new locations until December 19, 2018. At that point, ERS could then order the columns.

111. WCASD, however, would not allow ERS to install the columns until President's Day weekend in February, 2019. It advised ERS that it could not crane them into place while school was in session.

112. After the columns were installed, ERS then proceeded with work on the second-floor addition to the Gym Lobby.

113. The drawings called for the installation of a concrete pour stop and brick support angle for this particular work. The pour stop, an angled piece of steel around the perimeter of the concrete floor used to contain concrete poured on top of metal decking, would constitute the subfloor of the second-floor addition above the Gym Lobby in Area B.

114. The location of the concrete pour stop and brick support angle as designed by the Architect did not line up with the exterior wall.

115. ERS brought this issue to WCASD and Architect's attention on March 1, 2019.

116. This design issue prevented ERS from completing the concrete slab on deck for the second-floor addition, completing the exterior CMU wall installation, installing the exterior brick, completing the roof for the new addition, drying in the building and performing all the interior work that followed.

117. The Architect issued revised instructions to modify the pour stop and the brick support angle at this location, but it did not authorize ERS to proceed with this work until March 22, 2019, just four days before WCASD terminated ERS's Contract for alleged delays.

TABLE OF CONTENTS
LEGAL NOTICES

Orphans' Court Audit List (1st Publication of 2) 2

Change of Name Notice 4

Corporation Notice 4

Dissolution Notice 4

Estate Notices 1st Publication 5

Estate Notices 2nd Publication 6

Estate Notices 3rd Publication 8

Fictitious Name Notice 9

Nonprofit Corporation Notice 10

Trust Notice 2nd Publication of 3 10

Notice (Easttown Twp) 2nd Publication of 3 10

Notice (Twp of Caln) 2nd Publication of 3 10

Notice (W Bradford Twp) 2nd Publication of 3 11

Notice (Borough of Phoenixville) 2nd Publication of 3 11

Notice (Twp of Valley) 2nd Publication of 3 11

Trust Notice (1st Publication of 3) 11

Trust Notice (1st Publication of 3) 12

Notice 12

Notice 12

CLERK OF THE ORPHANS' COURT
DIVISION OF THE COURT OF COMMON PLEAS
CHESTER COUNTY, PENNSYLVANIA

AUDIT LIST

ACCOUNTS LISTED FOR AUDIT ON

WEDNESDAY, MARCH 2, 2022

Courtroom 18 at 9:00 A.M. PREVAILING TIME

THE HONORABLE KATHERINE B. L. PLATT

ESTATE OF ROBERT JAMES OCH, DECEASED 1518-1748
A/K/A JAMES OCH
FIRST AND FINAL ACCOUNT
OF: BARBARA ZIPPI-OCH, EXECUTOR
ATTORNEY(S):
JOHN J. DEL CASALE, ESQUIRE

ESTATE OF SETH ALEXANDER VANDEN EEDEN, DECEASED 1513-0647
FIRST AND FINAL ACCOUNT
OF: THOMAS U. GATLING, ADMINISTRATOR
ATTORNEY(S):
STEPHEN DOWLING POTTS, ESQUIRE

DEFERRED ACCOUNTS

ESTATE OF JEFFREY B. ERVIN, DECEASED 1518-1987
A/K/A JEFFREY BRUCE ERVIN
FIRST AND FINAL ACCOUNT
OF: CAROL L. CAROLAN, ADMINISTRATOR
JAMES STEVEN BAINBRIDGE, ESQUIRE

ESTATE OF MILTON APFELBAUM, DECEASED 1594-0529
FIRST ACCOUNT FOR THE TRUST ESTABLISHED UNDER THE WILL
OF: PNC BANK, NATIONAL ASSOCIATION, TRUSTEE
KAREN M. STOCKMAL, ESQUIRE

ESTATE OF SALLY B. MEHRETEAB, DECEASED 1520-0053
FIRST AND FINAL ACCOUNT
OF: LISA COMBER HALL, EXECUTOR
ATTORNEY(S):
LISA COMBER HALL, ESQUIRE

ESTATE OF CRAIG P. ROSS, DECEASED
FIRST AND FINAL ACCOUNTING
OF: MARY MACCARIO, ADMINISTRATOR
ROBERT A. COHEN, ESQUIRE

1520-0572

NOTICES

Please note: All legal notices must be submitted in typewritten form and are published exactly as submitted by the advertiser unless otherwise specified. Neither the Law Reporter nor the printer will assume any responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes in content. The use of the word "solicitor" in the advertisements is taken verbatim from the advertiser's copy and the Law Reporter makes no representation or warranty as to whether the individual or organization listed as solicitor is an attorney or otherwise licensed to practice law. The Law Reporter makes no endorsement of any advertiser in this publication nor is any guarantee given to quality of services offered.

**CHANGE OF NAME NOTICE
IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA**

CIVIL ACTION

LAW NO. 2022-00631-NC

NOTICE IS HEREBY GIVEN that the name change petition of Shanelle Anette Ford was filed in the above-named court and will be heard on Monday, May 2, 2022mat 2:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.
Date of filing the Petition: Friday, January 28, 2022
Name to be changed from: Shanelle Anette Ford to: Shanelle Ford Bowers
Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

**CHANGE OF NAME NOTICE
IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA**

CIVIL ACTION

LAW NO. 2022-00836-NC

NOTICE IS HEREBY GIVEN that the name change petition of Randi Jan Strongin was filed in the above-named court and will be heard on Monday, May 9, 2022 at 2:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.
Date of filing the Petition: Friday, February 4, 2022
Name to be changed from: Randi Jan Strongin to: Randi Jan Strong
Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

CHANGE OF NAME NOTICE

**IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA
CIVIL ACTION**

LAW NO. 2022-00763-NC

NOTICE IS HEREBY GIVEN that the name change petition of Chia Hui Chang on behalf of minor child Yan-An Lin was filed in the above-named court and will be heard on Monday, March 28, 2022 at 2:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.
Date of filing the Petition: Tuesday, February 1, 2022
Name to be changed from: Yan-An Lin to: Ian Yan-An Lin
Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

CORPORATION NOTICE

JKF SERVICES CORP., a corporation organized under the laws of the state of Delaware, has applied for registration in Pennsylvania under the provisions of Chapter 4 of the Associations Code.
The address of its principal office under the laws of the jurisdiction of formation is 1209 Orange St., Wilmington, DE 19801 and the address of its proposed registered office in this Commonwealth is 206 N. Jennersville Rd., Ste. 204, West Grove, PA 19390.
Eugene Steger & Associates PC
411 Old Baltimore Pike
Suite 101
Chadds Ford, PA 19317

DISSOLUTION NOTICE

NOTICE IS HEREBY GIVEN THAT the Board of Directors of the HEALING ART WORKS, INC., A PA nonprofit corp., with a principal place of business at 210 Ravenwood Rd., Exton, PA 19341, has approved a proposal that the corp. voluntarily dissolve, and that the Board of Directors is now engaged in winding up and settling the affairs of the corp. under the provisions of Section 5975 of the PA Nonprofit Corp. Law of 1988, as amended. APRIL L. CHARLESTON, Solicitor, THE CHARLESTON FIRM, 60 W. Boot Rd., Ste. 201, West Chester, PA 19380

ESTATE NOTICES

Letters Testamentary or of Administration having been granted in the following Estates, all persons having claims or demands against the estate of the said decedents are requested to make known the same and all persons indebted to the said decedents are requested to make payment without delay to the respective executors, administrators, or counsel.

1st Publication

BRITAIN, Delores C., late of Phoenixville. Bonnie L. Warren, 243 Third Avenue, Phoenixville, PA 19460, Executor. SUZANNE BENDER, Esquire, 216 Bridge Street, Phoenixville, PA 19460, atty.

CIARROCCHI, Albert F., late of Penn Township. Barry A. Ciarrocchi, care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executor. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

CLARKE, Barbara M., late of East Goshen Township. John A. Clarke and Christopher J. Clarke, care of PAUL C. HEINTZ, Esquire, 1500 Market St., Ste. 3400, Philadelphia, PA 19102-2101, Executors. PAUL C. HEINTZ, Esquire, Obermayer Rebmann Maxwell & Hippel LLP, 1500 Market St., Ste. 3400, Philadelphia, PA 19102-2101, atty.

COURTNEY, Colin James, late of Kennett Township. Charlotte Stilwell, care of CLARE MILLINER, Esquire, 213 E. State Street, Kennett Square, PA 19348, Administratrix. CLARE MILLINER, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

DAGHIR, Ursula, late of Pennsylvania Township. John Nejm Daghir, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

DAVIS, Carolyn R., late of Honey Brook Township. Mallory R. Davis, care of BARRY S. RABIN, Esquire, 797 E. Lancaster Avenue, Suite 13, Downingtown, PA 19335, Personal Representative. BARRY S. RABIN, Esquire, The Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue, Suite 13, Downingtown, PA 19335, atty.

DeBERARDINIS, Gilda P., late of Kennett Township. Martin DeBerardinis Jr., care of EDWARD M. FOLEY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executor. EDWARD M. FOLEY, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E.

State Street, Kennett Square, PA 19348, atty.

DIXON, Richard R., late of East Goshen Township. Denise D. Lauber, care of LOUIS N. TETI, Esquire, P.O. Box 660, West Chester, PA 19381-0660, Executrix. LOUIS N. TETI, Esquire, MacElree Harvey, LTD., P.O. Box 660, West Chester, PA 19381-0660, atty.

DROESCHER, Anne D., late of East Marlborough Township. Elizabeth D. Swartz, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executrix. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

FLYNN, SR., Martin F., a/k/a Martin Francis Flynn, Sr., and Martin F. Flynn, late of Valley Township. Gerald T. Flynn, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Executor. JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

HINRICHS, Kyle Stephen, late of South Coventry Township. Sharon Hinrichs, 111 Lindley Lane, Pottstown, PA 19465, Administrator.

HOAK, Vera E., late of Coatesville. Daniel L. Hoak, care of DOUGLAS W. OLSHIN, Esquire, 442 North High Street, West Chester, PA 19380, Executor. DOUGLAS W. OLSHIN, Esquire, 442 North High Street, West Chester, PA 19380, atty.

JOHNSON, Charles L., late of Caln Township. Nancy J. Johnson, care of W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, Administrator. W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, atty.

MAZZOLI, George Albert, late of West Whiteland Township. David Albert Mazzoli, care of RAYMOND J. FALZONE, JR., Esquire, 22 East Third Street, Media, PA 19063, Administrator. RAYMOND J. FALZONE, JR., Esquire, Falzone & Wyler LLC, 22 East Third Street, Media, PA 19063, atty.

MORETZSOHN, David Keddy, a/k/a David K. Moretzsohn, late of Uwchlan Township. Emma Christine Moretzsohn, care of LISA A. SHEARMAN, Esquire, P.O. Box 1479, Lansdale, PA 19446-0773, Executrix. LISA A. SHEARMAN, Esquire, Hamburg, Rubin, Mullin, Maxwell & Lupin, PC, P.O. Box 1479, Lansdale, PA 19446-0773, atty.

REITER, William C., late of East Bradford Township. Janet L. Reiter, care of DAVID M. FREES, III, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executor. DAVID M. FREES, III, Esquire,

Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

ROMERO, Theresa R., late of Phoenixville Borough. Laura A. Swain, 606 Onward Ave., Phoenixville, PA 19460, Executrix. REBECCA A. HOBBS, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 E. High St., Pottstown, PA 19460, atty.

SCHENK, Richard Robert, a/k/a Richard R. Schenk, late of West Sadsbury Township. Elisa Nickel, care of SEAMUS M. LAVIN, Esquire, 122 S. Church St., West Chester, PA 19382, Executrix. SEAMUS M. LAVIN, Esquire, Wetzel Gagliardi Fetter & Lavin LLC, 122 S. Church St., West Chester, PA 19382, atty.

TUTTLE, Mary Anne B., late of West Whiteland Township. Susan Hingley, 7 Rose Ln., West Chester, PA 19380, Executrix. JENNIFER FELD, Esquire, 312 Huntington Court, West Chester, PA 19380, atty.

WAEGEL, William B., late of Pocopson Township. Alex Waege, care of JOSEPH A. BELLINGHIERI, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. JOSEPH A. BELLINGHIERI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

YATES, Kimberly Lynn, late of Kennett Square Borough. Michelle Y. Reckert, care of JOSEPH A. BELLINGHIERI, Esquire, 17 W. Miner St., West Chester, PA 19382, Executrix. JOSEPH A. BELLINGHIERI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

ZUNINO, Margaret A., late of West Grove. Robert C. Zunino & Joanne M. Marvel, care of REBECCA M. YOUNG, Esquire, 119 East Main Street, Macungie, PA 18062, Executors. REBECCA M. YOUNG, Esquire, Young & Young, 119 East Main Street, Macungie, PA 18062, atty.

2nd Publication

ALFT, Elmer Charles, late of Penn Township. Michael Wilson Alft and Susan Q. Adams Stanchak, care of EDWARD M. FOLEY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executors. EDWARD M. FOLEY, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

ARTER, SR., Harvey F., late of Oxford Borough. Harvey F. Arter, Jr., 4040 Blue Ball Road, Elkton, MD 21921, Executor. D. SCOTT BONEBRAKE, Esquire, Noel and Bonebrake, 25 E. Second Street, Media, PA 19063, atty.

BAKER, Peter B., late of Pennsbury Township.

Bartley P. Baker, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

BELL, JR., Thomas E., late of East Marlborough Township. Jeffrey Bell, care of JOSEPH A. BELLINGHIERI, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. JOSEPH A. BELLINGHIERI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

BENZEL, Ann S., a/k/a Ann Winslow Shelnett Benzel, late of Kennett Township. Charles F. Benzel, III, care of JOSEPH A. BELLINGHIERI, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. JOSEPH A. BELLINGHIERI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

BLITZ, Bruce R., late of Tredyffrin Township. Shelley Powell, 805 Maple Glen Lane, Wayne, PA 19087, Executor. BARRY J. GOLDSTEIN, Esquire, 233 Country Gate, Wayne, PA 19087, atty.

BURGESS, Gloria G., late of Willistown Township. Anita Burgess-Kulp, care of ANYLISE C. CROUTHAMEL, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executor. ANYLISE C. CROUTHAMEL, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

CASHWELL, Vivian F., a/k/a Mary F. Cashwell, Vivian Franks Cashwell, late of Oxford. Administrator, care of John Cashwell, Esquire, 18 Jason Dr., Oxford, PA 19363, Executor. MARIA FEENEY, Esquire, 555A Schoolhouse Rd., Kennett Square, PA 19348, atty.

CHEYNE, Nancy L., late of Valley Township. Donna L. Martin, 20 Lehigh Dr., Coatesville, PA 19320, Executor. GERDON W. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

COSGRIFF, Richard L., late of Sadsbury Township. Erika R Clark, 40 Granite Drive, East Earl, PA 17519, Executor. G. ELIAS GANIM, Esquire, McLaughlin Ganim, Ltd., P.O. Box 494, PA 19301, atty.

CRAWFORD, John Paul, late of Malvern. Michele Zurowski, care of BRIAN McDEVITT, Esquire, 940 West Valley Road Suite 1601, Wayne, PA 19087, Executor. BRIAN McDEVITT, Esquire, McDevitt Law Office LLC, 940 West Valley Road Suite 1601, Wayne, PA 19087, atty.

CURTIN, Anne G., late of Pennsbury Township. Christopher C. Curtin, care of L. PETER TEMPLE,

Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

DEISHER, JR., John C., late of Pottstown. Kurt B. Deisher, care of ANDREW J. BELLWOAR, Esquire, 126 West Miner Street, West Chester, PA 19382, Executor. ANDREW J. BELLWOAR, Esquire, Bellwoar Kelly LLP, 126 West Miner Street, West Chester, PA 19382, atty.

EAVENSON, JR., Norman R., late of West Chester. Lawrence M. Otter, Esquire, care of KARYN L. SEACE, Esquire, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, Executor. KARYN L. SEACE, Esquire, Nescio & Seace. LLP, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, atty.

ENGLEMAN, Harold G., late of Pennsbury Township. Kurt H. Engleman, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

FINKELSTEIN, Suzette C., late of Pennsbury Township. Ruth Finkelstein, care of EMILY TEMPLE ABELS, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executrix. EMILY TEMPLE ABELS, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

GEORGE, Jane T., late of Exton. Michael Croft, Executor.

GORESKI, Michael J., late of Phoenixville. Linda Goreski & Anthony Goreski, 8 Lawrence Rd., Audubon, PA 19403, Administrators. James L. Hollinger, Esquire, atty.

GUERIN, Mary Eileen, a/k/a M. Eileen Guerin, late of Willistown Township. David J. E. Guerin, care of CAROL R. LIVINGOOD, Esquire, 130 W. Lancaster Ave., P.O. Box 191, Wayne, PA 19097-0191, Executor. CAROL R. LIVINGOOD, Esquire, Davis Bennett Spiess & Livingood LLC, 130 W. Lancaster Ave., P.O. Box 191, Wayne, PA 19097-0191, atty.

HARTENSTINE, Robert W., late of Spring City Borough. Sharon Starke, care of ALLAN B. GREENWOOD, Esquire, 941 Pottstown Pike, Suite 200, Chester Springs, PA 19425, Executrix. ALLAN B. GREENWOOD, Esquire, Siana Law, 941 Pottstown Pike, Suite 200, Chester Springs, PA 19425, atty.

HELDT, Patricia Brennan, late of Birmingham Township. Mary Brennan Hain and Helen Brennan Anderson, care of SUZANNE M. HECHT, Esquire,

Two Villanova Center, 795 E. Lancaster Ave., Ste. 280, Villanova, PA 19085, Executrices. SUZANNE M. HECHT, Esquire, Haney & Hecht, Two Villanova Center, 795 E. Lancaster Ave., Ste. 280, Villanova, PA 19085, atty.

KALBAC, Florence Mary, late of West Chester. James Kalbac, 2042 Garden Drive, Forest Hill, MD 21050, Executor.

MALANIK, Martha M., late of Thornbury Township. Colleen DeFelice, care of ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executor. ANDREW H. DOHAN, Esquire, Lentz, Cantor & Massey, LTD., 460 E. King Road, Malvern, PA 19355-3049, atty.

PITETTI, Vincent A., late of Willistown Township. Joyce Pitetti, care of JILL R. FOWLER, Esquire, 101001 Conshohocken State Rd., Ste. 1-300, West Conshohocken, PA 19428, Executrix. JILL R. FOWLER, Esquire, Heckscher, Teillon, Terrill & Sager, P.C., 101001 Conshohocken State Rd., Ste. 1-300, West Conshohocken, PA 19428, atty.

SCALI, Richard B., late of Kennett Square. Mary Jane Scali, 463 Mimosa Circle, Kennett Square, PA 19348 & Michael J. Scali, 3 Marlboro Woods Lane, Kennett Square, PA 19348, Executor. PETER S. GORDON, Esquire, Gordon, Fournaris & Mammarella, P.A., 1925 Lovering Avenue, Wilmington, DE 19806, atty.

SMITH, Robert W., a/k/a Robert William Smith, late of Nottingham. Collin Olie, care of MARK J. McCARRISTON, Esquire, 177 Maple Shade Road, Christiana, PA 17509, Executor. MARK J. McCARRISTON, Esquire, 177 Maple Shade Road, Christiana, PA 17509, atty.

SNELL, JR., William R., late of West Brandywine Township. Stephen R. Snell, care of GUY F. MATTHEWS, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Executor. GUY F. MATTHEWS, Esquire, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, P.C., 300 W. State St., Ste. 300, Media, PA 19063, atty.

STONE, JoAnn, a/k/a JoAnn H. Stone, late of Valley Township. Maureen Mulloney, 153 Pinkertown Rd, Coatesville, PA 19320 & Dalton Mulloney, 840 Lenape Rd, West Chester, PA 19382, Executors. CAROLE HENDRICK, Esquire, 3927 Mill Road, Collegetown, PA 19426, atty.

SWANN, Dorothy Bernadette, a/k/a Kreno, Russer, late of Phoenixville. Stephanie Myers, 325 Egypt Road, Mont Clare, PA 19453, Executrix.

TRIMBLE, Doris S., late of Penn Township. Wil-

liam S. Young, 206 Turnbridge Court, Avondale, PA 19311, Executor. SCUDDER G. STEVENS, Esquire, Lyons Dougherty, LLC, 6 Ponds Edge Dr., Ste. 1, Chadds Ford, PA 19317, atty.

WHITE, Kathleen, late of Valley Township. Kathleen White, care of CAROLYN M. MARCHESANI, Esquire, PO Box 444, Pottstown, PA 19464, Executrix. CAROLYN M. MARCHESANI, Esquire, Wolf, Baldwin, & Associates, PO Box 444, Pottstown, PA 19464, atty.

ZIMMERMAN, Harry B., late of Honey Brook Township. Mark B. Zimmerman, 1001 East Oregon Road, Lititz, PA 17543, Executor. J. ELVIN KRAYBILL, Esquire, Gibbel Kraybill & Hess LLP, 2933 Lititz Pike, PO Box 5349, Lancaster, PA 17606, atty.

3rd Publication

ALBERTSON-BROWN, Edith M., late of West Bradford. Wendy L. Paulson-Warmijak, care of LISA COMBER HALL, Esquire, 27 S Darlington St., West Chester, PA 19382, Administratrix. LISA COMBER HALL, Esquire, Hall Law Offices, PC, 27 S Darlington St., West Chester, PA 19382, atty.

ASHENFELTER, Carolyn A., late of West Brandywine Township. Mark David Ashenfelter, care of BARRY RABIN, Esquire, 797 E. Lancaster Avenue, Suite 13, Downingtown, PA 19335, Personal Representative. BARRY RABIN, Esquire, The Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue, Suite 13, Downingtown, PA 19335, atty.

AVELLO, SR., Enrico H., late of Kennett Township. Enrico H. Avello, Jr., care of WILLIAM J. GALLAGHER, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. WILLIAM J. GALLAGHER, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

BETTS, Richard L., late of Willistown Township. John R. Betts, care of KAREN M. STOCKMAL, Esquire, 1235 Westlakes Dr., Ste. 320, Berwyn, PA 19312, Executor. KAREN M. STOCKMAL, Esquire, KMS Law Offices, LLC, 1235 Westlakes Dr., Ste. 320, Berwyn, PA 19312, atty.

CHILDS, Barbara Jo, late of Tredyffrin Township. Joseph M. Childs, Carleen C. Enoch, Desiree P. Childs and Douglas L. Matz, care of BARRY H. FRANK, Esquire, 1717 Arch St., Ste. 3500, Philadelphia, PA 19103, Executors. BARRY H. FRANK, Esquire, Archer & Greiner, P.C., 1717 Arch St., Ste. 3500, Philadelphia, PA 19103, atty.

DUTTER, Walter L., late of Malvern. Jane E. Catle, 6 Creekside Court, Gordonville, PA 17529, Ad-

ministrator. MARISSA MURTAUGH, Esquire, Platt, DiGiorgio & DiFabio, 1800 E. Lancaster Ave., Suite L, Paoli, PA 19301, atty.

GUARDIOLA, Maria, late of East Caln Township. Cristina M. Guardiola-Griffiths, 7 Fern Drive, Chesapeake City CE, MD 21915, Executrix. CHRISTOPHER R. GRAY, Esquire, Norris McLaughlin, P.A., 515 West Hamilton Street, Suite 502, Allentown, PA 18101, atty.

HAMILTON, Theodore J., a/k/a Ted Hamilton, late of East Pikeland Township. Mary Pat Amrein, care of SALLY A. FARRELL, Esquire, 17 W. Miner St., West Chester, PA 19382, Executrix. SALLY A. FARRELL, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

HINCKLEY, Lynn Ann, late of Kennett Square Borough. Brett Michael Hinckley and Leverett W. Campbell, III, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Administrators. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

JACKSON, Jeffrey K., late of Westtown Township. Bridget K. Jackson, care of VINCENT CAROSELLA, JR., Esquire, 882 South Matlack Street, Suite 101, West Chester, PA 19382-4505, Administrator. VINCENT CAROSELLA, JR., Esquire, Carosella & Associates, P.C., 882 South Matlack Street, Suite 101, West Chester, PA 19382-4505, atty.

JOHNSON, III, Thomas E., late of New Garden Township. Christine T. Neely, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Administrator. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

KINLOCH, Sarah Taylor, a/k/a Sarah T. Kinloch, late of Downingtown Borough. Rebecca Kinloch Deets, 320 W. Pennsylvania Avenue, Downingtown, PA 19335, & Elizabeth Ann Sheehan, 71 Zieber Rd., Spring City, PA 19475, Administrators. KATHLEEN K. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

KURYLOSKI, Dolores E., late of Honey Brook Township. Bruce E. Kuryloski, 6 Six Penny Lane, Elverson, PA 19520, Executor. WILLIAM T. KEEN, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

LECHENTRE, Raymond T., a/k/a Raymond Thomas Lechentre, late of West Chester. Denyse Faust, care of KEVIN J. RYAN, Esquire, 220 West Gay Street, West Chester, PA 19380, Executrix.

KEVIN J. RYAN, Esquire, Ryan Morton & Imms LLC, 220 West Gay Street, West Chester, PA 19380, atty.

LEECH, Michael J., late of East Whiteland Township. Kathryn E. Leech, care of TARA M. WALSH, Esquire, 30 Valley Stream Parkway, Malvern, PA 19355, Executrix. TARA M. WALSH, Esquire, Stradley Ronon Stevens & Young, LLP, 30 Valley Stream Parkway, Malvern, PA 19355, atty.

LONDON, Ronald S., late of City of Coatesville. Marian E. London, 744 E. Lincoln Highway, Apt. 202, Coatesville, PA 19320, Administrator. WILLIAM T. KEEN, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

MILLER, Dean L., late of Spring City Borough. Robin F. Miller, care of THOMAS G. WOLPERT, Esquire, 527 Main St., Royersford, PA 19468, Administratrix. THOMAS G. WOLPERT, Esquire, Wolpert Schreiber McDonnell P.C., 527 Main St., Royersford, PA 19468, atty.

MUELLER, Dora, a/k/a Dora Gene Bayne Mueller, late of West Vincent Township. James Mueller, care of ANDREW C. LAIRD, Esquire, 360 West Main Street, Trappe, PA 19426, Executor. ANDREW C. LAIRD, Esquire, King Laird, P.C., 360 West Main Street, Trappe, PA 19426, atty.

MULLINS, JR., John Bryant, late of Spring City Borough and East Vincent Township. Roseann Di Vintantonio, 818 Washington St., Royersford, PA 19468, Executrix.

MUSCATO, Charles Louis, late of East Marlborough Township. Elizabeth Edwards Muscato, care of NEIL E. LAND, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executrix. NEIL E. LAND, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

NAGEL, Carol E., late of East Goshen Township. Emily C. Keefe, care of KARYN L. SEACE, CELA, Esquire, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, Executrix. KARYN L. SEACE, CELA, Esquire, Nescio & Seace, LLP, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, atty.

NORCROSS, JR., John H., late of Malvern Borough. Greta Hemcher, care of W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, Executor. W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, atty.

ORMEROD, Charles Warren, late of Willistown

Township. Sandra L. Ormerod, care of KRISTEN R. MATTHEWS, Esquire, 403 W. Lincoln Hwy., Ste. 110, Exton, PA 19341, Executrix. KRISTEN R. MATTHEWS, Esquire, Kristen Matthews Law, 403 W. Lincoln Hwy., Ste. 110, Exton, PA 19341, atty.

ROOP, Everett, late of East Fallowfield Township. David R. Roop, care of JANIS M. SMITH, Esquire, 4203 West Lincoln Highway, Parkesburg, PA 19365, Executor. JANIS M. SMITH, Esquire, 4203 West Lincoln Highway, Parkesburg, PA 19365, atty.

SCHELLHORN, Josephine Welle, late of East Pikeland Township. Susan Naegle, care of CLAIR M. STEWART, Esquire, The Land Title Bldg., 100 S. Broad St., #1523, Philadelphia, PA 19102, Administratrix. CLAIR M. STEWART, Esquire, The Land Title Bldg., 100 S. Broad St., #1523, Philadelphia, PA 19102, atty.

SHATLEY, Maggie M., late of East Bradford. Cynthia Ann Bacon, 919 Conner Rd., West Chester, PA 19380, Executor.

SPENCER, Carol, a/k/a Carol S. Spencer, late of Willistown Township. Michael Spencer, care of JOHN S. CUSTER, III, Esquire, 7 Saint Albans Circle, Newtown Square, PA 19073, Executor. JOHN S. CUSTER, III, Esquire, Custer & Custer, 7 Saint Albans Circle, Newtown Square, PA 19073, atty.

WELLS, Verda Marie, late of Phoenixville. Troy Wells, 46 Partridge Road, Windham, New Hampshire 03087, Executor.

ZEIEN, Jean G., late of Willistown Township. Jennifer J. Zeien, care of VINCENT CAROSELLA, JR., Esquire, 882 South Matlack Street, Suite 101, West Chester, PA 19382-4505, Executor. VINCENT CAROSELLA, JR., Esquire, Carosella & Associates, P.C., 882 South Matlack Street, Suite 101, West Chester, PA 19382-4505, atty.

FICTITIOUS NAME

NOTICE is hereby given, pursuant to Fictitious Names Act of 1982, 54 Pa.C.S. Section 301 et seq., which repealed prior laws on the subject, any entity or entities (including individuals, corporations, partnership or other groups, which conduct any business in Pennsylvania under an assumed or fictitious name shall register such name by filing an application for registration of fictitious name with the Department of State for the conduct of a business in Chester County, Pennsylvania under the assumed or fictitious name, style or designation of

Awaken Permanet Cosmetics, with its principal place of business at 8 E Gay St, West Chester, PA 19380. The application has been (or will be) filed on: Friday, February 4, 2022. The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Isabelle Marrone, 272 Florence Dr., Harleysville, PA 19348.

NONPROFIT CORPORATION NOTICE

Frassati International
has been incorporated under the provisions of the PA
Nonprofit Corporation Law of 1988.

NONPROFIT CORPORATION NOTICE

The Friends of East Whiteland Parks and Recreation
has been incorporated under the provisions of the PA
Nonprofit Corporation Law of 1988.

Hamburg, Rubin, Mullin, Maxwell & Lupin
375 Morris Road
P.O. Box 1479 Lansdale, PA 19446

2nd Publication of 3

TRUST NOTICE

Notice is hereby given that the settlor of the Revocable Trust set forth below has died, and no Personal Representative has been appointed for said Decedent's Estate. All persons having claims or demand against said Decedent are requested to make known the same and all persons indebted to said Decedent are requested to make payment without delay to the Trustee or the Trustee's attorney as named below:
Trust of William Hossfeld Luginbuhl

Late of Kennett Square

Trustee: Viola L. Luginbuhl, 261 Kendal Drive,
Kennett Square, PA 19348

Attorney: Peter S. Gordon, Esq.

Gordon, Fournaris & Mammarella, P.A.
1925 Lovering Avenue, Wilmington, DE
19806

2nd Publication of 3

NOTICE

Easttown Township vs. Hudson City Savings Bank - No. 2019-01304-LN - Court of Common Pleas - Chester County, PA. Notice is given that the above was named as Defendant in a civil action by Plaintiff to recover 2017-2019 sewer fees for property located at 418 Waterloo Road, Easttown Township, PA, Tax Parcel #55-3-51. An Amended Writ of Scire Facias for \$2,156.36 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment

may be entered. If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by Plaintiff. You may lose money, 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 TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. Lawyer Referral & Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

2nd Publication of 3

NOTICE

Township of Caln vs. Burger King Corp. - No. 2013-09069-LN - Court of Common Pleas - Chester County, PA. Notice is given that the above was named as Defendant in a civil action by Plaintiff to recover 2006 & 2010 street light fees, 2017 sewer fees, 2017 abatement of nuisance charges, 2018 sewer and street light fees and 2018 abatement of nuisance charges for property located at 3612 Lincoln Highway, Caln Township, PA, Tax Parcel #39-4H-47. A Writ of Scire Facias for \$3,748.70 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by Plaintiff. You may lose money, 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 TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. Lawyer Referral & Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

2nd Publication of 3**NOTICE**

West Bradford Township vs. Eric W. Reitelbach & Nancy E. Beery - No. 2020-01819-LN - Court of Common Pleas - Chester County, PA. Notice is given that the above were named as Defendants in a civil action by Plaintiff to recover 2017-2019 trash and hydrant fees for property located at 1301 Crestmont Drive, West Bradford, PA, Tax Parcel #50-5-112.10. A Writ of Scire Facias for \$1,071.30 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by Plaintiff. You may lose money, 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 TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.** Lawyer Referral & Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

2nd Publication of 3**NOTICE**

Borough of Phoenixville vs. Carlo Petrillo - No. 2019-06105-LN - Court of Common Pleas - Chester County, PA. Notice is given that the above was named as Defendant in a civil action by Plaintiff to recover 2018 water, sewer & trash fees for property located at 134 Dayton Street, Phoenixville, PA, Tax Parcel #15-5-470. A Writ of Scire Facias for \$1,731.31 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by Plaintiff. You may lose money, 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 CAN-**

NOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. Lawyer Referral & Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

2nd Publication of 3**NOTICE**

Township of Valley vs. Shaun L. Rutherford - No. 2017-05763-LN - Court of Common Pleas - Chester County, PA. Notice is given that the above was named as Defendant in a civil action by Plaintiff to recover 2015-2016 and 2017 sewer and trash fees for property located at 974 W. Chestnut Street, Valley Township, PA, Tax Parcel #38-2Q-27. An Amended Writ of Scire Facias for \$2,969.68 was filed. You are notified to plead to the Writ on or before 20 days from the date of this publication or a judgment may be entered. If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by Plaintiff. You may lose money, 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 TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.** Lawyer Referral & Info. Service, Chester County Bar Assn., 15 W. Gay St., West Chester, PA 19380, 610.429.1500. Portnoff Law Assoc., Ltd., P.O. Box 391, Norristown, PA 19404-0391, 866.211.9466

1st Publication of 3**TRUST NOTICE**

THE ROMERO LIVING TRUST
THERESA R. ROMERO, Deceased
Late of Phoenixville Borough, Chester County, PA

This Trust is in existence and all persons having claims or demands against said Trust or decedent are requested to make known the same and all persons indebted to the decedent to make payment without delay to LAURA A. SWAIN, TRUSTEE, 606 Onward Ave., Phoenixville, PA 19460,
Or to her Attorney:

REBECCA A. HOBBS
O'DONNELL, WEISS & MATTEI, P.C.
41 E. High St.
Pottstown, PA 19460

1st Publication of 3

TRUST NOTICE

THE JAMES A. SEARS REVOCABLE TRUST
dated OCTOBER 1, 1999, as Amended
JAMES A. SEARS, Deceased
Late of West Grove Borough, Chester County, PA

This Trust is in existence and all persons having claims or demands against said Trust or decedent are requested to make known the same and all persons indebted to the decedent to make payment without delay to LULA MAE SEARS, TRUSTEE, c/o Christopher M. Brown, Esq., 300 W. State St., Ste. 300, Media, PA 19063,
Or to her Attorney:

CHRISTOPHER M. BROWN
ECKELL, SPARKS, LEVY, AUERBACH, MONTE,
SLOANE, MATTHEWS & AUSLANDER, P.C.
300 W. State St., Ste. 300
Media, PA 19063

1st Publication of 1

NOTICE

Chester County
Court of Common Pleas
Number: 2021-06386-RC
Notice of Action in Mortgage Foreclosure

LoanCare, LLC, Plaintiff v. Marcella Gray A/K/A
Marcella C. Gray, Defendant

TO: Marcella Gray A/K/A Marcella C. Gray. Premises subject to foreclosure: 614 North Limestone Road, Parkesburg, Pennsylvania 19365. NOTICE: If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief 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. Lawyer Referral Service, Chester County Bar Association, 15 W. Gay Street, West Chester, Pennsylvania 19380, (610) 429-1500. McCabe, Weisberg & Conway, LLC, Attorneys for Plaintiff, 123 S. Broad St., Ste. 1400, Phila., PA 19109, 215-790-1010

1st Publication of 1

NOTICE

IN THE COURT OF COMMON PLEAS
OF CHESTER COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A. S/B/M TO WACHOVIA BANK, NATIONAL ASSOCIATION Plaintiff
v.
GEORGE R. CROMPTON A/K/A G. RICHARD CROMPTON Defendant(s)

CIVIL DIVISION No.: 2019-06688-RC

NOTICE TO:
GEORGE R. CROMPTON

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

Being Premises: 618 WEST BONDSVILLE ROAD A/K/A 618 BONDSVILLE ROAD, Downingtown, PA 19335
Being in CALN TOWNSHIP, County of CHESTER, Commonwealth of Pennsylvania, 39-4D-1
Improvements consist of residential property.
Sold as the property of GEORGE R. CROMPTON A/K/A G. RICHARD CROMPTON

Your house (real estate) at 618 WEST BONDSVILLE ROAD A/K/A 618 BONDSVILLE ROAD, Downingtown, PA 19335 is scheduled to be sold at the Sheriff's Sale on April 21, 2022 at 11:00 AM, at a public on-line auction found at <https://www.bid4assets.com/chestercopasheriffsales>, to enforce the Court Judgment of \$79,290.52 obtained by, WELLS FARGO BANK, N.A. S/B/M TO WACHOVIA BANK, NATIONAL ASSOCIATION (the mortgagee), against the above premises.

BROCK & SCOTT, PLLC
Attorney for Plaintiff
(844) 856-6646

MEETING SPACE?

Looking for just the right meeting space? The Chester County Bar Association facilities are utilized on a regular basis for depositions, client meetings and seminars. We have rooms available for rental by the half-day or full day – a conference room, a board room and seminar rooms. We are located just one block from the Courthouse and convenient parking is available. For more information, visit us at www.chescobar.org. To reserve your room, please call 610-692-1889.

SAMPLE AD

Classified Ads for the Chester County Law Reporter ONLY \$.20 per space/character

ESTATES/TRUSTS ATTORNEY

Estates/Trusts Attorney sought for growing, collegial Main Line firm. Send resume with cover letter and salary requirements, in confidence to responses10@gmail.com

ASSOCIATE ATTORNEY

LaMonaca Law is seeking associate attorneys to join our expanding main line law firm. Required: minimum of 2 years family law experience, transportation, career oriented, ability to multi-task in a fast paced environment. Send resume and salary requirements to Kristy@LaMonacaLaw.com.