
*Court of Common Pleas of Lancaster County***Civil Action**

Rolson Sturkey and Letitia Flynn v. East Coast Chelsea Village Owner, et al

Motion for Summary Judgment. Where multiple disputed material facts exist within three separate Motions for Summary Judgment, including the identity of a necessary party, granting summary judgment is not appropriate.

Opinion. Rolson Sturkey and Letitia Flynn v. East Coast Chelsea Village Owner, et al. No. CI-21-01198.

OPINION BY: SPONAUGLE, J. August 12, 2022. This action arises from Plaintiff Rolston Sturkey's slip and fall on March 4, 2019, at The Bradford Apartments. Multiple motions for summary judgment are pending before the court. AION¹ filed a motion for summary judgment against Mr. Sturkey and for partial summary judgment against Additional Defendant Brightview Landscapes, LLC ("Brightview"). Brightview filed a motion for summary judgment against the Plaintiffs. Defendant Creation Landscaping & Lawn Care ("Creation") filed a motion for summary judgment against the Plaintiffs, AION Defendants, and Brightview. After a review of the record and applicable law, defendants' motions are DENIED.

I. BACKGROUND*a. Defendants' Relationships*

AION owns or manages The Bradford Apartments. See AION's Motion for Summary Judgment ("Mot. for Summ. J.") On October 3, 2017, AION entered a snow removal contract with Brightview for The Bradford Apartments. *Id.* Ex. C. Under the contract, Brightview agreed to provide the laborers, equipment, materials, supervision, and professional skills to "properly remove and maintain snow/ice . . . in a safe and workmanlike manner[.]" *Id.* Ex. C § 11.-3. The contract limited Brightview's scope of work to roadways, driving lanes, and parking spaces unless AION requested sidewalk snow removal. See *id.* Ex. C §§ 4.2-4.8. Brightview's laborers were required to be supervised by someone experienced in snow removal who was able to communicate with an agent of AION. *Id.* Ex. C § 3. AION required Brightview to submit snow removal logs with each invoice. *Id.* Ex. C § 4.5.

Under the Brightview contract, Brightview agreed to defend and indemnify AION against

"claims, damages, losses, expenses, and attorneys' fees . . . from death or injury of any person . . . arising out of or encountered in connection with this Contract or the Work or . . . claims . . . caused by Contractor, Contractors agents or employees, subcontractors or trade contractors employed on the Property, their

¹ "AION" is AION Holding, Inc. d/b/a AION Management; AION Management, LLC; AION Partners II, LLC d/b/a AION Partners; East Coast Chelsea Village Owner, LP d/b/a The Bradford Apartments; and East Coast Chelsea Village Owner, LLC.

agents or employees . . . provided that any . . . claims . . . (1) are attributed to bodily injury . . . and (2) is caused in whole or in part by any negligent . . . act or omission of the Contractor, any subcontractor, Contractors' agents and employees or trade contractors employed on the Property, [or] anyone directly or indirectly employed by any of them . . ."

Id. Ex. C § 8. AION also required Brightview to provide a certificate of insurance listing AION as an additional insured that provided at least \$2,000,000 of general liability and workers' compensation coverage and \$2,000,000 of auto coverage. *Id.* Ex. C § 2.3. Brightview obtained a certificate of insurance listing AION as an additional insured and providing \$1,000,000 per occurrence and \$4,000,000 in aggregate "per policy terms & conditions." The same certificate provided automobile coverage up to \$3,000,000 per accident. *Id.* Ex. M. The endorsements by which Brightview added AION as an additional insured are an "excess commercial general liability policy" and an "excess business auto coverage form." *See id.* Brightview's insurer would later deny AION additional insured coverage because AION was covered under an excess insurance policy, which only applied when damages were greater than \$2,000,000. *See id.* Ex. N.

Brightview subcontracted its work at The Bradford Apartments to Creation on November 21, 2017. *See* Brightview's Motion for Summary Judgment ("Mot. for Summ. J.") Ex. D. Creation contracted for snow and ice removal services and agreed to perform "other services" if set forth in a new service order and incorporated into the subcontract by Brightview and Creation. *Id.* Ex. D at 1. Creation's scope of services was "for the blacktop only," *see* Dep. of Benjamin Stoltzfus at p. 15, 19 ("Stoltzfus Dep."), but could be "directed or modified by BrightView at any time." *Id.* at p. 111–12.

b. The March 2019 Snowstorm

On the afternoon of March 3, 2019, snow began falling at The Bradford Apartments. *See* Stoltzfus Dep. p. 46–47. Creation pre-salted the driveways in the early afternoon and started plowing in the evening. *Id.* A Brightview employee called Mr. Stoltzfus, the president of Creation, and asked that Creation provide an employee to clear snow from the sidewalks at Bradford Apartments. *Id.* at 37, 86.

Mr. Stoltzfus dropped off a worker at the maintenance shed behind the Bradford Apartments at 7:15 p.m. *Id.* at 49. Bradford Apartments stores snow removal equipment in the shed. *Id.* at 87. He did not see any Brightview employees on the premises. *Id.* at 66. Mr. Stoltzfus dropped off his employee without any equipment or supplies. *Id.* at 37. He stated he assumed the employee would be under the direction of The Bradford Apartments employees who always cleared sidewalks. *Id.* at 88. The identity of the Creation employee is unknown. *Id.* at 57, 68. Likewise, it is unknown where Creation's employee provided snow and ice removal services that night. *Id.* at 69.

AION Management's Inclement Weather Log indicates "Brightview guy

steve” worked with Carlos Pagan, an employee of The Bradford Apartments, to clear snow at all buildings of The Bradford Apartments from 7:00 p.m. on March 3, 2019, until 5:00 a.m. the following morning. See Brightview’s Mot. for Summ. J. Ex. E. Creation completed a Subcontract Event Summary stating a “sidewalk helper” began working at 7:15 p.m. and performed 8.5 hours of work. See *id.* Ex. H. Brightview billed AION for 10 hours of “Enhancement Labor—Sidewalk/Snow Blower Labor fro 3/3/19” completed at Bradford Apartments. *Id.* Ex. G.

On the morning of March 4, 2019, Mr. Sturkey left his apartment in Building 17 of The Bradford Apartments to take his children to school. See AION Def.’s Mot. for Summ. J. Ex. B; Dep. of Rolston Sturkey p. 56 (“Sturkey Dep.”). He encountered snow and ice on the sidewalk immediately outside the door to his building, and his daughter fell as they left. Sturkey Dep. at 57. When he returned to the apartment around 10 a.m., Mr. Sturkey called The Bradford Apartments office about the snow and ice; he was told it would be taken care of. *Id.* at 57–59. Returning from picking up his kids from school, Mr. Sturkey observed the snow patch was melting. *Id.* at 61–62. At some point in the day, Mr. Sturkey also checked the back entrance to the building and noticed the rear sidewalk had not been cleared whatsoever. *Id.* at 82.

That evening, Mr. Sturkey left the building again to take the trash out. *Id.* at 64. When he exited the building, bags in hand, he slipped on the ice and fell, striking his back on the step. *Id.* at 67. According to Mr. Sturkey, “I really didn’t look down. I didn’t look. I just walked out. To my knowledge, [the accumulation] was gone.” *Id.* at 65.

c. Procedural History

Mr. Sturkey filed a complaint against AION and Creation on April 13, 2021, alleging defendants’ negligent snow clearing caused his injury. AION joined Brightview as an additional defendant on September 30, 2021, alleging that Brightview owed AION contribution and indemnification and had breached its contract with AION.

On January 31, 2022, AION filed a motion for summary judgment against Mr. Sturkey and for partial summary judgment against Brightview. AION claims it owes no duty to Mr. Sturkey because the ice accumulation was open and obvious condition of which Mr. Sturkey had actual knowledge. AION also claims it is entitled to partial summary judgment against Brightview because Brightview breached its contractual duty to provide insurance coverage and defense against the claim.

Brightview filed a motion for summary judgment against Mr. Sturkey on February 8, 2022, alleging Mr. Sturkey assumed the risk of an open and obvious condition and that Brightview owed no duty to Mr. Sturkey because it subcontracted all its work to Creation on the night of March 3, 2019, and could not be negligent for its subcontractor’s employee, whose work was supervised by AION.

Oral argument occurred on May 3, 2022. Creation filed a motion for summary judgment against all parties on May 10, 2022, alleging it did not owe any duty to Mr. Sturkey because the ice accumulation was an open and obvious condition which Mr. Sturkey knew of, and Creation

was only responsible for snow and ice removal from the parking lot; it had not subcontracted to clear sidewalks. This matter is ripe for review.

II. LEGAL STANDARD

A motion for summary judgment will be granted if the “adverse party who will bear the burden of proof at trial has failed to produce evidence of facts essential to the cause of action or defense.” Pa. R.C.P. 1035.2(2). In determining whether to grant a motion for summary judgment, “the court must examine the record in the light most favorable to the non-moving party and resolve all doubts against the moving party as to the existence of a triable issue.” *Biernacki v. Presque Isle Condos. Unit Owners Ass’n, Inc.*, 828 A.2d 1114, 1116 (Pa. Super. 2003). “If there is evidence that would allow a fact-finder to render a verdict in favor of the non-moving party, then summary judgment should be denied.” *Reinoso v. Heritage Warminster SPE LLC*, 108 A.3d 80, 84 (Pa. Super. 2015).

III. DISCUSSION

a. Defendants’ motions for summary judgment against Mr. Sturkey are denied because genuine factual disputes remain.

Defendants each assert no duty was owed to Mr. Sturkey because he assumed the risk of an open and obvious accumulation of ice. Defendants rely on *Carrender v. Fitterer* to support their arguments that possessors of land owe no duty to invitees who knowingly choose to encounter obvious risks. *See* 469 A.2d 120, 123 (Pa. 1983) (adopting § 343A of the Restatement (Second) of Torts). However, *Carrender* is distinguishable because it dealt with a patient who slipped on ice at her chiropractor’s office, triggering Section 343A of the Restatement, while this case involves a tenant who slipped on his lessor’s property, implicating Section 360. *See Longwell v. Giordano*, 57 A.3d 163, 168 (Pa. Super. 2012) (citing *Bleam v. Gateway Prof. Center*, 636 A.2d 172, 173–74 (Pa. Super. 1993)).

Under Section 360, a lessor who retains control of areas used by lessees is liable for physical harm caused by dangerous conditions which the lessor could discover and make safe by exercising reasonable care. This rule applies even where the injured party knows the dangerous condition exists, unless encountering it would be unreasonable or a reasonable person would exercise greater caution under the same circumstances. *See* § 360 cmt. B. A plaintiff cannot be precluded from recovery unless it is beyond question that the injured party “voluntarily and knowingly proceeded in the face of an obvious and dangerous condition.” *See Longwell*, 57 A.3d at 169 (quoting *Staub v. Toy Factory, Inc.*, 749 A.2d 522, 526 (Pa. Super. 2000)).

Unlike in *Carrender*, where the plaintiff could reasonably be expected to avoid parking adjacent to an isolated patch of ice in an otherwise cleared lot, here it is disputed whether it was reasonable for Mr. Sturkey to use the front door to his apartment building under the circumstances. *See Carrender*, 469 A.2d at 124. Mr. Sturkey’s testimony indicates the rear exit was entirely unplowed, he was told that management would clear the accumulation, and he had seen the accumulation melting away earlier in the day. Therefore, a genuine issue of material fact

remains for the factfinder to decide.

b. *Defendants' remaining motions for summary judgment are denied because genuine issues of material fact exist as to the identity and supervision of Creation's employee and to whether Creation subcontracted for sidewalks.*

Brightview claims it owes no duty to Mr. Sturkey because it cannot be held responsible for the negligence of a subcontractor's employee who was the borrowed servant of AION. See Brightview's Mot. for Summ. J. Creation claims it owes no duty to Mr. Sturkey because its contract only covered the parking lots and its employee acted as the borrowed servant of AION or Brightview. See Creation's Motion for Summary Judgment ("Mot. for Summ. J."). A borrowed servant is an employee borrowed by a third-party employer, who temporarily controls the employee's scope and means of work. See *Sardina-Garcia v. Brownsville Marine Prod., LLC*, 230 A.3d 354, 358 (Pa. Super. 2020); *Shamis v. Moon*, 81 A.3d 962, 970 (Pa. Super. 2013).

AION's employees at The Bradford Apartments generally cleared snow from sidewalks and had an employee present during the snowstorm. See Brightview's Mot. for Summ. J. Ex. E. Brightview asked Creation to provide an employee to clear sidewalks, and Mr. Stoltzfus obliged. He dropped his employee off at The Bradford Apartments' maintenance shed, where the property management company kept snow removal supplies such as snow blowers and rock salt. See Stoltzfus Dep. at 87-90. It is disputed who the employee was, what work he performed,² whether the scope and means of his work were supervised by Carlos Pagan from Bradford Apartments, and whether his presence and Creation's subsequent invoicing for that presence constituted a contract modification between Creation and Brightview.

Without these factual disputes being settled, it is impossible for the court to determine legal questions such as the parties' contractual obligations to insure, defend, and indemnify one another. With facts in dispute, and viewing the record and inferences drawn therefrom in light most favorable to the nonmoving party, judgment as a matter of law is inappropriate.

IV. CONCLUSION

Numerous issues of material fact remain for the jury to decide. Therefore, summary judgment is DENIED as to all defendants.

BY THE COURT:

THOMAS B. SPONAUGLE, JUDGE

² Mr. Stoltzfus's deposition testimony does not admit that "Brightview steve" and the Creation employee are one and the same, though AION and Brightview claim that it does. The questioning attorney made a statement to which Mr. Stoltzfus responded, "Okay." This is not an admission.

ESTATE AND TRUST NOTICES

Notice is hereby given that, in the estates of the decedents set forth below, the Register of Wills has granted letters testamentary or of administration to the persons named. Notice is also hereby given of the existence of the trusts of the deceased settlors set forth below for whom no personal representatives have been appointed within 90 days of death. All persons having claims or demands against said estates or trusts are requested to make known the same, and all persons indebted to said estates or trusts are requested to make payment, without delay, to the executors or administrators or trustees or to their attorneys named below.

FIRST PUBLICATION

Aldinger, E. Ray a/k/a Elvin Ray Aldinger, dec'd.

Late of Upper Mount Joy Township.

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Andrews, Dennis L., dec'd.

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Bagnoli, Nancy J. a/k/a Nancy Jane Bagnoli, dec'd.

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Bonsell, Donna F., dec'd.

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Castleman, Sandra G., dec'd.

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Cunningham, Jane F., dec'd.

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Hess, Joseph W., dec'd.

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Hill, Jeannette M. a/k/a Jeannette M. Hill, dec'd.

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Hostetler, Dorothy S., dec'd.

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Kauffman, Ida Jane, dec'd.

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Lancaster, James A., dec'd.

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Scott E. Albert, Esq., 50 East
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Latshaw, Miriam A., dec'd.
Trust: Miriam A. Latshaw Life In-
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Trustee: Carol A. Peacock c/o
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Lyons, Aileen B., dec'd.
Late of Lancaster County.
The Lyons Family Trust Agree-
ment dated May 24, 2002.

Trustee: Beth Bova, 2010 Eagle
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May, Douglas W., dec'd.
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Schneider, Rebecca A., dec'd.

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Shirk, Betty H., dec'd.

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Weatherbie, Paul W., dec'd.

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Witmer, R. Naomi, dec'd.

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SECOND PUBLICATION

Amaro, Angel, dec'd.

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Axe, Barbara Kay, dec'd.

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Diem, Michael Scott, dec'd.

Late of East Earl Township.
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Ebenshade, Ruby Y. a/k/a Ruby Ebenshade, dec'd.

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Fry, Robert John, dec'd.

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Howe, Fern M. a/k/a Fern Mar-

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Lavadera, Palmerino Lubrano, dec'd.

Late of Lancaster County.
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Lever, Johanna J. a/k/a Johanna Julia Lever, dec'd.

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Martin, Katie Z., dec'd.

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Meisenhelter, Janet H., dec'd.

Late of Elizabethtown.
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Murphy, Matthew J. a/k/a Matthew James Murphy, dec'd.

Late of East Drumore Township.
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Pelley, George F., dec'd.

Late of Quarryville.
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Quino, Kenneth P., dec'd.

Late of Leola.
Executor: James M. Quino c/o Scott G. Hoh, Esquire, Law Office of Scott G. Hoh, 606 North 5th Street Reading, PA 19601.

Rambler, Tina M. a/k/a Tina

Marie Rambler, dec'd.

Late of Lancaster City.
Administrator: Christina M. Schaeffer c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.
Attorney: Young and Young.

Rodriguez-Zamora, Fernando Felix, dec'd.

Late of Pequea Township.
Administratrix: Aracely Gonzalez-Fuentes c/o Angela M. Ward, Esq., 140 E. King St., Lancaster, PA 17602.
Attorney: Angela M. Ward, Esq.

Rohrer, Donald G., dec'd.

Late of the Township of Manheim.
Executrices: Bonita K. Martin, Jodi Beisker c/o Gibble Law Offices, P.C., 126 East Main Street, Lititz, PA 17543.
Attorney: Stephen R. Gibble.

Ruggieri, Peter J. a/k/a Peter James Ruggieri, dec'd.

Late of Manheim Township.
Executrix: Stephanie D. Horst c/o Ann L. Martin, Attorney, P.O. Box 5349, Lancaster, PA 17606.
Attorneys: Gibbel Kraybill & Hess LLP.

Sellers, Burton a/k/a Burton Chance Sellers, dec'd.

Late of West Lampeter Township.
Executrix: Alexandra F. West, 616 Reservoir Road, West Chester, PA 19380.
Attorney: Frank W. Hayes, Esquire, Hayes & Romero, 31 South High Street, West Chester, PA 19382.

Shelly, Betty J., dec'd.

Late of Manheim Township.
Executor: T. Michael Shelly c/o Ann L. Martin, Attorney, P.O. Box 5349, Lancaster, PA 17606.
Attorneys: Gibbel Kraybill & Hess LLP.

Shuman, James R. a/k/a James Richard Shuman, Sr., dec'd.

Late of Earl Township.
Executor: Annette L. Liew c/o Good & Harris, LLP, 132 West Main Street, New Holland, PA 17557.
Attorneys: Good & Harris, LLP.

Sloat, Gordon G., dec'd.

Late of Manheim Township.
Executor: Sondra M. Sloat c/o Law Office of Shawn Pierson, 105 East Oregon Road, Lititz, PA 17543.
Attorney: Shawn M. Pierson, Esq.

Smith, Debora S., dec'd.

Late of Manheim Township.
Executor: Derek Harple c/o May Herr & Grosh, LLP, 234 North Duke Street, Lancaster, PA 17602.
Attorney: Bradley A. Zuke.

Smith, Ronald L., dec'd.

Late of Manheim Borough.
Administrator: Rick E. Smith c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.
Attorney: Young and Young.

Torrise, Carmen a/k/a Carmen J. Torrise, dec'd.

Late of Quarryville Borough.
Executrix: Kelly Torrise c/o Richard R. Reilly, Esquire, 54 N. Duke Street, York, PA 17401-

1210.
Attorney: Richard R. Reilly, Esquire.

Trout, Rebecca L., dec'd.
Late of Warwick Township.
Administrator: Trista R. Trout c/o Barbara Reist Dillon, Esquire, 212 North Queen Street, Lancaster, PA 17603.
Attorney: Nikolaus & Hohe-nadel, LLP.

Vihroski, Mary, dec'd.
Late of New Holland Borough.
Executor: Barbara J. Vitch c/o Kling, Deibler & Glick, LLP, 131 W. Main Street, New Holland, PA 17557.
Attorney: Patrick A. Deibler, Esq., Kling, Deibler & Glick, LLP.

Warfel, Lou Sindy, dec'd.
Late of Lititz Borough.
Executor: Elois J. Warfel c/o Nevin D. Beiler, Esq., 105 S. Hoover Ave., New Holland, PA 17557.
Attorney: Nevin D. Beiler, Esq.

Wilson, Herbert W., II, dec'd.
Late of Manheim Township.
Administratrix: Mary E. Novak c/o Jeffrey R. Bellomo, Esq., Bellomo & Associates, LLC, 3198 East Market Street, York, PA 17402.
Attorney: Jeffrey R. Bellomo, Esq.

THIRD PUBLICATION

Baxter, Mary C., dec'd.
Late of Ephrata Township.
Executor: Mathew D. Partyka, 143 Cedar Street, Ephrata, PA 17522.

Attorney: None.

Bugel, Robert H., dec'd.
Late of West Lampeter Town-ship.
Executrix: Carolyn G. Bugel c/o Vance E. Antonacci, Esquire, McNees Wallace & Nurick LLC, 570 Lausch Lane, Suite 200, Lancaster, PA 17601.
Attorney: McNees Wallace & Nurick LLC.

Chin, Paul B., dec'd.
Late of Mountville Borough.
Executrix: Catherine Marie Cella c/o Stock and Leader, 221 West Philadelphia Street, Suite 600, York, PA 17401-2991.
Attorney: Thomas M. Shorb, Esq.

deVitry, Cambria E., dec'd.
Late of Borough of Mount Joy.
Administrator: Nathan Carter c/o Law Office of James Clark, 277 Millwood Road, Lancaster, PA 17603.
Attorney: James R. Clark.

Frey, Janice G., dec'd.
Late of West Lampeter Town-ship.
Co-Executors: Avis N. Deckman, Stephen C. Frey c/o Rus-sell, Krafft & Gruber, LLP, 101 North Point Blvd, Suite 202, Lancaster, PA 17601.
Attorney: Lindsay M. Schoene-berger.

Frutchey, Clayton A., dec'd.
Late of Manheim Township.
Executor: Scott A. Frutchey c/o

John R. Gibbel, Attorney, P.O. Box 5394, Lancaster, PA 17606. Attorney: Gibbel Kraybill & Hess, LLP.

Fry, John H., dec'd.

Late of Ephrata Township. Executors: John E. Fry and Cynthia D. Hoover c/o Nevin D. Beiler, Esq., 105 S. Hoover Ave, New Holland, PA 17557. Attorney: Nevin D. Beiler, Esq.

Fulton, Robert H., dec'd.

Late of Conestoga Township. Executrix: Stephanie J.K. Fulton c/o Jeffrey C. Goss, Esquire, 480 New Holland Avenue, Suite 6205, Lancaster, PA 17602. Attorneys: Brubaker Connaughton Goss & Lucarelli LLC.

Garrett, William L., dec'd.

Late of Borough of Millersville. Executrix: Kerrie Lee Null c/o Russell, Krafft & Gruber, LLP, 101 North Pointe Blvd., Suite 202, Lancaster, PA 17601. Attorney: Nichole M. Baer.

Getz, William F. a/k/a William F. Getz, Sr. dec'd.

Late of Akron Borough. Executors: Roxann Leeper and Kathy Adams c/o A. Anthony Kilkuskie, 117A West Main Street, Ephrata, PA 17522. Attorney: A. Anthony Kilkuskie, 117A West Main Street, Ephrata, PA 17522.

Griffin, Heather Ann, dec'd.

Late of Warwick Township. Administrator: Eric M. Borgia

c/o Law Office of Shawn Pierson, 105 East Oregon Road, Lititz, PA 17543. Attorney: Shawn M. Pierson, Esq.

Hare, John W. a/k/a John West Hare, dec'd.

Late of East Earl Township. Co-Executors: Robert West Hare and Dawn E. Adams, 416 Spring Grove Rd., East Earl, PA 17519. Attorney: None.

Hart, Lola K., dec'd.

Late of Ephrata Borough. Executors: Michael L. Hart, Charles N. Hart c/o Nikolaus & Hohenadel, LLP, 303 West Fourth Street, Quarryville, PA 17566. Attorney: Jeffrey F. Shank, Esquire.

Heyman, Louis S., dec'd.

Late of East Cocalico Township. Representative: Julius S. Heyman c/o John H. May, Esquire, 49 North Duke Street, Lancaster, PA 17602. Attorney: May, Herr & Grosh, LLP.

Hoffmeier, David W., dec'd.

Late of New Providence. Executrix: Deborah L. Monk, 115 E. 2nd St., Apt 15, Quarryville, PA 17566. Attorney: None.

Ikeda, Harriet H., dec'd.

Late of West Lampeter Township.

Executor: Richard M. Ikeda c/o May, Herr & Grosh, LLP, 234 North Duke Street, Lancaster, PA 17602.

Attorney: Matthew A. Grosh.

Kendall, Leigh W. a/k/a Leigh Wakefield Kendall, dec'd.

Late of West Lampeter Township.

Executor: Bradley E. Kendall.

Leigh W. Kendall Trust dtd. 02/05/1991 as Amended and Restated 12/29/1998, 10/29/2010, and 10/24/2014.

Trustee: Bradley E. Kendall c /o Theodore L. Brubaker, Esquire, 480 New Holland Avenue, Suite 6205, Lancaster, PA 17602.

Attorneys: Brubaker Connaughton Goss & Lucarelli LLC.

Kuhn, Donald J., dec'd.

Late of Columbia Borough.

Executrix: Karen A. Kuhn c/o Karl Kreiser, Esquire, 553 Locust Street, Columbia, PA 17512.

Attorney: Mountz & Kreiser, 553 Locust Street, Columbia, PA 17512.

Martin, Edna W. a/k/a Edna Weaver Martin, dec'd.

Late of Earl Township.

Executor: Mervin S. Martin c/o Kling, Deibler & Glick, LLP, 131 W. Main Street, New Holland, PA 17557.

Attorney: Linda Kling, Esq., Kling, Deibler & Glick, LLP.

Matthews, Elizabeth B., dec'd.

Late of Manheim Township.

Executor: Victor Kicera c/o Law Office of Shawn Pierson, 105 East Oregon Road, Lititz, PA 17543.

Attorney: Shawn M. Pierson, Esq.

Neff, John W., dec'd.

Late of Manheim Township.

Co-Executors: Darlene Y. Hamlin and J. Gary Neff.

John W. Neff Revocable Living Trust dtd. 01/30/2003 as Amended 01/08/2008, 07/03/2012, and 04/25/2013.

Co-Trustees: Darlene Y. Hamlin and J. Gary Neff c/o Jeffrey C. Goss, Esquire, 480 New Holland Avenue, Suite 6205, Lancaster, PA 17602.

Attorneys: Brubaker Connaughton Goss & Lucarelli LLC.

O'Conner, Patrick Thomas Michael a/k/a Patrick Michael Thomas O'Conner, dec'd.

Late of East Hempfield Township.

Executrix: Courtney Anne Zimmerman c/o Michele A. Werder, P.O. Box 5349, Lancaster, PA 17606.

Attorneys: Gibbel, Kraybill & Hess LLP.

Sauder, Lester E., dec'd.

Late of Rapho Township.

Executrix: Krista Faye Sauder c/o Douglas A. Smith, Attorney, P.O. Box 5349, Lancaster, PA 17606.

Attorneys: Gibbel Kraybill & Hess LLP.

Schademan, Rhoda M., dec'd.
Late of Rapho Township.
Administrator: Harvey T. Schademan c/o Scott E. Albert, Esq., 50 East Main Street, Mount Joy, PA 17552.
Attorney: Scott E. Albert, Esq.

Seibel, Emma B., dec'd.
Late of West Earl Township.
Executor: Floyd Stauffer c/o Kling, Deibler & Glick, LLP, 131 W. Main Street, New Holland, PA 17557.
Attorney: Ashley A. Glick, Esq., Kling, Deibler & Glick, LLP.

Stauffer, Virginia L. a/k/a Virginia Stauffer, dec'd.
Late of Earl Township.
Executor: Harold A. Stauffer c/o Kling, Deibler & Glick, LLP, 131 W. Main Street, New Holland, PA 17557.
Attorney: Linda Kling, Esq., Kling, Deibler & Glick, LLP.

Stoltzfus, Sylvia S. a/k/a Sylvia S. Glick, dec'd.
Late of Upper Leacock Township.
Executor: Paul A. Zook c/o Barbara Reist Dillon, Esquire, 212 North Queen Street, Lancaster, PA 17603.
Attorney: Nikolaus & Hohenadel, LLP

Strohmeier, Ann B., dec'd.
Late of Manor Township.
Executor: Thomas E. Strohmeier c/o Karen M. Balaban LLC, 110 Cumberland Street, Harrisburg, PA 17102.
Attorney: Karen M. Balaban, Es-

quire.

Thank, Mary Pamela, dec'd.
Late of West Lampeter Township.
Executor: Kathy Shaub c/o May Herr & Grosh, LLP, 234 North Duke Street, Lancaster, PA 17602.
Attorney: Matthew A. Grosh.

Thompson, Sarah J. a/k/a Sarah Joan Thompson, dec'd.
Late of Ephrata Township.
Executor: Linda L. Hopfer c/o A. Anthony Kilkuskie, 117A West Main Street, Ephrata, PA 17522.
Attorney: A. Anthony Kilkuskie, 117A West Main Street, Ephrata, PA 17522.

Walsh, Barbara K. a/k/a Barbara Katherine Walsh, dec'd.
Late of Manheim Township.
Executrix: Sharon M. Werst c/o Good & Harris, LLP, 132 West Main Street, New Holland, PA 17557.
Attorneys: Good & Harris, LLP.

Waskiel, Danuta, dec'd.
Late of Lancaster Township.
Representative: Richard S. Chomiczewski c/o John W. Metzger, Esquire, 901 Rohrerstown Road, Lancaster, PA 17601.
Attorneys: Metzger and Spencer, LLP.

ACTIONS TO QUIET TITLE

NOTICE

TO THE ESTATE OF JANET ZIMMERMAN PANNEBECKER, AND

ALSO THE BENEFICIARIES OF THE ESTATE OF JANET ZIMMERMAN PANNEBECKER, AND THE HEIRS AND ASSIGNS OF KENNETH R. PANNEBECKER AND JANET ZIMMERMAN PANNEBECKER AND ALL OTHER PERSONS UNKNOWN CLAIMING ANY RIGHT, LIEN, TITLE OR INTEREST IN THE PROPERTY DESCRIBED IN THE PLAINTIFF'S COMPLAINT IN THE LANCASTER COUNTY COURT OF COMMON PLEAS AT **DOCKET NO. CI-23-01810.**

TO THE ESTATE OF JANET ZIMMERMAN PANNEBECKER AND THE BENEFICIARIES, HEIRS AND ASSIGNS OF KENNETH R. PANNEBECKER AND JANET ZIMMERMAN PANNEBECKER:

An action to Quiet Title on the basis of a deed granted by Paul S. Afflerbach to Kenneth Pennabecker [sic] (now deceased) and Lana Pennabecker [sic], then husband and wife, dated and recorded August 30, 1976 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania ("Recorder's Office") in Record Book Y68, Page 00489 ("Deed") has been filed in the Court of Common Pleas of Lancaster County, Pennsylvania, seeking an Order compelling the Recorder's Office to file an Order of Record granting exclusive ownership of the Property described in the Plaintiffs Complaint in the Lancaster County Court of Common Pleas at Docket No. CI-23-01810 to Lana G. Martin (formerly Lana Pannebecker).

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 pro-

ceed 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 right 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 FEE OR NO FEE.

Lancaster Bar Association
Lawyer Referral Service
28 E. Orange Street
Lancaster, PA 17602
Telephone 717-393-0737

A-14

ARTICLE OF DISSOLUTION

Notice is hereby given by **Evolution Power Yoga, LLC**, a Pennsylvania limited liability company ("Company"), that the Company is dissolving and winding up its affairs in the manner prescribed by 15 Pa.C.S. §8871, et seq., so that the Company existence shall cease upon the filing of its Certificate of Dissolution with the Department of State of the Commonwealth of Pennsylvania. Therefore, please forward the following information to the address set forth below, no later than June 15, 2023, with respect to any claim that you may have against the Company: the

date the debt was incurred; a copy of the bill/invoice; a description of the merchandise/services provided; and the amount you claim is due and owing.

Attorney: Barry A. Solodky, Esquire

Saxton & Stump, LC
280 Granite Run Drive, Suite 300
Lancaster, PA 17601

A-14

ARTICLES OF INCORPORATION

Notice is hereby given that **MAIN POINT MINISTRIES** was incorporated on February 10, 2023, under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988, as amended. The corporation is organized exclusively for charitable, religious, and educational purposes within the meaning of IRC Section 501(c)(3). Nevin D. Beiler, Esq, Attorney

A-14

CHANGE OF NAME NOTICES

IN THE COURT OF COMMON PLEAS
ORPHANS COURT DIVISION
IN RE: THE ADOPTION OF
ALEXIS STEPHANIE D’ADDIO
N/B/M ALEXIS STEPHANIE
BREINICH

No. 2023-0743

Notice is hereby given that Gary G. Ireland and Janene B. Ireland have filed a petition in the Court of Common Pleas of Lancaster County, Pennsylvania, requesting the Court to change the name of **Alexis Stephanie D’Addio** n/b/m Alexis Stephanie Breinich to Alexis Stephanie Ireland. A Hearing on the Petition will be held Wednesday, May 10, 2023 at 10:30 a.m. in Courtroom #11 on the fourth floor

of the Lancaster County Courthouse, 50 North Duke Street, Lancaster, Pennsylvania, at which any person interested may attend and show cause, if any, why the Petition should not be granted.

HOLLY S. FILIUS, Esquire

A-14

NOTICE IS HEREBY GIVEN, a Petition has been filed with the Court of Common Pleas of Lancaster County, Pennsylvania, to change the name of **Bishnu Maya Thapa** to Jahnvi Thapa. The hearing is June 23, 2023 at 1:45 p.m. in Courtroom 4 of the Lancaster County Courthouse, at which time interested persons may attend and show cause, if any, why the request should not be granted.

A-7, 14

CORPORATE NOTICES

Creator Accountability Network has been incorporated under the provisions of the PA Nonprofit Corporation Law of 1988.

Cheshire Law Group
Clarkson-Watson House
5275 Germantown Ave.
Philadelphia, PA 19144

A-14

KEYSTONE ITALIAN PROJECT has been incorporated under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.

Brubaker Connaughton Goss & Lucarelli LLC
Attorneys

A-14

FICTITIOUS NAME NOTICES

Notice is hereby given that Sarah Lynn Allgyer, 1233 Scalpy Hollow

Road, Drumore, PA 17518, did file in the Office of the Secretary of the Commonwealth of Pennsylvania on March 6, 2023, registration of the name:

“MACRAME SPECIAL TIES”

under which it intends to do business at 123 3 Scalpy Hollow Road, Drumore, PA 17 518, pursuant to the provisions of the Act of Assembly of December 16, 1982, Chapter 3, known as the “Fictitious Name Act”.

NICHOLAS T. GARD, ESQUIRE
SMOKER GARD ASSOCIATES LLP
A-14

Plain Community Dairy Education and Research, 242 Country Lane, Christiana, PA 17509 did file in the office of the Secretary of the Commonwealth of Pennsylvania, on or about 3/28/2023 registration of the name: **PCDER** under which they intend to do business at 242 Country Lane, Christiana, PA 17509 pursuant to the provision of the Act of Assembly of December 16, 1982, Chapter 3, known as the “Fictitious Name Act”.

A-14

NOTICE TO DEFEND

IN THE COURT OF COMMON
PLEAS

CIVIL ACTION - LAW

Docket No. CI-22-03025

GARDEN SPOT FIRE RESCUE, V.
EDNA FAY MARTIN,
AARON J. NEWSWANGER,
JAMES LEE NEWSWANGER,
MYRON G. NEWSWANGER,
ANNE L. STAUFFER,
MARY E. ZIMMERMAN,
JOYCE ANN BRUBACHER,
JUDITH ZIMMERMAN,
JEAN MARIE SNYDER,
JERRENE ZIMMERMAN,

ELIZABETH LEE,
KAREN JANE ENGEL,
WEAWIT STREET HOLDINGS
LLC,
JOHN E. MERCER, and CAROL
M.MERCER

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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GOTO 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.

Lancaster Bar Association Lawyer
Referral Service
28 E. Orange Street
Lancaster, PA 17602
Telephone: 717-393-0737
Joshua M. Nyman, Esq.
Summers Nagy Law Offices
35 South Duke Street, York, PA
17401
717-812-8100

A-14

SUITS ENTERED

Defendant's name appears first in capitals, followed by plaintiff's name, number and plaintiff's or appellant's attorney.

March 30, 2023
to April 5, 2023

PINKSTON, TIMOTHY; Arconic Corp; 02139; Wechsler

KLOPP, WILLIAM; Conestoga View Nursing LP; 02146; Wenke

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION; Shawn Jamal Eason; 02148; Szilagyi

BRENNAN, RONNIE, HABOWSKI, PHILLIP; John Huber/Tanager & Co LLC; 02164

ATTA, TEKEDRA TERALE; Edward Domino III; 02193; Love

ARNOLD, HOLLY, BURKE, JOHN, WEIDNER, WILLIAM, DOUGHTY, PAUL, FARR, PHILLIP, BENNETT, LORI, ECKERT, PAULA, FRANKO, ANDREW, GOBLE, LAURA, PREBOLA, WILLIAM; George-Andrew Yuhas; 02203

POLVERINI, ANTONIO G., POLVERINI, JUDITH L.; Borough of Adamstown; 02208; Hess

LEVASSEUR, IVAN; Pennsylvania National Mutual Casualty Company; 02211; Brenner

Noel Coward Jr; 02212

LOOSE, JAMIE L., LOOSE, CRAIG A.; PNC Bank National Association; 02226; Helbling

GIORGIO TRANSPORT INC, EMERITT, JOSHUA; Liberty Mutual-Safeco Insurance Company; 02228; Tsarouhis

HALLIER, NICOLE L.; Peter Kwiat; 02229; Millman

SMITH, DWIGHT, STEWARDSHIP BUSINESS PLN; Michael G.

Schmitt, 02232; French CARTEGENA, SHAMANAIEL; State Farm Mutual Automobile Insurance Co; 02246; Aaron

OFFICE OF ATTORNEY GENERAL; Angus Arcades LLC; 02254; McMahon

SCHANNAUER, CYNTHIA, LIEBL, GENEVIEVE; Genesis Rodriguez; 02275; Srogoncik

ALVARADO FINANCIAL SERVICES LLC, PAULA, DESTINY; Choice Money Transfer Inc; 02289; Wechsler

COMMONWEALTH OF PENNSYLVANIA; Cristian

Velazquez-Carrasco; 02306; Cody GUZMAN, VALERIE; Kevin Kann; 02307