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Chester County Law Reporter

(USPS 102-900)

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Thomas et al. v. Alexaki et al.

Summary judgment – Legal standards – Breach of contract – Fraud in the inducement – Gist of the action

1. In order to prevail on a motion for summary judgment, the party seeking summary judgment must show that the record is clear, no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law.
2. In analyzing a summary judgment motion for a contract, the fundamental rule is to determine and give effect to the intention of the parties.
3. The intent of the parties is contained in the express language of the contract and should be determined without reference to extrinsic evidence unless a term is ambiguous or susceptible of more than one reasonable interpretation.
4. The parties to a contract are bound by their agreements regardless of their individual understanding of the terms.
5. The important difference between contract and tort claims is that the latter lie from the breach of duties imposed as a matter of social policy while the former lie from the breach of duties imposed by mutual consensus. In other words, a claim should be limited to a contract claim when the parties' obligations are defined by the terms of the contracts, and not by the larger social policies embodied by the law of torts.
6. The gist of the action doctrine bars tort claims: (a) arising solely from a contract between the parties; (b) where the duties allegedly breached were created and grounded in the contract itself; (c) where the liability stems from a contract; or (d) where the tort claim essentially duplicates a breach of contract claim or the success of which is wholly dependent on the terms of a contract.
7. The gist of the action doctrine applies to fraud in the inducement claims.
8. When prior fraudulent oral misrepresentations are alleged regarding a subject that was specifically dealt with in a written contract, the party alleging such representations must, under the parol evidence rule, also aver that the representations were fraudulently or by accident or mistake omitted from the integrated written contract.
9. The Court *Held* defendant's motion for summary judgment was granted.

P.McK.

C.C.P. Chester County, Civil Action – Law, No. 2021-04217-CT; Edwin J. Thomas and Anne M. Thomas v. Ryan Alexaki, Rachel Alexaki and Craft Custom Homes, LLC.

Lida L. Bonner and Neil M. Hilkert for plaintiffs
Edward J. Greene for defendant Ryan Alexaki
Binder, J., June 22, 2023:-

EDWIN J. THOMAS and ANNE M.
THOMAS

Plaintiffs

vs.

RYAN J. ALEXAKI, RACHAEL ALEXAKI,
and CRAFT CUSTOM HOMES, LLC.,
Defendants

IN THE COURT OF COMMON PLEAS
CHESTER COUNTY, PENNSYLVANIA

NO. 2021-04217-CT

CIVIL ACTION – LAW

ORDER

AND NOW, this 22nd day of June, 2023, upon consideration of the Motion for Summary Judgment filed by Defendant Ryan Alexaki¹ on November 22, 2022 and the Motion for Summary Judgment² filed by Plaintiffs on December 22, 2022, any responses thereto, and oral argument on May 15, 2023, it is hereby **ORDERED** that Summary Judgment is **GRANTED** in favor of Defendant on all counts.

BY THE COURT:

/s/ **BRET M. BINDER, J.**

¹ Originally, Plaintiffs filed against Defendants Ryan and Rachel Alexaki as well as Craft Custom Homes, LLC. On September 20, 2021, the Honorable Mark Tunnell sustained preliminary objections of the original Defendants as to Plaintiff's claims against original Defendants Rachel Alexaki and Craft Custom Homes, LLC. Namely, Judge Tunnell found that the Complaint did not allege any cause of action against Defendants Rachel Alexaki or Craft Custom Homes as they were not parties to the 2018 Agreement of Sale at issue (and Craft Custom Homes, LLC was only signatory to the 2017 Agreement of Sale that had been superseded by the 2018 Agreement of Sale). Plaintiffs never filed an amended Complaint and, as such, the only remaining Defendant is Ryan Alexaki.

² The full title is the Response of Plaintiffs, Edwin J. & Anne M. Thomas, H/W, in Opposition to Defendant's, Ryan J. Alexaki, Motion for Summary Judgment with Cross Motion for Summary Judgment as to Breach of Contract and Fraud in the Inducement. For simplicity's sake, it will be called Plaintiffs' Motion for Summary Judgment.

MEMORANDUM**I. PROCEDURAL BACKGROUND AND FINDINGS OF FACT**

This case arises out of an agreement for sale of real estate – namely, vacant land on Swedesford Road in Malvern, Pennsylvania with Tax ID Number 43-09-0010 (the “Property”). Plaintiffs Edwin and Anne Thomas entered into an agreement of sale dated April 19, 2018 (the “Agreement of Sale”) and addendum dated on or about April 23, 2018 (the “Addendum”) with Defendant Ryan Alexaki (collectively, the Agreement of Sale and Addendum are the “AOS” or “Agreement”).³ That AOS provided for certain additional payments to be made in the event the Property sold within a given time period for more than a certain amount.

By way of background, in the summer of 2017, Eric Biletta, a realtor, approached Plaintiffs about selling the Property, which was not listed for sale at the time. Biletta represented Defendant previously in real estate deals and was a high school classmate of Defendant and represented his father in multiple deals. As a result of the contact from Biletta, Plaintiffs entered into the original agreement of sale on or about July 5, 2017 with Craft Custom Homes, LLC (Craft). The 2017 Agreement of Sale provided that Craft would purchase the Property for \$175,000.00. Settlement would not take place until up to ten months after the signing of the 2017 Agreement of Sale so that Craft could perform certain investigations. Moreover, the 2017 Agreement of Sale provided that if Craft built a home on the Property and sold it for more than \$750,000.00, then Craft would pay Plaintiffs 25% of the sale price in excess of that amount less Realtor’s commission and transfer tax fees.

Defendant Ryan Alexaki and his wife Rachel decided during the due diligence period that they would like to build a new home and that the Property would be a good fit for them. Accordingly, Defendant requested Plaintiffs modify the 2017 Agreement of Sale to change the buyer from Craft to the Defendant personally. By April 23, 2018, Plaintiffs and Defendant had signed the collective agreement of sale and addendum, collectively the “AOS.” The purchase price was increased to \$200,000.00 and had a stipulation that if a home was built on the Property and sold within two years of settlement with Plaintiffs for more than \$850,000.00 then Defendant would pay 25% of the sales price over that amount less Realtor’s commission and transfer tax fees.

Settlement pursuant to the AOS occurred on May 30, 2018. A mortgage was recorded listing Defendant and his wife Rachel Alexaki. The mortgage stated that Defendant and Rachel Alexaki agreed to use the property as their principal place of residence within sixty (60) days of the date of the Mortgage and to live at the Property for no less than one (1) year from the date of the Mortgage. However, Defendant and Rachel did not move into the Property and on January 21, 2019, less than eight (8) months after settlement, Defendant and Rachel listed the Property for sale as vacant land for \$400,000.00. Thereafter, on or about February 27, 2019, Defendant and

³ The Agreement of Sale itself is dated April 19, 2018 and the Addendum is dated “April __, 2018” and signed by Defendant on April 19 and by Plaintiffs on April 23.

Rachel modified their mortgage. On January 10, 2020, the Property was listed for sale as a new construction home with various agents and at various selling prices.⁴ This original listing date was within two (2) years of the date of settlement with Plaintiffs on May 30, 2018.

Despite being listed for sale in January of 2020, the Property did not actually sell again until March 10, 2021 – at which point unrelated third parties purchased the Property for \$1,149,646.00. Ultimately, Plaintiffs filed a complaint alleging: breach of contract (Count I); violations of the Pennsylvania Unfair Trade Practice and Consumer Protection Law, 73 P.S. § 201-1 et seq. (UTPCPL) (Count II); unjust enrichment (Count III);⁵ and fraud in the inducement (Count IV). Presently, both sides ask for Summary Judgment although Plaintiffs limit their cross-motion to the Breach of Contract and Fraud in the Inducement counts.

II. ANALYSIS

In order to prevail on a motion for summary judgment, the party seeking summary judgment must show that the record is clear, no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law. Pa.R.Civ.P. 1035.2; Sevast v. Kakouras, 915 A.2d 1147 (Pa. 2007); Laich v. Bracey, 776 A.2d 1022 (Pa. Cmwlth. 2001); Swords v. Harleysville Ins. Companies, 883 A.2d 562 (Pa. 2005).

A. BREACH OF CONTRACT

In analyzing a summary judgment motion for a contract, the fundamental rule is to determine and give effect to the intention of the parties. Lower Federick Township v. Clemmer, 543 A.2d 502 (Pa. 1988). Moreover, the intent of the parties is contained in the express language of the contract and should be determined without reference to extrinsic evidence unless a term is ambiguous or susceptible of more than one reasonable interpretation. Amerikohl Mining v. Mount Pleasant Tp., 727 A.2d 1179, 1182 (Pa. Cmwlth. 1999) (quoting Krizovensky v. Krizovensky, 624 A.2d 638, 642 (Pa. Super. 1993), appeal denied, 637 A.2d 287 (Pa. 1993)). Moreover, the parties to a contract are bound by their agreements regardless of their individual understanding of the terms. Nicholas v. Hofmann, 158 A.3d 675, 693 (Pa. Super. 2017).

The crux of the issue here is the specific language in the AOS. That language provides:

In the event the Buyer sells the Property within two (2) years of the Settlement Date of this Property Buyer agrees

⁴ As alleged, the prices were \$1,199,999.00 in January of 2020 increasing to \$1,224,999.00 in April of 2020 and reducing to \$1,174,000.00 in September of 2020 and further reducing to \$1,149,646.00 in December of 2020.

⁵ Plaintiffs conceded at oral argument that the unjust enrichment count is inapplicable given that there is no dispute that a contract exists. As such, this court has treated Count III as withdrawn.

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to pay Seller twenty-five (25%) percent of the base sale price of the home built on the Property in excess of Eight Hundred Fifty Thousand dollars (\$850,000.00), less the realtor's commission and transfer tax applied to the 25% payment. This compensation will be paid to the Settler at Settlement of the home built or to be built on the Property[.]

April 2, 2018 Addendum to Agreement of Sale, lines 19-24.

Plaintiffs argues that the sale means the date the property is listed for sale originally and that is the trigger point for the additional payment becoming due. Defendant argues for the commonly accepted use of the term sale, which means an actual closing or settlement.

This court finds the language is clear and unambiguous. The sale of the Property must have occurred within two years of the settlement date between Plaintiffs and Defendant. Here, in order for Plaintiffs to be entitled to the additional payment, Defendant would have had to resell the Property prior to May 30, 2020. The property was not sold until March 10, 2021 – almost ten months beyond the deadline. The plain language of the contract does not state that the additional compensation is due if the Property is listed for sale within two (2) years; rather, it is “[i]n the event the [Defendant] sells the Property.”

Plaintiffs argue that Mr. and Ms. Alexaki stated that they would live in the home for two years and that was the motivation for the Addendum. However, the AOS contained an integration clause:

All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale.

2018 Agreement of Sale, ¶ 26(A).

The Addendum to the AOS further states that “This Agreement of Sale supersedes and replaces all prior agreements by and between Ryan Alexaki, Craft Custom Homes, LLC and Edwin J. Thomas and Anne M. Thomas.” 4/23/2018 Addendum, lines 31-32.⁶ It further provides that “All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.” *Id.* at line 37.

The integration clause and Addendum above expressly precludes any additional promises or conditions that are not found in the AOS itself. That AOS is silent as to

⁶ The parties agree the 2018 AOS is controlling and this court will not review or incorporate the 2017 Agreement that was expressly superseded.

any requirement for the Alexakis to live in the Property. Moreover, it is unclear how the breach of any promise to live in the Property would materially affect the temporal condition on the additional payment to Plaintiffs in the event of resale. In any event, as discussed further below, integration clauses are generally respected and upheld and this court is bound to enforce the plain language of the terms of the contract.

Accordingly, summary judgment is granted to Defendant on Count I – Breach of Contract.

B. FRAUD IN THE INDUCEMENT

Plaintiffs allege a claim for fraud in the inducement. Defendant argues that any such claim is barred by the gist of the action doctrine and the integration clause generally. Accordingly, the analysis starts with the nature of the claim for fraud in the inducement and whether it arises out of contractual terms or a social duty.

As stated by the Pennsylvania Superior Court:

The important difference between contract and tort claims is that the latter lie from the breach of duties imposed as a matter of social policy while the former lie from the breach of duties imposed by mutual consensus. In other words, **a claim should be limited to a contract claim when the parties' obligations are defined by the terms of the contracts**, and not by the larger social policies embodied by the law of torts.

Hart v. Arnold, 884 A.2d 316, 339-40 (Pa.Super. 2005) (citing Pittsburgh Const. Co. v. Griffith, 834 A.2d 572, 581–82 (Pa.Super.2003), appeal denied, 852 A.2d 313 (Pa. 2004) (quoting eToll, Inc. v. Elias/Savion Advertising, Inc., 811 A.2d 10, 14 (Pa. Super.2002)) (internal citations omitted) (emphasis added)).

Etoll is a leading case on gist of the action and held:

[P]ersuasive authority interpreting Pennsylvania law has restated the gist of the action doctrine in a number of similar ways. These courts have held that the doctrine bars tort claims: (1) arising solely from a contract between the parties; (2) where the duties allegedly breached were created and grounded in the contract itself; (3) where the liability stems from a contract; or (4) where the tort claim essentially duplicates a breach of contract claim or the success of which is wholly dependent on the terms of a contract.

Etoll, 811 A.2d at 19 (internal marks omitted).

This has been applied to fraud-in-the-inducement claims. Hart, *supra*; Blumenstock v. Gibson, 811 A.2d 1029 (Pa.Super. 2003), appeal denied 88 A.2d 349 (Pa. 2003). The Hart court provided the reasoning behind the application of the gist of the action doctrine to fraud-in-the-inducement claims by opining:

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The rationale for this rule of law is “that a party cannot justifiably rely upon prior oral representations” and then sign a contract containing terms that refute the alleged prior oral representations. Blumenstock, 811 A.2d at 1036. Thus, when “prior fraudulent oral misrepresentations are alleged regarding a subject that was specifically dealt with in a written contract, the party alleging such representations must, under the parol evidence rule, also aver that the representations were fraudulently or by accident or mistake omitted from the integrated written contract.” HCB Contractors v. Liberty Place Hotel Associates, 652 A.2d 1278, 1279 (Pa. 1995). “To require less would make a mockery of the parol evidence rule because all a party would have to do to avoid, modify or nullify [a contract] would be to aver that false representations were ‘fraudulently’ made.” Nicolella v. Palmer, 248 A.2d 20, 23 (Pa. 1968).

Hart, 884 A.2d at 340 (citations modified).

The allegations of Plaintiffs regarding any fraudulent statements about whether Defendant Alexaki and his wife would live in the Property are squarely within the gist of the action doctrine as well as barred by the parol evidence rule due to the integration clause. There is no allegation that the representation was accidentally, mistakenly, or fraudulently omitted from the integrated written contract. Moreover, no social policy is implicated by the allegedly inducing term of Defendant living in the Property. Rather, that is a term that was expressly not incorporated in the Agreement and disavowed as to it being a condition by virtue of the integration clause. Accordingly, summary judgment is granted to Defendant on Count IV.

C. UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

Plaintiffs additionally allege a violation of the Unfair Trade Practices and Consumer Protection Law (UTPCPL), 73 P.S. § 201-1 *et seq.* Plaintiffs’ complaint filed June 10, 2021 alleges that the Defendant violated the UTPCPL by virtue of misrepresenting that he would pay Plaintiffs 25% of the sale price in excess of \$850,000.00. Complaint, ¶¶ 62-63. That is an express provision of the contract and the only dispute is whether or not the two year condition for the payment was triggered when the Property was listed for sale but not sold until well after the two year provision. As such, this claim is fully barred by the gist of the action doctrine pursuant to the analysis above. See also Yocca v. Pittsburgh Steeler’s Sports, Inc., 854 A.2d 425 (Pa. 2004) (dismissing a complaint including claims of negligent misrepresentation and violations of the UTPCPL because the alleged misrepresentations were barred by the integration clause and gist of the action doctrine). Accordingly, summary judgment for Defendant is granted on Count II.

III. CONCLUSION

Accordingly, for the reasons set forth above this court will enter an order granting summary judgment in favor of Defendant.

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Chester County Court of Common Pleas

Orphans' Court Division

CALL OF THE AUDIT LIST

THE HONORABLE NICOLE R. FORZATO COURTROOM 18

WEDNESDAY, SEPTEMBER 06, 2023 09:00 AM

HAYM SALOMON MEMORIAL PARK, INC.

1510-1707

CALL OF THE AUDIT LIST

SEVENTH AND INTERIM ACCOUNT

CHRISTOPHER C. POPPER

HAYM SALOMON MEMORIAL PARK, INC.,
TRUSTEE

HELEN P. MORGAN

1520-1364

CALL OF THE AUDIT LIST

REVISED FIRST AND FINAL ACCOUNTING OF JOINT ACCOUNT

LEE R. ALLMAN

WSFS BANK, PLENARY GUARDIAN OF
ESTATE

THEODORE S. MORGAN

1520-1365

CALL OF THE AUDIT LIST

REVISED FIRST AND FINAL ACCOUNTING OF JOINT ACCOUNT

LEE R. ALLMAN

WSFS BANK, PLENARY GUARDIAN OF
ESTATE

JOHN WILLIAM EMRICH

1521-0787

CALL OF THE AUDIT LIST

FIRST AND FINAL ACCOUNT

MARILYN SEIDE MITCHELL

JOHNNA A. RICE, EXECUTOR

NOTICES

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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. 2023-05722-NC

NOTICE IS HEREBY GIVEN that the name change petition of Rahul Parimal and Anubhuti Gupta on behalf of minor child Adhiraj Parimal was filed in the above-named court and will be heard on Monday, October 2, 2023 at 2:00:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Friday, August 11, 2023

Name to be changed from: Adhiraj Parimal to:

Adhiraj Gupta Parimal

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. 2023-05291-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Meghan Alice Demollari was filed in the above-named court and will be heard on Monday, October 30, 2023 at 2:00:00 PM, in Courtroom 17 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Friday, July 28, 2023

Name to be changed from: Meghan Alice Demollari to: Meghan Alice Mimini

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. 2023-05723-NC

NOTICE IS HEREBY GIVEN that the name change petition of Rahul Parimal and Anubhuti Gupta on behalf of minor child Ahana Parimal was filed in the above-named court and will be heard on Monday, October 2, 2023 at 2:00:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Friday, August 11, 2023

Name to be changed from: Ahana Parimal to: Ahana Gupta Parimal

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. 2023-04439-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Keila Hernandez-Sullivan on behalf of minor child Carolina Rivas-Hernandez was filed in the above-named court and will be heard on Monday, September 25, 2023 at 2:00:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Friday, June 23, 2023

Name to be changed from: Carolina Rivas-Hernandez to: Carolina Hernandez

CORPORATION NOTICE

NOTICE IS HEREBY GIVEN THAT Articles of Incorporation were filed with and approved by the Department of State of the Commonwealth of Pennsylvania on the Sunday, January 1, 2023, effective Sunday, January 1, 2023 for Downingtown Bike Shop LLC in accordance with the provisions of the Pennsylvania Business Corporation Law of 1988.

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

BRADY, William Patrick, a/k/a William P. Brady late of East Goshen Township. Michael P. Brady, Mark D. Brady and Edwin R. Boynton, care of EDWIN R. BOYNTON, Esquire, 30 Valley Stream Parkway, Malvern, PA 19355, Executors. EDWIN R. BOYNTON, Esquire, Stradley Ronon Stevens & Young, LLP, 30 Valley Stream Parkway, Malvern, PA 19355, atty.

CASTORANI, Christine M., late of East Brandywine Township. Erminio Braidotti, care of TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, Executor. TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, atty.

COCKERHAM, Gilbert S., late of West Whiteland Township. Larry M. Miles, care of CARRIE A. S. KENNEDY, Esquire, 171 W. Lancaster Ave., Paoli, PA 19301-1775, Executor. CARRIE A. S. KENNEDY, Esquire, Connor, Weber & Oberlies, 171 W. Lancaster Ave., Paoli, PA 19301-1775, atty.

COONEY, Theresa F., late of East Vincent Township. Michael J. Cooney, 109 Andrea Lane, Spring City, pa 19475, care of KATIE M. CLEMM, Esquire, 488 Norristown Road, Suite 140, Blue Bell, PA 19422, Administrator. KATIE M. CLEMM, Esquire, Clemm and Associates, LLC, 488 Norristown Road, Suite 140, Blue Bell, PA 19422, atty.

DeHAVEN, Verna G., late of Malvern Borough. Randy G. DeHaven, 40 Malvern Avenue, Malvern, PA 19355, care of ANTHONY D. GIANNASCOLI, Esquire, 460 Creamery Way, Suite 109, Exton, PA 19341, Executor. ANTHONY D. GIANNASCOLI, Esquire, Lamb McErlane, P.C., 460 Creamery Way, Suite 109, Exton, PA 19341, atty.

DORSANEO, Rose A. a/k/a Rose D. Haskell, late of East Whiteland Township. Kelly D. Mullen, care of COURTNEY A. WIGGINS, Esquire, PO Box 3169, West Chester, PA 19381, Executrix. COURTNEY A. WIGGINS, Esquire, Clarion Law, LLC, PO Box 3169, West Chester, PA 19381, atty.

DOUTS, William C., late of West Vincent Township. Shirley M. Puccino, care of CYNTHIA J.

RAYMOND, Esquire, 1255 Drummers Ln., Ste. 105, Wayne, PA 19087, Executrix. CYNTHIA J. RAYMOND, Esquire, 1255 Drummers Ln., Ste. 105, Wayne, PA 19087, atty.

GREDZINSKI, Lillian Anastasia, a/k/a Lillian A. Gredzinski, late of West Brandywine Township. Kimberly A. Gredzinski, 27 Andover Road, Glenmoore, PA 19343, care of WILLIAM T. KEEN, Esquire, 3460 Lincoln Highway, Thorndale, PA 19372, Executrix. WILLIAM T. KEEN, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

HERCER, Edmund Robert, late of Tredyffrin Township. Julie Gropp, 3602 Columbia Court Way, Newtown Square, PA 19073, Executrix.

JOYNER, Mildred C., a/k/a Mildred Carter Joyner, late of East Goshen Township. J. Curtis Joyner, care of LOUIS N. TETI, Esquire, P.O. Box 660, West Chester, PA 19381-0660, Executor. LOUIS N. TETI, Esquire, MacElree Harvey, LTD., P.O. Box 660, West Chester, PA 19381-0660, atty.

KELLY, Fay A., late of Borough of Oxford. Andrea Kelly, 4821 Homeville Road, Cochranville, PA 19330, care of JEFF P. BRYMAN, Esquire, 225 Wilmington West Chester Pike, Suite 200, West Chester, PA 19382-8713, Administrator C.T.A.. JEFF P. BRYMAN, Esquire, Law Offices of Pyle & Bryman, 225 Wilmington West Chester Pike, Suite 200, West Chester, PA 19382-8713, atty.

LEVAN, Jason Todd, late of West Caln Township. Melissa B. Levan, 678 Telegraph Rd., Coatesville, PA 19320, care of JOHN A. KOURY, JR., Esquire, 41 E. High St., Pottstown, PA 19464, Executrix. JOHN A. KOURY, JR., Esquire, OWM Law, 41 E. High St., Pottstown, PA 19464, atty.

LYONS, Regina M, late of West Brandywine Township. Colleen Williams, care of CARRIE A. S. KENNEDY, Esquire, 171 W. Lancaster Ave., Paoli, PA 19301-1775, Executrix. CARRIE A. S. KENNEDY, Esquire, Connor, Weber & Oberlies, 171 W. Lancaster Ave., Paoli, PA 19301-1775, atty.

McKELLAR, Katherine, late of New Garden Township. Kathryn M. Barto, care of DONALD B. LYNN, JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Executrix. DONALD B. LYNN, JR., Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

MORRISON, Roberta H., late of Malvern. Paul G. Morrison, 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.

REED, Clarence R., a/k/a Clarnece Raymond Reed, late of Tredyffrin Township. Susan R. Skiba, care of MICHAEL C. McBRATNIE, Esquire, P.O. Box 673, Exton, PA 19341, Executrix. MICHAEL C. McBRATNIE, Esquire, Fox Rothschild LLP, P.O. Box 673, Exton, PA 19341, atty.

WIEGERT, Albert R., late of Warwick Township. Susan Davis Wiegert, 371 Trythall Rd., Elverson, PA 19520, care of KENNETH C. RUSSELL, Esquire, 3500 Reading Way, Huntingdon Valley, PA 19006, Administratrix. KENNETH C. RUSSELL, Esquire, Russell Law, P.C., 3500 Reading Way, Huntingdon Valley, PA 19006, atty.

WOOD, Joan C., late of East Goshen Township. John P. Wood, care of MARILYN SEIDE MITCHELL, Esquire, 200 Eagle Rd., Ste. 106, Wayne, PA 19087, Executor. MARILYN SEIDE MITCHELL, Esquire, Herr, Potts & Potts, 200 Eagle Rd., Ste. 106, Wayne, PA 19087, atty.

2nd Publication

BARR, Irene M., late of East Goshen Township. Paul V. Barr, 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.

BAUER, Elizabeth S., late of Tredyffrin Township. Douglas B. Bauer, 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, PC, 300 W. State St., Ste. 300, Media, PA 19063, atty.

BENHAM, Clifford B., late of West Grove. Nickolas Williams, 45804 Horsehead Rd., Great Mills, MD 20634, Executor.

BRANCALEONI JR., Joseph R., late of Schuylkill Township. Gloria Pufko, 315 Reitnour Road, Spring City, PA 19475, care of GARY P. LEWIS, Esquire, 372 N. Lewis Road, PO Box 575, Royersford, PA 19468, Executrix. GARY P. LEWIS, Esquire, Lewis & McIntosh, LLC, 372 N. Lewis Road, PO Box 575, Royersford, PA 19468, atty.

BURNETT, Doris A., late of Schuylkill Township. Michelle Field, 34 Henredon Dr., Phoenixville, PA 19460, care of REBECCA A. HOBBS, Esquire, 41 E. High St., Pottstown, PA 19464, Executrix.

REBECCA A. HOBBS, Esquire, OWM LAW, 41 E. High St., Pottstown, PA 19464, atty.

CAMPBELL, Richard D., late of Willistown Township. Dacia A. Williams, 381 Saylor's Mill Rd., Spring City, PA 19475, John C. Campbell, 2343 Chester Springs Rd., Chester Springs, PA 19425, and Leslie A. Campbell, 3287 Hickory Fork Rd., Gloucester, VA 23061, care of LOUIS N. TETI, Esquire, 17 W. Miner St., West Chester, PA 19382, Executors. LOUIS N. TETI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

CARLIN, Helen L., late of West Chester Borough. James A. Angelucci, 2781 Sienna Lakes Circle, #2406, Naples, FL 34109, care of ANITA M. D'AMICO, Esquire, 65 S. Third St., Oxford, PA 19363, Executor. ANITA M. D'AMICO, Esquire, D'Amico Law, 65 S. Third St., Oxford, PA 19363, atty.

DONAHUE, Cornelius D., late of Phoenixville. Edward P. Donahue, 325 Marshall Street, Phoenixville, PA 19460, Executor.

DONNELLY, Margaret M., a/k/a Margaret Donnelly, late of East Marlborough Township. Karen Bradley, care of NICHOLAS W. STATHES, Esquire, 899 Cassatt Rd., Ste. 320, Berwyn, PA 19312, Executrix. NICHOLAS W. STATHES, Esquire, Toscani, Stathes & Zoeller, LLC, 899 Cassatt Rd., Ste. 320, Berwyn, PA 19312, atty.

FREDERICK, Evelyn W., late of East Pikeland. Lynne D. Frederick, 227 E. Broad St., Malvern, PA 19335, Executrix.

FREDERICK, William J., late of East Pikeland. Lynne D. Frederick, 227 E. Broad St., Malvern, PA 19335, Executrix.

GASCOYNE, Dennis Charles, late of Malvern. Ellen R. Brewer, 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.

HAMER, Patricia L., late of West Whiteland Township. Lynne Hamer, care of ELLIOTT GOLDBERG, Esquire, 1231 Lancaster Avenue, Berwyn, PA 19312, Executrix. ELLIOTT GOLDBERG, Esquire, 1231 Lancaster Avenue, Berwyn, PA 19312, atty.

HUTZ, Elizabeth M., late of Kennett Township. Rudolf E. Hutz, care of TRISHA W. HALL, Esquire, 1201 N. Market St., 20th Fl., Wilmington, DE 19801, Executor. TRISHA W. HALL, Esquire, Connolly Gallagher LLP, 1201 N. Market St., 20th Fl., Wilmington, DE 19801, atty.

INGHAM, Doris Geraldine, late of East Pikeland Township, Phoenixville, PA. Vern Ingham, 26 Richard Lee Lane, Phoenixville, PA 19460, Executor.

JOHNSON, Gregory Alan, late of Nottingham. Grace Katherine Johnson, 103 Midland Drive, Oxford, PA 19363, Personal Representative.

KALINOSKI, Joseph N, a/k/a Joseph Nicholas Kalinoski, late of Lower Oxford Township. Bernadette Furia, 815 Bowman Avenue, Wynnewood, PA 19096, care of MICHAEL SANGEMINO, Esquire, 224 East Street Road, Suite B2E, Kennett Square, PA 19348, Administratrix. MICHAEL SANGEMINO, Esquire, 224 East Street Road, Suite B2E, Kennett Square, PA 19348, atty.

KELLY, James D., late of West Goshen Township. Maureen A. Ostien, 390 Waterloo Blvd., Ste. 210, Exton, PA 19341 and James Joseph Kelly, 50 Narragansett Ln., East Fallowfield, PA 19320, care of MAUREEN A. OSTIEN, Esquire, 390 Waterloo Blvd., Ste. 210, Exton, PA 19341, Executors. MAUREEN A. OSTIEN, Esquire, Lubker Ostein Law LLC, 390 Waterloo Blvd., Ste. 210, Exton, PA 19341, atty.

KOMMER, Patricia S., late of Willistown Township. Peter E. Moore, care of PETER E. MOORE, Esquire, 589 Skippack Pike, Suite 300, Blue Bell, PA 19422, Executor. PETER E. MOORE, Esquire, Narducci Moore Fleisher Roeberg & Wolfe LLP, 589 Skippack Pike, Suite 300, Blue Bell, PA 19422, atty.

LANTZ, Anna E., a/k/a Anna E. Fisher, late of Honey Brook Township. John F. Lantz and Eli S. Stoltzfus, care of LINDA KLING, Esquire, 131 W. Main Street, New Holland, PA 17557, Executors. LINDA KLING, Esquire, Kling, Deibler & Glick, LLP, 131 W. Main Street, New Holland, PA 17557, atty.

LUCA, Suzanne Cola, late of West Pikeland Township. Shane Clark, 1249 Kulp Road, Pottstown, PA 19465, care of JOSEPH P. DIGIORGIO, Esquire, 1800 E. Lancaster Ave., Paoli, PA 19301, Administrator. JOSEPH P. DIGIORGIO, Esquire, Platt, DiGiorgio & DiFabio, 1800 E. Lancaster Ave., Paoli, PA 19301, atty.

McNAMEE, Francis J., a/k/a Francis McNamee, late of Uwchlan Township. Christie Anne McNamee and Theresa A. Cattani, care of GUY F. MATTHEWS, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Executrices. GUY F. MATTHEWS, Esquire, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, PC, 300 W. State St., Ste. 300, Media, PA 19063, atty.

PERKINS, Lucy Lea, late of West Whiteland Township. Wilma Jean Gilbert, 3000 Clarcona Rd., Unit 2105, Apopka, FL 32703, care of JOSEPH A. BELLINGHERI, Esquire, 17 W. Miner St., West Chester, PA 19382, Administratrix. JOSEPH A. BELLINGHERI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

PRICE, Kathryn K., late of Westtown Township. Kelly V. Huffman, 38 Cherryfield Dr., West Hartford, CT 06107, care of ERIN E. McQUIGGAN, Esquire, 30 S. 17th St., 5th Fl., Philadelphia, PA 19103, Executrix. ERIN E. McQUIGGAN, Esquire, Duane Morris LLP, 30 S. 17th St., 5th Fl., Philadelphia, PA 19103, atty.

RUSZKAY, Istvan, late of West Bradford Township. Stephen J. Ruzskay, 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.

3rd Publication

BAKER, Beatrix, late of Downingtown. Patrick Baker, 340 Washington Avenue, Downingtown, PA 19335, Executor.

BENDER, Peter J., late of Tredyffrin Township. Christine E. Bender, care of M. HOWARD VIGDERMAN, Esquire, 1735 Market St., 21st Fl., Philadelphia, PA 19103, Executrix. M. HOWARD VIGDERMAN, Esquire, Montgomery McCracken Walker & Rhoads LLP, 1735 Market St., 21st Fl., Philadelphia, PA 19103, atty.

BICKEL, Anita E., late of East Coventry Township. Robert G. Bickel, Jr., 245 Rosedale Drive, Pottstown, PA 19464, care of GARY P. LEWIS, Esquire, 372 N. Lewis Road, POB 575, Royersford, PA 19468, Executor. GARY P. LEWIS, Esquire, Lewis & McIntosh, LLC, 372 N. Lewis Road, POB 575, Royersford, PA 19468, atty.

CARR, Richard B., a/k/a Richard Carr, late of East Fallowfield Township. Ruth A. Carr, 100 Kathleen Drive, East Fallowfield, PA 19320, care of ANITA FULWILER O'MEARA, Esquire, P. O. Box 209, Unionville, PA 19375, Executrix. ANITA FULWILER O'MEARA, Esquire, The O'Meara Law Firm, PC, P. O. Box 209, Unionville, PA 19375, atty.

CRUSE, Joanne S., a/k/a Joanne Sharpless Cruse, late of West Marlborough Township. Eileen C. O'Dell and William K. Cruse, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348,

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

DAVIDSON, JR., William E., late of Phoenixville Borough. John K. Davidson, 129 Skymeadow Ln., Leola, PA 17540, care of ROBERT M. SLUTSKY, Esquire, 600 W. Germantown Pike, Ste. 400, Plymouth Meeting, PA 19462, Administrator. ROBERT M. SLUTSKY, Esquire, Slutsky Elder Law, 600 W. Germantown Pike, Ste. 400, Plymouth Meeting, PA 19462, atty.

DiLABBIO, Harry J., late of Malvern. Charles V. DiLabbio, 48 Hershey Lane, Parkesburg, PA 19355, care of STEPHANIE MORRIS, Esquire, PO Box 734, West Chester, PA 19380, Executor. STEPHANIE MORRIS, Esquire, Law Office of Stephanie Morris, PO Box 734, West Chester, PA 19380, atty.

DiSANTE, James J., late of Downingtown Borough. Lorraine F. DiSante, 304 Church St., Downingtown, PA 19335, care of MARITA M. HUTCHINSON, Esquire, 122 S. Church St., West Chester, PA 19382, Administratrix. MARITA M. HUTCHINSON, Esquire, Wetzels, Gagliardi, Fetter, LLC, 122 S. Church St., West Chester, PA 19382, atty.

ECKERT, Rosemary D., late of East Goshen Township. Michael Dowler, 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.

ECKMAN, Jesse, a/k/a Jesse H. Eckman, Sr., late of City of Coatesville. Tammy L. Eckman, 100 Cedar Knoll Road, Coatesville, PA 19320, care of WILLIAM T. KEEN, Esquire, 3460 Lincoln Highway, Thorndale, PA 19372, Administratrix. WILLIAM T. KEEN, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

FOBIA, Joyce E., late of East Vincent Township. Tracey J. Fobia, 1414 East Meadowbrook Road, Pottstown, PA 19465, care of GARY P. LEWIS, Esquire, 372 N. Lewis Road, POB 575, Royersford, PA 19468, Executor. GARY P. LEWIS, Esquire, Lewis & McIntosh, LLC, 372 N. Lewis Road, POB 575, Royersford, PA 19468, atty.

FULLER, Nancy Tatnall, late of Penn Township. Pamela Dorr Fuller and Charlotte M. Fuller, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executors. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

GAUTREAU, Robert G., late of Phoenixville. David R. Gautreau and Robert K. Gautreau, care of DAVID M. FREES, III, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executors. DAVID M. FREES, III, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

GIUNTA, Patrick A., late of Charlestown Township. Loretta K. Watson, care of ANTHONY MORRIS, Esquire, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, Executrix. ANTHONY MORRIS, Esquire, Buckley Brion McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, atty.

JENSEN, Richard Jordan, late of East Marlborough Township. Deborah Ann Jensen, care of DONALD B. LYNN, JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Executrix. DONALD B. LYNN, JR., Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

KEHLER, JR., Raymond D., a/k/a Raymond D. Kehler, late of Elverson, Warwick Township. Tanya Lynn Lerch, care of MARY C. CROCKER, Esquire, 1296 East High Street, Pottstown, PA 19464, Executrix. MARY C. CROCKER, Esquire, 1296 East High Street, Pottstown, PA 19464, atty.

KENNEDY, Rosemarie L., a/k/a Rosemarie Kennedy, late of East Marlborough Township. Christopher M. Kennedy, care of SALLY A. FARRELL, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. SALLY A. FARRELL, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

MICCARIELLO, Loretta Ann, late of Phoenixville. Dana Graziano, 4304 Eland Downe, Phoenixville, PA 19460, care of SUZANNE BENDER, Esquire, 216 Bridge Street, Phoenixville, PA 19460, Executor. SUZANNE BENDER, Esquire, 216 Bridge Street, Phoenixville, PA 19460, atty.

MILLER, Janet K., late of Honey Brook Township. George J. Miller, Jr., care of PATRICK A. DEIBLER, Esquire, 131 W. Main Street, New Holland, PA 17557, Executor. PATRICK A. DEIBLER, Esquire, Kling, Deibler & Glick, LLP, 131 W. Main Street, New Holland, PA 17557, atty.

MULLER, Martha A., late of West Goshen Township. H. William Muller, Jr., care of JOHN F. McINTYRE, JR., Esquire, P.O. Box 102, West Chester, PA 19381, Executor. JOHN F. McINTYRE, JR., Esquire, P.O. Box 102, West Chester, PA 19381, atty.

NANKERVIS, Anita L., late of Easttown Township. Patricia A. Rhubottom, 1104 James Ln., Berwyn, PA 19312, care of ERIN E. McQUIGGAN, Esquire, 30 S. 17th St., 5th Fl., Philadelphia, PA 19103, Executor. ERIN E. McQUIGGAN, Esquire, Duane Morris LLP, 30 S. 17th St., 5th Fl., Philadelphia, PA 19103, atty.

PAUKOVITS, Theresia, late of Phoenixville/Schuylkill. Mary Ann Silvestri, 333 Drummers Lane, Phoenixville, PA 19460, Executrix.

QUIN, Richard O., late of Lower Oxford Township. John E. Quin, 24159 Caldwell Circle, Lewes, DE 19958-5392, care of ELIZABETH T. STEFANIDE, Esquire, 339 W. Baltimore Avenue, Media, PA 19063, Executor. ELIZABETH T. STEFANIDE, Esquire, Law Office of Elizabeth T. Stefanide Esquire, 339 W. Baltimore Avenue, Media, PA 19063, atty.

RAMUNNO, Lawrence A., late of Pennsbury Township. Lorraine M Ramunno, care of DANA M. BRESLIN, Esquire, 3305 Edgmont Ave, Brookhaven, PA 19015, Administratrix. DANA M. BRESLIN, Esquire, Breslin Murphy Roberts, P.C., 3305 Edgmont Ave, Brookhaven, PA 19015, atty.

RENNINGER, Gladys Mae, late of West Whiteland Township. Rhonda Mae Gomez, care of JOHN A. WETZEL, Esquire, 122 S. Church St., West Chester, PA 19382, Executrix. JOHN A. WETZEL, Esquire, Wetzel Gagliardi Fetter & Lavin LLC, 122 S. Church St., West Chester, PA 19382, atty.

ROHRBOUGH, Andrew Kent, late of Uwchlan Township. Emmett Rohrbough, 51 Pine St., Royersford, PA 19468, care of NICOLAS F. METER, Esquire, 1401 E. High St., Pottstown, PA 19464, Administrator. NICOLAS F. METER, Esquire, Meter Law Offices, LLC, 1401 E. High St., Pottstown, PA 19464, atty.

TOTH, SR., Andrew Charles, late of East Fallowfield Township. Patricia Urban and Teresa Angelo, care of PATRICK A. DEIBLER, Esquire, 131 W. Main Street, New Holland, PA 17557, Administrators. PATRICK A. DEIBLER, Esquire, Kling, Deibler & Glick, LLP, 131 W. Main Street, New Holland, PA 17557, atty.

TURNER, Katherine W., late of Kennett Township. William J. Turner, IV, 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.

WHITE, Ann M., late of West Goshen Township. Joann M. Mercer, 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.

WILLIS, James H., late of West Goshen Township. Susan W. Pino, 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.

YEATMAN, John A., late of Pennsbury Township. Henry C. Pautler and Ann Y. McAbee, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executors. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

YUNGER, Theresa, late of Honey Brook Township. Shirley Jemison, care of LUCY F. DOWD, Esquire, 342 N. Queen Street Rear, Lancaster, PA 17603, Executor. LUCY F. DOWD, Esquire, Lucy Dowd Law LLC, 342 N. Queen Street Rear, Lancaster, PA 17603, atty.

ZELINA, Doris Ann, a/k/a Doris Ann Robertson, late of East Caln Township. Michelle A. Yard, 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.

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

Compass Equine and Supply, with its principal place of business at 2804 Compass Rd, Honey Brook, PA 19344. The application has been (or will be) filed on: Tuesday, August 8, 2023. The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Stevie Lapp, 2804 Compass Rd, Honey Brook, PA 19344.

1st Publication of 3

TRUST NOTICE

Trust Estate of Nancy W. Parlee, deceased, late of West Nantmeal Township, Chester County, Pennsylvania. All persons having claims or demands against the Trust Estate of Nancy W. Parlee are requested to make known the same and all persons indebted to said decedent are requested to make payment without delay to:
Fred B. Parlee, Trustee
206 Isabella Road,
Elverson, PA 19520

Attorney:
KATHLEEN K. GOOD, Esquire
Keen Keen & Good, LLC
3460 Lincoln Highway
Thorndale, PA 19372

1st Publication of 3

TRUST NOTICE

HARVEY C. WALTZ, SR., TRUST DATED JULY 1, 1980
LAURA H. WALTZ, Deceased, Initial Trustee
Late of East Caln Township, 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 LOIS H. BARKER, TRUSTEE, c/o Louis N. Teti, Esq., P.O. Box 660, West Chester, PA 19381-0660,
Or to her Attorney:
LOUIS N. TETI
MacELREE HARVEY, LTD.
P.O. Box 660
West Chester, PA 19381-0660

1st Publication of 2

NOTICE OF HEARING

Notice is hereby given that the Court of Common Pleas of Chester County shall hold a hearing on September 6, 2023, at 3:15 PM in Court Room 12, Chester County Justice Center, 201 West Market Street, West Chester, PA, on the Petition for Appointment of School Police Officer for the Coatesville Area School District upon the Motion

of T. Maxwell O’Keefe, Esquire, counsel for the Coatesville Area School District.

2nd Publication of 3

TRUST NOTICE

THE MICHAEL A. KRISTULA AND HARRIET C. KRISTULA TRUST AGREEMENT DATED JUNE 29, 2005, AS RESTATED IN ITS ENTIRETY ON JULY 1, 2019
HARRIET C. KRISTULA, Deceased
Late of Penn Township, 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 MICHAELA A. KRISTULA, TRUSTEE, c/o Louis N. Teti, Esq., 17 W. Miner St., West Chester, PA 19382,

Or to her Attorney:
LOUIS N. TETI
MacELREE HARVEY, LTD.
17 W. Miner St.
West Chester, PA 19382

2nd Publication of 3

NOTICE

IN THE COURT OF COMMON PLEAS OF CHESTER COUNTY; No. 2022-09928-RC. Wilmington Savings Fund Society, Plaintiff vs. Timothy Tansey, possible heir of Charles M. Tansey, Deceased and Dolores D. Tansey, Deceased, Charlotte Wisneski, possible heir of Charles M. Tansey, Deceased and Dolores D. Tansey, Deceased, and Charles M. Tansey, individually and all unknown heirs, successors and assigns and all persons, firms, or associations claiming right, title or interest from or under Charles M. Tansey, Deceased and Dolores D. Tansey, Deceased and Dolores D. Tansey, Deceased, Defendants.
Notice of Action in Mortgage Foreclosure
TO: Timothy Tansey, possible heir of Charles M. Tansey, Deceased and Dolores D. Tansey, Deceased, Charles M. Tansey, individually and all unknown heirs, successors and assigns and all persons, firms, or associations claiming right, title or interest from or under Charles M. Tansey, Deceased and Dolores

D. Tansey, individually and all unknown heirs, successors and assigns and all persons, firms, or associations claiming right, title or interest from or under Dolores D. Tansey, Deceased
Premises subject to foreclosure: 421 Concord Avenue, Exton, PA 19341.

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 within twenty days of this publication. 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. Chester County Bar Association, Lawyer Referral Service, 15 West Gay Street, West Chester, PA 19380. Weber Gallagher, Attorney for Plaintiff, 2000 Market Street, 13th Floor, Philadelphia, PA 19103, (267) 295-3364.
