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Chester County Law Reporter

(USPS 102-900)

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Butterworth vs. Daphne Howard, et al.

Pre-judgment interest

1. Pre-judgment interest can be due under the following two scenarios: (a) if the breach consists of a failure to pay a definite sum in money, interest is recoverable from the time for performance on the amount due less all deductions to which the party in breach is entitled; or (b) in any other case, such interest may be allowed as justice requires on the amount that would have been just compensation had it been paid when performance was due.
2. Under the first option, a party is not chargeable with interest on a sum unless its amount is fixed by the contract or he could have determined its amount with reasonable certainty so that he could have made a proper tender.
3. The sum due is sufficiently definite if it is ascertainable from the terms of the contract.
4. Before awarding pre-judgment interest, the court must identify the nature of the breach.
5. The justification for an award of pre-judgment interest is that because the defendant knew or at least could have learned the amount of his debt, he should have tendered that amount to the plaintiff.
6. Failing to tender the money deprives the plaintiff of the use of that amount from the date of the breach to the date of the satisfaction of the judgment.
7. Where the amount due and owing is not sufficiently definite, prejudgment interest is awardable at the discretion of the trial court.
8. The court must consider whether the fault for nonpayment rests with the defendant or the plaintiff.
9. Pre-judgment interest is not the rule, but the exception and may be allowed only as necessary to ensure that in the particular circumstances of the case, the plaintiff has been fully compensated.
10. The complaint alleged a breach of contract via an oral agreement establishing a partnership or, alternately, an oral agreement to share revenue. The jury found in favor of Plaintiff on the latter claim. Plaintiff filed a motion seeking this Court to mold the jury verdict to include pre-judgment interest dating from the alleged breach of contract through the date of verdict. Under the breach of an agreement to share revenue theory, Plaintiff's expert stated that the amounts due to Plaintiff were \$128,456.00, not the \$102,000.00 the jury found as the amount due and owing. Given that Plaintiff herself could not ascertain the monies found to be owed, this Court declines to state that Defendants knew a fixed ascertainable amount at the time of the breach. In this case, the sum was uncertain and no proper tender could be made. Plaintiff rejected Defendants' tender of 67% of the sum ultimately found to be owing. Justice does not require pre-judgment interest. The Court *Held* Plaintiff's Motion to Mold the Verdict to Include Pre-Judgment Interest was denied.

C.C.P., Chester County, Pennsylvania, Civil Action No. 2019-02018; Susan
Butterworth v. Daphne Howard and Direct Link Marketing LLC

Joseph C. Crawford for Plaintiff

Gerald E. Burns for Defendants

Binder, J., November 13, 2023:-

[72 Ches. Co. Rep. **Butterworth vs. Daphne Howard, et al.**

SUSAN BUTTERWORTH

Plaintiff

vs.

DAPHNE HOWARD and DIRECT
LINK MARKETING LLC

Defendants

IN THE COURT OF COMMON PLEAS
CHESTER COUNTY, PENNSYLVANIA

NO. 2019-02018-TT

CIVIL ACTION – LAW

ORDER and MEMORANDUM

AND NOW, this 13th day of November, 2023, upon consideration of Plaintiff Susan Butterworth's Motion to Mold the Verdict to Include Pre-Judgment Interest filed July 27, 2023, Defendants' response thereto, and oral argument on October 24, 2023, for the reasons set forth in the accompanying Memorandum it is hereby **ORDERED** that the Motion is **DENIED**.

BY THE COURT:

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

MEMORANDUM

Plaintiff moves this court to mold the jury verdict entered in her favor in the amount of \$102,000.00 to include pre-judgment interest dating from the alleged breach of contract, May 14, 2019, through the date of verdict on July 21, 2023. For the reasons that follow, this court denies the Motion.

As brief background, Plaintiff filed a complaint against Direct Link Marketing, LLC (DLM) and Daphne Howard (collectively, “Defendants”) for breach of contract via an oral agreement establishing a partnership or, alternately, an oral agreement to share revenue. The jury ultimately found in favor of Defendants on the claim of a partnership but in favor of Plaintiff on the claim for breach of an oral contract to share revenue.

Pennsylvania has adopted the Restatement (Second) of Contracts, § 354 with respect to pre-judgment interest. Cresci Const. Servs., Inc. v. Martin, 64 A.3d 254 (Pa. Super. 2013); see also Fernandez v. Levin, 548 A.2d 1191 (Pa. 1988) (adopting Section 354). The Restatement provides two scenarios in which pre-judgment interest is due:

- (1) If the breach consists of a failure to pay a definite sum in money . . . interest is recoverable from the time for performance on the amount due less all deductions to which the party in breach is entitled.
- (2) In any other case, such interest may be allowed as justice requires on the amount that would have been just compensation had it been paid when performance was due.

Restatement (Second) of Contracts § 354.

Turning first to subsection (1), the question hinges on whether or not a definite sum of money was due. The comment to Section 354 clarifies that pursuant to “[s]ubsection (1), a party is not chargeable with interest on a sum unless its amount is fixed by the contract **or he could have determined its amount with reasonable certainty so that he could have made a proper tender.** . . . The sum due is sufficiently definite if it is ascertainable from the terms of the contract[.]” Id. at comment c (emphasis added). Accordingly, “before awarding prejudgment interest, the court must identify the nature of the breach.” Cresci, supra, 64 A.3d at 258.

In Frank B. Bozzo, Inc. v. Electric Weld Div. of Fort Pitt Div. of Spang Industries, Inc., 498 A.2d 895, 898 (Pa. Super. 1985), the Superior Court laid out the rationale for awarding pre-judgment interest: “The justification for an award of prejudgment interest is that because the defendant knew or at least could have learned the amount of his debt, he should have tendered that amount to the plaintiff.” The Bozzo Court further reasoned that failing to tender the money “deprive[s] the plaintiff of the use of that amount from the date of the breach to the date of the satisfaction of the judgment.” Id.; see also Cresci, supra, 64 A.3d at 263-64 (quoting Bozzo).

[72 Ches. Co. Rep. **Butterworth vs. Daphne Howard, et al.**

Presently, a dispute exists regarding the jury award of \$102,000.00 for breach of contract. Specifically, whether or not the amount was a definite sum of money that was ascertainable from the terms of the contract. Here, there is no written contract to examine; however, the jury, over the course of a five-day trial, were presented extensive evidence and testimony regarding the historical share of revenues as well as the underlying financial data. Moreover, experts for each party laid out their review of the tax returns of the parties. Ultimately, the jury found that there was a contract and that the sum due was \$102,000.00.

Interestingly, and of note here, Plaintiff's expert (under the ultimately prevailing theory of a breach of an agreement to share revenue) stated that the amounts due to Plaintiff were \$128,456.00. At no point did Plaintiff or her experts claim that \$102,000.00 was the amount due and owing. Given that Plaintiff herself could not ascertain the monies found to be owed, this court declines to state that Defendants knew at the time of the breach a fixed ascertainable amount. See Restatement (Second) of Contracts §354 cmt. C ("a [defendant] is not chargeable with interest on a sum unless its amount is fixed by the contract or he could have determined its amount with reasonable certainty so that he could have made a proper tender."). See also Davis v. Borough of Montrose, 194 A.3d 597, 614 (Pa.Super. 2018) (opining that pre-judgment interest must be recovered as of right only if, inter alia, the "defendant commits a breach of contract to pay a definite sum of money."). Here, the sum was uncertain and no proper tender could be made. As discussed further below, Defendants in fact made a tender of 67% of the sum ultimately found to be owing in an effort to determine the amount due – Plaintiff's calculations were approximately 26% higher than the amount awarded. The evidence at trial made clear that Plaintiff was paid variable amounts with variable expenses deducted both with and without her knowledge. Neither party properly estimated or could ascertain the amounts due and in fact, both missed the jury's determination by 26-33%. Given this lack of certainty, Plaintiff is not entitled to prejudgment interest on the full \$102,000.00 as a matter of right pursuant to Section 354(1) as no sufficiently definite amount was due and owing.

This court now turns its attention to subsection (2) of Section 354 to determine if "justice requires [interest] on the amount that would have been just compensation had it been paid when performance was due." Restatement (Second) of Contracts §354(2). In particular, "[w]here the amount due and owing is not sufficiently definite, prejudgment interest is awardable at the discretion of the trial court." Century Indemnity Company v. OneBeacon Insurance Company, 173 A.3d 784 (Pa.Super. 2017) (citing Ely v. Susquehanna Aquacultures, Inc., 130 A.3d 6, 15 (Pa.Super. 2015)). Although the full \$102,000.00 could not be readily determined from the agreement between the parties, could some portion be determined as due and owing? Does justice require payment of some pre-judgment interest?

In this case, matters are complicated by a payment attempted by Defendants. Specifically, this court at trial admitted into evidence a letter sent on May 14, 2019 by Defendants' counsel to Plaintiff's counsel including a check for \$68,391.70 representing Plaintiff's "share of revenue received by [DLM] since December 28, 2018, for work performed prior to that date[.]" Exhibit P-109 (5/14/19 Letter). The

letter further detailed the accounts to which monies were being paid. Plaintiff testified she did not cash the check and argues that to do so would have exposed her to a claim that Defendants had paid in full satisfaction of amounts owed. This court notes that the 5/14/19 Letter does not include any language concerning the payment to be in satisfaction of any claim or lawsuit or that retaining the funds would be deemed as full accord and satisfaction.¹

This court finds that Defendants were aware and could ascertain that at least \$68,391.70 was due under Defendants' interpretation of the agreement for revenue sharing found by the jury. However, this court will not impose pre-judgment interest when Plaintiff received a check for that amount relatively soon after Defendants received payments from the individual accounts cited in P-109. See also USI Ins. Servs. Nat'l Inc. v. Frieman, 273 A.3d 1039 (Pa.Super. 2022) (“[T]he court must consider whether the fault for nonpayment rests with the defendant or the plaintiff.”). Here, Plaintiff rejected the \$68,391.70 payment and the fault for non-payment of this amount rests with her. As such, justice does not require pre-judgment interest on this amount.

Taking the jury award of \$102,000.00 less the \$68,391.70 ascertained by Defendants and proffered, leaves \$33,608.30. This court has discretion in awarding pre-judgment interest pursuant to Section 354(2); however, such discretion is limited to where justice requires it. The Pennsylvania Superior Court has noted that pre-judgment interest “is not the rule, but the exception and may be allowed only ‘as necessary to ensure that in the particular circumstances of the case, the plaintiff has been fully compensated.’” Helpin v. Trustees of University of Pennsylvania, 969 A.2d 601, 620 (Pa.Super. 2009) (quoting Bozzo, supra, 498 A.2d at 899).

Presently, this court finds: (1) the amount of damages claimed were, at best, difficult to determine; (2) Defendants issued a payment greater than two-thirds of the ultimate amount found to be owing; (3) Plaintiff could not accurately determine the amount due; and (4) Plaintiff caused much of the delay in receiving an ultimate judgment due to a substitution of counsel in July of 2022 and a request for continuance of a date certain trial scheduled for March 20, 2023. Justice does not dictate pre-judgment interest on the \$33,608.30 found to be owed by the jury in addition to Defendants' previously calculated and proffered \$68,391.70.

Accordingly, for the reasons set forth above this court will enter an order denying Plaintiff Susan Butterworth's Motion to Mold the Verdict to Include Pre-Judgment Interest filed July 27, 2023.

¹ It was on this basis that this court determined this letter within P-109 did not warrant exclusion pursuant to Pa.R.E. 408 (precluding offers of compromise and negotiation) as nothing within the letter itself suggested it was motivated by or in furtherance of a settlement. Rather, it was payment of funds as calculated by Defendants as due and owing pursuant to Plaintiff's interpretation of their agreement that Plaintiff should be paid on revenues attributable to her time working with DLM but post-dating her 12/28/2019 separation from DLM. This court did exclude the response letter referencing the lawsuit (at that point merely a writ of summons) and dispute between the parties. It is further noted by this court that Plaintiff offered P-109 at trial on the basis that it was not a Rule 408 settlement offer and cannot now argue that it was a settlement attempt that should not be considered a genuine proffer of funds by Defendants to Plaintiff.

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NOTICES

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

LAW NO. 2023-27718

NOTICE IS HEREBY GIVEN that the name change petition of Robert Ashone Eugene Hoskins was filed in the above-named court and will be heard on Wednesday, May 22, 2024 at 10:30:00 AM, in Courtroom 13 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Friday, December 22, 2023

Name to be changed from: Robert Ashone Eugene Hoskins to: Shonni Saoshyant Tsubaki Enishi
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

SYM Anesthesia Co. has been incorporated under the provisions of Chapter 29 of the Pennsylvania Business Corporation law of 1988 as a Professional Corporation, as amended.
John A. Novello, Esquire
221 North Olive Street
Media, PA 19063

DISSOLUTION NOTICE

NOTICE is hereby given to all creditors and claimants of AGS INTERNATIONAL FORWARDERS, INC., a Pennsylvania business corporation, that the shareholders and Board of Directors have approved

a proposal that the corporation dissolve voluntarily and the Board of Directors is now engaged in winding up and settling the affairs of the corporation so that its corporate existence will end, pursuant to the filing of Articles of Dissolution with the Pennsylvania Corporation Bureau pursuant to 15 Pa. C.S.A. Section 5975.

EDWARD M. FOLEY, Esq.
BRUTSCHER FOLEY MILLINER LAND & KELLY, LLP
213 E. State St.
Kennett Square, PA 19348

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

BAUGH, Pauline S., late of Tredyffrin Township. Gregory G. Alexander, care of KATHERINE F. THACKRAY, Esquire, 1880 JFK Blvd., Ste. 1740, Philadelphia, PA 19103, Executor. KATHERINE F. THACKRAY, Esquire, Alexander & Pelli, LLC, 1880 JFK Blvd., Ste. 1740, Philadelphia, PA 19103, atty.

BELT, Donald R., late of Marlborough Township. David R. Mountain, care of KENNETH R. WERNER, Esquire, 230 West Miner Street, West Chester, PA 19382-2924, Executor. KENNETH R. WERNER, Esquire, Werner & Wood, 230 West Miner Street, West Chester, PA 19382-2924, atty.

BITLER, James Evans, a/k/a James E. Bitler, late of Warwick Township. Michael S. Bitler, 168 S. Pleasant View Rd., Pottstown, PA 19464, care of NICOLAS F. METER, Esquire, 1401 E. High St., Pottstown, PA 19464, Executor. NICOLAS F. METER, Esquire, Meter Law Offices, LLC, 1401 E. High St., Pottstown, PA 19464, atty.

BRADLEY, Abby S., a/k/a Abby Smith Bradley and Abby Bradley, late of Malvern Borough. Michael John Bradley, II, care of DANIEL F. MONAHAN, Esquire, 535 N Church St., Suite 170, West Chester, PA 19380, Executor. DANIEL F. MONAHAN, Esquire, Brandywine Estate and Elder Law, 535 N Church St., Suite 170, West Chester, PA 19380, atty.

BRANDENBERGER, Elizabeth D., late of West Nottingham Township. Daniel M. Brandenberger,

153 Richland Rd., Carlisle, PA 17015, care of STACEY WILLITS McCONNELL, Esquire, 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, Executor. STACEY WILLITS McCONNELL, Esquire, Lamb McErlane, PC, 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, atty.

CHIUSANO, Philip Anthony, a/k/a Philip A. Chi-usano, late of East Goshen Township. Eric Steingruebener, care of COURTNEY E. DOLAWAY, Esquire, 1810 Chapel Ave. W., Cherry Hill, NJ 08002, Executor. COURTNEY E. DOLAWAY, Esquire, Flaster Greenberg PC, 1810 Chapel Ave. W., Cherry Hill, NJ 08002, atty.

EMERSON, Gail, late of West Fallowfield Township. Aaron James Coen, 34 Harris Circle, Newark, DE 19711, care of ANITA M. D'AMICO, Esquire, 65 S. Third St., Oxford, PA 19363, Executor. ANITA M. D'AMICO, Esquire, D'Amico Law P.C., 65 S. Third St., Oxford, PA 19363, atty.

FREZZO, JR., Emidio John, a/k/a Emidio Frezzo, Jr., late of West Grove Borough. Barbara M. Frezzo, 249 Azalea Ln., West Grove, PA 19390, care of WILLIAM H. LUNGER, Esquire, 2751 Centerville Rd., Ste. 401, Wilmington, DE 19808, Executrix. WILLIAM H. LUNGER, Esquire, McCollom D'Emilio Smith Uebler LLC, 2751 Centerville Rd., Ste. 401, Wilmington, DE 19808, atty.

GALLAGHER, Lillie May, late of West Brandywine Township. Tracy G. Barnes, 19 Towamencin Ave., Hatfield, PA, 19440, care of STEPHANIE P. KALOGREDIS, Esquire, 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, Executrix. STEPHANIE P. KALOGREDIS, Esquire, Lamb McErlane, PC, 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, atty.

HOFFMAN, Joan E., a/k/a Joan Hoffman, late of New Garden Twp.. Scott D. Hoffman, 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.

HUGHES, Jay Hannon, a/k/a Jay H. Hughes, late of London Britain Township. Rayma Hughes, 20 Morgan Hollow Way, Landenberg, PA 19350, care of TARA S. HERSH, Esquire, 2751 Centerville Rd., Ste. 401, Wilmington, DE 19808, Executrix. TARA S. HERSH, Esquire, McCollom D'Emilio Smith Uebler LLC, 2751 Centerville Rd., Ste. 401, Wilmington, DE 19808, atty.

KEIHM, Dorothy D., late of Penn Township. Charles A. Cole, care of L. PETER TEMPLE, Es-

quire, 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.

LOFLAND, Claire P., late of West Whiteland Township. Gregory Daniel Lofland, care of MATTHEW L. CONLEY, Esquire, 300 North Pottstown Pike, Suite 220, Exton, PA 19341, Executor. MATTHEW L. CONLEY, Esquire, Conley Law Practice, LLC, 300 North Pottstown Pike, Suite 220, Exton, PA 19341, atty.

MILLER, George F., late of Downingtown Borough. Charlotte Dildine, care of LOUIS N. TETI, Esquire, 17 W. Miner St., P.O. Box 660, West Chester, PA 19381-0660, Executrix. LOUIS N. TETI, Esquire, MacElree Harvey LTD., 17 W. Miner St., P.O. Box 660, West Chester, PA 19381-0660, atty.

MORSE, Thomas R., a/k/a Thomas Richard Morse, late of West Pikeland Township. Jan E. Morse, care of MICHAEL A. BRESLOW, Esquire, 1001 Conshohocken State Rd., Ste. 1-300, West Conshohocken, PA 19428, Executrix. MICHAEL A. BRESLOW, Esquire, Heckscher, Teillon, Terrill & Sager, P.C., 1001 Conshohocken State Rd., Ste. 1-300, West Conshohocken, PA 19428, atty.

MOTION, Gordon Arthur, late of Caln Township. Elaine F. Merhar, care of W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, Executrix. W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, atty.

MOYER, SR., Charles R., a/k/a Charles R. Moyer, late of Pottstown, North Coventry Township. Ronald M. Moyer, care of MARY C. CROCKER, Esquire, 1296 East High Street, Pottstown, PA 19464, Executor. MARY C. CROCKER, Esquire, 1296 East High Street, Pottstown, PA 19464, atty.

MUZII, Sharon E., late of Coatesville. Janet A. Huyett, 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.

SCHOLL, Donald B., late of West Chester. Christopher H. Scholl, care of W. PETER BARNES, Esquire, 218 West Miner Street, West Chester, PA 19382, Executor. W. PETER BARNES, Esquire, Klein, Head, Barnes & Wood, LLP, 218 West Miner Street, West Chester, PA 19382, atty.

SHERMAN, Virginia M., a/k/a Virginia Sherman,

late of East Coventry Township. Cynthia M. Weidner, care of DAVID L. ALLEBACH, JR., Esquire, 1129 East High Street, P. O. Box 776, Pottstown, PA 19464-0776, Executrix. DAVID L. ALLEBACH, JR., Esquire, Yergey.Daylor.Allebach.Scheffey.Picardi, 1129 East High Street, P. O. Box 776, Pottstown, PA 19464-0776, atty.

VAN SCHOONEVELD, Glenn R., late of East Goshen Township. G. Robert Van Schooneveld, Jr., 10 Millcreek Lane, Malvern, PA 19355, care of JANICE FALINI, Esquire, 21 W. Washington St., Suite C, West Chester, PA 19380, Executor. JANICE FALINI, Esquire, Falini Law Office, LLC, 21 W. Washington St., Suite C, West Chester, PA 19380, atty.

VAUGHN, Rogers W., late of West Chester, East Goshen Township. Scott Fainor, 3050 Fairfield Drive, Allentown, PA 18103, care of JAMES J. GALLAGHER, II, Esquire, PO Box 2306, Wilmington, DE 19899-2306, Executor. JAMES J. GALLAGHER, II, Esquire, Morris James LLP, PO Box 2306, Wilmington, DE 19899-2306, atty.

WEBSTER, James Lee, late of West Whiteland Township. Jill Colella, care of TOM MOHR, Esquire, 301 W. Market St., West Chester, PA 19382, Executrix. TOM MOHR, Esquire, 301 W. Market St., West Chester, PA 19382, atty.

WESTERVELT, Joyce Carolyn, a/k/a Joy Westervelt, late of Spring City. Chera H. Hart, 46 Williams Way, Spring City, PA 19475, Executrix.

2nd Publication

ALEXANDER, Laura J., late of West Goshen Twp. Allen R. Feinberg, 1306 Mary Jane Lane, West Chester, PA 19380, Executor.

ANDERSON, Sharon C., a/k/a Sharon Anderson, late of East Nottingham. James M. Anderson, IV, 653 Chestnut Street, Emmaus, PA 18049, care of ROBERT B. ROTH, Esquire, 123 North 5th Street, Allentown, PA 18102, Executor. ROBERT B. ROTH, Esquire, The Roth Law Firm, 123 North 5th Street, Allentown, PA 18102, atty.

CIUFFETELLI, Augustine T., late of West Whiteland Township. Susan M. Ciuffetelli, 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.

COFFIN, Judith J., late of East Pikeland Township. Andrew T. Coffin, care of STEPHEN P. TAYLOR, Esquire, 1235 Westlakes Dr., Ste. 295, Berwyn, PA 19312, Executor. STEPHEN P. TAYLOR,

Esquire, Laman Law, LLC, 1235 Westlakes Dr., Ste. 295, Berwyn, PA 19312, atty.

COLL, Jane F., a/k/a Jane G. Coll, Jane Glascott Coll and Jane Glascott, late of West Goshen Township. Eileen Dargay and John Coll, Jr., care of CARRIE A. S. KENNEDY, Esquire, 171 W. Lancaster Ave., Paoli, PA 19301, Executors. CARRIE A. S. KENNEDY, Esquire, Connor, Weber & Oberlies, 171 W. Lancaster Ave., Paoli, PA 19301, atty.

COMBS, Ruthann C., late of Downingtown Borough. Robert W. Combs, 2318 Poplar Street, Narvon, PA 17555, care of KATHLEEN K. GOOD, Esquire, 3460 Lincoln Highway, Thorndale, PA 19372, Executor. KATHLEEN K. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

DALESSIO, Steven W., late of Oxford. Nichole Cardarople, 814 Slate Hill Drive, Oxford, PA 19363, care of KAREN E. EICHMAN, Esquire, 8 Federal Road, Suite 3, West Grove, PA 19390, Personal Representative. KAREN E. EICHMAN, Esquire, Eichman Law, PLLC, 8 Federal Road, Suite 3, West Grove, PA 19390, atty.

DeNARDO, Linda Ann, late of Thornbury Township. Christopher A. DeNardo, care of JAMES J. RUGGIERO, JR., Esquire, 16 Industrial Blvd., Ste. 211, Paoli, PA 19301, Executor. JAMES J. RUGGIERO, JR., Esquire, Ruggiero Law Offices LLC, 16 Industrial Blvd., Ste. 211, Paoli, PA 19301, atty.

DICKEY, Kenneth Rae, a/k/a Kenneth R. Dickey, late of West Brandywine Township. Catherine M. Swartz, 269 Spring Run Ln., Downingtown, PA 19335, care of MICHAEL C. McBRATNIE, Esquire, P.O. Box 673, Exton, PA 19341-0673, Executrix. MICHAEL C. McBRATNIE, Esquire, Fox Rothschild LLP, P.O. Box 673, Exton, PA 19341-0673, atty.

DUNN, JR., George A., a/k/a George A. Dunn, late of Chester Springs. Barbara D. Mueller, 1026 Jaine Lane, Chester Springs, PA 19425, care of ALLAN B. GREENWOOD, Esquire, 941 Pottstown Pike, Suite 200, Chester Springs, PA 19425, Executrix. ALLAN B. GREENWOOD, Esquire, Siana Law, LLP, 941 Pottstown Pike, Suite 200, Chester Springs, PA 19425, atty.

FALCONE, Antonio, a/k/a Anthony L. Falcone, Sr., and Anthony Falcone, late of Tredyffrin Township. Anthony L. Falcone, Jr., 400 Saint Davids Rd., Wayne, PA 19087, and Loretta P. Falcone, 433 Stewart Dr., Mountain View, CA 94043, care of REBECCA A. HOBBS, Esquire, 41 E. High St., Pottstown, PA 19464, Executors. REBECCA A. HOBBS, Esquire, OWM Law, 41 E. High St., Pottstown, PA

19464, atty.

FIGURELLI, Joan P., late of West Bradford Township. Marsha Hodge, 1580 Sundance Drive, West Chester, PA 19380, and Jeffrey A. Figurelli, 116 Vista Drive, Wilton, CT 06897, care of WILLIAM T. KEEN, Esquire, 3460 Lincoln Highway, Thorndale, PA 19372, Executors. WILLIAM T. KEEN, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

FRECH, Randall R., late of Spring City Borough. Deborah Frech, 309 Walnut St., Spring City, PA 19475, care of TIMOTHY G. DALY, Esquire, 630 Freedom Business Center Dr., 3rd Fl., King of Prussia, PA 19406, Administratrix. TIMOTHY G. DALY, Esquire, Daly and Clemente, 630 Freedom Business Center Dr., 3rd Fl., King of Prussia, PA 19406, atty.

HAMSON, SR., Kenneth D., late of Township of West Fallowfield. Dwayne S. Hamson, care of JAMES R. CLARK, Esquire, 277 Millwood Road, Lancaster, PA 17603, Executor. JAMES R. CLARK, Esquire, Law Office of James Clark, 277 Millwood Road, Lancaster, PA 17603, atty.

HEACOCK, Richard, late of West Grove. Peggy Hayden, 244 Baltimore Pike, Unit 417, Glen Mills, PA 19342, Executrix.

HOLAK, Sophie Timoschuk, a/k/a Sophie T. Holak, Sophia T. Holak and Sophie Holak, late of Uwchlan Township. Susan L. Holak, 1402 Watchung Avenue, Plainfield, NJ 07060-3109, care of MICHAEL C. McBRATNIE, Esquire, P.O. Box 673, Exton, PA 19341-0673, Executrix. MICHAEL C. McBRATNIE, Esquire, Fox Rothschild LLP, P.O. Box 673, Exton, PA 19341-0673, atty.

LADREW, Phyllis, late of Coatesville. Christine Hansel, 102 Morris Road, Coatesville, PA 19320, care of CHARLES W. PROCTOR, III, Esquire, 1450 E. Boot Rd., Building 400D, West Chester, Pa 19380, Executrix. CHARLES W. PROCTOR, III, Esquire, PLA Associates PC, 1450 E. Boot Rd., Building 400D, West Chester, Pa 19380, atty.

LEHNER, Joseph, late of Caln Township. Rudolph Lehner, care of THOMAS E. WYLER, Esquire, 22 East Third Street, Media, PA 19063, Executor. THOMAS E. WYLER, Esquire, Falzone & Wyler LLC, 22 East Third Street, Media, PA 19063, atty.

MILLER, George Vaughn, a/k/a Vaughn G. Miller and Vaughn Miller, late of East Brandywine Township. Kimberly Sapper, 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.

NICHOLAS, Joseph J., late of West Whiteland Township. Suzanne N. Dobson, care of ANDREW H. DOHAN, Esquire, 460 E. King Rd., Malvern, PA 19355-3049, Executrix. ANDREW H. DOHAN, Esquire, Wisler Pearlstine, LLP, 460 E. King Rd., Malvern, PA 19355-3049, atty.

POPOVICH, Helen M., a/k/a Helen Popovich, late of City of Coatesville. Frank W. Popovich, Jr., 102 Slate Ridge Road, Coatesville, PA 19320, care of GORDON W. GOOD, Esquire, 3460 Lincoln Highway, Thorndale, PA 19372, Executor. GORDON W. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

PORTER, Mary R., a/k/a Mary Robinson, late of Kennett Township. Richard E. Beam, PO Box 530, Oxford, PA 19363, Executor.

ESTATE NOTICE Letters Testamentary have been granted in the Estate of JANET A. RILEY, late of Coatesville, Chester County, Commonwealth of Pennsylvania (died April 8, 2024). All persons indebted to the Estate are requested to make payments and all those having claims or demands are to present same, without delay to Ann Balthis, Executrix of the Estate, 17 Evans Drive, Newark, DE 19711.

ROTHE, Arthur W., a/k/a Arthur Walter Rothe and Arthur Rothe, late of Uwchlan Township. Robert McFarland, care of SUSAN G. CAUGHLAN, Esquire, 2686 Overhill Drive, Center Point, PA 19403-4822, Executor. SUSAN G. CAUGHLAN, Esquire, 2686 Overhill Drive, Center Point, PA 19403-4822, atty.

SHANER, JR., Claude F., a/k/a Claude Jacob Franklin Shaner, Jr., late of Warwick Township. Claudia McCalicher, 804 Madison Street, Birdsboro, PA 19508, and Claude Allen Shaner, 509 Perry Street, Reading, PA 19601, care of ROBIN S. LEVENGOOD, Esquire, 213 East Lancaster Avenue, Suite One, Shillington, PA 19607, Executors. ROBIN S. LEVENGOOD, Esquire, Huckabee, Weiler & Levengood, P.C., 213 East Lancaster Avenue, Suite One, Shillington, PA 19607, atty.

SOUCY, Robert, late of Malvern. Michael McBride, 10 Vernon Lane, Malvern, PA, 19355, Executor.

STAHL, Helen L., a/k/a Helen Louise Stahle, late of West Brandywine Township. Paul L. Stahle, care of LISA COMBER HALL, Esquire, 27 S. Darlington St., West Chester, PA 19382, Executor. LISA COMBER HALL, Esquire, Hall Law Offices, PC, 27 S. Darlington St., West Chester, PA 19382, atty.

THOMAS, Caroline R., late of Borough of West Chester. Linda A. Thomas and Christopher H. Thomas, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Co-Executors. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

TIMNEY, III, Harry G., late of East Whiteland Township. Colleen A. Kristiansen, 1010 Arbor Way, Newtown Square, PA 19073, care of KRISTINE F. HUGHEY, Esquire, 22 W. Second St., Media, PA 19063, Executrix. KRISTINE F. HUGHEY, Esquire, Speare and Hughey, 22 W. Second St., Media, PA 19063, atty.

WADE, Betty Jane, late of South Coventry. Barry L. Wade, care of CAROLYN MARCHESANI, Esquire, P.O. Box 444, Pottstown, PA 19464, Executor. CAROLYN MARCHESANI, Esquire, Wolf, Baldwin, & Associates, P.C., P.O. Box 444, Pottstown, PA 19464, atty.

WADSWORTH, Alicia E., a/k/a Alicia Pratt Wadsworth, late of Caln Township. Kaylee Simcik, 3650 St. Lawrence Ave., Reading, PA 19606, care of ROSE KENNEDY, Esquire, 1212 Liggett Ave., Reading, PA 19611, Administratrix. ROSE KENNEDY, Esquire, Curran Estate & Elder Law, PLLC, 1212 Liggett Ave., Reading, PA 19611, atty.

3rd Publication

BEHLER, Helen C., late of Malvern Borough. John A. Behler, care of ANDREW H. DOHAN, Esquire, 460 E. King Rd., Malvern, PA 19355-3049, Executor. ANDREW H. DOHAN, Esquire, Wisler Pearlstine, LLP, 460 E. King Rd., Malvern, PA 19355-3049, atty.

BOWSER, Christopher D., late of Sadsbury Township. Kathleen W. Bowser, 12 Thorndale Place, Thorndale, PA 19372, care of KRISTEN R. MATTHEWS, Esquire, 14 E. Welsh Pool Road, Exton, PA 19341, Administratrix. KRISTEN R. MATTHEWS, Esquire, Kristen Matthews Law, 14 E. Welsh Pool Road, Exton, PA 19341, atty.

BUCK, Elise Caroline, late of West Goshen Township. William Henry Buck, care of ANTHONY MORRIS, Esquire, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, Executor. ANTHONY MORRIS, Esquire, Buckley Brion McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, atty.

CHANNELL, Elizabeth T., late of Upper Uwchlan Township. Richard J. Channell, 203 Red Tail Circle Downingtown, PA 19335, Executor.

FRANZ, Florence Kahmar, late of Pennsbury Township. Wendy E. Fox, 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.

HARTMAN, William Thomas, late of Westtown Township. Rita Ann Essaf, care of RAYMOND J. FALZONE, JR., Esquire, 22 East Third Street, Media, PA 19063, Executrix. RAYMOND J. FALZONE, JR., Esquire, Falzone & Wyler LLC, 22 East Third Street, Media, PA 19063, atty.

JONES, Robert Brodis, late of Valley Township. Frank Jones and Isha Lucas, care of THOMAS G. WOLPERT, Esquire, 527 Main St., Royersford, PA 19468, Executors. THOMAS G. WOLPERT, Esquire, Wolpert Schreiber McDonnell P.C., 527 Main St., Royersford, PA 19468, atty.

JONES, JR., Joseph Louis, a/k/a Joseph L. Jones, Jr., late of West Goshen Township. Jacqueline E. Butcher-Jones, 504 E. Miner St., West Chester, PA 19382, care of KRISTEN R. MATTHEWS, Esquire, 14 E. Welsh Pool Road, Exton, PA 19341, Administratrix. KRISTEN R. MATTHEWS, Esquire, Kristen Matthews Law, 14 E. Welsh Pool Road, Exton, PA 19341, atty.

KENT, SR., Paul James, a/k/a Paul J. Kent, Sr., late of New London Township. Donna K. Marchand, 29 N. Fourth St., Oxford, PA 19363, care of ANITA M. D'AMICO, Esquire, 65 S. Third St., Oxford, PA 19363, Executrix. ANITA M. D'AMICO, Esquire, D'Amico Law, P.C., 65 S. Third St., Oxford, PA 19363, atty.

KIRK, Lawrence, late of Phoenixville. Monica Kirk, 237 Church Street, Phoenixville, PA 19460, Executrix.

LINDSAY, George T., late of Tredyffrin Township. Michael J. Gress, care of STEPHEN D. POTTS, Esquire, Strafford Office Bldg. #2, 200 Eagle Rd., Ste. 106, Wayne, PA 19087-3115, Executor. STEPHEN D. POTTS, Esquire, Herr, Potts & Potts, LLC, Strafford Office Bldg. #2, 200 Eagle Rd., Ste. 106, Wayne, PA 19087-3115, atty.

MAPA, Jean C., late of Birmingham Township. Stephen J. Mapa, Jr., 1188 Hampshire Place, West Chester, PA 19382, care of GARTH G. HOYT, Esquire, 426 W. Lancaster Ave., Ste. 110, Devon, PA 19333, Executor. GARTH G. HOYT, Esquire, McNeese, Wallace & Nurick, LLC, 426 W. Lancaster Ave., Ste. 110, Devon, PA 19333, atty.

PEHL, Christine E., late of Kennett Township.

Gregory M. Cimino, 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.

PETERSEN, James L., late of Pennsbury Township. Pamela W. Slaninko, 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.

PODKOWKA, Beverly, a/k/a Beverly Ann Podkowska, late of Westtown Township. Angela Darlington, care of EDWARD M. FOLEY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executrix. EDWARD M. FOLEY, Esquire, Brutscher, Foley, Milliner, Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

PYLE, Gregg A., late of Kennett Township. Timothy Reinhart, care of NANCY W. PINE, Esquire, 104 S. Church St., West Chester, PA 19382, Executor. NANCY W. PINE, Esquire, Pine & Pine, LLP, 104 S. Church St., West Chester, PA 19382, atty.

ROWLANDS, Muriel E., late of East Coventry Township. Muriel E. Bickhart, 1652 Ellis Woods Rd., Phoenixville, PA 19460, Executor.

SEARS, Peter A., a/k/a Peter Albert Sears, late of East Goshen Township. Kevin Sears, care of MARC H. JAFFE, Esquire, 795 E. Lancaster Ave., Ste. 260, Villanova, PA 19085, Executor. MARC H. JAFFE, Esquire, Fromhold Jaffe Adams & Jun, 795 E. Lancaster Ave., Ste. 260, Villanova, PA 19085, atty.

SHEARER, JR., Charles William, a/k/a C. William Shearer, late of Willistown Township. Linda Pulli, care of LINDA F. BERMAN, Esquire, 630 Freedom Business Center Dr., 3rd Fl., King of Prussia, PA 19406, Executrix. LINDA F. BERMAN, Esquire, 630 Freedom Business Center Dr., 3rd Fl., King of Prussia, PA 19406, atty.

SMITH, Vickie L., late of Oxford. Francis C. Miller, Esquire, 21 W. Washington St, Suite D, West Chester, PA 19380, care of FRANCIS C. MILLER, Esquire, 21 W. Washington St, Suite D, West Chester, PA 19380, Administrator. FRANCIS C. MILLER, Esquire, Miller Law Offices, 21 W. Washington St, Suite D, West Chester, PA 19380, atty.

SPIESS, JR., Kenneth E., late of New London Township. Sasha KS Reimann-Spiess, care of STACEY WILLITS McCONNELL, Esquire, 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, Executrix. STACEY WILLITS McCONNELL, Esquire,

Lamb McErlane, PC, 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, atty.

STEVENSON, Nadine Carol, late of East Vincent Township. Donald R. McCleary, 3115 Main Street, Birdsboro, PA 19508, care of MICHAEL J. RIGHI, Esquire, 3115 Main Street, Birdsboro, PA 19508, Administrator. MICHAEL J. RIGHI, Esquire, Bitler Law, PC, 3115 Main Street, Birdsboro, PA 19508, atty.

WARD, Rina M., late of East Pikeland Township. Mariangela B. Ward, care of DAVID P. BROWN, III, Esquire, 1944 Kimberton Rd., P.O. Box 729, Kimberton, PA 19442, Executrix. DAVID P. BROWN, III, Esquire, 1944 Kimberton Rd., P.O. Box 729, Kimberton, PA 19442, atty.

1st Publication of 3

TRUST NOTICE

Living Trust of Charles F. Schalch and Margaret M. Schalch
 Dated December 10, 2013

Notice is hereby given of the death of Charles F. Schalch. All persons having claims or demands against said decedent or the Living Trust of Charles F. Schalch and Margaret M. Schalch dated December 10, 2013 are requested to make known the same to the Trustees or the Trust's Attorney and all persons indebted to said decedent or his Trust are requested to make payment without delay to the Trustees or their Attorney named below:

Late of: Tredyffrin Township, Chester County

Trustee: Barbara Sredenschek

Trustee: Kimberly Schalch

c/o: Brook Hastings, Esquire
 275 S. Main Street, Suite 11
 Doylestown, PA 18901

Trustees' Attorney: Brook Hastings, Esquire
 275 S. Main Street, Suite 11
 Doylestown, PA 18901
 215-230-4300

2nd Publication of 3

TRUST NOTICE

ELIZABETH E. BRINER IRREVOCABLE TRUST
 DTD 08-26-1988
 ELIZABETH E. BRINER, Deceased
 Late of Easttown 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 NICHOLAS J. KOVICH, TRUSTEE, 604
 Longchamps Dr., Devon, PA 19333-1866,
 Or to his Attorney:
 RICHARD J. BOVE
 6000 N. 62nd Place
 Paradise Valley, AZ 85253-4266

2nd Publication of 3

TRUST NOTICE

REVOCABLE AGREEMENT OF TRUST OF
 ANTHONY L. FALCONE, SR. a/k/a ANTONIO
 FALCONE
 ANTONIO FALCONE a/k/a ANTHONY L.
 FALCONE, SR. and ANTHONY FALCONE,
 Deceased
 Late of Tredyffrin 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 ANTHONY L. FALCONE, JR. 400 St.
 Davids Rd., Wayne, PA 19087 and LORETTA P.
 FALCONE, 433 Stewart Dr., Wayne, PA 19087,
 Or to their Attorney:
 REBECCA A. HOBBS
 OWM LAW
 41 E. High St.
 Pottstown, PA 19464

2nd Publication of 3

TRUST NOTICE

JUDITH H. GARVEY TRUST dtd. 12/3/2010
 JUDITH H. GARVEY, Deceased
 Late of East Goshen Township, 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 MARGARET M. GARVEY, TRUSTEE,
 c/o Ronald A. Luongo, Esq., 904 Saratoga Dr., West
 Chester, PA 19380,
 Or to her Attorney:
 RONALD A. LUONGO
 LUONGO LAW CENTER, P.C.
 904 Saratoga Dr.
 West Chester, PA 19380
