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TABLE OF CONTENTS

68 CHESTER COUNTY REPORTS

Raffa v. Rieck, et al.

Pa.R.C.P. 2352 - Substitute plaintiff – Assignment of claim – Sunshine act – Champerty – Consideration 314 (2020)

Classified Ads. 15

Attorney To Take Over Practice - *Chester County*

Meeting Space - *West Chester*

Legal Notices

See Table of Contents.1

Chester County Law Reporter

(USPS 102-900)

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Raffa v. Rieck, et al.

Pa.R.C.P. 2352 - Substitute plaintiff – Assignment of claim – Sunshine act – Champerty – Consideration

1. Pa. R.C.P. 2352 authorizes anyone who is a successor to an existing party in an action to be substituted for that party by filing of record a statement of the material facts on which the right to substitution is based.
2. The term successor, for purposes of Pa. R.C.P. 2352(a), means anyone who by operation of law, election or appointment has succeeded to the interest or office of a party to an action.
3. Pennsylvania Rule of Civil Procedure 2004 authorizes a trial court to substitute plaintiffs in an existing action whenever the original plaintiff has commenced an action in his or her own name and thereafter transfers the interest therein.
4. Two considerations are required in determining whether a cause of action may be assigned: (a) whether the claim is the sort Pennsylvania courts have traditionally held to be assignable; and (b), if so, whether the assignment nonetheless constitutes champerty.
5. Champerty is defined as an agreement between an officious intermeddler in a lawsuit and a litigant by which the intermeddler helps pursue the litigant's claim as consideration for receiving part of any judgment proceeds. It includes an agreement to divide litigation proceeds between the owner of the litigated claim and a party unrelated to the lawsuit who supports or helps enforce the claim.
6. If an assignment is champertous, it is invalid.
7. Pennsylvania has long permitted causes of action to be assigned. A cause of action is presumptively assignable unless forbidden by statute, the contract creating the right, or by the policy of common law.
8. A right of action strictly personal is not assignable and the general doctrine is, both in law and equity, that a right of action for pure tort is not the subject of assignment. Such assignments are void as against public policy because they promote champerty and because a personal injury involves rights which are personal to the individual injured and are considered to be of concern only to the individual injured.
9. Courts look to whether the cause of action assigned is more akin to an unliquidated tort claim, in which case the claim is not assignable, or a property or contract right, in which event it may be assigned.
10. A statutory cause of action created by the Sunshine Act may be assigned to a third party.
11. A claim for redress under the Sunshine Act is not so strictly personal to the party originally asserting the claim that it should be prohibited from assignment as a matter of public policy.
12. A Sunshine Act challenge may be brought by any person where the agency whose act is complained of is located of where the act complained of occurred.

13. The phrase ‘any person’ in Section 715 of the Sunshine Act has been broadly interpreted to confer standing to sue on any ‘person’ as that term is defined in Pennsylvania’s Statutory Construction Act, regardless of whether traditional standing principles were satisfied.
14. The purpose of the Sunshine Act is to provide the Commonwealth’s citizens with a right to be present at all meetings of public agencies and to witness deliberations, policy formulation and decision-making processes.
15. Pennsylvania has a clearly enunciated public policy against the enforcement of assignments of legal claims that violate champerty.
16. A plaintiff who sues on what would be another’s claim except for such a champertous agreement will not be permitted to maintain an action.
17. An assignment is champertous when the party involved: (a) has no legitimate interest in the suit, but for the agreement; (b) expends his own money in prosecuting the suit; and (c) is entitled by the bargain to share in the proceeds of the suit.
18. The champerty doctrine seeks to prohibit “profiteering and speculating in litigation, something which is of particular concern in the context of personal injury claims, where the unscrupulous might otherwise purchase causes of action dealing in pain and suffering.
19. Even the smallest benefit to the promisor or detriment to the promisee constitutes adequate consideration.
20. While the existence of consideration is a necessary element for any enforceable contract, the adequacy of the consideration is not a factor to be considered in determining the validity and enforceability of a contract.
21. Lack of consideration does not invalidate an assignment; rather, lack of consideration makes an assignment revocable, whereas consideration makes it irrevocable.
22. Petitioner filed a petition seeking to substitute himself as plaintiff in an action for violation of the Sunshine Act. The Court *Held*, that the petition was granted and permitted the substitution of the petitioner as plaintiff in the action.

P.McK.

C.C.P. Chester County, Civil Action – Law, No. 2016-09612-MJ; Joseph Raffa v. Art Rieck, Chairman, East Nottingham Township Board of Supervisors, Shelley McLeod Meadowcroft, Samuel Goodley, Jr. and Joseph Herlihy

Thomas J. Wagner for Plaintiff

Michael G. Crotty and Robert M. Tucker for Defendants

Tunnell, J., June 9, 2020:-

[68 Ches. Co. Rep. **Raffa v. Rieck, et al.**

JOSEPH RAFFA : IN THE COURT OF COMMON PLEAS
 Plaintiff, : CHESTER COUNTY, PENNSYLVANIA
 vs. : CIVIL ACTION
 ART RIECK, CHAIRMAN, EAST
 NOTTINGHAM BOARD OF SUPERVISORS, : NO. 2016-09612-MJ
 et al.
 Defendants.

Thomas J. Wagner, Esquire, for Plaintiff

Michael G. Crotty, Esquire and Robert M. Tucker, Esquire, for Defendants

MEMORANDUM & ORDER

John Seitz (“Seitz”) petitions the Court to substitute himself as plaintiff in this action in place of the existing Plaintiff, Joseph Raffa (“Raffa”), pursuant to Pennsylvania Rule of Civil Procedure 2004. Defendants Art Rieck, Shelley McLeod Meadowcroft, Samuel Goodley, Jr., and Joseph Herlihy (“Defendants”) oppose Seitz’s substitution.¹ Upon review, the Court grants the petition and directs the Prothonotary to designate Seitz as Plaintiff on the docket.

This matter returns to the Court following Seitz’s unsuccessful attempt to substitute himself as plaintiff pursuant to Pa. R.C.P. 2352, which authorizes anyone who is a “successor” to an existing party in an action to be substituted for that party “by filing of record a statement of the material facts on which the right to substitution is based.” Pa. R.C.P. 2352(a). In his Rule 2352 statement, Seitz based the right to substitution on a written “assignment of cause of action” in which Raffa assigned to Seitz his claims against Defendants under the Sunshine Act. *See*, 65 Pa. C.S. §§ 701 et seq. By order entered October 21, 2019, this Court granted-Defendants’ petition to strike Seitz’s Rule 2352 statement and restored Raffa as party-Plaintiff, reasoning that Seitz could not be substituted as plaintiff under Rule 2352(a) because the assignment of cause of action did not qualify Seitz as Raffa’s “successor” as that term is defined in Rule 2351. *See*, Pa. R.C.P. 2351 (Defining the term “successor” for purposes of Rule 2352(a) as “anyone who by operation of law, election or appointment has succeeded to the interest or office of a party to an action.”). In doing so, the Court left open the possibility that Seitz could seek substitution under Pa. R.C.P. 2004, which authorizes a trial court to substitute

¹ Defendants are all current and/or former members of the East Nottingham Township Board of Supervisors.

plaintiffs in an existing action whenever the original plaintiff “has commenced an action in his or her own name and thereafter **transfers the interest** therein[.]” Pa. R.C.P. 2004 (emphasis added). The Court expressed no opinion on whether Raffa’s purported assignment of claim was valid, observing in its order that neither Seitz nor Defendants had addressed whether claims under the Sunshine Act may be assigned.

On November 4, 2019, Seitz filed the instant petition to substitute himself as plaintiff pursuant to Rule 2004. As he did in his Rule 2352 statement, Seitz premised a right to substitution on the written assignment of claim between himself and Raffa, which Seitz argues qualifies as a “transfer of interest” under Rule 2004. Defendants filed an answer in opposition on November 25, 2019, and both parties have since submitted briefs in support of their respective positions.² The matter is ripe for the Court’s disposition.

Analysis

Case authority reveals two considerations in determining whether a cause of action may be assigned: First, whether the claim is the sort Pennsylvania courts have traditionally held to be assignable; and second, if so, whether the assignment nonetheless constitutes champerty.³

Claims Arising Under the Sunshine Act May Be Assigned

“In this Commonwealth, we have long permitted causes of action to be assigned.” Hedlund Mfg. Co. v. Weiser, Stapler & Spivak, 539 A.2d 357, 358 (Pa. 1988). A cause of action is presumptively assignable “unless forbidden by statute, the contract creating the right, or by the policy of the common law.” Glenside Home Protective Ass’n v. Cheltenham & Abington Sewerage Co., 81 Pa. D. & C. 349, 352 (Com. Pl. 1953). For example, Pennsylvania law prohibits the assignment of unliquidated tort claims. See, e.g., Hedlund Mfg., 539 A.2d at 359. “A right of action strictly personal is not assignable and the general doctrine is, both in law and equity, that a right of action for pure tort is not the subject of assignment.” Sensenig v. Pa. R.R. Co., 78 A. 91, 91 (Pa. 1910). Such assignments are void as against public policy because they promote champerty and “because a personal injury involves rights which are personal to the individual injured and

² The parties submitted briefs in accordance with this Court’s May 14, 2020 order setting forth a briefing schedule.

³ Black’s Law Dictionary defines champerty as: “An agreement between an officious intermeddler in a lawsuit and a litigant by which the intermeddler helps pursue the litigant’s claim as consideration for receiving part of any judgment proceeds; ... an agreement to divide litigation proceeds between the owner of the litigated claim and a party unrelated to the lawsuit who supports or helps enforce the claim.” Blacks, (8th Ed.). In Pennsylvania, “if an assignment is champertous, it is invalid.” Frank v. TeWinkle, 45 A.3d 434, 438 (Pa. Super. 2012)

[68 Ches. Co. Rep. **Raffa v. Rieck, et al.**

are considered to be of concern only to the individual injured.” Hedlund Mfg., 539 A.2d at 359.

At the margins, courts have looked to whether the cause of action assigned is more akin to an unliquidated tort claim, in which case the claim is not assignable, or a property or contract right, in which event it may be assigned. In Allstate Prop. & Cas. Ins. Co. v. Wolfe, 105 A.3d 1181 (Pa. 2014), for instance, the Supreme Court held that claims arising under Pennsylvania’s “bad faith” insurance statute, 42 Pa. C.S. § 8371, may be assigned to a third party, despite the fact that the court had previously determined that an action under Section 8371 is a statutorily-created tort for purposes of the statute of limitations. See, Ash v. Cont’l Ins. Co., 932 A.2d 877, 885 (Pa. 2007). The Allstate court reasoned that, although Section 8371 “says nothing about the assignability of claims,” the opening passage of the statute—*‘[i]n an action arising under an insurance policy’*—interweaves Section 8371’s tort-based remedies with “the array of contract-based [insurance bad-faith] actions which already were assignable under the extant common law as of Section 8371’s enactment.” Id. at 1187. In similar vein, in Hedlund Mfg., *supra*, the Supreme Court sanctioned the assignability of claims for damages based upon legal malpractice. The court reasoned: “[L]egal malpractice does not involve personal injury in that it arises out of negligence and breach of contract, and the injury alleged concerns purely pecuniary interests.” Id. at 359. Accordingly, the assignment was allowed because “[t]he rights involved are more akin to property rights which can be assigned prior to liquidation.” Ibid.

In view of these precedents, the Court finds that the statutory cause of action created by the Sunshine Act may be assigned to a third party. For starters, the remedies available upon proof of a Sunshine Act violation do not come close to mirroring the damages available in a tort action for unliquidated damages. Section 715 of the Sunshine Act limits a common pleas courts’ enforcement authority to “declaratory judgments,” “injunction[s],” or any “other remedy deemed appropriate by the court.” 65 Pa. C.S. § 715.⁴ Whatever else such “other remedies” may entail, they do not include a verdict for unliquidated money damages. Cf., Easton Area Joint Sewer Auth. v. The Morning Call, Inc., 581 A.2d 684, 688 (Pa. Cmwlth. 1990) (Holding that the trial court did not exceed its bounds of discretion in enforcing the Act “by injunction or other remedy” when it ordered the release of tape of an executive session of joint sewer authority in which the authority discussed termination of a consultant contract, based on finding that the executive session violated the Act).

Moreover, by analogizing to the Sunshine Act’s requirements for standing, it is apparent that a claim for redress under the Act is not so “strictly personal” to the

⁴ The Act also authorizes a court to make an award of reasonable attorney fees to the prevailing party if the court determines that the defendant “willfully or with wanton disregard violated a provision of” the Act or, alternatively, the legal challenge brought under the Act “was of a frivolous nature or was brought with no substantial justification.” 65 Pa. C.S. § 714.1.

party originally asserting the claim that it should be prohibited from assignment as a matter of public policy. Under Section 715, a Sunshine Act challenge may be brought by “**any person** where the agency whose act is complained of is located of where the act complained of occurred.” 65 Pa. C.S. § 715 (emphasis added). In Press-Enter., Inc. v. Benton Area Sch. Dist., 604 A.2d 1221 (Pa. Cmwlth. 1992), the Commonwealth Court broadly interpreted the phrase “any person” in Section 715 to confer standing to sue on any “person” as that term is defined in Pennsylvania’s Statutory Construction Act,⁵ regardless of whether traditional standing principles were satisfied. See, e.g., In re Milton Hershey School, 911 A.2d 1258, 1261 – 62 (Pa. 2006) (Explaining that the “core concept” of traditional standing principles is that “a party who is not negatively affected by the matter he seeks to challenge is not aggrieved, and thus, has no right to obtain judicial resolution of his challenge.”) (cleaned up). “[T]raditional standing requirements,” explained the court in Press-Enter., “are applicable only where a specific statutory provision for standing is lacking.” Id. at 1223.

The reasoning in Press-Enter. supports the conclusion that Sunshine Act claims may be assigned. “The purpose of the Sunshine Act is to provide the Commonwealth’s citizens with a right to be present at all meetings of public agencies and to witness deliberations, policy formulation and decision-making processes.” Soc’y Hill Civic Ass’n v. Philadelphia Bd. of License & Inspection Review, 905 A.2d 579, 584 (Pa. Cmwlth. 2006). When the Act is violated, “any person” is empowered to bring an action to remedy the violation, regardless of whether that person has been specifically aggrieved. This fact places claims arising under the Sunshine Act far afield from those which expose defendants to unliquidated damages in tort—where the wrong suffered by the plaintiff is so “personal” that public policy prohibits its assignment—and more akin to a contract or property right of the sort held assignable in Hedlund and Allstate, *supra*. Accordingly, in consideration of the arguments put forth by the parties, the Court finds that claims arising under the Sunshine Act may be assigned, and that Raffa was not prohibited from assigning his Sunshine Act claims against Defendant to Seitz.

The Assignment is not Champertous

Once it is determined that a cause of action may be assigned, a court must still consider whether the assignment is champertous. “Pennsylvania has a clearly enunciated public policy against the enforcement of assignments of legal claims that violate champerty.” Riffin v. Consol. Rail Corp., 363 F. Supp. 3d 569, 576 (E.D. Pa.), *aff’d*, 783 F. App’x 246 (3d Cir. 2019); see also, Frank v. TeWinkle, 45 A.3d 434, 439 (Pa. Super. 2012) (Holding that champerty is “a viable defense” to an assignment of legal claim, even if the assignment would otherwise be valid

⁵ See, 1 Pa. C.S. § 1991 (Defining the term “Person” to mean “a corporation, partnership, limited liability company, business trust, other association, government entity (other than the Commonwealth), estate, trust, foundation or natural person.”).

[68 Ches. Co. Rep. **Raffa v. Rieck, et al.**

under Pennsylvania law). “A plaintiff who sues on what would be another’s claim except for such a champertous agreement will not be permitted to maintain an action.” Kenrich Corp. v. Miller, 377 F.2d 312, 314 (3d Cir. 1967)

An assignment is champertous when the party involved: “(1) has no legitimate interest in the suit, but for the agreement; (2) expends his own money in prosecuting the suit; and (3) is entitled by the bargain to share in the proceeds of the suit.” TeWinkle, 45 A.3d at 438 – 39. In their brief, Defendants contend that the assignment between Raffa and Seitz is champertous because Seitz does not hold a “legitimate interest” in Raffa’s action against Defendants. They contrast Seitz with the assignee-plaintiff in Hedlund, *supra*, where the Supreme Court permitted the assignment of legal malpractice claims following the assignee’s purchase of the assignor’s manufacturing business, including the right to use and license a pending patent which was the subject of the legal malpractice action. Defendants assert that, unlike in Hedlund, where the assignee was directly affected by and had a significant interest in the outcome of certain patent proceedings, Seitz’s “interest” in the Sunshine Act violations alleged by Raffa arise solely from the assignment, thereby rendering it champertous.

The assignment between Raffa and Seitz is not champertous because, even if the Court determined that Seitz has no legitimate interest in Raffa’s action against Defendants,⁶ Seitz is not entitled to “share in the proceeds” of Raffa’s suit. The champerty doctrine seeks to prohibit “profiteering and speculating in litigation,” TeWinkle, 45 A.3d at 440 – 41, something which is of particular concern in the context of personal injury claims, where the “unscrupulous” might otherwise “purchas[e] causes of action dealing in pain and suffering.” Chiropractic Nutritional Assocs., Inc. v. Empire Blue Cross & Blue Shield, 669 A.2d 975, 983 (Pa. Super. 1995). By contrast, there are no “proceeds” awarded to a prevailing plaintiff in a Sunshine Act action. As explained above, the Act limits a court’s enforcement authority to an award of attorney’s fees and equitable remedies. See, e.g., 65 Pa. C.S. § 713 (Providing that, if a court determines that a meeting “did not meet the requirements of” the Act, the court “may in its discretion find that any or all official action taken at the meeting shall be invalid.”). An award of unliquidated money damages is not authorized. Consequently, there is no risk of “profiteering

⁶ The Court declines to explore the outer bounds of what constitute a “legitimate interest” in a pending action for purposes of the champerty defense. However, the Court observes that, depending on how generally this element of the defense is defined, it could easily be argued that Seitz does indeed have a legitimate interest in Raffa’s action. See, Defs.’ Br. at p. 3 (Observing that Seitz was in attendance at the September 13, 2016 Nottingham Township Board of Supervisors meeting which is the subject matter of this action, and that Seitz “has the video recording (recorded from his camera) of that meeting.”); see also, ibid. (Stating that Seitz “was aware of the alleged Sunshine Act violation back in September 2016, as he was of the opinion at the time that the Board had violated” the Act.). Put simply, the Court does not believe that a purchase agreement between assignor and assignee of the type in Hedlund is the exclusive means by which a party may demonstrate a “legitimate interest” in a pending suit sufficient to avoid the champerty defense. This is particularly true for claims arising under the Sunshine Act, which, as explained above, authorizes any person to sue based purely on a violation of the Act, without any allegation or proof that the person has been harmed thereby.

and speculating in litigation” by allowing Sunshine Act claims to be assigned, particularly because the purpose of the Act is to encourage accountability in government, not to reimburse a plaintiff with money damages. Accordingly, the assignment between Raffa and Seitz is not champertous.

Lack of Consideration Does Not Void the Assignment

Lastly, Defendants contend that the assignment between Raffa and Seitz is ineffective for lack of consideration.⁷ Defendants point to Raffa’s deposition testimony,⁸ in which he denied ever receiving a “cash payment” in exchange for the assignment, despite the fact that the language of the assignment contemplates a transfer of claims to Seitz in exchange for “value received” by Raffa. They also contend that Seitz’s payment of legal fees originally incurred by Raffa in prosecution of this action cannot supply the missing consideration because, at Raffa’s deposition, Raffa’s counsel characterized this payment as a “gift” from Seitz.

The assignment between Raffa and Seitz is not ineffective for lack of consideration for two reasons. First, it is inaccurate to argue, as Defendants do in their brief, that Raffa “could not identify any consideration” for the assignment. Defs.’ Br. at p. 5. To the contrary, Raffa testified that the “value” he received in exchange for the assignment was “the stress of not having to deal with this [lawsuit] anymore.” Dep., p. 17:6-7. In Pennsylvania, even the smallest benefit to the promisor or detriment to the promisee constitutes adequate consideration. See, e.g., Erie Forge Co. v. Pennsylvania Iron Works Co., 22 Pa. Super. 550 (Pa. 1903). Moreover, “while the existence of consideration is a necessary element for any enforceable contract, *the adequacy of the consideration is not a factor to be considered in determining the validity and enforceability of a contract.*” Socko v. Mid-Atl. Sys. of CPA, Inc., 99 A.3d 928, 935 (Pa. Super. 2014), *aff’d*, 633 Pa. 555, 126 A.3d 1266 (Pa. 2015) (emphasis added).

Second, unlike most contracts in Pennsylvania, lack of consideration does not invalidate an assignment. “Rather, lack of consideration makes an assignment revocable, whereas consideration makes it irrevocable.” Silver v. Klehr, Harrison, Harvey, Branzburg & Ellers, LLP, 2004 WL 1699269, at *2 (E.D. Pa. July 28, 2004); see also, Cole v. Price, 758 A.2d 231, 234 (Pa. Super.. 2000), *rev’d*

⁷ In a footnote to their brief, Defendants also contend that Seitz’s petition is controlled by Engle v. Beaver Cty., 754 A.2d 729 (Pa. Cmwlth. 2000). However, as observed in the Court’s October 21, 2019 order, Engle only addressed the requirements for party substitution under Pa. R.C.P. 2352(a). Engle says nothing about the circumstances here, where an original plaintiff assigns a cause of action and the assignee seeks party-substitution under Pa. R.C.P. 2004. Accordingly, the Court finds the reasoning and holding in Engle inapposite.

⁸ The court considers the parties deposition testimony regarding the value of consideration for the assignment despite the fact that such testimony arguably constitutes parol evidence. See, 1 West’s Pa. Prac., Evidence § 430-6 (4th ed.) (“There is some authority for an exception to the parol evidence rule that permits evidence that the consideration stated in a writing was not the true consideration.”) *citing, Scientific Living, Inc. v. Hohensee*, 270 A.2d 216, 220-21 (Pa. 1970).

[68 Ches. Co. Rep. **Raffa v. Rieck, et al.**

in part on other grounds, 778 A.2d 621 (Pa. 2001) (“[U]nder Pennsylvania law, an assignment made for consideration is irrevocable.”). Accordingly, even if the assignment between Raffa and Seitz lacked consideration, that would not render the assignment void.

Conclusion

For the forgoing reasons, the Court holds that the assignment of claim between Raffa and Seitz transferred Raffa’s Sunshine Act claims against Defendants to Seitz. Accordingly, Seitz may be substituted for Raffa as Plaintiff in this action pursuant to Pa. R.C.P. 2004. An appropriate order follows:

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ORDER

AND NOW, this 9th day of June, 2020, upon consideration of the Petition for party- substitution pursuant to Pa. R.C.P. 2004 filed by John Seitz, Defendants' Answer in opposition thereto, and the briefs submitted by the parties, it is hereby **ORDERED** and **DECREED** that the Petition is **GRANTED** and John Seitz is hereby **SUBSTITUTED** for Joseph Raffa as Plaintiff in this action. It is further that the Prothonotary shall designate John Seitz as "Plaintiff" on the docket in this matter.

BY THE COURT:

/s/ MARK L. TUNNELL J.

TABLE OF CONTENTS
LEGAL NOTICES

Change of Name Notice 2
Corporation Notice 2
Corporation Change of Name Notice 3
Estate Notices **1st Publication** 3
Estate Notices **2nd Publication** 4
Estate Notices **3rd Publication** 6
NonProfit Corporation Notice 9
Trust Notice **3rd Publication** 9
Public Notice of ReAppointment 10
Sheriff’s Sales 12
3rd Publication

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**CHANGE OF NAME NOTICE
IN THE COURT OF COMMON PLEAS
CHESTER COUNTY, PENNSYLVANIA
CIVIL ACTION
LAW NO. 2020-05022-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Rishabh Kumar was filed in the above-named court and will be heard on Monday, December 21, 2020 at 9:30 AM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Tuesday, August 4, 2020

Name to be changed from: Rishabh Kumar to: Rishabh Kumar Sehra

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. 2020-04954-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Michele Marianne Bedesem Linder was filed in the above-named court and will be heard on Monday, October 26, 2020 at 9:30 AM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Friday, July 31, 2020

Name to be changed from: Michele Marianne Bedesem Linder to: Michele Marianne Canuso-Bedesem

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. 2020-04538-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Daron William Ryan was filed in the above-named court and will be heard on Monday, October 19, 2020 at 9:30 AM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Wednesday, July 15, 2020

Name to be changed from: Daron William Ryan to: Melanie Daryn Ryan

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

MJ HENDERSON PC

has been incorporated under the provisions of Chapter 29 of the Business Corporation law of 1988 as a Professional Corporation.

CORPORATION NOTICE

Inventions Extraordinaire Inc.

has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988.

Fromhold Jaffe & Adams
789 E. Lancaster Ave.
Suite 220
Villanova, PA 19085

CORPORATION CHANGE OF NAME NOTICE

Notice is hereby given that Articles of Amendment Domestic Corporation were filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purpose of changing the name of the corporation to SOCCER COMMAND, INC. Said corporation was previously filed under the name of SOCCER SOURCE USA INC pursuant to the provisions of the Business Corporation Law of 1988. Said change to become effective August 4, 2020.

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.

First Publication

ALEXANDER, JR., Lester James, late of Kennett Township. L. Peter Temple, care of DONALD B. LYNN, JR., Esquire, P. O. Box 384, Kennett Square, PA 19348, Executor. DONALD B. LYNN, JR., Esquire, Larmore Scarlett LLP, P. O. Box 384, Kennett Square, PA 19348, atty.

BALISTRERI, Ethel, late of Coatesville City. John Balistreri, 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.

BAROT, Ravikant, late of Tredyffrin Township. David Schoch, care of RYAN M. BORNSTEIN, Esquire, 800 Lancaster Avenue, Suite T-2 Berwyn, Pennsylvania 19312, Executor. RYAN M. BORNSTEIN, Esquire, Harvey Ballard and Bornstein, LLC, 800 Lancaster Avenue, Suite T-2 Berwyn, Pennsylvania 19312, atty.

BILODEAU, Paige M., late of Spring City Borough. Gordon Bilodeau, care of JOHNA. GAGLIARDI, Esquire, 122 S. Church St., West Chester, PA 19382, Administrator. JOHN A. GAGLIARDI, Esquire, Wetzel Gagliardi Fetter & Lavin LLC, 122 S. Church St., West Chester, PA 19382, atty.

BONADUCE, Joseph J., late of West Sadsbury Township. Nancy R. Bonaduce, 40 Rabbit Run Road, Parkesburg, PA 19365, Executor. VINCENT CAROSELLA, JR., Esquire, Carosella & Associates, P.C., 882 South Matlack Street, Suite 101 West Chester, PA 19382-4505, atty.

BRENNAN, Edwina, late of East Goshen Township. Jeffrey J. Brennan, care of ERIC R. HAGUE, Esquire, 30 S. 17 St., Philadelphia, PA 19103, Executor. ERIC R. HAGUE, Esquire, Duane Morris LLP, 30 S. 17 St., Philadelphia, PA 19103, atty.

BRICKUS, Catherine, a/k/a Catherine Rudolph Brickus, late of Valley Township. Cheryl Y. Brickus-Flemming, care of JAMES N. CLYMER, Esquire, 408 West Chestnut Street Lancaster, PA 17603, Executor. JAMES N. CLYMER, Esquire, 408 West Chestnut Street Lancaster, PA 17603, atty.

BRYER, Betty Jane, late of East Marlborough Township. Donna J. Greg, 3808 Weywood Pl., Bowie, MD 20715, Executrix. WILLIAM E. HOWELL III, Esquire, Law Office of WEH III, 110 E. State St., Suite 1, Kennett Square, PA 19348, atty.

BUDZIK, Joanne M., late of Valley Township. Dorothy Ann Budzik, 112 Beacon St., Coatesville, PA 19320 & Mary Ann Hoover, 5 Brandywine Dr., Glenmoore, PA 19343, Executors. KATHLEEN K. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway Thorndale, PA 19372, atty.

de MELLO, Douglas, late of London Britain Township. Sharon de Mello, care of LISA COMBER HALL, Esquire, 27 S. Darlington Street, West Chester, PA 19382, Administratrix. LISA COMBER HALL, Esquire, Hall Law Offices, PC, 27 S. Darlington Street, West Chester, PA 19382, atty.

DiCOLA, Mildred C., late of West Goshen Township. LuAnn DiCola, 314 Martin Drive, New Castle, DE 19720, Administrator. JANE SMEDLEY ANZALONE, Esquire, Anzalone Law Offices, LLC, 98 S. Franklin Street Wilkes-Barre, PA 18701, atty.

DOWNES, Robyn C., late of Strafford. Florence Downs, 523 Upper Gulph Road, Stratford, PA 19087, Administratrix. NICHOLAS M. ORLOFF, Esquire, Orloff Law, 1 West Third Street, Suite 201, Media, PA 19063, atty.

ELEK, III, Steven, late of Tredyffrin Township. Katharine Elek, care of GEORGE M. RITER, Esquire, 400 Maryland Dr., P.O. Box 7544, Ft. Washington, PA 19034-7544, Executrix. GEORGE M. RITER, Esquire, Timoney Knox, LLP, 400 Maryland Dr., P.O. Box 7544, Ft. Washington, PA 19034-7544, atty.

GREPPS, Robert H., late of Phoenixville. Sherry L. Grepps, 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.

HACKMAN, Michael Robert, late of Paoli. Charlene Hackman, 54 Jolind Road, Paoli, PA 19301, Executrix.

HIPPLE, Walter J., late of East Goshen Township. Heidi Bjornson-Pennell, 422 Arlington Street, San Francisco, CA 94131, Executor. VINCENT CAROSELLA, JR., Esquire, Carosella & Associates, P.C., 882 South Matlack Street, Suite 101 West Chester, PA 19382-4505, atty.

JARVIS, JR., Arthur R., late of Honey Brook Township. Alan J. Jarvis, 101 Birch Drive, Downingtown, PA 19335, Executor. ALAN J. JARVIS, Esquire, 101 Birch Drive, Downingtown, PA 19335, atty.

LAFFEY, Lois T., a/k/a Lois Thomson Laffey, late of West Fallowfield Township. Norman G. Laffey, Sr., care of WINIFRED MORAN SEBASTIAN, Esquire, PO Box 381, 208 E. Locust Street, Oxford, PA 19363, Executor. WINIFRED MORAN SEBASTIAN, Esquire, McMichael, Heiney & Sebastian, LLC, PO Box 381, 208 E. Locust Street, Oxford, PA 19363, atty.

MITCHELL, James Edgar, late of West Chester. Stephanie Donofry, 319 Joy Lane, West Chester, PA 19380, Executor.

MOORE, Mildred Badum, a/k/a Mildred B. Moore, late of West Goshen Township. Kenneth Moore, 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.

ORLANDO, Susan M., late of Honey Brook Township. Michelle Robinson, care of STEPHEN J. KELLY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Administratrix. STEPHEN J. KELLY, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

RICHEY, Margie Ann, late of West Whiteland Township. Carol Y. Sellers, 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.

RUTKOWSKI, Dorothy H., late of Phoenixville Borough. James Rutkowski, 107 N. Kelly Drive, Birdsboro, PA 19508 & Michael Rutkowski, 420 Riverview Road, Swarthmore, PA 19081, Executors. JERRY L. JOHNSON, Esquire, Jerry I. Johnson Attorney at Law, P.O. Box 218 114 W. Lancaster Avenue Downingtown, PA 19335, atty.

SMITH, Sara Coulter, a/k/a Sara C. Smith, late of Tredyffrin Township. Shirley A. Smith, 15 W. Orchard Lane, Audubon, PA 19403, Executrix.

TRAINER, Nicholas P., late of West Chester. Nicholas P. Trainer, Jr., care of GEORGE S. DONZE, Esquire, 674 Unionville Road, Suite 105, Kennett Square, PA 19348, Executor. GEORGE S. DONZE, Esquire, Donze & Donze, 674 Unionville Road, Suite 105, Kennett Square, PA 19348, atty.

WARFIELD, Edith F., late of Caln Township. Mary E. Warfield, 900 Woodview Dr., Coatesville, PA 19320, Executor. GORDON W. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

WEBSTER, Barbara G., late of East Pikeland Township. Nancy L. Olsson and Michelle L. Rostick, care of W. PETER BARNES, Esquire, 218 West Miner Street West Chester, PA 19382, Executors. W. PETER BARNES, Esquire, Klein, Head, Barnes & Wood, LLP, 218 West Miner Street West Chester, PA 19382, atty.

WHEELER, JR., Frederic Collins, late of East Marlborough Township. Winifred Wheeler, care of DEVIN S. FOX, Esquire, 910 Harvest Dr., P.O. Box 3037, Blue Bell, PA 19422, Executrix. DEVIN S. FOX, Esquire, Kaplin Stewart, 910 Harvest Dr., P.O. Box 3037, Blue Bell, PA 19422, atty.

WRIGHT, Robert Allen, late of East Vincent Township. Christine Maser, 123 Kindt Corner Rd., Shoemakersville, PA 19555, Executor.

WYSZYNSKI, Fiona Clare, late of Malvern. Alexander Cullen Wyszynski, 2308-651 Nootka Way, Port Moody, British Columbia V3H0A1, Executor.

2nd Publication

BERSTLER, JR., Walter F., late of West Goshen Township. Carlee D. Mokshefsky and Walter F. Berstler, III, care of NANCY W. PINE, Esquire, 104 S. Church St., West Chester, PA 19382, Executors. NANCY W. PINE, Esquire, Pine & Pine, LLP, 104 S. Church St., West Chester, PA 19382, atty.

BOWIE, Betty Anne, a/k/a Elizabeth Anne Bowie, late of Kennett Township. Brian P. Bowie, care of D. SELAINE KEATON, Esquire, 21 W. Front Street, P.O. Box 1970, Media, PA 19063, Executor. D. SELAINE KEATON, Esquire, Halligan & Keaton P.C., 21 W. Front Street, P.O. Box 1970, Media, PA 19063, atty.

BUCK, Dagmar, late of West Chester. Frauke Vogel, 1361 Boot Road, Apt. 262, West Chester, PA 19380, Executrix. JOSEPH KENNEY, Esquire, Kulzer & DiPadova, 76 E. Euclid Avenue, Suite 300,

Haddonfield, NJ 08033, atty.

BUHAYAR, Eric, late of Kennett Township. L. Peter Temple, care of DONALD B. LYNN, JR., Esquire, P. O. Box 384, Kennett Square, PA 19348, Executor. DONALD B. LYNN, JR., Esquire, Larmore Scarlett LLP, P. O. Box 384, Kennett Square, PA 19348, atty.

CHANCE, Elisabeth R., late of Kennett Township. Steven K. Chance, Mark R. Chance and Barbara C. Stone, 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.

COCHRANE, Sarah G., late of East Nantmeal Township. Neil W. Head, Esquire, 218 West Miner Street West Chester, PA 19382, Executor. NEIL W. HEAD, Esquire, Klein, Head, Barnes & Wood, LLP, 218 West Miner Street West Chester, PA 19382, atty.

CONNOR, JR., William F., late of West Brandywine Township. William F. Connor, III and Suzanne C. Frederick, care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P. O. Box 289, Phoenixville, PA 19460, Co-Executors. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P. O. Box 289, Phoenixville, PA 19460, atty.

CROW, Dorothy H., a/k/a Dottie Crow, late of Tredeyffrin Township. Sandra Crow Zopf, care of GEORGE H. ELSER, Esquire, 130 W. Lancaster Ave., Ste. 203, Wayne, PA 19087, Executrix. GEORGE H. ELSER, Esquire, 130 W. Lancaster Ave., Ste. 203, Wayne, PA 19087, atty.

DiNORSCIA, Mary Margaret, late of Kennett Square. Janet M. Girolami, 131 Sunset View Dr., Glen Mills, PA 19342, Executrix.

DOUGHERTY, Janet S., late of Willistown Township. Richard A. Spencer, 84 Marginal Way, Ste. 660, Portland, ME 04101-2480, Executor. HEIKE K. SULLIVAN, Esquire, Ballard Spahr, LLP, 1735 Market St., 51st Fl., Philadelphia, PA 19103-7599, atty.

ERICKSON, Robert W., a/k/a Robert Walter Erickson, a/k/a Robert W. Erickson, II, a/k/a Robert Walter Erickson, II, late of West Bradford Township. Richard D. Erickson, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Administrator. JAY G. FISCHER, Esquire, Valocchi & Fischer Law Office, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

FEDELE, Rebekah, late of East Bradford Township. Alan E. Trimble, care of ANN L. MARTINO

FRAZIER, Esquire, 3711 Kennett Pike, Suite 100 Wilmington, DE 19807, Executor. ANN L. MARTINO FRAZIER, Esquire, Gawthrop Greenwood, PC, 3711 Kennett Pike, Suite 100 Wilmington, DE 19807, atty.

FURY, Rosemarie G., a/k/a Rosemarie Fury, a/k/a Rosemarie Gunning, late of West Goshen Township. James Gunning IV and Kimberlee Myles, care of BRUCE A. HERALD, Esquire, 120 John Robert Thomas Drive Exton, PA 19341, Executors. BRUCE A. HERALD, Esquire, Bruce Alan Herald, A Professional Corporation, 120 John Robert Thomas Drive Exton, PA 19341, atty.

GALLAGHER, James J., late of Exton. Philip C. Riley, 118 Allen Drive, Exton, PA 19341, Personal Representative.

GINGRAS, Antonio T., late of Willistown Township. Annette Barone, 153 Hegerow, West Chester, PA 19380, Executor. JOHN A. PRODOEHL, JR., Esquire, P.O. Box 147, Broomall, PA 19008-0147, atty.

GLANZMANN, Richard A., late of Caln Township. Norman J. Pine, 104 S. Church St., West Chester, PA 19382, Executor. NORMAN J. PINE, Esquire, Pine & Pine, LLP, 104 S. Church St., West Chester, PA 19382, atty.

GRUNWALDT, Judith Ann, late of East Goshen Township. Joan M. Leahy, care of CAROL R. LIVINGOOD, Esquire, 130 W. Lancaster Ave., P.O. Box 191, Wayne, PA 19087-0191, Executrix. CAROL R. LIVINGOOD, Esquire, Davis Bennett Spiess & Livingood LLC, 130 W. Lancaster Ave., P.O. Box 191, Wayne, PA 19087-0191, atty.

HARTWICK, Peggy R., late of Exton. Helen Ann Brickles, 418 Balderston Dr., Exton, PA 19341-2003, Executrix.

HOLLIFIELD, Lynne, late of East Goshen. Katherine A. Sand and Isaac D. Weiner, care of GUY F. MATTHEWS, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Administrators. GUY F. MATTHEWS, Esquire, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, PC, 300 W. State St., Ste. 300, Media, PA 19063, atty.

ISAAC, Jean Marie Johnson, a/k/a Jean J. Isaac, a/k/a Jean Isaac, a/k/a Jean Johnson Isaac, a/k/a Jeanne J. Isaac, late of West Whiteland Township. Elisa Wiah, care of THOMAS J. BURKE, JR., Esquire, 15 Rittenhouse Place, Ardmore, PA 19003, Executrix. LAWYER, Esquire, THOMAS J. BURKE, JR., 15 Rittenhouse Place, Ardmore, PA 19003, atty.

JUDSON, II, Arthur, late of West Pikeland Town-

ship. Virginia Judson McNeil, care of BRETT W. SENIOR, Esquire, 125 Strafford Ave., Ste. 112, Wayne, PA 19087, Executrix. BRETT W. SENIOR, Esquire, Brett Senior & Associates, P.C., 125 Strafford Ave., Ste. 112, Wayne, PA 19087, atty.

KELLY, Patrick Ryan, late of West Chester. Marjorie A. Kelly, 963 Embree Lane, West Chester, PA 19380, Administrator.

LABOWITZ, Lewis, late of West Goshen Township. Florence Labowitz, care of MICHAEL A. CIANCI, Esquire, 617 Swede St., Norristown, PA 19401, Administratrix. MICHAEL A. CIANCI, Esquire, Cianci Law Offices, 617 Swede St., Norristown, PA 19401, atty.

McELVENNY, John P., a/k/a John P. McElvenny Jr., a/k/a Jack McElvenny, late of East Goshen. John P. McElvenny III, 400 Grand Oak Lane, Exton, PA 19341, and Eileen M. Gatti, 113 Hanover Avenue, North Wales, PA 19454, Executors. JENNIFER H. WALKER, Esquire, Peak Legal Group, Ltd., 31 S. High Street, Suite 200, West Chester, PA 19382, atty.

PLUEDDEMANN, Albert John, late of Conchranville. Pamela Meek, 4012 Homeville Road, Conchranville, PA 19330, Executrix. JOSH BODENE, Esquire, Trinity Law, 1586 Lititz Pike, Lancaster, PA 17601, atty.

QUINLISK, Mary Jane, late of East Goshen Township. Francis Quinlisk, care of ROBERT S. LEVY, Esquire, 1204 Township Line Rd., Drexel Hill, PA 19026, Executor. ROBERT S. LEVY, Esquire, Cooper Schall & Levy, 1204 Township Line Rd., Drexel Hill, PA 19026, atty.

RHODES, Corinne, late of Oxford Borough. Deborah Cozzone, care of WINIFRED MORAN SEBASTIAN, Esquire, PO Box 381, 208 East Locust Street, Oxford, PA 19363, Administratrix. WINIFRED MORAN SEBASTIAN, Esquire, PO Box 381, 208 East Locust Street, Oxford, PA 19363, atty.

SCHEIDT, David, late of Exton. John Scheidt and Carol Scheidt, 1309 Amstel Way, West Chester, PA 19380, Administrator. KEVIN J. RYAN, Esquire, Ryan Morton & Imms LLC, 220 West Gay Street, West Chester, PA 19380, atty.

SCHOCK, Ernestine, late of East Coventry Township. Andrew J. Schock, 437 Brianna Circle, Pottstown, PA 19465, Administrator. LEE F. MAUGER, Esquire, Mauger & Meter, 1401 East High Street P.O. Box 698 Pottstown, PA 19464, atty.

SKURKA, Luanne Irene, a/k/a Luanne I. Skurka, late of East Pikeland Township. Edward Davis & Sophia Davis, care of DOUGLAS L. KAUNE, Es-

quire, 120 Gay Street, P. O. Box 289 Phoenixville, PA 19460, Co-Executors. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P. O. Box 289 Phoenixville, PA 19460, atty.

TRAINER, Kathryn Elaine, late of Tredyffrin Township. Suzanne Trainer, care of THOMAS J. BURKE, JR., Esquire, 15 Rittenhouse Place, Ardmore, PA 19003, Executrix. THOMAS J. BURKE, JR., Esquire, Haws & Burke, P.C., 15 Rittenhouse Place, Ardmore, PA 19003, atty.

WHITEHEAD, Richard D., late of West Goshen Township. Doris K. Whitehead, care of KARYN L. SEACE, Esquire, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, Executrix. KARYN L. SEACE, Esquire, Nescio & Seace, LLP, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, atty.

3rd Publication

ANDRESS, Muriel C., late of East Caln Township. Geraldine A. Wilimzig, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue Downingtown, PA 19335, Executor. JAY G. FISCHER, Esquire, Valocchi & Fischer Law Office, 342 East Lancaster Avenue Downingtown, PA 19335, atty.

ASHLEY, Cathy, late of West Chester Borough. Kenneth Kimmeldorf, care of COURTNEY E. DOLAWAY, Esquire, 1835 Market St., Ste. 1050, Philadelphia, PA 19103, Administrator. COURTNEY E. DOLAWAY, Esquire, Flaster Greenberg P.C., 1835 Market St., Ste. 1050, Philadelphia, PA 19103, atty.

BADALAMENTI, Florence A., late of East Caln Township. Dina DeAngelis, care of MURRAY S. ECKELL, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Executrix. MURRAY S. ECKELL, Esquire, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, PC, 300 W. State St., Ste. 300, Media, PA 19063, atty.

BALDWIN, IV, Henry Clay, late of Highland. Lisa JS Baldwin, 52 Beaver Dam Road, Coatesville, PA 19320, Administratrix. ALLAN GREENWOOD, Esquire, Siana Law, 941 Pottstown Pike, Chester Springs, PA 19425, atty.

BERTOLET, Kenneth P., a/k/a Kenneth Paul Bertolet, late of North Coventry Township. Janet L. Reese, 3974 Cedar Drive, Walnutport, PA 18088, Executrix. LEE F. MAUGER, Esquire, Mauger & Meter, P.O. Box 698, 1401 E. High St. Pottstown, PA 19464, atty.

BINDER, Lorna, late of West Goshen Township. Ira D. Binder, 227 Cullen Rd, Oxford, PA 19363, Executor. Ira D. Binder, Esquire, 227 Cullen Rd, Ox-

ford, PA 19363, atty.

BOND, Antionette E., a/k/a Antionette E. Saluti, late of Berwyn. Joseph M. Bond, 147 Tannery Run Circle, Berwyn, PA 19312, Administrator. MARK S. PEARLSTEIN, Esquire, Law Office of Mark S. Pearlstein, 175 Strafford Avenue, Suite One, Wayne, PA 19087, atty.

DERRYBERRY, Elizabeth M., late of Coatesville. Jonathan C. Redifer, care of 11 Eastbrooke Drive, Ephrata, PA 17522, Executor.

DiCAMILLO, Adolph Louis, late of East Whiteland Township. William D. Kennedy, 1650 Market St., One Liberty Place, Ste. 1800, Philadelphia, PA 19103-7395, Executor. WILLIAM D. KENNEDY, Esquire, White and Williams LLP, 1650 Market St., One Liberty Place, Ste. 1800, Philadelphia, PA 19103-7395, atty.

DIEFENDERFER, Heide Boldt, late of Schuylkill. Britta Pekofsky, 544 Red Coat Lane, Phoenixville, PA 19460, Executrix.

EDWARDS, Anna May, late of Caln Township. Steven A. Edwards, 615 Downingtown Pike, Apt. A-205, West Chester, PA 19380, Executor. FRANK W. HAYES, Esquire, Hayes & Romero, 31 South High Street, West Chester, PA 19382, atty.

FUCHS, Patricia Ann, late of Penn Township. Brian E. Fuchs, care of JOSEPH A. BELLINGHERI, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. JOSEPH A. BELLINGHERI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

FURY, Rosemarie G., a/k/a Rosemarie Fury, a/k/a Rosemarie Gunning, late of West Goshen Township. Kimberlee Myles and James Gunning IV, care of BRUCE A. HERALD, Esquire, 120 John Robert Thomas Dr, Exton, PA 19341, Executors. BRUCE A. HERALD, Esquire, Bruce Alan Herald, A Professional Corporation, 120 John Robert Thomas Dr, Exton, PA 19341, atty.

GAITHER, Marie, late of West Goshen Township. Antonio L. Thompson, care of ANN DUKE, Esquire, 228 Dean St., West Chester, PA 19382, Administrator. ANN DUKE, Esquire, Duke Law Offices, 228 Dean St., West Chester, PA 19382, atty.

GOSS, Rebecca Ashton, late of West Goshen Township. Rebecca Kennedy and Thomas A. Goss, care of KEVIN HOLLERAN, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Co-Executors. KEVIN HOLLERAN, Esquire, Gawthrop Greenwood, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-

0562, atty.

HARTWICK, Peggy R., late of Uwchlan. Helen Ann Brickles, 418 Baldweaton Dr., Exton, PA 19341, Executrix.

HICKEY, Frances R., late of East Pikeland Township. Pamela S. Leiby, 245 Beacon Drive, Phoenixville, PA 19460, Executor.

JENSEN, Wilhelmine, a/k/a Helen Jensen, late of Phoenixville Borough. William Jensen, 31 Wincrest Dr., Phoenixville, PA 19460, Executor.

JENSEN, Erik, late of Phoenixville Borough. William Jensen, 31 Wincrest Dr., Phoenixville, PA 19460, Executor.

LEFLAR, Donald Vincent, a/k/a Donald V. Leflar, a/k/a Donald Leflar, late of North Coventry Township. George M. Nikolaou Esq., 166 Allendale Road, King of Prussia, PA 19406, Administrator. GEORGE M. NIKOLAOU, Esquire, 166 Allendale Road, King of Prussia, PA 19406, atty.

LISZEWSKI, Rita C., late of Easttown Township. Denise J. Liszewski and Theodore J. Liszewski, care of KAREN CONN MAVROS, Esquire, 237 S. Bryn Mawr Avenue, Suite 100, Bryn Mawr, PA 19010, Co-Executors. KAREN CONN MAVROS, Esquire, Main Line Law Associates, 237 S. Bryn Mawr Avenue, Suite 100, Bryn Mawr, PA 19010, atty.

LODGE, Elizabeth Hunt, late of Westtown Township. Edmund J. Lodge, 80 Sharon Drive, Shermans Dale, PA 17090, Executor. ELIZABETH T. STEFANIDE, Esquire, Law Office of Elizabeth T. Stefanide, 339 W. Baltimore Avenue, Media, PA 19063, atty.

MAHONEY, Theresa A., late of Willistown Township. Dennis J. Mahoney, 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.

MARRONE, Roberta M., late of Westtown Township. Paul D. Marrone, care of LOUIS N. TETI, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. LOUIS N. TETI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

MESSANA, Debra J., late of West Whiteland Township. Joseph C. Messana, care of LOUIS N. TETI, Esquire, 17 W. Miner St., West Chester, PA 19382, Administrator. LOUIS N. TETI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

MUOIO, Joseph, late of Kennett Square Township. Joseph Muoio, 1166 Meghan Court, West Chester, PA 19382, Executor. **KENNETH C. RUSSELL**, Esquire, Baratta, Russell & Baratta, 3500 Reading Way, Huntingdon Valley, PA 19006, atty.

MUOIO, Antoinette, late of East Marlborough Township. Joseph Muoio, 1166 Meghan Court, West Chester, PA 19382, Executor. **KENNETH C. RUSSELL**, Esquire, Baratta, Russell & Baratta, 3500 Reading Way, Huntingdon Valley, PA 19006, atty.

NIELSEN, Gary Sven, late of Spring City Borough. M. Constance Nielsen, care of **ROBERT A. ALSTON**, Esquire, 101 Greenwood Ave., Ste. 500, Jenkintown, PA 19046, Executrix. **ROBERT A. ALSTON**, Esquire, Friedman Schuman, 101 Greenwood Ave., Ste. 500, Jenkintown, PA 19046, atty.

ORTEGA, Opal Leora, late of Oxford Borough. George S. Ortega, Jr., 705 Lincoln St., Oxford, PA 19363, Administrator. **JANNA M. PELLETIER**, Esquire, 535 N. Church St., Ste. 309 West Chester, PA 19380, atty.

O'ROURKE, Mary Agnes, late of West Goshen Township. Eileen McMonagle, 7 Ansley Dr., Downingtown, PA 19335, Executrix. **ANN DUKE**, Esquire, Duke Law Offices, 228 Dean St., West Chester, PA 19382, atty.

OSTER, SR., William Donald, late of West Caln Township. Wayne Alfred Bond, 5865 Shady Lane, Nazareth, PA 18064, Executor. **DONALD F. KOHLER, JR.**, Esquire, 27 South Darlington Street, West Chester, PA 19382, atty.

PRESTON, III, Seymour S., late of East Goshen Township. Jean H. Preston & Shelley S. Preston, care of **ANDREW H. DOHAN**, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executors. **ANDREW H. DOHAN**, Esquire, Lentz, Cantor & Massey, LTD., 460 E. King Road, Malvern, PA 19355-3049, atty.

REYBURN, Luther F., late of Upper Oxford Township. Carolyn A. Reyburn, 2280 Edenton Road, Cochranville, PA 19330, & Bruce Thompson, 4615 Newark Road, Cochranville, PA 19330, Executors. **SAMUEL A. GOODLEY, III**, Esquire, Sam Goodley Law LLC, PO Box 80, Oxford, PA 19363, atty.

SIMMS, Jacqueline Myers, late of Tredyffrin Township. Wendy C. Daniels and Joel S. Daniels, III, care of **TARA M. WALSH**, Esquire, 30 Valley Stream Parkway, Malvern, PA 19355, Executors. **TARA M. WALSH**, Esquire, Stradley, Ronon, Stevens & Young, LLP, 30 Valley Stream Parkway, Malvern, PA 19355, atty.

SLACK, Alan P., late of West Chester. Gail R. Rader, care of **EVAN K. HAMBLETON**, Esquire, 42 North High Street West Chester, PA 19380, Executor. **EVAN K. HAMBLETON**, Esquire, Saling, Litvin, & Hambleton, 42 North High Street West Chester, PA 19380, atty.

SUTTON, Terry Lee, late of West Goshen Township. Loragene I. Sutton, care of **KRISTEN L. BEHRENS**, Esquire, 457 Haddonfield Rd., Ste. 700, Cherry Hill, NJ 08002, Administratrix. **KRISTEN L. BEHRENS**, Esquire, Dilworth Paxson LLP, 457 Haddonfield Rd., Ste. 700, Cherry Hill, NJ 08002, atty.

TAYLOR, Irene B., late of Honey Brook Township. Robert Taylor and Patricia Taylor, care of **L. PETER TEMPLE**, Esquire, P. O. Box 384, Kennett Square, PA 19348, Administrators. **L. PETER TEMPLE**, Esquire, Larmore Scarlett LLP, P. O. Box 384, Kennett Square, PA 19348, atty.

THOMPSON, JR., John C., late of Westtown Township. John C. Thompson, III, care of **ANN DUKE**, Esquire, 228 Dean St., West Chester, PA 19382, Executor. **ANN DUKE**, Esquire, Duke Law Offices, 228 Dean St., West Chester, PA 19382, atty.

TINDER, Gerald Joseph, a/k/a Gerald J. Tinder, late of East Bradford Township. Elizabeth M. Tinder, care of **TOM MOHR**, Esquire, 301 W. Market Street, West Chester, PA 19382, Administrator. **TOM MOHR**, Esquire, Tom Mohr Law Office, PC, 301 W. Market Street, West Chester, PA 19382, atty.

WHEATLEY, Addie E., late of Phoenixville Borough. Brenda D. Cambridge, care of **TOM MOHR**, Esquire, 301 W. Market Street, West Chester, PA 19382, Executor. **TOM MOHR**, Esquire, Tom Mohr Law Office, PC, 301 W. Market Street, West Chester, PA 19382, atty.

NONPROFIT CORPORATION NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, on July 1, 2020, for the purpose of forming a non-profit corporation under the Non-Profit Corporation Law of the Commonwealth of Pennsylvania.

The name of the corporation is First American Church of the Slavic Native Faith, Inc.

Articles of Incorporation were filed on Friday, July 10, 2020

Articles of Incorporation are effective on Tuesday, July 14, 2020

The purpose or purposes for which it was organized are: to establish and maintain a church of the Slavic Native Faith in the Americas.

3rd Publication of 3

TRUST NOTICE

Let all persons be on notice that RUTH W. ABEL, late of West Brandywine Township, died on 3/25/20, leaving a Revocable Living Trust.

The trustee of the Revocable Living Trust is LINDA A. HULTGREN. The attorney for the trust is BARRY S. RABIN, Esquire.

All persons having claims or demands on the decedent or the trust are requested to make them known, and all persons indebted to the said decedent or trust are requested to make payment without delay. Linda A. Hultgren, c/o the Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown, PA 19335.

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

PUBLIC NOTICE FOR REAPPOINTMENT OF AN INCUMBENT MAGISTRATE JUDGE

The current term of office of United States Magistrate Judge Timothy R. Rice at Philadelphia, Pennsylvania and Reading, Pennsylvania is due to expire on March 21, 2021. The United States District Court is required by law to establish a panel of citizens to consider the reappointment of the Magistrate Judge to a new eight-year term.

The duties of a Magistrate Judge in this court include the following: (1) conduct of most preliminary proceedings in criminal cases; (2) trial and disposition of misdemeanor cases; (3) conduct of various pretrial matters and evidentiary proceedings on delegation from a district judge; and (4) trial and disposition of civil cases upon consent of the litigants.

Comments from members of the bar and the public are invited as to whether the incumbent magistrate judge should be recommended by the panel for reappointment by the court and should be directed to:

Kate Barkman, Clerk of Court
2609 United States Courthouse
601 Market Street
Philadelphia, PA 19106

***ATTN: Human Resources Department
Magistrate Judge Reappointment***

Comments must be received by August 31, 2020.

Juan R. Sánchez
Chief Judge

Dated: July 13, 2020

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

PUBLIC NOTICE FOR REAPPOINTMENT OF AN INCUMBENT MAGISTRATE JUDGE

The current term of office of United States Magistrate Judge David R. Strawbridge at Philadelphia, Pennsylvania is due to expire on April 25, 2021. The United States District Court is required by law to establish a panel of citizens to consider the reappointment of the Magistrate Judge to a new eight-year term.

The duties of a Magistrate Judge in this court include the following: (1) conduct of most preliminary proceedings in criminal cases; (2) trial and disposition of misdemeanor cases; (3) conduct of various pretrial matters and evidentiary proceedings on delegation from a district judge; and (4) trial and disposition of civil cases upon consent of the litigants.

Comments from members of the bar and the public are invited as to whether the incumbent magistrate judge should be recommended by the panel for reappointment by the court and should be directed to:

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***ATTN: Human Resources Department
Magistrate Judge Reappointment***

Comments must be received by August 31, 2020.

Juan R. Sánchez
Chief Judge

Dated: July 13, 2020

Sheriff Sale of Real Estate

By virtue of the within mentioned writs directed to Sheriff Fredda L. Maddox, the herein-described real estate will be sold at public sale in the Chester County Justice Center at 201 W Market Street, 3rd Floor, Room 3300, West Chester, Pennsylvania, as announced on **Thursday, August 20th, 2020 at 11AM.**

Notice is given to all parties in interest and claimants that the Sheriff will file with the Prothonotary and in the Sheriff’s Office, both located in the Chester County Justice Center, 201 W Market Street, West Chester, Pennsylvania, Schedules of Distribution on **Monday, September 21st, 2020.** Distribution will be made in accordance with the Schedules unless exceptions are filed in the Sheriff’s Office within ten (10) days thereafter.

N.B. Ten percent (10%) of the purchase money must be paid at the time and place of sale. **Payment must be paid in cash, certified check or money order made payable to the purchaser or “Sheriff of Chester County”. The balance must be made payable to “Sheriff of Chester County”, within twenty-one (21) days from the date of sale by 4PM.**

FREDDA L. MADDOX, SHERIFF

3rd Publication

SALE NO. 20-8-328

Writ of Execution No. 2020-00464

DEBT \$6,427.10

ALL THAT CERTAIN unit, designated Number 2 Unit Number 7 being a Unit in Old Forge Crossing Condominium, Situate in the Township of Tredyffrin, County of Chester and Commonwealth of Pennsylvania, as designated in Dec-

laration of Condominium of Old Forge Crossing Condominium, bearing the date the 26th day of May A.D. 1981 and recorded in the Office for the Recording of Deeds in and for the County of Chester at West Chester, Pennsylvania on the 27th day of May A.D. 1981 and recorded on the 27th day of May A.D. 1981 in Condominium Plan Book 3516, page.

BEING KNOWN AS 7 Old Forge Crossing, Devon, Pennsylvania. PARCEL NO. 43-5-428

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: Old Forge Crossing Condominium Association

VS

DEFENDANT: **Michael Keefer, Executor of Estate of Mary Cameron Keefer**

SALE ADDRESS: 7 Old Forge Crossing, Devon, PA 19333

PLANTIFF ATTORNEY: **Steven L. Sugarman & Associates 610-889-0700**

SALE NO. 20-8-329

Writ of Execution No. 2014-10955

DEBT \$140,807.81

ALL THAT CERTAIN lot or piece of ground, Situate in the Township of North Coventry, County of Chester and Commonwealth of Pennsylvania, bounded and described according to a Plan of Martin Farm Subdivision prepared by Bursich Associates, Inc., dated 6/7/1996 last revised 311511999 and recorded as Plan No. 15041, as follows, to wit:

BEGINNING at a point on the Northeastly side of Road A (50 feet wide), a corner of Lot

No. 36 on said Plan; thence from said beginning point, leaving Road A and ex-

tending along Lot 36, North 70 degrees 56 minutes 51 seconds East, 190.84 feet to a point in line of Lot No. 46 on said plan; thence extending along Lot 46, South 19 degrees 03 minutes 09 seconds East, 105.00 feet to a point, a corner of Lot No. 38 on said plan; thence extending along Lot 38, South 70 degrees 56 minutes 51 seconds West 190.84 feet to a point on the North Easterly side of Road A, aforesaid; thence extending along Road A, North 19 degrees 03 minutes 09 seconds West, 105.00 feet to the first mentioned point and place of beginning.

Tax ID: 17-3-280.40

PLAINTIFF: U.S. Bank Trust National Association, as Trustee of Bungalow Series F

VS

DEFENDANT: **Geoffrey J. Cross and Lori J. Cross and United States**

SALE ADDRESS: 1155 Wendler Circle, Pottstown, PA 19465

PLANTIFF ATTORNEY: **Parker McCay PA 856-596-8900**

SALE NO. 20-8-330

Writ of Execution No. 2018-12403

DEBT \$386,920.13

All that certain lot or piece of ground with the building and improvements thereon erected, situate in the Township of Kennett, County of Chester and Commonwealth of Pennsylvania. described in accordance with a plan of property of James H. Perry and Ethelyn A. Perry (deceased), made by Howard L. Robertson, civil engineer and surveyor, Wilmington, Delaware dated November 30, 1985 as follows:

BEGINNING at a point in the Northeasterly side of the Kennett Pike, said point of Beginning being the Northeast-

erly end of a 20 foot radius intersection curve joining the said Northeasterly side of the Kennett Pike with the northwesterly side of Byron Road (50 feet wide); Thence from said point of beginning by the said Northeasterly side of Kennett Pike Keeping Parallel to and 30 feet Northeasterly of the center line thereof the following two courses and distances (1) North 38 degrees 58 minutes, 50 seconds west 144.99 feet to a point of curve to the right having a radius of 1033.22; (2) in a northwesterly direction by said curve to the right an arc distance of 97.28 feet to a point, thence by line of lands now or formerly of Sarah P. Ogden a/k/a Sara R. Ogden, unmarried the following two courses and distances; (1) North 87 degrees 23 minutes 30 seconds East 292.33 feet to a point; (2) North 23 degrees, 14 minutes, 30 seconds west, 80.00 feet to a point; thence by lot No. 2 the following two courses and distances; (1) North 66 degrees 45 minutes 30 seconds East, 37.07 feet to a point; (2) South 50 degrees 56 minutes, 2 seconds East 271.22 feet to a point in the aforementioned northwesterly side of Byron road; Thence thereby the following two courses and distances (1) in a Southwesterly direction by an arc of a curve to the left having a radius of 380 feet; an arc distance of 60 feet to a point of tangency; (2) South 53 degrees, 1 Minute, 10 seconds west, 328.42 feet to a point of curve of a 20 foot radius intersection curve to the right; Thence in a southwesterly and northwesterly direction by said curve to the right an arc distance of 31.42 feet to the place of beginning. Being No. 1 Lot on said plan.

Tax ID: 62-2-48.3

PLAINTIFF: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificate holders of the CWABS, Inc., Asset-Backed Certificates, Series 2006-26

VS

DEFENDANT: Victoria Perry Robinson and Michael Robinson

PLAINTIFF: Susquehanna Capital Management, LLC

SALE ADDRESS: 1 Byron Court, Chadds Ford, PA 19317

VS

DEFENDANT: Rita A. Cheung

PLANTIFF ATTORNEY: Parker McCay PA 856-596-8900

SALE ADDRESS: 771 E. Lincoln Highway, Coatsville, PA 19320

PLANTIFF ATTORNEY: Pillar Aught LLC 717-308-9910

SALE NO. 20-8-332

Writ of Execution No. 2019-05433

DEBT \$89,124.29

ALL THAT CERTAIN lot of land, situate in the City of Coatesville, County of Chester County, State of Pennsylvania known as 771 E. Lincoln Highway, bounded and described as follows:

BEGINNING at the intersection of the West curb line of North 8th Avenue with the North curb line of East Lincoln Highway; thence along the said North curb line of East Lincoln Highway, South 80 degrees, 54 minutes West, 24.7 feet to point of other lands of the Grantors herein; thence by the same, North 9 degrees, 16 minutes West, 112 feet to the South line of private alley; thence by the same, North 80 degrees, 54 minutes East, 24.7 feet to the West curb line of North 8th Avenue; thence by the same, South 9 degrees, 16 minutes East, 112.00 feet to the point or place of beginning.

BEING the same premises which Igor Pronin and Alia Pronin, husband and wife, Dmitry Pronin and Tanya Pronin, aka Tatyana Pronin, husband and wife, by Indenture dated November 20, 2004 and recorded in the Recorder of Deeds, in and for the County of Chester, aforesaid, in Record Book 6357 page 1680 &c., granted and conveyed unto Hedrick D. Cheung and Rita A. Cheung, in fee. Hedrick D. Cheung (deceased) as of March 27, 2014

BEING Parcel #16-6-266