

**UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT**

FOR IMMEDIATE RELEASE

July 22, 2024

PHILADELPHIA - Chief Judge Michael A. Chagares of the United States Court of Appeals for the Third Circuit announced the launch today of a new website devoted to preserving and presenting the history of the Court. Archival materials, historical photographs, selected oral history videos, and much more are now available on the public website of the United States Court of Appeals for the Third Circuit at <https://www.ca3.uscourts.gov/history>.

“My colleagues and I are thrilled that we can honor the rich history of our Court by making this repository of materials available to the public,” said Chief Judge Chagares. “Our Court takes tremendous pride in its history and traditions. Our library staff has carefully preserved and archived the photographs, videos, and other records that so vividly capture the remarkable individuals who have had the honor to serve on the Third Circuit. By opening this window to our past, we hope to shine a light on the people and events that have made the Court special, and to afford students, educators, and the public at large a chance to learn more about the Court and its distinguished history.”

The new website was created by Third Circuit Librarians Erik Andrews, Stephanie Bowen, and Michael Hayes. Much of the material comes from the Third Circuit Libraries’ digital collections and archives, curated by Archivist and Librarian Stephanie Bowen. New materials will continue to be added to the website as they become available. “Our librarians hope that you enjoy this wonderful historical resource—the first of its kind for a federal court of appeals,” said Third Circuit Librarian Melissa J. Bernstein.

Chief Judge Chagares also announced today the coming publication of a comprehensive book on the history of the United States Court of Appeals for the Third Circuit, with a release expected in early 2026. Chief Judge Chagares said: “I am excited to announce that the Court’s illustrious history will be chronicled in a book that should appeal to lawyers, history buffs, and general readers alike. In tandem with establishing our new website, telling the story of the Court’s history will deepen an understanding of the vital role that this institution and its judges have played in shaping the lives of ordinary citizens and preserving the rights and freedoms guaranteed by our Constitution. We very much look forward to sharing the fascinating story of our Court’s history.”

The Third Circuit is comprised of the federal courts within Pennsylvania, New Jersey, Delaware, and the U.S. Virgin Islands. The Third Circuit libraries consist of a headquarters in Philadelphia and eight branch libraries located in federal courthouses in Camden, Harrisburg, Newark, Pittsburgh, St. Croix, St. Thomas, Trenton, and Wilmington.

Questions regarding the court history website may be emailed to library@ca3.uscourts.gov. Our librarians welcome feedback on their effort to preserve the history of the United States Court of Appeals for the Third Circuit.

Court of Common Pleas of Lancaster County
Civil Action - Law

Goodville Mutual Casualty Co. v. McNear
 Summary Judgment – Motor Vehicle Financial Responsibility
 Law (“MVFRL”) – Underinsured motorist benefits – multi-vehicle
 policy

Summary judgment shall only be granted in cases where the record contains no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law; When the words of a statute are clear and free from all ambiguity, the letter of it is not to be disregarded under the pretext of pursuing its spirit. Words and phrases within a statute must be construed according to the rules of grammar and according to their common and approved usage and must be read within the context of the remaining statutory language; Under Pennsylvania law, the purchase of underinsured motorist (UIM) benefits and uninsured motorist (UM) benefits coverage is optional. 75 Pa. C.S.A. §1731(a) and (c); A named insured may request in writing the issuance of coverages under section 1731 (relating to availability, scope and amount of coverage) in amounts equal to or less than the limits of liability for bodily injury. 75 Pa. C.S.A. §1734; An insurer cannot issue a policy unless it provides for UM and UIM coverage equal to the limits of liability for bodily injury. Should an applicant choose to not purchase these optional benefits, the insurer must obtain a waiver or rejection form from the applicant. The failure to produce a valid waiver or rejection form entitles the insured to coverage equal to the bodily injury limits; Section 1731 of the MVFRL contains stringent requirements for rejecting UM and UIM coverage; however the MVFRL does not contain the same strict requirements for section 1734 (pertaining to a request for UIM or UM coverage in amounts equal to or less than the limits of liability for bodily injury); Adding another vehicle onto an existing policy constitutes a “purchase” under section 1738 of the MVFRL requiring a new stacking waiver; The General Assembly chose to not use the word “purchase” when drafting section 1734 of the MVFRL; Statutory Construction Act – Words should not be inserted into a statute that are plainly not there; Insurance – It is after the purchase of the policy occurs, that the insured may elect different UIM coverage amounts as reflected by the legislature’s use of the words “issuance of coverages” in Section 1734 rather than “purchase” of coverages; Statutory Construction Act – A material difference in subject matter allows for different treatment even though the statutes are viewed *in pari materia* in a broad sense and the explicit distinction in the language used by the General Assembly allows for differential treatment of statutes; Section 1791 of the MVFRL requires insurers to provide applicants with an “IMPORTANT NOTICE” advising what types of benefits and the amounts that are available at the time when a policy is purchased. The applicant’s signature on the form indicates their understanding of the availability of these benefits and limits as well as the benefits

and limits selected; Once the Insurer fulfills its obligations pursuant to sections 1731 and 1734 of the MVFRL, the Insurer has no further obligation to provide the Insured with an additional notice regarding the amount of UIM coverages available when the insurer adds another vehicle to the policy.

Opinion and Order. Goodville Mutual Casualty Co. v. Mallory McNear, Karen McNear and Todd McNear. No. CI-20-03012.

James C. Haggerty, Esquire for McNear

Richard Yost, Esquire for Goodville Mutual Casualty Co.

OPINION AND ORDER BY CONRAD, J., May 25, 2023. Before the Court are the Cross-Motions for Summary Judgment filed on behalf of Plaintiff, Goodville Mutual Casualty Company (“Goodville”) and Defendants Mallory McNear, Karen McNear and Todd McNear (“McNear”).¹ At issue is the interpretation of Section 1734 of the Pennsylvania Motor Vehicle Responsibility Law, (“MVFRL”) 75 Pa. C.S.A. §§ 1701 et seq. For the reasons set forth below, the motion of Plaintiff will be granted and the Defendants’ motion will be denied.

PROCEDURAL AND FACTUAL BACKGROUND

On October 21, 2018, Mallory McNear sustained personal injuries as a result of a motor vehicle accident. After resolving the claim against the tortfeasor, she made a claim for Underinsured Motorists benefits (“UIM”) under the Goodville policy issued to her parents Karen and Todd E. McNear.² Goodville tendered what it claimed was due McNear pursuant to the policy, which was \$150,000.00 UIM benefits, subject to a complete reservation of rights to file a Declaratory Judgment action, for personal injuries sustained by Mallory McNear.

On March 25, 2020, Goodville filed its complaint for declaratory judgment, seeking an Order declaring that Goodville has paid its full UIM coverage limits in the amount of \$150,000.00 (\$50,000.00 each person/\$100,000 each accident for three vehicles, stacked) for Mallory McNear’s UIM claim in accordance with the policy limits and the MVFRL. On November 18, 2020, McNear filed an Answer and asked the Court to enter judgment in their favor and declare that Goodville provide UIM coverage in the amount of \$250,000.00/\$500,000.00 per vehicle multiplied by three vehicles insured under the policy for a total UIM limits of \$750,000.00/\$1.5 million less the \$150,000.00 amount already paid by Goodville.

On May 6, 2022, following discovery but before any summary judgment motions were filed, the parties filed a Stipulation of Undisputed Facts which was later supplemented on April 14, 2023. The supplemental Stipulation of Undisputed Facts filed on April 14, 2023, is set forth in its entirety below.³

1. Goodville issued a personal auto policy to Karen McNear and Todd McNear (“Goodville Policy”) effective February 23, 2012. A true and correct copy of the Declaration Pages for the issuance

¹ According to the filings of the parties, Karen McNear is now deceased.

² See Goodville Complaint and McNear Answer ¶ 11; Goodville Motion Summary Judgment and McNear Answer, ¶¶ 1-27.

³ The file was originally assigned to the President Judge David L. Ashworth on April 6, 2020. On July 20, 2022, the file was reassigned to the Honorable Shawn M. Long who passed away on January 7, 2023. The file was reassigned to the undersigned on January 18, 2023.

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- of the Goodville Policy is attached as Exhibit “A.”
2. Mallory McNear is the daughter of Karen McNear and Todd McNear.
 3. At all times material hereto, Mallory McNear resided with her parents, Karen McNear and Todd McNear.
 4. The Goodville Policy had an inception date of February 23, 2012. See Exhibit “A.”
 5. The Goodville Policy was thereafter renewed every six months.
 6. The Goodville Policy remained in effect at the time of the October 21, 2018 accident forming the basis of the claims in this matter. A true and correct copy of the Declarations Pages for the Goodville Policy in effect at the time is attached as Exhibit “B.”
 7. At the time of inception, the Goodville Policy provided, *inter alia*, \$250,000.00 Each Person/\$500,000.00 Each Accident in Bodily Injury Liability coverage and \$50,000.00 Each Person/\$100,000.00 Each Accident in stacked underinsured motorist coverage for three (3) vehicles.
 8. On February 25, 2012, Karen McNear, the first named insured under the Goodville Policy, signed a § 1734 Election of Lower Limits of Underinsured Motorist Coverage, electing \$50,000.00 Each Person/\$100,000.00 Each Accident in stacked underinsured motorist coverage for three (3) vehicles. True and correct copies of the Personal Auto Application and the various forms signed in connection with the Goodville Policy are attached as Exhibit “C.”
 9. At the time of inception, the Goodville Policy provided coverage for the following three vehicles:
 - 2022 Ford Taurus;
 - 2001 Nissan XT; and
 - 1995 Chevrolet Suburban

See Exhibit “A.”
 10. On October 27, 2012, a 2004 Ford Expedition was added to the Goodville Policy increasing the number of vehicles on the policy from three to four. True and correct copies of the Endorsement and the Declarations Pages are attached as Exhibit “D.”
 11. No new § 1734 Election of Lower Limits of Underinsured Motorist Coverage was obtained by Goodville from Karen McNear or Todd McNear following the addition of the 2004 Ford Expedition to the Goodville Policy.
 12. On June 27, 2013, the 2001 Nissan XT was removed from the Policy thereby reducing the number of vehicles insured under the Goodville Policy from four to three. True and correct copies of the Endorsement and Declarations Pages are attached as Exhibit “E.”
 13. On May 19, 2017, the 2002 Ford Taurus was removed from the Goodville Policy reducing the number of vehicles on the Goodville Policy from three to two. True and correct copies of the Endorsement and Declarations Pages are attached as Exhibit “F.”
 14. On May 25, 2018, a 2018 Jeep Cherokee was added to the Goodville Policy increasing the number of vehicles on the policy from two to three. True and correct copies of the Endorsement and Declarations Pages are attached as Exhibit “G.”

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15. No new § 1734 Election of Lower Limits of Underinsured Motorist Coverage was obtained from Karen McNear and Todd McNear by Goodville following the addition of the 2018 Jeep Cherokee to the Goodville Policy.
 16. On October 21, 2018, Mallory McNear was a passenger in a vehicle operated by Allan Mendenhall which was struck by a vehicle operated by Mary Thomas.
 17. Mallory McNear sustained injuries in the October 21, 2018 accident.
 18. The October 21, 2018 accident was caused by the negligence of Mary Thomas.
 19. Following the October 21, 2018 accident, Mallory McNear made a claim upon Mary Thomas and her insurer seeking recovery of damages in tort.
 20. Following receipt of the claim for recovery of damages in tort, the insurer for Mary Thomas tendered and paid to Mallory McNear the liability limits of coverage under that policy.
 21. Following the resolution of the tort claim, Mallory McNear made a claim upon Goodville for recovery of underinsured motorist benefits under the Goodville policy.
 22. At the time of the October 21, 2018 accident, the Goodville Policy insured the following three vehicles:
 - 1995 Chevrolet Suburban
 - 2004 Ford Expedition; and
 - 2018 Jeep Cherokee

See Exhibit "B."
 23. Following receipt of the claim of Mallory McNear for recovery of underinsured motorist benefits, Goodville tendered and paid to Mallory McNear \$150,000.00 in underinsured motorist coverage representing the \$50,000.00 limit stacked for three vehicles.
 24. No new § 1734 Election of Lower Limits of Underinsured Motorist Coverage was obtained from Karen McNear or Todd McNear by Goodville after February 25, 2012.
 25. No request for any changes to the coverage amounts for liability coverage, uninsured motorist coverage or underinsured motorist coverage was made by Karen McNear or Todd McNear upon Goodville for the coverages under the Goodville Policy after February 25, 2012.
 26. Mallory McNear maintains the position that the addition of new vehicles to the Goodville Policy after February 25, 2012 required Goodville to Obtain a new § 1734 Election of Lower Limits of Underinsured Motorist Coverage.
 27. Mallory McNear maintains the position that the failure of Goodville to obtain a new § 1734 Election of Lower Limits of Underinsured Motorist Coverage with the addition of new vehicles to the Goodville Policy requires that the limit of underinsured motorist coverage be reformed by Goodville from \$50,000.00 Each Person/\$100,000.00 Each Accident to \$250,000.00 Each Person/\$500,000.00 Each Accident stacked for three vehicles, namely, a total of \$750,000.00 in underinsured motorist coverage.
 28. Goodville maintains the position that (a) it was not required to obtain a new §1734 Election of Lower Limits of Underin-

sured Motorist Coverage when new vehicles were added to the Goodville Policy after the first named insured, Karen McNear, executed the § 1734 Election of Lower Limits of Underinsured Motorist Coverage on February 25, 2012; (b) that the limit of underinsured motorist coverage need not be reformed; and (c) therefore, Mallory McNear can obtain no additional underinsured motorist benefits from Goodville under the Goodville Policy.

On June 29, 2002, Goodville filed its Motion for Summary Judgment. On August 24, 2022, McNear filed an Answer to the Summary Judgment Motion and filed a Cross Motion for Summary Judgment. On September 14, 2022, Goodville filed its Answer to the Cross Motion.

As framed by Goodville, the issue is whether an election of lower UIM policy limits remains enforceable after a car is later added to the policy. The issue as framed by McNear is whether Goodville is required to obtain a new § 1734 Election of Lower Limits of uninsured and underinsured coverages under the MVFRL, when a new vehicle is added to an existing policy as the addition constitutes a “purchase.” McNear argues that the failure to obtain those new elections requires Goodville to provide the default liability coverage amount.

DISCUSSION

The facts are not disputed having been stipulated to by the parties in their cross-motions for summary judgment. The sole issue requires the Court to interpret a provision of the MVFRL, which, according to the parties, is a question of first impression. The question as viewed by the Court is whether an insurer must again provide its insured with a new section 1734 sign down form for lower underinsured motorist benefits when the insured adds another vehicle to an existing multi-vehicle policy. The standard for summary judgment provides as follows.

“A trial court should grant summary judgment only in cases where the record contains no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law.” *Bourgeois v. Snow Time, Inc.*, 663 Pa. 376, 397-98, 242 A.3d 637, 649-50 (2020)(citing *Summers v. Certainteed Corp.*, 606 Pa. 294, 997 A.2d 1152, 1159 (2010)). It is the moving party’s burden to demonstrate the absence of any issue of material fact, and the trial court must evaluate all the facts and make reasonable inferences in a light most favorable to the non-moving party. *Id.* The trial court must also resolve any doubts as to the existence of a genuine issue of material fact against the moving party and “may grant summary judgment only where the right to such a judgment is clear and free from doubt.” *Id.* (citing *Toy v. Metro. Life Ins. Co.*, 593 Pa. 20, 928 A.2d 186, 195 (2007)).

As can be seen from the stipulated facts and the incorporated exhibits with the policy application and the declaration pages, McNear has added and removed vehicles since the Goodville policy’s inception on February 23, 2012. It is undisputed that throughout the life of the Goodville policy, McNear never changed the amount of liability, the amount of Uninsured (“UM”) and Underinsured (“UIM”) coverage and undisputed that McNear never rejected UM/UIM coverage nor waived

stacking of UM/UM coverage.

There has been a tremendous amount of litigation concerning the sections pertaining to UM/UM coverage within the MVFRL. All of those appellate decisions began their analysis with the Statutory Construction Act and this Court is likewise guided.

When the words of a statute are clear and free from all ambiguity, the letter of it is not to be disregarded under the pretext of pursuing its spirit. Words and phrases within a statute must be construed according to the rules of grammar and according to their common and approved usage and must be read within the context of the remaining statutory language. It is only when the plain language of a statute is ambiguous that courts may resort to other tools of statutory construction in order to ascertain the General Assembly's intent.

Barnard v. Travelers Home and Marine Ins. Co., 654 Pa. 604, 612, 216 A.3d 1045, 1050-51 (internal citations omitted).

The statute in question, 75 Pa. C.S.A. § 1734, states as follows:

§ 1734 Request for lower limits of coverage.--

A named insured may request in writing the issuance of coverages under section 1731 (relating to availability, scope and amount of coverage) in amounts equal to or less than the limits of liability for bodily injury.

75 Pa. C.S.A. § 1734.

Because there is an internal cross reference and the two statutes apply to the same subject matter, section 1734 is to be read *in pari materia* with Section 1731. *Lewis v. Erie Ins. Exchange*, 568 Pa. 105, 117, 793 A.2d 143, 149 (2002). Section 1731, in relevant part, states:

§ 1731 Availability, scope and amount of coverage

(a) Mandatory offering. —No motor vehicle liability insurance policy shall be delivered or issued for delivery in this Commonwealth, with respect to any motor vehicle registered or principally garaged in this Commonwealth, unless ... underinsured motorist coverages are offered therein or supplemental thereto in amounts as provided in section 1734 (relating to request for lower limits of coverage). Purchase of uninsured motorist and underinsured motorist coverages is optional.

(c) Underinsured motorist coverage. —Underinsured motorist coverage shall provide protection for persons who suffer injury arising out of the maintenance or use of a motor vehicle and are legally entitled to recover damages therefor from owners or operators of underinsured motor vehicles. The named insured shall be informed that he may reject underinsured motorist coverage

75 Pa. C.S.A. § 1731(a) and (c).

Even though UM and UM benefits are optional, an insurer cannot issue a policy unless it provides UM and UM coverage equal to limits of liability for bodily injury.⁴ Because an applicant can choose to

⁴ 75 Pa. C.S.A. § 1731. The MVFRL further provides that an insurer may offer coverages in amounts higher than those required. 75 Pa. C.S.A. § 1736.

waive these benefits and thereby receive a lower premium, the insurer is statutorily required to obtain a waiver or rejection form from the applicant if the applicant chooses to not purchase these optional benefits. The language for the rejection forms for these benefits is set forth in 75 Pa. C.S.A. § 1731(b) and (c).⁵ In the event the insurer fails to produce a valid waiver or rejection form for uninsured or underinsured coverage, or both, as the case may be, an insured is entitled to coverage equal to the bodily injury liability limits. 75 Pa. C.S.A. § 1731(c)(1).

Unlike Section 1731 of the MVFRL, which contains stringent requirements for rejecting UM and UIM coverage, the following Pennsylvania appellate decisions demonstrate that the strict formalities found in section 1731 have not been applied to section 1734 election of lower limits.

In *Lewis v. Erie Insurance Exchange*, 568 Pa. 105, 793 A.2d 143 (2002), the Court held that 1731's "technical and remedial prescriptions" were only applicable in situations where UM/UIM was waived/rejected, and they did not apply to requests for reduction in UM/UIM coverage under section 1734. In that case the insured requested bodily injury coverage of \$500,000.00 and lower UM/UIM coverage of \$50,000.00.

The form was later modified by the insurer. It consisted of a single page which divided sections outlined in box style pertaining to UM and UIM respectively and broken down into whether there would be waiver or rejection of UM/UIM, reduction of UM/UIM coverage limits and rejection of stacked limits. The insured only signed the form where it stated "Reduced Limits of UM/UIM Motorist Protection" which was for \$50,000.00 but he did not sign the other boxes for rejection of coverage or rejection of stacked limits of coverage. Following a motor vehicle accident, the insured contended that the form was deficient as it did not conform to section 1731 which required the waiver/rejection for uim and UIM to be printed on separate pages. The insured claimed that he was entitled to \$500,000.00 the same as the liability coverage due to the deficient form.

The court rejected the insured's claim reasoning in part that: [A]lthough the General Assembly clearly designed both Sections 1731 and 1734 as relating to UM/UIM coverage, it is just as plain that it directed each provision to a different form of election: Section 1731(c.1) to outright waiver/rejection of coverage, and Section 1734 to selection of specific limits. Section 1731's cross-reference to Section 1734 makes this distinction

⁵ The UIM rejection form provides as follows:

REJECTION OF UNDERINSURED MOTORIST PROTECTION

By signing this waiver I am rejecting underinsured motorist coverage under this policy, for myself and all relatives residing in my household. Underinsured coverage protects me and relatives living in my household for losses and damages suffered if injury is caused by the negligence of a driver who does not have enough insurance to pay for all losses and damages. I knowingly and voluntarily reject this coverage.

Signature of First Named Insured

Date

(c.1) Form of waiver.--Insurers shall print the rejection forms required by subsections (b) and (c) on separate sheets in prominent type and location. The forms must be signed by the first named insured and dated to be valid. The signatures on the forms may be witnessed by an insurance agent or broker. Any rejection form that does not specifically comply with this section is void. If the insurer fails to produce a valid rejection form, uninsured or underinsured coverage, or both, as the case may be, under that policy shall be equal to the bodily injury liability limits. On policies in which either uninsured or underinsured coverage has been rejected, the policy renewals must contain notice in prominent type that the policy does not provide protection against damages caused by uninsured or underinsured motorists. Any person who executes a waiver under subsection (b) or (c) shall be precluded from claiming liability of any person based upon inadequate information.

explicit in describing Section 1734 as relating to request for lower limits of coverage.

Id. 568 Pa. at 122, 793 A.2d at 143 (citing 75 Pa.C.S. § 1735(a)).

The Court continued by saying, “[A]lthough we view the statutes as *in pari materia* in a broad sense, the material difference in their subject matter allows for different treatment to the extent that this would appear to be legislatively intended.” *Id.* (citing 1 Pa.C.S. § 1932 (prescribing for particularized treatment concerning statutes deemed *in pari materia* only where related to the same (or same class of) persons or things.)).

In *Smith v. Hartford Ins. Co.*, 849 A.2d 277 (Pa. Super. 2004) *app. den.* 581 Pa. 708, 867 A.2d 524 (2005), the Superior Court held that a section 1731 total rejection of UM/UM coverage, remains valid even when coverage is increased. In that case, the insured purchased an automobile policy which included \$300,000 of UM and UM coverage. A few months later, the insured executed a waiver of UM coverage on a separate piece of paper. No subsequent rejection forms were ever given to the insured from the insurer although the renewal notices provided to the insurer contained a notice stating that the policy provided no uninsured or underinsured coverage.

A few years later, the insured increased liability coverage when he purchased an umbrella policy. A few years after that, the insured and his wife were in an automobile accident with an underinsured motorist that caused serious injuries to the wife.

After the insurer denied coverage based on the rejection form signed by her husband, the wife brought suit on the theory that the rejection form supplied by the insurer was not in compliance with statutory mandates and were void. The trial court found that the insured’s rejection of coverage complied with the statutory requirements of section 1731 of the MVFRL. The trial court *sua sponte* found, however, that when the insured increased the liability limits, the insured had “purchased” a new insurance policy requiring the insurer to supply new forms.

Although the Superior Court agreed with the trial court’s decision that the rejection of coverage was in accordance with the MVFRL, it rejected the trial court’s holding that the increased bodily injury limits was a “purchase” of a new policy requiring a waiver. The Superior Court explained that section 1734 requires the insured to affirmatively request the lower amount in writing and that unless such a request is made, the default for the UM/UM coverage is the bodily injury limits. *Smith* 849 A.2d at 281.

The Court in applying section 1791 found that the applicant for insurance had been informed of the choices available and the insurer had no other obligation to provide any further type of notice.⁶ The

⁶ Section 1791 provides in pertinent part:

It shall be presumed that the insured has been advised of the benefits and limits available under this chapter provided the following notice in bold print of at least ten-point type is given to the applicant at the time of application for original coverage, and no other notice or rejection shall be required:

IMPORTANT NOTICE

Insurance companies operating in the Commonwealth of Pennsylvania are required by law to make available for purchase the following benefits for you, your spouse or other relatives or minors in your custody or in the custody of your relatives, residing in your household, occupants of your motor vehicle or persons struck by your motor vehicle:

Court stated:

The General Assembly in writing this [section 1791] certainly knew that the purchase of an insurance policy was not a life-time contract. Policies are renewed, vehicles are bought and sold, amounts of coverage change. Yet, in spite of this knowledge, the General Assembly has specifically stated that once the applicant has purchased the policy and been informed of the choices available, no other notice or rejection shall be required.

Id. At 280.

In *Blood v. Old Guard Ins. Co.*, 595 Pa. 151, 934 A.2d 1218 (2007), the Pennsylvania Supreme Court held that as a matter of first impression that the named insured's request for reduction in liability coverage did not affect previous election of UIM limits for less than liability limits. In that case, the original policy, when purchased in 1986, was for \$500,000.00 liability coverage. The insured elected to reduce the UM/UIM coverage to only \$35,000.00 but with stacking for their three vehicles. Subsequently, in 2000, the insured elected to reduce the liability coverage to \$300,000.00. A few months later, the son of the insured was injured in a motor vehicle accident in which he was a passenger and suffered serious injuries. The driver of the vehicle at fault was underinsured.

The insurer offered \$105,000.00 to the insured representing the \$35,000.00 elected multiplied by the three vehicles. The insured claimed \$900,000.00 representing the liability limits multiplied by three.

The Court looked to the plain meaning of the statute and concluded that the language in section 1734 is plain, and the intent of the Pennsylvania General Assembly was clear.

By its terms a named insured may lower her statutorily provided UIM coverage limits by requesting in writing of her insurer to do so. The insurance company's obligation to *issue* a policy with UM/UIM coverage in an amount equal to the policy's bodily injury liability coverage is not relieved unless it has received such a written request.

Blood, 595 Pa. at 164-65, 934 A.2d at 1226. The Court could find no authority that the insurer was required to re-comply with the relevant sections of the MVFRL under the facts presented.

McNear argues that the Supreme Court's decision in *Barnard* changes the prior analysis regarding section 1734. Specifically, McNear con-

(6) Uninsured, underinsured and bodily injury liability coverage up to at least \$100,000 because of injury to one person in any one accident and up to at least \$300,000 because of injury to two or more persons in any one accident or, at the option of the insurer, up to at least \$300,000 in a single limit for these coverages, except for policies issued under the Assigned Risk Plan. Also, at least \$5,000 for damage to property of others in any one accident.

Additionally, insurers may offer higher benefit levels than those enumerated above as well as additional benefits. However, an insured may elect to purchase lower benefit levels than those enumerated above. Your signature on this notice or your payment of any renewal premium evidences your actual knowledge and understanding of the availability of these benefits and limits as well as the benefits and limits you have selected.

If you have any questions or you do not understand all of the various options available to you, contact your agent or company.

If you do not understand any of the provisions contained in this notice, contact your agent or company before you sign.

75 Pa.C.S. § 1791.

tends that section 1738's meaning of the word "purchase" should be imported to section 1731's use of the words "issuance and delivery" of a policy which is to be read *in pari materia* with section 1734.

In *Barnard* the insured purchased an auto policy for two vehicles and purchased UIM coverage in the amount of \$50,000 per vehicle but waived stacking of her UIM coverage limits. Two years later, the insured increased her UIM limits to \$100,000.00. After being involved in a motor vehicle accident with an underinsured motorist, the insured sought stacked benefits in the amount of \$200,000.00 arguing that the insurer was required to provide her with a new stacking waiver when she increased her UIM coverage limits.

The question, as certified from the United States Court of Appeals Third Circuit to the Pennsylvania Supreme Court, was whether an increase to the limits of underinsured motorist coverage for multiple vehicles that are insured under an existing policy constitutes a "purchase" for purposes of Subsection 1738(c) of the MVFRL. The Court held that an increase in limits of UIM coverage on each vehicle covered by the policy was a "purchase" entitling the insured to a new stacking waiver.

Section 1738 of the MVFRL governs stacking of UM/UIM coverage.⁷ Like section 1731, stacking is optional. Also like 1731, there are strict statutory requirements to be followed if the insured wishes to waive or reject stacking.

McNear relies heavily upon the analysis found in *Barnard* regarding the word "purchase" and what constitutes a "purchase" under section 1738(c) of the MVFRL requiring an insurer to provide renewed stacking waivers. This section states:

(c) More than one vehicle.--Each named insured purchasing uninsured or underinsured motorist coverage for more than one vehicle under a policy shall be provided the opportunity to waive the stacked limits of coverage and instead purchase coverage as described in subsection (b) [waiver]. The premiums for an insured who exercises such waiver shall be reduced to reflect the different cost of such coverage.

75 Pa. C.S.A. § 1738(c).

The Court in *Barnard* found the term "purchase" to be unambiguous and applied its plain meaning, "the act or an instance of buying," to the facts of the case finding that a "purchase" does not pertain to just the purchase of the initial policy. *Id.*, 216 A.3d at 1051. The Court found that adding a third vehicle to an existing policy constituted an "purchase" and required a new stacking waiver under section 1738.⁸

⁷ Stacking is part of the legislative scheme involving UIM and UM benefits. Stacking relates to the ability to add coverages from other vehicles and/or different policies to provide a greater amount of coverage available under any one vehicle or policy." *Franks* n. 1 (quoting *Everhart v. PMA Ins. Group*, 595 Pa. 172, 938 A.2d 301, 302 (2007) (Pa. 2023). The requirement that an insurer must obtain a signed waiver or rejection for stacking as set forth in 75 Pa. C.S.A. § 1738(d), is similar to the requirement for rejecting or waiving UM and UIM coverage found in section 1731. The coverage will be stacked if the insurer fails to obtain a stacking waiver and the coverage available to an insured is the sum of the limits for each motor vehicle. 75 Pa. C.S.A. § 1738.

⁸ *Barnard* found additional support in its decision based on *Sackett v. Nationwide*, 919 A.2d 194 (Pa. 2007) ("Sackett I") where the Supreme Court interpreted the MVFRL to require the insurer to obtain new waivers of stacking upon the "purchase" and "issuance" of additional UM/UIM coverage when an insured sought an increase of UM/UIM coverage limits under an existing policy. The Court's reasoning in *Sackett I* was that the insureds could not have purchased UIM stacking coverage for a third vehicle when they made their initial purchase which was for a policy covering two vehicles. Once the third vehicle was added and

McNear invites the Court to find no difference between the language used in section 1731 and that used in 1738 regarding the words “issuance” and “purchase” respectively. McNear contends that “[t]he **purchase** of additional UM/UIM coverage is a necessary pre-requisite to the **issuance** of a policy with these additional coverages. One cannot occur without the other....[A]n insurer would never **issue** a policy with additional coverages unless and until those additional coverages have been purchased.” (McNear Reply Brief, p. 7). While compelling, it is not wholly convincing.

Not too long ago, the Third Circuit in *Geist v. State Farm Mutual Automobile Insurance Co.*, 49 F.4th 861 3d Cir. 2022) addressed the question that is presently before this Court. The Court finds the cogent analysis and decision in *Geist* persuasive.⁹

The court in *Geist* held that (1) an insurer was not required to seek written election from the insured of UIM benefits coverage limits when the insured added a vehicle to an existing policy, and (2) the issuance of the policy, not the purchase of coverage, triggered the insurer’s duty to seek election from the insured of UIM coverage limits.

In that case, the insureds had obtained a policy in 2010 for two vehicles with liability coverage of \$100,000.00 per person and \$300,000.00 per accident for bodily injuries. Reduced UIM benefits of up to \$50,000.00 per person and \$100,000.00 per accident were elected. After the initial purchase of the policy, a second vehicle was removed in 2011 and a third vehicle was added in February 2013. No new election for lower UIM coverage limits below bodily injury coverage limits was executed. The daughter of the insured was seriously injured by an underinsured motorist and sought \$200,000.00 in UIM benefits from her parents’ insurer claiming that the insurer failed to obtain a new waiver to provide UIM coverage limit below the bodily injury coverage limit when her father added a new vehicle onto the family’s policy.

Geist argued that section 1734 requires an insurer to seek a new written election whenever the insured seeks to purchase additional coverage whether or not the insurer would provide that coverage as part of a new or existing policy. The Third Circuit rejected this argument explaining that sections 1731 and 1734 establishes that it is the issuance of a policy, not the purchase of coverage, that triggers the duty to seek an election of UIM coverage limits. The Court stated that section 1731 triggers an obligation of an insurer to provide UIM coverage whereas section 1734 provides a process that governs how much coverage the insurer must provide when it “*issue[s]* a policy.” *Id.* at 865 (citing *Blood*, 934 A.2d at 1226; *Lewis*, at 149).

The Court further found unpersuasive *Geist*’s reliance on the Pennsylvania Supreme Court’s decision in *Barnard*. The language in section 1738 specifically states that “[e]ach named insured *purchasing* unin-

UIM coverage was purchased for the third vehicle, this changed the aggregate amount of UIM coverage and entitled the insureds to receive a new stacking waiver.

Most recently, the Pennsylvania Supreme Court in *Franks v. State Farm Mutual Automobile Ins. Co.* 2023 WL 2993881 (Pa. 2023), held that, as a matter of first impression, that removal of a vehicle from an existing policy was not a “purchase” requiring a renewed express waiver of stacked coverage.

⁹ See also, *Alcedo v. State Farm Mutual Auto Ins.*, 391 F. Supp. 452 (U.S. District Court, E.D. Pa.), a memorandum opinion holding that the addition of vehicles to a policy did not require an insurer to obtain a new writing signing down UIM limits.

sured or underinsured motorist coverage for more than one vehicle under a policy shall be provided the opportunity to waive the stacked limits of coverage.” *Id.* at 865-866. Section 1731(a) in contrast, provides that it is the “delivery” or “issuance” for delivery of a policy that triggers the opportunity to waive UIM coverage limits and that section 1734 allows the insured to obtain lower limits through a written request.

The Court concluded that it could not “ignore the legislature’s decision to tie the duty to seek an election of UIM coverage limits to the issuance of a policy rather than the purchase of coverage.” *Id.* at 866. Because UIM coverage of \$50,000.00 was elected when the policy was issued, the Court found that no further amount could be recovered.

This Court is likewise challenged to find that section 1738’s use of the word “purchase” should be read into sections 1734 and 1731 where such language plainly does not appear and where the courts have not found that 1734 should be treated as stringently as section 1731. McNear argues, however, that section 1738 should be read *in pari materia* with sections 1731 and 1734.

As recognized by the Court in *Lewis*, there is an explicit distinction in the language used by the General Assembly thereby allowing for differential treatment. The failure of an insured to obtain a rejection form or failure to comply with the precise language found in section 1731 and 1738 cannot be equated with section 1734 which places the obligation on the insured who “may request in writing the issuance of coverages under section 1731 ... in amounts equal to or less than the limits of liability for bodily injury.” 75 Pa. C.S.A. § 1734.

Furthermore, the **purchase** of UM/UIM coverage essentially occurs when the insured elects not to reject UM/UIM benefits because the amount of UM/UIM coverage is automatically equal to the limits of liability for bodily injury by statute. The policy may be **issued**, however, with a lesser amount of UM/UIM coverage but only if the insured requests it in writing.¹⁰

Additionally, it is important to note that section 1791 regarding the Important Notice was irrelevant to the Court in *Barnard* because the 1791 Notice does not discuss stacking. “Section 1738’s express requirement that an insurance company offer an insured the opportunity to waive stacking is an additional obligation outside the purview of Section 1791.” *Barnard* 654 Pa. at 616, 216 A.3d at 1053.

In this case, the 1791 Notice was provided to McNear as part of the six-page “Personal Auto Insurance Supplement A.” (See Exhibit C - Stipulation of Facts). The Notice contains six paragraphs which detail all of the benefits that the insurer is required to make available for purchase. After paragraph (6), the following paragraph appears, and states as follows:

Additionally, Insurers may offer higher benefit levels than those enumerated above as well as additional benefits. However, an insured may elect to purchase lower benefit levels

¹⁰ If the statutory language is clear and unambiguous in setting forth the intent of the General Assembly, then “we cannot disregard the letter of the statute under the pretext of pursuing its spirit. In this vein, we should not insert words into [a statute] that are plainly not there.” *Goodwin v. Goodwin*, 280 A.3d 937, 944-45 (Pa. 2022).

than those enumerated above. Your signature on this notice or your payment of any renewal premium evidences your actual knowledge and understanding of the availability of these benefits and limits as well as the benefits and limits you have selected.

The Declaration Pages for each time McNear removed or added a vehicle, provided as part of the Stipulated Facts, demonstrate that McNear continued to pay premiums for the same amount of coverage from the time of the policy's inception up until the 2018 motor vehicle accident. Having provided notice of available limits under section 1791 and having fulfilled its obligations pursuant to sections 1731 and 1734, Goodville had no further obligation to provide an additional notice with regard to the amount of UIM coverage when McNear added another vehicle to the policy.

Summary Judgment will be entered in favor of Goodville and will be denied as to McNear as set forth in the following Order:

ORDER

AND NOW, this 25th day of May, 2023, upon consideration of the Cross Motions for Summary Judgment, the Stipulation of Facts and Supplemental Stipulated of Facts as well as the supporting briefs of the parties, it is hereby ORDERED that the Plaintiff's Motion is GRANTED and Defendant's Motion is DENIED. Judgment is entered in favor of Goodville Mutual Casualty Company who has no further obligation under its policy with respect to the subject UIM claim of Defendants.

BY THE COURT:

/s/ The Honorable Jeffrey A. Conrad

ESTATE AND TRUST NOTICES

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

FIRST PUBLICATION

Beiler, Ruth B., dec'd.

Late of Sadsbury Township.
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Bordy, Charles a/k/a Chuck Bordy a/k/a Charles Bordy, Jr. a/k/a Charles Bordy II, dec'd.

Late of Elizabethtown.
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Bower, Gwynetta J. a/k/a Gwynetta Jean Bower, dec'd.

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Bradley, Julia A., dec'd.

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Bueche, D. Kay a/k/a Dorothy Kay Bueche, dec'd.

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Fisher, Leah L., dec'd.

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Henne, Barbara Ann, dec'd.

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Kiefer, Shirley A., dec'd.

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Kleeman, John L., dec'd.

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Loeber, John C., Jr. a/k/a John C. Loeber a/k/a John Conrad Loeber, dec'd.

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Long, Katharine M., dec'd.

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**Roark, Albert Richard, Jr. a/k/a
Albert R. Roark a/k/a Albert R.
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Late of East Lampeter Town-
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TRUST

Rowe, Elizabeth C., dec'd.

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Sauder, Krista F., dec'd.

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Stitzer, Kenneth L., dec'd.

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Strawbridge, Ronald E., dec'd.

Late of West Earl Township.
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Taylor, Jerry L., dec'd.

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Weaver, Catherine M., dec'd.

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SECOND PUBLICATION

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Groff, Gladys H., dec'd.

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Horst, Louella M., dec'd.

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Linhart, Norman R., dec'd.

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Overly, Mildred H., dec'd.

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Pickard, James O., Sr. a/k/a

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Rodman, Harold E., dec'd.

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Schappell, Mary Ann G., dec'd.

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Sheckler, Judith M., dec'd.

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**Ulmer, C. Roger a/k/a Clarence
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Susan F. Musser c/o Young and
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THIRD PUBLICATION

Boxleitner, Barbara A., dec'd.

Late of Willow Street.

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Attorney: None.

Buchter, Dolores M., dec'd.

Late of Strasburg Township.

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Buchter, Jr., 1919 Rockford
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Attorney: None.

Frey, Joyce A., dec'd.

Late of East Hempfield Town-
ship.

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**Gengana, Jean E. a/k/a Jean
Ester Gengana**, dec'd.

Late of Ephrata Borough.

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Nichole M. Baer, Russell, Krafft
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quire.

TRUST

Gitt, Robert L., dec'd.

Late of Mount Joy Township.

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08048.

Robert R. Gitt and Lois M. Gitt
Living Trust dtd. 03/07/1995,
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Attorney: Neil W. Yahn, Es-
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Griffith, Geraldine M., dec'd.

Late of Lititz.

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Groff, Ruth H., dec'd.

Late of Providence Township.
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Hammond, Lawrence E. a/k/a Larry E. Hammond a/k/a Larry Eckenrode Hammond, dec'd.

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Hess, Miriam B., dec'd.

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Huber, Jeffrey L., dec'd.

Late of Lancaster City.
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Koble, Ronald L., dec'd.

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Marotti, Louis A., Jr., dec'd.

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Ortiz, Isabel, dec'd.

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Scanlin, Margery M., dec'd.

Late of Manheim Township.

Executor: Michael K. Scanlin c/o Law Office of Shawn Pierson, 105 East Oregon Road, Lititz, PA 17543.

Attorney: Shawn M. Pierson, Esq.

Shoener, Martha R., dec'd.

Late of Manor Township

Executor: Patricia Shoener, 32 Knollwood Road, Millersville, PA 17551 or James E. Crossen, III, Williamson, Friedberg & Jones, LLC, 10 Westwood Road, Pottsville, PA 17901.

Attorney: James E. Crossen, III.

Steele, David Logan, dec'd.

Late of East Hempfield Township.

Executrix: Elizabeth P. Kenyon c/o John H. May, Esquire, 49 North Duke Street, Lancaster, PA 17602.

Attorney: May, Herr & Grosh, LLP.

Weaver, Esther M., dec'd.

Late of Manheim Township.

Executor: Thomas R. Hoover c/o John R. Gibbel, Attorney, P.O. Box 5349, Lancaster, PA 17606.

Attorney: Gibbel Kraybill & Hess, LLP.

**ACTION OF MORTGAGE
FORECLOSURE**

IN THE COURT OF COMMON
PLEAS

CIVIL ACTION - LAW
ACTION OF MORTGAGE
FORECLOSURE

Term No. CI-24-03133

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE
M&T BANK

Plaintiff

vs.

MICHELE NICOLE RODA
Mortgagor and Real Owner
Defendant

MICHELE NICOLE RODA,
MORTGAGOR AND REAL OWNER,
DEFENDANT whose last known
address is 645 Royal View Drive
Manheim Township, PA 17601.

THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.

You are hereby notified that Plaintiff M&T BANK, has filed a Mortgage Foreclosure Complaint endorsed with a notice to defend against you in the Court of Common Pleas of Lancaster County, Pennsylvania, docketed to No. CI-24-03133 wherein Plaintiff seeks to foreclose on the mortgage secured on your property located, 645 Royal View Drive Lancaster, PA 17601 whereupon your property will be sold by the Sheriff of Lancaster.

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint of for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE

MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LANCASTER BAR ASSOCIATION
28 E. Orange Street
Lancaster, PA 17602
717-393-0737
Michael T. McKeever
Attorney for Plaintiff
KML Law Group, P.C., PC
Suite 5000, BNY Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322

J-26

ARTICLES OF INCORPORATION

NOTICE IS HEREBY GIVEN that **Middle Relief Ministries**, of 2033 Manor Ridge Drive, Lancaster, Lancaster County, Pennsylvania, 17603, has been incorporated under the provisions of the Business Corporation Law of 1988, in the Commonwealth of Pennsylvania, on July 10, 2024, by filing Articles of Incorporation.

AEVITAS LAW, PLLC
275 HESS BLVD., SUITE 101
LANCASTER, PA 17601

J-26

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed in the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania.

1. The name of the corporation is: **Play PA Live, Inc.**
2. The corporation has been incorporated under the Non-

- profit Corporation Law of 1988.
3. The Corporation is organized and will be operated exclusively for charitable, educational, cultural and economic development purposes, to support education in the performing arts, and to contribute to and sustain the growth of the Pennsylvania live events industry.
 4. The corporation's Articles of Incorporation were filed on July 16, 2024.

J-26

CHANGE OF NAME NOTICES

A hearing will be held on September 23, 2024 at 1:45 p.m., in Courtroom No.4, 3rd floor of the Lancaster County Courthouse, 50 N. Duke St., Lancaster, PA, regarding the request of Courtney Elizabeth Kachel to change the name from **Courtney Elizabeth Kachel** to Indigo Freyja Bowser and Benjamin Elmer Kachel to change the name from **Benjamin Elmer Kachel** to Simeon Tiberius Bowser. Any person with objections may attend and show cause why the request should not be granted.

J-26

A hearing will be held on September 23, 2024 at 2:30 p.m., in Courtroom No.4, 3rd floor of the Lancaster County Courthouse, 50 N. Duke St., Lancaster, PA, regarding the request of **Katelynn Faith Chen Clegg** to change the name from Katelynn Faith Chen Clegg to Theodore Lucas Chen Clegg. Any person with objections may attend and show cause why

the request should not be granted.

J-26

CORPORATE NOTICE

PLEASE TAKE NOTICE that on March 14, 2024, **Susquehanna River Creative Conspiracy** was formed in accordance with the Pennsylvania Nonprofit Corporation Law of 1988 for the purposes of supporting artists, musicians, and creators.

J-26

FICTITIOUS NAME NOTICES

Brighter Heritage LLC, 69 Fairview Road, New Providence, PA 17560, did file in the Office of the Secretary of the Commonwealth of Pennsylvania, on or about 07/11/2024, registration of the name: **Brighter Lawns** under which it intends to do business at 69 Fairview Road, New Providence, PA 17560 pursuant to the provisions of the Act of Assembly of December 16, 1982, Chapter 3, known as the "Fictitious Name Act."

Glick, Goodley, Deibler & Fanning LLP
434 W. 4th Street
Quarryville, PA 17566
610-998-1000

J-26

NOTICE IS HEREBY GIVEN that an Application for Registration of Fictitious Name was filed in the Department of State of the Commonwealth of Pennsylvania on July 10, 2024 for: **COR VIDAE** at: 502 S Queen St., Lancaster, PA, 17603. The name and address of the individual interested in the

business are Margaret Rehr at 502 S Queen St., Lancaster, PA 17603. This was filed in accordance with 54 Pa. C.S.311.

J-26

Notice is hereby given pursuant to the provisions of the Fictitious Names Act of Pennsylvania that an application for registration of a fictitious name was filed with the Department of State of the Commonwealth of Pennsylvania, for the conduct of a business under the fictitious name of **STR Behavioral Health - Lancaster** with its principal office or place of business at 610 Community Way, Lancaster, PA 17603. The names and addresses, including street and number, if any, of all persons who are parties to the registration are: Scott Sarnacke, 105 Westpark Dr., Ste 410, Brentwood, TN 37027, CDS Group LLC, 5 White Owl Dr., Mahanoy City, PA 17948.

J-26

Notice is hereby given that an Application for Registration of Fictitious Name was filed in the Department of State of the Commonwealth of Pennsylvania on June 15, 2024, for **Top Peak Forestry** at 1294 Shumaker Rd., Manheim, PA 17454. The individual interested in such business is Joel R. Baltozer at 1294 Shumaker Rd., Manheim, PA 17454. This was filed in accordance with 54 PaC.S. 311.

J-26

ORPHANS' COURT DIVISION

Orphans' Court Division
Auditing Notices

To All Claimants, Beneficiaries, Heirs and Next of Kin, and other persons interested: NOTICE IS GIVEN that the following accounts in decedents', incapacitated persons, minors', and trust estates have been filed in the office of the Clerk of the Orphans' Court division of the Court of Common Pleas of Lancaster County and will be presented to said Orphans' Court Division for Audit and confirmation therein to the parties legally entitled thereto on

AUGUST 6, 2024

at 9 o'clock a.m. in Courtroom No. 11 on the fourth floor of the Courthouse, 50 North Duke Street, Lancaster, PA

1. MEYER, JOANNE A. decd.,
2023-02095 First & Final
Acct. Frank S. Meyer, Exec.,
Grace Nguyen Bond, Atty.

Anne L. Cooper
Clerk of the Orphans' Court
Division

of the Court of Common Pleas.

J-26; A-2

**SERVICE BY PUBLICATION
NOTICES**

ATTENTION: To Estate of Barbara E. Bowman and all known, unknown and potential heirs, assigns and claimants of the Estate of Barbara E. Bowman

The Court of Common Pleas of Lancaster County, PA: Docket No. CI-24-04940.

IN RE: LANCASTER COUNTY TAX CLAIM BUREAU SURPLUS UPSET TAX SALE PROCEEDS RE: Barbara E. Bowman, 1217 Lebanon Road, Rapho Township, PA, Tax Parcel No. 540-51248-0-0000.

FORTY-FIVE (45) DAY RULE

**TO SHOW CAUSE PURSUANT
TO THE PA REAL ESTATE TAX
SALE LAW 72 P.S. §5860.205(e)**

Estate of Barbara E. Bowman [former owners], PA Department of Human Services [potential lien holder] and Robert Bagri [tax sale purchaser] why the following proposed distribution of the \$19,544.08 in surplus proceeds from the November 13, 2023 Upset Tax Sale of 1217 Lebanon Road, Rapho Township, Pennsylvania, Parcel No. 540-51248-0-0000, by the Lancaster County Tax Claim Bureau should not be confirmed absolutely:

Estate of Barbara E. Bowman ... \$19,544.08
(minus publication costs)
Total:.....\$19,544.08

It is further ORDERED and DECREED that the Petitioner/Bureau shall publish this Rule to Show Cause by one (1) insertion in one newspaper of general circulation and one (1) insertion in a legal publication in Lancaster, Pennsylvania.

OBJECTIONS TO THE PROPOSED DISTRIBUTION MUST BE FILED IN WRITING WITH THE COURT WITHIN FORTY-FIVE (45) DAYS FROM THE DATE OF THIS ORDER AND SERVED ON THE SOLICITOR FOR THE LANCASTER COUNTY TAX CLAIM BUREAU. IF NO OBJECTIONS ARE FILED, THE PROPOSED DISTRIBUTION SHALL BE CONFIRMED ABSOLUTELY. IN ACCORDANCE WITH 72 P.S. §5860.205(e), THE LANCASTER COUNTY TAX CLAIM BUREAU SHALL SERVE THE RULE AND PETITION ON ALL OF THE ABOVE-NAMED PERSONS, ENTITIES OR BUSI-

NESSES BY FIRST CLASS MAIL WITH PROOF OF MAILING.

BY THE COURT, Margaret C. Miller

Robert S. Cronin, Jr., Esquire, Solicitor for the Lancaster County Tax Claim Bureau

212 N. Queen St., Lancaster, PA 17603

J-26

ATTENTION: To Estate of Charles H. Green and all known, unknown and potential heirs, assigns and claimants of the Estate of Charles H. Green

The Court of Common Pleas of Lancaster County, PA: Docket No. CI-24-04941.

IN RE: LANCASTER COUNTY TAX CLAIM BUREAU SURPLUS UPSET TAX SALE PROCEEDS RE:

Charles H. Green, 550 Springville Road, Salisbury, PA, Tax Parcel No. 560-29076-0-0000.

**FORTY-FIVE (45) DAY RULE
TO SHOW CAUSE PURSUANT
TO THE PA REAL ESTATE TAX
SALE LAW 72 P.S. §5860.205(e)**

Estate of Charles H. Green [former owner], PA Department of Human Services [potential lien holder] and James L. Weaver [tax sale purchaser] why the following proposed distribution of the \$46,522.72 in surplus proceeds from the November 13, 2023 Upset Tax Sale of 550 Springville Road, Salisbury Township, Pennsylvania, Parcel No. 560-29076-0-0000, by the Lancaster County Tax Claim Bureau should not be confirmed absolutely:

Estate of Charles H. Green \$46,522.72
(minus publication costs)
Total:.....\$46,522.72

It is further ORDERED and

DECREED that the Petitioner/Bureau shall publish this Rule to Show Cause by one (1) insertion in one newspaper of general circulation and one (1) insertion in a legal publication in Lancaster, Pennsylvania.

OBJECTIONS TO THE PROPOSED DISTRIBUTION MUST BE FILED IN WRITING WITH THE COURT WITHIN FORTY-FIVE (45) DAYS FROM THE DATE OF THIS ORDER AND SERVED ON THE SOLICITOR FOR THE LANCASTER COUNTY TAX CLAIM BUREAU. IF NO OBJECTIONS ARE FILED, THE PROPOSED DISTRIBUTION SHALL BE CONFIRMED ABSOLUTELY. IN ACCORDANCE WITH 72 P.S. §5860.205(e), THE LANCASTER COUNTY TAX CLAIM BUREAU SHALL SERVE THE RULE AND PETITION ON ALL OF THE ABOVE-NAMED PERSONS, ENTITIES OR BUSINESSES BY FIRST CLASS MAIL WITH PROOF OF MAILING.

BY THE COURT, Margaret C. Miller

Robert S. Cronin, Jr., Esquire,
Solicitor for the Lancaster County
Tax Claim Bureau

212 N. Queen St., Lancaster, PA
17603

J-26

ATTENTION: To Estate of Ruth E. Herman and all known, unknown and potential heirs, assigns and claimants of the Estate of Ruth E. Herman.

The Court of Common Pleas of Lancaster County, PA: Docket No. CI-24-04943.

IN RE: LANCASTER COUNTY TAX CLAIM BUREAU SURPLUS UPSET

TAX SALE PROCEEDS RE: Ruth E. Herman, 363 College Avenue, Lancaster City, PA, Tax Parcel No. 339-00511-0-0000.

**FORTY-FIVE (45) DAY RULE
TO SHOW CAUSE PURSUANT
TO THE PA REAL ESTATE TAX
SALE LAW 72 P.S. §5860.205(e)**

Estate of Ruth E. Herman [former owner], PA Department of Human Services [potential lien holder] City of Lancaster [potential municipal lien holder], Truist Bank f/k/a Branch Banking and Trust Company [mortgage holder], and Corporate Venture Group [tax sale purchaser] why the following proposed distribution of the \$93,420.91 in surplus proceeds from the November 13, 2023 Upset Tax Sale of 363 College Avenue, Lancaster City, Pennsylvania, Parcel No. 339-00511-0-0000, by the Lancaster County Tax Claim Bureau should not be confirmed absolutely:

Truist Bank
f/k/a Branch Banking and Trust
Company.....\$93,420.91
(minus publication costs)
Total.....\$93,420.91

It is further ORDERED and DECREED that the Petitioner/Bureau shall publish this Rule to Show Cause by one (1) insertion in one newspaper of general circulation and one (1) insertion in a legal publication in Lancaster, Pennsylvania.

OBJECTIONS TO THE PROPOSED DISTRIBUTION MUST BE FILED IN WRITING WITH THE COURT WITHIN FORTY-FIVE (45) DAYS FROM THE DATE OF THIS ORDER AND SERVED ON THE SOLICITOR FOR THE LANCASTER COUNTY TAX CLAIM BUREAU. IF NO

OBJECTIONS ARE FILED, THE PRO-POSED DISTRIBUTION SHALL BE CONFIRMED ABSOLUTELY. IN ACCORDANCE WITH 72 P.S. §5860.205(e), THE LANCASTER COUNTY TAX CLAIM BUREAU SHALL SERVE THE RULE AND PETITION ON ALL OF THE ABOVE-NAMED PERSONS, ENTITIES OR BUSINESSES BY FIRST CLASS MAIL WITH PROOF OF MAILING.

BY THE COURT, Margaret C. Miller
Robert S. Cronin, Jr., Esquire,
Solicitor for the Lancaster County
Tax Claim Bureau
212 N. Queen St., Lancaster, PA
17603

J-26

ATTENTION: To Estate of Lois V. Justice and all known, unknown and potential heirs, assigns and claimants of the Estate of Lois V. Justice.

The Court of Common Pleas of Lancaster County, PA: Docket No. CI-24-04947.

IN RE: LANCASTER COUNTY TAX CLAIM BUREAU SURPLUS UPSET TAX SALE PROCEEDS RE: Lois V. Justice, 117 Hawk Valley Lane, Brecknock Township, PA, Tax Parcel No. 040-41679-1-0105.

FORTY-FIVE (45) DAY RULE TO SHOW CAUSE PURSUANT TO THE PA REAL ESTATE TAX SALE LAW 72 P.S. §5860.205(e)

Estate of Lois V. Justice [former owner], PA Department of Human Services [potential lien holder] Northern Lancaster County Authority [municipal lien holder], Secretary of Housing and Urban Development [mortgage holder], The Greens at Hawk Valley Condominium Association [judgment

holder], and Jugurta Tighrine [tax sale purchaser] why the following proposed distribution of the \$66,831.24 in surplus proceeds from the November 13, 2023 Upset Tax Sale of 117 Hawk Valley Lane, Brecknock Township, Pennsylvania, Parcel No. 040-41679-1-0105, by the Lancaster County Tax Claim Bureau should not be confirmed absolutely:

Northern Lancaster County Authority.....\$2,729.00
(minus publication costs)

Secretary of Housing and Urban Development.....\$64,102.24
(minus publication costs)

The Greens at Hawk Valley Condominium Association....\$0.00

Total.....\$66,831.24

It is further ORDERED and DECREED that the Petitioner/Bureau shall publish this Rule to Show Cause by one (1) insertion in one newspaper of general circulation and one (1) insertion in a legal publication in Lancaster, Pennsylvania.

OBJECTIONS TO THE PROPOSED DISTRIBUTION MUST BE FILED IN WRITING WITH THE COURT WITHIN FORTY-FIVE (45) DAYS FROM THE DATE OF THIS ORDER AND SERVED ON THE SOLICITOR FOR THE LANCASTER COUNTY TAX CLAIM BUREAU. IF NO OBJECTIONS ARE FILED, THE PRO-POSED DISTRIBUTION SHALL BE CONFIRMED ABSOLUTELY. IN ACCORDANCE WITH 72 P.S. §5860.205(e), THE LANCASTER COUNTY TAX CLAIM BUREAU SHALL SERVE THE RULE AND PETITION ON ALL OF THE ABOVE-NAMED PERSONS, ENTITIES OR BUSINESSES BY FIRST CLASS MAIL

WITH PROOF OF MAILING.

BY THE COURT, Margaret C. Miller
Robert S. Cronin, Jr., Esquire,
Solicitor for the Lancaster County
Tax Claim Bureau
212 N. Queen St., Lancaster, PA
17603

J-26

ATTENTION: To Estate of Mary E. Hayes and all known, unknown and potential heirs, assigns and claimants of the Estate of Mary E. Hayes

The Court of Common Pleas of Lancaster County, PA: Docket No. CI-24-04942.

IN RE: LANCASTER COUNTY TAX CLAIM BUREAU SURPLUS UPSET TAX SALE PROCEEDS RE: Mary E. Hayes, 120 Green Street, Lancaster City, PA, Tax Parcel No. 337-22376-0-0000.

FORTY-FIVE (45) DAY RULE TO SHOW CAUSE PURSUANT TO THE PA REAL ESTATE TAX SALE LAW 72 P.S. §5860.205(e)

Estate of Mary E. Hayes [former owner], PA Department of Human Services [potential lien holder] City of Lancaster [potential municipal lien holder], Equity One, Inc. [mortgage holder], and Tarun Sharma [tax sale purchaser] why the following proposed distribution of the \$35,387.80 in surplus proceeds from the November 13, 2023 Upset Tax Sale of 120 Green Street, Lancaster City, Pennsylvania, Parcel No. 337-22376-0-0000, by the Lancaster County Tax Claim Bureau should not be confirmed absolutely:

Equity One, Inc.....	\$10,000.00
(minus publication costs)	
Estate of Mary E. Hayes	
.....	\$25,387.80

(minus publication costs)

Total:.....\$35,387.80

It is further ORDERED and DECREED that the Petitioner/Bureau shall publish this Rule to Show Cause by one (1) insertion in one newspaper of general circulation and one (1) insertion in a legal publication in Lancaster, Pennsylvania.

OBJECTIONS TO THE PROPOSED DISTRIBUTION MUST BE FILED IN WRITING WITH THE COURT WITHIN FORTY-FIVE (45) DAYS FROM THE DATE OF THIS ORDER AND SERVED ON THE SOLICITOR FOR THE LANCASTER COUNTY TAX CLAIM BUREAU. IF NO OBJECTIONS ARE FILED, THE PROPOSED DISTRIBUTION SHALL BE CONFIRMED ABSOLUTELY. IN ACCORDANCE WITH 72 P.S. §5860.205(e), THE LANCASTER COUNTY TAX CLAIM BUREAU SHALL SERVE THE RULE AND PETITION ON ALL OF THE ABOVE-NAMED PERSONS, ENTITIES OR BUSINESSES BY FIRST CLASS MAIL WITH PROOF OF MAILING.

BY THE COURT, Margaret C. Miller
Robert S. Cronin, Jr., Esquire,
Solicitor for the Lancaster County
Tax Claim Bureau
212 N. Queen St., Lancaster, PA
17603

J-26

ATTENTION: To Estate of William G. Keiser, Jr. and all known, unknown and potential heirs, assigns and claimants of the Estate of William G. Keiser, Jr.

The Court of Common Pleas of Lancaster County, PA: Docket No.

CI-24-04944.

IN RE: LANCASTER COUNTY TAX CLAIM BUREAU SURPLUS UPSET TAX SALE PROCEEDS RE: William G. Keiser, Jr., 811 Purple Lane, Columbia Borough, PA, Tax Parcel No. 110-70629-0-0000.

FORTY-FIVE (45) DAY RULE TO SHOW CAUSE PURSUANT TO THE PA REAL ESTATE TAX SALE LAW 72 P.S. §5860.205(e)

Estate of William G. Keiser, Jr. [former owners], PA Department of Human Services [potential lien holder] Credit Corp Solutions, Inc. [judgment holder], and Paul A. Witmer, Jr. [tax sale purchaser] why the following proposed distribution of the \$60,611.52 in surplus proceeds from the November 13, 2023 Upset Tax Sale of 811 Purple Lane, Columbia Borough, Pennsylvania, Parcel No. 110-70629-0-0000, by the Lancaster County Tax Claim Bureau should not be confirmed absolutely:

Credit Corp Solutions, Inc.	
.....	\$2,037.28
(minus publication costs)	
Estate of William G. Keiser, Jr.	
.....	\$58,574.24
(minus publication costs)	
Total:.....	\$60,611.52

It is further ORDERED and DECREED that the Petitioner/Bureau shall publish this Rule to Show Cause by one (1) insertion in one newspaper of general circulation and one (1) insertion in a legal publication in Lancaster, Pennsylvania.

OBJECTIONS TO THE PROPOSED DISTRIBUTION MUST BE FILED IN WRITING WITH THE COURT WITHIN FORTY-FIVE (45) DAYS FROM THE DATE OF THIS ORDER AND SERVED ON THE SOLICITOR

FOR THE LANCASTER COUNTY TAX CLAIM BUREAU. IF NO OBJECTIONS ARE FILED, THE PROPOSED DISTRIBUTION SHALL BE CONFIRMED ABSOLUTELY. IN ACCORDANCE WITH 72 P.S. §5860.205(e), THE LANCASTER COUNTY TAX CLAIM BUREAU SHALL SERVE THE RULE AND PETITION ON ALL OF THE ABOVE-NAMED PERSONS, ENTITIES OR BUSINESSES BY FIRST CLASS MAIL WITH PROOF OF MAILING.

BY THE COURT, Margaret C. Miller

Robert S. Cronin, Jr., Esquire, Solicitor for the Lancaster County Tax Claim Bureau

212 N. Queen St., Lancaster, PA 17603

J-26

ATTENTION: To Estate of Shirley A. Rineer and all known, unknown and potential heirs, assigns and claimants of the Estate of Shirley A. Rineer.

The Court of Common Pleas of Lancaster County, PA: Docket No. CI-24-04945.

IN RE: LANCASTER COUNTY TAX CLAIM BUREAU SURPLUS UPSET TAX SALE PROCEEDS RE: Shirley A. Rineer, 97 Oak Bottom Road, Providence Township, PA, Tax Parcel No. 520-59659-0-0000.

FORTY-FIVE (45) DAY RULE TO SHOW CAUSE PURSUANT TO THE PA REAL ESTATE TAX SALE LAW 72 P.S. §5860.205(e)

Estate of Shirley A. Rineer [former owner], PA Department of Human Services [potential lien holder] and Coastline Capital LLC [tax sale purchaser] why the following proposed distribution of the \$96,048.87 in surplus pro-

ceeds from the November 13, 2023 Upset Tax Sale of 97 Oak Bottom Road, Providence Township, Pennsylvania, Parcel No. 520-59659-0-0000, by the Lancaster County Tax Claim Bureau should not be confirmed absolutely:

Estate of Shirley A. Rineer
\$96,048.87
 (minus publication costs)
 Total:.....\$96,048.87

It is further ORDERED and DECREED that the Petitioner/Bureau shall publish this Rule to Show Cause by one (1) insertion in one newspaper of general circulation and one (1) insertion in a legal publication in Lancaster, Pennsylvania.

OBJECTIONS TO THE PROPOSED DISTRIBUTION MUST BE FILED IN WRITING WITH THE COURT WITHIN FORTY-FIVE (45) DAYS FROM THE DATE OF THIS ORDER AND SERVED ON THE SOLICITOR FOR THE LANCASTER COUNTY TAX CLAIM BUREAU. IF NO OBJECTIONS ARE FILED, THE PROPOSED DISTRIBUTION SHALL BE CONFIRMED ABSOLUTELY. IN ACCORDANCE WITH 72 P.S. §5860.205(e), THE LANCASTER COUNTY TAX CLAIM BUREAU SHALL SERVE THE RULE AND PETITION ON ALL OF THE ABOVE-NAMED PERSONS, ENTITIES OR BUSINESSES BY FIRST CLASS MAIL WITH PROOF OF MAILING.

BY THE COURT, Margaret C. Miller
 Robert S. Cronin, Jr., Esquire,
 Solicitor for the Lancaster County Tax Claim Bureau
 212 N. Queen St., Lancaster, PA 17603

SUITS ENTERED

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

**July 11, 2024
 to July 16, 2024**

ALEXANDER, TARA R., ZELEK, MICHAEL, LOWE, JARES H., GRAY, SEAN; Estate of Mark E. Lapp; 04896; McGlaughlin

BARRERA MARRERO, ANA M., RIVERA RODRIGUEZ, RONALD J; Credit Acceptance Corporation; 04957; Morris

BAS, BERYL; Mariner Finance LLC; 04903; Flink

BONHOMME, DYNA; BONHOMME, MARKANDY; Credit Acceptance Corporation; 04962; Morris

BOWMAN, BARABARA E.; Lancaster County Tax Claim Bureau; 04941; Cronin

CEDANO BRAVO, XAVIER D.; David J. Foster; 04898; Rankin

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION; Marilee R. Smeltzer; 04883; Crystle

CVS PHARMACY #1319, PENN STATE HEALTH ST. JOSEPH, DEFRANCO MD., BASIL A.; Richard Frymyer; 04913; Strang Kutay

ELIZABETHTOWN AREA SCHOOL DISTRICT, CARTER, KELLY A., GILLES JR, JAMES R., LINDEMUTH, DANIELLE D., EMERY, JAMES C., LINDEMUTH, STEPHEN T., READ, JAMES L., RIGGLEMAM, MENNO E., SHRUM, LYNDIA D., WILSON, TINA M.; David Koppel; 04874; Yoder

ELLIS, PAMELA; Tamara Morel; 04867; Gilman

GAENZLE, ANTHONY,
GAENZLE, ASHLEY; Charles
Stehman; 04959

GATES, JULIAN D.; Credit Ac-
ceptance Corporation; 04835;
Morris

GENERAL MOTORS LLC; Keith
L. Kolp; 04904; Silverman

HAYES, MARY E.; Lancaster
County Tax Claim Bureau; 04942;
Cronin

HERMAN, RUTH E.; Lancaster
County Tax Claim Bureau; 04943;
Cronin

HICKS, JODI ANN, HICKS,
CHERYL; Jimmy Flanary; 04950;
Devere

JUSTICE, LOIS V., JUSTICE,
ROBERT C.; Lancaster County
Tax Claim Bureau; 04947; Cronin

KEISER, BONNIE L., KEIS-
ER JR., WILLIAM G.; Lancaster
County Tax Claim Bureau; 04944;
Cronin

KINSANG, MISTI L.; Lancaster
County Tax Claim Bureau; 04946;
Cronin

KREADY, SCOTT; LVNV Fund-
ing LLC; 04839; Morris

LANCASTER GENERAL
HEALTH, LANCASTER GENERAL
HOSPITAL; Blakinger Thomas PC;
04888; Atlee

MARTIN, RYAN J., MARTIN,
KEVIN E.; Roberta Hilton; 04936;
Swartz

PEREIRA, RICKY; Southwood
Financial Trust I; 04954; Dough-
erty

PEREZ, EDITH, NIEVES ES-
TRELLA, ONIX; Credit Acceptance
Corporation; 04964; Morris

PREMIER HEALTHCARE MAN-
AGEMENT LLC, PPLEASANT
ACRES NURSING AND REHABIL-
ITATION CENTER; Glorious King
Healthcare Agency LLC; 04868;
Gray

RINEER, JAMES ARTHUR,
RINEER, SHIRLEY A.; Lancaster
County Tax Claim Bureau; 04945;
Cronin

ROBBINS, TYLER I.; Credit Ac-
ceptance Corporation; 04836;
Morris

SCHAEFFER, TAMARA G., MY-
ERS, DREW D.; Sheila R. Felten;
04853; Veronis

SEPULVEDA ESTATE OF,
EMERITA, SANTIAGO LUZ, CARA-
BELLO, WILFREDO, CARABEL-
LO, LUIS, VARGAS, JOSE; US
Bank Trust National Association;
04949; Argentieri

SPROUT, LISA, SPROUT, RON-
ALD; Lancaster County Tax Claim
Bureau; 04939; Cronin

STANTON, TREVA; Summer
Breeze Homeowners Association
Inc.; 04920; Costlow

STONER, KIMBERLY G.; TD
Bank USA NA; 04931; Morris