

**OFFICE OF THE CIRCUIT EXECUTIVE  
United States Third Circuit**

November 2, 2023

**PUBLIC NOTICE FOR  
REAPPOINTMENT OF BANKRUPTCY JUDGE**

The current 14-year term of office for U.S. Bankruptcy Judge Magdeline D. Coleman for the Eastern District of Pennsylvania is due to expire on April 11, 2024. The United States Court of Appeals for the Third Circuit is considering the reappointment of Judge Magdeline D. Coleman to a new 14-year term of office.

Upon reappointment, the incumbent would continue to exercise the jurisdiction of a bankruptcy judge as specified in Title 28, United States Code; Title 11, United States Code; and the Bankruptcy Amendments and Federal Judgeship Act of 1984, Pub. L. No. 98-353, §§ 101- 122, 98 Stat. 333-346. In bankruptcy cases and proceedings referred by the district court, the incumbent would continue to perform the duties of a bankruptcy judge that might include holding status conferences, conducting hearings and trials, making final determinations, entering orders and judgments, and submitting proposed findings of fact and conclusions of law to the district court.

Members of the bar and the public are invited to submit comments for consideration by the Court of Appeals regarding the reappointment of Judge Magdeline D. Coleman. All comments should be directed to one of the following addresses:

**By e-mail: [Coleman\\_Reappointment@ca3.uscourts.gov](mailto:Coleman_Reappointment@ca3.uscourts.gov)**

**By mail: Margaret Wiegand, Circuit Executive  
Office of the Circuit Executive  
22409 U.S. Courthouse  
601 Market Street  
Philadelphia, PA 19106-1790**

Comments must be received no later than **noon on December 4, 2023.**

**VACANCY ANNOUNCEMENT-DEADLINE EXTENDED**  
**FEDERAL PUBLIC DEFENDER**  
**IN THE WESTERN DISTRICT OF PENNSYLVANIA**

Chief Judge Michael A. Chagares of the United States Court of Appeals for the Third Circuit announces the application process for the Federal Public Defender in the Western District of Pennsylvania.

**Qualifications for the Position of Federal Public Defender**

An applicant should have the following qualifications:

- (1) a member in good standing in the bar of each state in which the candidate is admitted to practice;
- (2) a minimum of five years criminal practice experience, preferably with significant federal criminal trial experience, which demonstrates an ability to provide zealous representation of consistently high quality to criminal defendants;
- (3) the ability to effectively administer the office;
- (4) a reputation for integrity; and
- (5) a commitment to the representation of those unable to afford counsel.

Qualified candidates will be considered equally and without regard to race, sex, religious affiliation, national origin, age, or disability.

Federal Public Defenders may not engage in the private practice of law and are subject to full background investigations and to judiciary financial disclosure requirements.

**Term and Salary**

A Federal Public Defender is appointed to a four-year term pursuant to 18 U.S.C. § 3006A, and compensation is currently set at \$183,500 per annum. The position will be available after June 28, 2024.

**To Apply**

The application process is entirely automated. **No paper applications will be accepted.** Applications must be submitted electronically by **12:00 noon, Eastern Standard Time, November 20, 2023. PLEASE NOTE THAT THE APPLICATION DEADLINE HAS BEEN EXTENDED.** To apply, go to [www.ca3.uscourts.gov](http://www.ca3.uscourts.gov) for more information or call the Circuit Executive's Office at 215-597-0718.

**Interviews**

To the extent that the Selection Committee determines them to be necessary, interviews of candidates will be held (location and date to be determined). Final interviews will be with the Court of Appeals in Philadelphia (date to be determined).

**Deadline**

All applications are to be received **by 12:00 noon, Eastern Standard Time, November 20, 2023.**

Public Notice  
Appointment of New Magistrate Judge in the  
United States District Court for the Eastern  
District of Pennsylvania

The Judicial Conference of the United States has authorized the appointment of a full-time United States magistrate judge for the Eastern District of Pennsylvania at Philadelphia. The appointee may be required to preside at court sessions to be held at Reading, Philadelphia, Allentown, and Easton. The essential function of courts is to dispense justice. An important component of this function is the creation and maintenance of diversity in the court system. A community's belief that a court dispenses justice is heightened when the court reflects the community's diversity.

The duties of the position are demanding and wide-ranging, and will include, among others: (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. The basic authority of a United States magistrate judge is specified in 28 U.S.C. § 636.

To be qualified for appointment an applicant must:

1. Be, and have been for at least five years, a member in good standing of the bar of the highest court of a state, the District of Columbia, the Commonwealth of Puerto Rico, the Territory of Guam, the Commonwealth of the Northern Mariana Islands, or the Virgin Islands of the United States, and have been engaged in the active practice of law for a period of at least five years;
2. Be competent to perform all the duties of the office; be of good moral character; be emotionally stable and mature; be committed to equal justice under the law; be in good health; be patient and courteous; and be capable of deliberation and decisiveness;
3. Be less than seventy years old; and
4. Not be related to a judge of the district court.

A merit selection panel composed of attorneys and other members of the community will review all applicants and recommend to the district judges in confidence the five persons it considers best qualified. The court will make the appointment following an FBI full-field investigation and an IRS tax check of the applicant selected by the court for appointment. The individual selected must comply with the financial disclosure requirements pursuant to the Ethics in Government Act of 1978, Pub. L. No. 95-521, 90 Stat. 1824 (1978) (codified at 5 U.S.C. app. 4 §§ 101-111) as implemented by the Judicial Conference of the United States. An af-

firmative effort will be made to give due consideration to all qualified applicants without regard to race, color, age (40 and over), gender, religion, national origin, or disability. The current annual salary of the position is \$213,992.00. The term of office is eight (8) years.

The application is available on the court's web site at <https://www.paed.uscourts.gov/> Only applicants may submit applications and applications **must be received by Friday, December 15, 2023.**

All applications will be kept confidential, unless the applicant consents to disclosure, and all applications will be examined only by members of the merit selection panel and the judges of the district court. The panel's deliberations will remain confidential.

Applications must be submitted by email to [Paed Apply@paed.uscourts.gov](mailto:PaedApply@paed.uscourts.gov) with the subject line "**Magistrate Judge Application.**" An /s/ or e-signature on the application will be accepted.

Applications will only be accepted by email. Applications sent by mail will not be considered. Due to the overwhelming number of applications expected, applicants should not contact the court regarding the status of their application.

---

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

---

Next Generation TC FBO Patrick Daly IRA 2098 v. Schraud

Contract Law – Conflicting Clauses – Forum Selection – Arbitration

When harmonized with future tense used in arbitration clause, mandatory language in forum selection clause created duty to litigate in state court subject to parties’ contractual right to arbitration.

Opinion. Next Generation TC FBO Patrick Daly IRA 2098, Tyreflow Environmental, Inc., and Michael Cooney, derivatively on behalf of Genhydro, Inc. v. Eric Schraud, Matthew Schraud, Christopher Kager and Genhydro, Inc. No. CI-23-04526.

OPINION BY BROWN, J., August 11, 2023. The matter at hand is whether, based on the terms of an Investors Agreement between the parties, this court has jurisdiction to hear plaintiffs’ case. Plaintiffs filed a complaint and motion to appoint emergency custodian on June 30, 2023, asserting the Agreement’s arbitration clause is unenforceable because it directly conflicts with a forum selection clause in Section 14(a). Defendants filed motions to stay this case and compel arbitration on July 27, 2023,<sup>1</sup> arguing the arbitration clause is enforceable and Pennsylvania law requires any apparent conflicts between the clauses to be “harmonized.”

**I. BACKGROUND**

Eric Schraud founded GenHydro, Inc. in 2021 to develop a green energy production technology called the GenHydro Reactor, which uses scrap aluminum to generate clean energy on-site at client locations. Compl ¶ 15. Although it is a Delaware corporation, GenHydro is headquartered in Lancaster, Pennsylvania. *Id.* ¶ 2. The company is developing the Reactor with plans to sell it, but currently its most valuable assets are its patents and IP regarding the technology. *Id.* ¶ 12–17.

On June 3, 2022, GenHydro’s managing shareholder and sole board member, Eric Schraud, presented the company’s twenty-four shareholders with updated governance documents, including an Investors Agreement. *Id.* ¶ 18, Ex. C. The Agreement prohibits the transfer of shares in violation of its provisions and details a right of first purchase for the corporation and its shareholders upon receipt of any shareholder receiving a bona fide written offer. *Id.* Ex. C § 3. Notwithstanding the protocol for exercising the right of first purchase, the Agreement states “no transfer shall occur until . . . [t]he Corporation shall have obtained a favorable opinion of the Corporation’s legal counsel” stating the transaction would not violate federal or state securities law. *Id.* § 3(e).<sup>2</sup> Transferees must also provide the corporation with the tax identification information needed to file tax returns and information

---

<sup>1</sup> Independent of each other, defendants GenHydro, Inc., Eric Schraud, Matthew Schraud filed motions on July 27, 2023. Defendant Christopher Kager filed similar motions on August 2, 2023.

<sup>2</sup> This provision may be waived as the Corporation deems appropriate. *Id.* § 3(e)(i).

statements and must join the Investors Agreement. *Id.* Transfers not complying with the Agreement’s terms are void. *Id.* § 10.

The Agreement contains two apparently contradictory clauses. First, it contains a Dispute Resolution clause, which states:

*Alternative Dispute Resolution.* The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association or the Pennsylvania Bar Association or County Bar Association Alternative Dispute Resolution program rules. The arbitrator’s award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

*Id.* § 11 (Dispute Resolution) (Emphasis added). It also contains a Governing Law and forum selection clause stating that:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. All matters relating to this Agreement shall be litigated only in the Court of Common Pleas of Lancaster County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania. Each party hereto expressly agrees to submit to the jurisdiction of such courts for purposes of this Agreement.

*Id.* § 14(c) (Emphasis added).

In March 2023, Eric Schraud stated to Patrick Daly, a minority shareholder and early investor in the company,<sup>3</sup> that he was considering transferring GenHydro’s intellectual property to himself. Compl. ¶¶ 42–43, 50. According to the complaint, he assigned a license for the intellectual property to himself without consulting shareholders or disinterested third parties. *Id.* ¶¶ 51–52.

Shortly thereafter, Matt Schraud transferred most of his company shares to Dr. Christopher Kager, a fellow shareholder, at \$1.00 per share without presenting a transfer notice to the corporation or shareholders so they could exercise their rights of first purchase. *Id.* ¶¶ 32, 35–39. Mr. Daly had purchased shares at \$5.00 per share. *Id.* ¶ 43, Ex. G. After Mr. Daly raised concerns about the process used, Dr. Kager

---

<sup>3</sup> Mr. Daly invested the lion’s share of startup funding, helped identify new investors, and provided strategic guidance to Eric Schraud and GenHydro until May 8, 2023, when the company ceased communicating with him. ¶¶ 54–55.

offered to reverse the purchase if requested. *Id.* ¶ 44, Ex. G.

Eric Schraud stopped providing company information to Mr. Daly in May 2023. *Id.* ¶ 56. By email, he told Mr. Daly he would not speak with him “in general and on this topic” until receiving a second opinion from legal counsel, and he promised to report the findings of second opinion and any measures taken. *Id.*

On June 10, 2023, Mr. Daly made specific demands for information relating to transfer and Eric Schraud’s alleged self-dealing, and he issued a litigation hold notice. *Id.* ¶ 57. To date, Mr. Daly has not received the information requested. *Id.* ¶ 58.

The court must determine the import of the Alternative Dispute Resolution paragraph contained within the Agreement. Because the court finds the agreement to arbitrate is enforceable, there is no need to address the other issues raised by the parties.

## II. LEGAL STANDARD

Pennsylvania and federal law impose strong public policies in favor of enforcing arbitration agreements. *Marmet Health Care Ctr., Inc. v. Brown*, 565 U.S. 530, 532–33 (2012); *Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24 (1983); *In re Estate of Atkinson*, 231 A.3d 891, 898 (Pa. Super. 2020); *Saltzman v. Thomas Jefferson Univ. Hosps., Inc.*, 166 A.3d 465, 471 (Pa. Super. 2017).

Pennsylvania applies the following two-part test to determine whether a claim must be arbitrated: 1) the court must first determine whether a valid agreement to arbitrate exists; and 2) if a valid agreement to arbitrate exists, the court must determine whether the dispute falls within the scope of the arbitration agreement. *TTSP Corp. v. Rose Corp.*, 217 A.3d 1269, 1280 (Pa. Super. 2019); *Saltzman*, 166 A.3d at 472; *Provenzano v. Ohio Valley Gen. Hosp.*, 121 A.3d 1085, 1094 (Pa. Super. 2015).

The test is governed by state contract law, under which apparently conflicting contractual provisions cannot be ignored or treated as inoperative. “A court may not disregard a provision in a contract if a reasonable meaning may be ascertained therefrom ... each and every part of it must be taken into consideration and given effect, if possible, and the intention of the parties must be ascertained from the entire instrument.” *Newman Dev. Grp. of Pottstown, LLC v. Genuardi’s Fam. Mkt., Inc.*, 98 A.3d 645, 654 (Pa. Super. 2014) (citing *Seven Springs Farm, Inc. v. Croker*, 748 A.2d 740, 746 (Pa. Super. 2000) (*en banc*) (citation omitted), *aff’d*, 801 A.2d 1212 (Pa. 2002)); *see also In re Binestock’s Trust*, 190 A.2d 288 (Pa. 1963) (“Clauses of a contract . . . Which seem to conflict will be construed, if possible, as consistent with one another.”).

Therefore, when interpreting a contract to determine whether the parties reached an agreement to arbitrate, the court must give “due regard” to Pennsylvania public policy favoring arbitration. *MacPherson v. Magee Mem’l Hosp. for Convalescence*, 128 A.3d 1209, 1219 (Pa. Super. 2015). Pennsylvania requires a court to strictly construe arbitration agreements and not to extend an arbitration agreement by implication.

“When parties have agreed to arbitrate in a clear and unmistakable manner, every reasonable effort should be made to favor the agreement unless it may be said with positive assurance that the arbitration clause involved is not susceptible to an interpretation that covers the asserted dispute. *Midomo Co., Inc. v. Presbyterian Hous. Devel. Co.*, 739 A.2d 180, 190 (Pa. Super. 1999) (quoting *Emlenton Area Mun. Auth. v. Miles*, 548 A.2d 623, 625 (Pa. Super. 1988)).

### III. DISCUSSION

The parties agree that the causes of action at issue fall within the parameters of the Investors Agreement. They disagree on whether they must arbitrate their dispute. Plaintiffs contend the Dispute Resolution clause directly contradicts the Governing Law clause. Defendants disagree.

The Dispute Resolution clause states, “The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute” through alternative dispute resolution. See Investors Agreement, § 11. The Agreement’s governing law provision requires the agreement “be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.” *Id.* at 14. The Agreement further provides, “[a]ll matters relating to this Agreement shall be litigated only in the Court of Common Pleas of Lancaster County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania.” *Id.* § 14(c). The clauses are seemingly at odds with each other.

Plaintiffs assert the two sections cannot be read in harmony and therefore the arbitration provision must fail. Defendants believe the two sections can be harmonized by limiting the governing law clause to the registration or the challenge of any arbitration award in court. Defendants concede that “arbitration” is not “litigation.”

“To resolve this tension, courts should apply the rules of contractual construction, adopting an interpretation that gives paramount importance to the intent of the parties and ascribes the most reasonable, probable, and natural conduct to the parties.” *Highmark Inc. v. Hosp. Serv. Ass’n of Ne. Pennsylvania*, 785 A.2d 93, 98 (Pa. Super. 2001) (quoting *Midomo*, 739 A.2d at 190). The court must look to the plain meaning of the parties’ Investors Agreement contract. When one reviews the contract, it is evident that the favored word “shall”<sup>4</sup> is used in nearly every paragraph, sometimes repeatedly. The parties use the word “will” sparingly and most concentrated in Section 11 Dispute Resolution, where “will” is used five times. The court must conclude that the parties intentionally chose the word “will” rather than the word “shall” to animate the actions of arbitration.

“Will” is not an inherently mandatory term that creates a duty upon the actor; it refers to an action taken upon the happening of a future event.<sup>5</sup> Here, the future event is any dispute arising out of the Agree-

<sup>4</sup> [Y]ou can substitute *has a duty to* for *shall*.” Joseph Kimble, *The Many Misuses of Shall*, 3 Scribes J. Legal Writing 61, 63 (1993).

<sup>5</sup> “Use *will* to express plain future in the second and third persons: “Time will tell.” *Id.*



ment. Accordingly, any party to the contract can seek arbitration of a dispute but is not required to. Later, within the miscellaneous provisions of the Agreement, the parties agreed the governing law “shall be” Pennsylvania law and that “matters relating to the agreement” “shall be” litigated in Lancaster County courts. This mandatory directive is not tied to any dispute or disagreement occurring in the future but to all “matters”—whatever they may be.

The court agrees with defendants that the two provisions can be read in harmony, but more expansively than defendants suggest. The arbitration provisions are broad and unambiguously tied to disputes arising from the Agreement. The Agreement states that the parties are permitted to resolve “any dispute” in arbitration. Consequently, when a dispute arises, the party with the dispute has the contractual right to submit it to arbitration.

The governing law provision, meanwhile, applies to “all matters” relating to the Agreement, and “all matters” “shall be” litigated in Lancaster County subject to Pennsylvania law. Pennsylvania law encourages arbitration.

The natural reading of these provisions, together, is that the Agreement permits a party to initiate litigation relating to any matter in the Agreement, but subject to either party’s contractual right to arbitration. The provisions also leave room for litigation as to court proceedings ancillary to arbitration—such as to compel arbitration if such is resisted, as here, or to confirm or vacate an arbitral award. For litigation within those parameters, the Agreement’s forum selection provisions govern. Litigation under Agreement must be in court, subject to the right to arbitration; and ancillary litigation is always governed by the forum selection clause.

#### **IV. CONCLUSION**

For the above stated reasons, defendants’ request to stay this action and compel arbitration is GRANTED.

**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**

**Bloom, Thomas Douglas a/k/a Thomas D. Bloom**, dec'd.

Late of Manor Township.  
Executor: Matthew Bloom c/o David P. Turocy, Esq., Ream, Carr, Markey, Woloshin & Hunter LLP, 119 East Market Street, York, PA 17401.  
Attorney: David P. Turocy, Esq.

**Davis, V. Louise**, dec'd.

Late of Providence Township.  
Executrix: Donna Devonshire c/o Law Office of Gretchen M. Curran, LLC, 1337 Byerland Church Road, P.O. Box 465, Willow Street, PA 17584.

**Findley, Charles E.**, dec'd.

Late of Manheim Borough.  
Executors: Michael Zabatta, Jr., Alevnis S. Zabatta c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim,

PA 17545.  
Attorney: Young and Young.

---

**Findley, Claudia**, dec'd.

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

---

**Fisher, Howard K.**, dec'd.

Late of East Drumore Township.  
Co-Executors: Howard K. Fisher, Jr., Carol A. Templeton c/o Kluxen, Newcomer & Dreisbach, Attorneys-at-Law, 2221 Dutch Gold Drive, Dutch Gold Business Center, Lancaster, PA 17601.  
Attorney: Melvin E. Newcomer, Esquire.

---

**Gainer, Roberta L.**, dec'd.

Late of East Hempfield Township.  
Executor: Zachary W. Frey, Katelyn A. Weiss c/o Cody & Pfursich, 53 North Duke Street, Suite 420, Lancaster, PA 17602.  
Attorney: Stephen W. Cody.

---

**Glass, Ruth V.**, dec'd.

Late of Pequea Township.  
Co-Executors: Barbara A. Glass, Brenda E. Wilson.  
Glass Family Trust dated July, 22, 1999.  
Trustees: Barbara A. Glass, Brenda E. Wilson.  
c/o Jeffrey C. Goss, Esquire, 480 New Holland Avenue, Suite 6205, Lancaster, PA 17602.  
Attorneys: Brubaker Connaughton Goss & Lucarelli LLC.

---

**Haskell, Virginia M.**, dec'd.

Late of New Holland Borough.

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

Attorneys: Ashley A. Glick, Esq., Kling, Deibler & Glick, LLP; Samuel Goodley, III, Esq., Sam Goodley Law, LLC.

---

**Huyard, Alice F. a/k/a Alice Fay Huyard**, dec'd.

Late of East Cocalico Township. Executor: John E. Lefever c/o E. Richard Young, Jr., Esq., 1248 W. Main St., Ephrata, PA 17522.

Attorney: E. Richard Young, Jr., Esq.

---

**Horning, Henry W.**, dec'd.

Late of West Earl Township. Co-Executrices: Suzanne Y. Baker, Anne L. Becker c/o Michele A. Werder, Esq., P.O. Box 5349, Lancaster, PA, 17606.

Attorneys: Gibbel Kraybill & Hess LLP.

---

**Knotwell, Doris E.**, dec'd.

Late of East Hempfield Township.

Executor: Michael G. Knotwell c/o Richard R. Reilly, Esquire, 54 N. Duke Street, York, PA 17401-1210.

Attorney: Richard R. Reilly, Esq.

---

**Lodish, Diane R.**, dec'd.

Late of Lititz Borough. Executrix: Jodi D. Kreider c/o Ann L. Martin, Attorney, P.O. Box 5349, Lancaster, PA 17606. Attorneys: Gibbel Kraybill & Hess LLP.

---

**Longenecker, John C.**, dec'd.

Late of East Hempfield Township.

Executrix: Debra L. Naumann

c/o Steven R. Blair, Attorney at Law, 650 Delp Road, Lancaster, PA 17601.

Attorney: Steven R. Blair, Esq.

---

**O'Brian, Kathryn A.**, dec'd.

Late of Mount Joy Borough.

Executrix: Mary Kate Linebarger c/o Anthony P. Schimaneck, 700 North Duke Street, P.O. Box 4686, Lancaster, PA 17604-4686.

Attorney: Morgan, Hallgren, Crosswell & Kane, P.C.

---

**Pembleton, Marilyn A.** dec'd.

Late of Martic Township.

Executrix: Wendy L. Steen c/o Law Office of Gretchen M. Curran, LLC, 1337 Byerland Church Road, P.O. Box 465, Willow Street, PA 17584.

Attorney: Gretchen M. Curran.

---

**Stuedler, Frederick W., Jr. a/k/a Frederick William Stuedler, Jr. a/k/a Fred W. Stuedler a/k/a Fred Stuedler**, dec'd.

Late of Conestoga Township.

Executrix: Beverly A. Stuedler c/o Barley Snyder LLP, 126 East King Street, Lancaster, PA 17602.

Attorney: Randy R. Moyer - Barley Snyder LLP

---

**Sullivan, Barbara C.**, dec'd.

Late of West Lampeter Township.

Administratrix: Kathleen M. Keener c/o Russell, Krafft & Gruber, LLP, 101 North Pointe Blvd, Suite 202, Lancaster, PA 17601.

Attorney: Lindsay M. Schoeneberger, Esquire.

---

**Trejo-Castro, J. Guadalupe**, dec'd.

Late of Ephrata Township.  
Administrator: Martha Garcia-Detrejo c/o Douglas A. Smith, Attorney, P.O. Box 5349, Lancaster, PA 17606.

Attorneys: Gibbel Kraybill & Hess LLP.

---

**Waltz, Donna M.**, dec'd.

Late of Lancaster City.  
Administrator: Jeffrey B. Guito c/o Russell, Krafft & Gruber, LLP, 101 North Pointe Blvd, Suite 202, Lancaster, PA 17601.  
Attorney: Lindsay M. Schoeneberger, Esquire.

---

**Whalen, June L.**, dec'd.

Late of Mount Joy Borough.  
Executors: Kim L. Whalen, Scott A. Whalen c/o Scott E. Albert, Esq., 50 East Main Street, Mount Joy, PA 17552.  
Attorney: Scott E. Albert, Esq.

---

**SECOND PUBLICATION**

**Allen, Thomas P.**, dec'd.

Late of East Cocalico Township.  
Executor: Ronald Grant c/o Russell, Krafft & Gruber, LLP, 101 North Pointe Blvd., Suite 202, Lancaster, PA 17601.  
Attorney: Nichole M. Baer.

---

**Cooper, Walter C.K. a/k/a Walter K. Cooper**, dec'd.

Late of East Donegal Township.  
Administrator: Neil R. Vestermark, Esq. c/o Aevitas Law, PLLC, 1755 Oregon Pike, Suite 201, Lancaster, PA 17601.  
Attorneys: Neil R. Vestermark, Esquire, Aevitas Law, PLLC.

---

**Crasten, Ruth Ann**, dec'd.

Late of Salisbury Township.  
Executor: Debra L. Funk c/o Kling, Deibler & Glick, LLP, 131

W. Main Street, New Holland, PA 17557.

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

---

**DuBosq, Patricia L.**, dec'd.

Late of Colerain Township.  
Executrix: Cathy DuBosque c/o Nikolaus & Hohenadel, LLP, 303 West Fourth Street, Quarryville, PA 17566.

Attorney: Jeffrey S. Shank, Esquire.

---

**Faus, Ruth N.**, dec'd.

Late of Columbia Borough.  
Executor: Samuel Faus c/o Russell, Krafft & Gruber, LLP, 101 North Pointe Blvd, Suite 202, Lancaster, PA 17601.

Attorney: Lindsay M. Schoeneberger, Esquire.

---

**Flynn, Kimberly L.**, dec'd.

Late of Elizabethtown Borough.  
Executrix: Lynn E. Flynn-Garloff c/o Nikolaus & Hohenadel, LLP, 222 South Market Street, Suite 201, Elizabethtown, PA 17022.

Attorney: Kevin D. Dolan, Esq.

---

**Gee, Joel B., Jr. a/k/a Joel Baldwin Gee, Jr.**, dec'd.

Late of Paradise Township.  
Executor: Amanda R. Gee c/o Kling, Deibler & Glick, LLP, 131 W. Main Street, New Holland, PA 17557.

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

---

**Hahn, Amos L.**, dec'd.

Late of Lancaster.  
Executor: Shirley A. Kubala c/o 327 Locust Street, Columbia, PA 17512.

Attorney: Christopher R. Grab, Esquire, Nikolaus & Hohenadel,

LLP, 327 Locust Street, Columbia, PA 17512.

---

**Hagen, Sean Thomas**, dec'd.

Late of Lancaster City.  
Administratrix: Pamela W. Hagen c/o Marci S. Miller, Attorney, P.O. Box 5349, Lancaster, PA 17606.  
Attorneys: Gibbel Kraybill & Hess LLP.

---

**Hollinger, Cynthia B. a/k/a Cynthia Bard Hollinger a/k/a Cynthia Bard a/k/a Cindy Hollinger**, dec'd.

Late of Manor Township.  
Executor: Michael D. Hollinger, 11 Rolling Glenn Lane, Downingtown, PA 19335.  
Attorney: None.

---

**Jones, Michael P.**, dec'd.

Late of Manor Township.  
Executrix: Melissa N. Jones c/o James D. Cameron, Esq., 1325 North Front Street, Harrisburg, PA 17102.  
Attorney: James D. Cameron, Esq.

---

**Leffler, Sheila B. a/k/a Sheila May Leffler**, dec'd.

Late of Manheim Township.  
Executor: Douglas A. Smith c/o Douglas A. Smith, Attorney, P.O. Box 5349, Lancaster, PA 17606.  
Attorneys: Gibbel Kraybill & Hess LLP.

---

**Long, Hester J.**, dec'd.

Late of West Lampeter Township.  
Executor: David R. Long, 619 Maple Street, Bethlehem, PA 18018.  
Attorney: None.

---

**Martin, Grace R.**, dec'd.

Late of West Earl Township.  
Executor: Frederick D. Martin c/o H. Charles Benner, Attorney, 200 East Main Street, Leola, PA 17540.  
Attorney: H. Charles Benner, Esq.

---

**Metzger, Stacy A.**, dec'd.

Late of East Petersburg.  
Executor: Anthony Scarcia c/o Lucy F. Dowd, Lucy Dowd Law LLC, 342 N. Queen Street Rear, Lancaster, PA 17603.  
Attorney: Lucy F. Dowd.

---

**Miller, Linda D.**, dec'd.

Late of East Hempfield Township.  
Executor: Justin G. Miller c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.  
Attorney: Young and Young.

---

**Piersol, Nancy L.**, dec'd.

Late of Mt. Joy Borough.  
Administrator: Larry Piersol c/o Paterson Law LLC, 2703 Willow Street Pike N, Willow Street, PA 17584.  
Attorney: Kim Carter Paterson.

---

**Reider, Joanne S.**, dec'd.

Late of Manheim Borough.  
Executor: Connie Ann Binkley c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.  
Attorney: Young and Young.

---

**Rutter, Barbara W.**, dec'd.

Late of Warwick Township.  
Executor: Fern Sue Dannis c/o Blakinger Thomas, PC, 28 Penn Square, Lancaster, PA 17603.  
Attorneys: Blakinger Thomas, PC.

**THIRD PUBLICATION**

**Anderson, Stacy K.**, dec'd.

Late of Mount Joy.  
Executor: Jamie Anderson c/o Lindsay Casadei, Esq., Byler & Winkle, P.C., 363 West Roseville Road, Lancaster, PA 17601.  
Attorney: Lindsay Casadei, Esq.

---

**Blecko, Carol W.**, dec'd.

Late of Manheim Township.  
Executrix: Heather A. Dunbar c/o Angela M. Ward, Esq., 140 E. King St., Lancaster, PA 17602.  
Attorney: Angela M. Ward, Esq.

---

**Bridges, Charles**, dec'd.

Late of Mt. Joy Borough.  
Administratrix: Carla Bass Richmond c/o Daniella A. Horn, Esq., 2202 Delancey Pl., Phila., PA 19103.  
Attorney: Daniella A. Horn, Esq., Klenk Law, LLC, 2202 Delancey Pl., Phila., PA 19103.

---

**Buck, Jean C.**, dec'd.

Late of Manheim Township.  
Executrix: Allison B. Patel c/o James J. Ruggiero, Jr., Esq., 16 Industrial Blvd., Ste. 211, Paoli, PA 19301.  
Attorney: James J. Ruggiero, Jr., Esq., Ruggiero Law Offices, LLC, 16 Industrial Blvd., Ste. 211, Paoli, PA 19301.

---

**Christiansen, Darlene I.**, dec'd.

Late of West Lampeter Township.  
Executor: Kendall Christiansen c/o May Herr & Grosh, LLP, 234 North Duke Street, Lancaster, PA 17602.  
Attorney: Matthew A. Grosh.

---

**Corselius, Neil P. a/k/a Neil**

**Palmer Corselius**, dec'd.

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

---

**Deiter, Dorothy L.**, dec'd.

Late of East Lampeter Twp.  
Executor: Raymond L. Deiter, 595 Cinder Rd., New Providence, PA 17560.  
Attorney: None.

---

**Dollin, Lois E.**, dec'd.

Late of Colerain Twp.  
Executrix: Jacquelyn Meekins c/o Kara A. Klaiber, Esq., 80 W. Lancaster Ave., 4th Fl., Devon, PA 19333.  
Attorney: Kara A. Klaiber, Esq., McCausland Keen + Buckman, 80 W. Lancaster Ave., 4th Fl., Devon, PA 19333.

---

**Fox, Karen L.**, dec'd.

Late of East Donegal Twp.  
Executor: Jennifer Ettinger c/o 327 Locust Street, Columbia, PA 17512.  
Attorney: Michael S. Grab, Esquire, Nikolaus & Hohenadel, LLP, 327 Locust Street, Columbia, PA 17512.

---

**Geiman, Maxine E.**, dec'd.

Late of West Donegal Township.  
Executor: Timothy S. Leibfried c/o Randall K. Miller, Esquire, 700 North Duke Street, P.O. Box 4686, Lancaster, PA 17604-4686.  
Attorneys: Morgan, Hallgren, Crosswell & Kane, P.C.

---

**Girvin, Margaret R.**, dec'd.

Late of Earl Township.

---

Executors: Robert I. Girvin, Cynthia A. Irwin, Carol J. Waner c/o Good & Harris, LLP, 132 West Main Street, New Holland, PA 17557.  
Attorneys: Good & Harris, LLP.

---

**Irwin, Edward H. a/k/a Edward Hammond Irwin**, dec'd.

Late of Manor Township.  
Executor: Craig E. Irwin c/o Gardner and Stevens, P.C., 109 West Main Street, Ephrata, PA 17522.  
Attorney: Kurt A. Gardner.

---

**Kauffman, Richard**, dec'd.

Late of East Lampeter Township.  
Executor: Wendy Albright c/o Law Office of Shawn Pierson, 105 East Oregon Rd., Lititz, PA 17543.  
Attorney: Shawn M. Pierson, Esq.

---

**Keefer, Anna R.**, dec'd.

Late of East Drumore Township.  
Executor: Gary R. Keefer c/o David P. Carson, 2547 Lititz Pike, Lancaster, PA 17601.  
Attorney: David P. Carson.

---

**Kline, Barry N.**, dec'd.

Late of East Cocalico Township.  
Executor: Shawn K. Kline c/o Gardner and Stevens, P.C., 109 West Main Street, Ephrata, PA 17522.  
Attorney: John C. Stevens.

---

**Krady, James M.**, dec'd.

Late of East Lampeter Township.  
Executor: Madeleine M. Krady c/o Russell, Krafft & Gruber, LLP, 101 North Pointe Blvd., Suite 202, Lancaster, PA 17601.

Attorney: Holly S. Filius, Esquire.

---

**Laukhuff, George A., Jr.**, dec'd.

Late of Quarryville Borough.  
Executor: Linda M. Laukhuff c/o Mark L. Blevins, Esquire, 701 Penn Grant Road, Lancaster, PA 17602.  
Attorney: Mark L. Blevins, Esq.

---

**Leed, Edward W., Sr. a/k/a Edward W. Leed**, dec'd.

Late of West Cocalico Township.  
Executor: Michael P. Leed c/o Lindsay M. Schoeneberger, Russell, Krafft & Gruber, LLP, 108 West Main Street, Ephrata, PA 17522.  
Attorney: Lindsay M. Schoeneberger.

---

**MacKenzie, Daisy Maylee a/k/a Daisy M. MacKenzie**, dec'd.

Late of Earl Township.  
Administrators: Adrianna M. Harnish, Olivia S. Timmonds, MacKenzie S. Horst c/o Kling, Deibler & Glick, LLP, 131 W. Main Street, New Holland, PA 17557.  
Attorney: Ashley A. Glick, Esq., Kling, Deibler & Glick, LLP.

---

**Nagy, Mary Lou**, dec'd.

Late of West Hempfield Township.  
Executor: William J. Nagy, Jr. c/o Nikolaus & Hohenadel, LLP, 212 North Queen Street, Lancaster, PA 17603.  
Attorney: Barbara Reist Dillon.

---

**O'Neill, Rachel A.**, dec'd.

Late of Mount Joy Borough.  
Administrator: Casey M. O'Neill c/o Justin J. Bollinger, Attorney, P.O. Box 5349, Lancaster, PA 17606.

Attorneys: Gibbel Kraybill & Hess LLP.

---

**Rhoads, Abram E.**, dec'd.

Late of Lancaster Township.  
Co-Executors: Christine Bean, Randall Renninger c/o Russell, Krafft & Gruber, LLP, 101 North Pointe Blvd, Suite 202, Lancaster, PA 17601.

Attorney: Lindsay M. Schoeneberger, Esquire.

---

**Rhoads, Abram E.**, dec'd.

The Abram Rhoads Family Revocable Trust.

Late of Lancaster Township.  
Co-Trustees: Christine Bean, Randall Renninger c/o Russell, Krafft & Gruber, LLP, 101 North Pointe Blvd, Suite 202, Lancaster, PA 17601.

Attorney: Lindsay M. Schoeneberger, Esquire.

---

**Schultz, Donald Larry a/k/a Donald L. Schultz a/k/a Donald Schultz**, dec'd.

Late of W. Lampeter Twp.  
Executors: Robert H. Schultz, 30 Chipmunk Ln., Media, PA 19063; Douglas H. Schultz, 21 Ashlawn Rd., Malvern, PA 19355.

Attorney: Katherine B. Commons, Atty., Commons & Commons LLP, 6377 Germantown Ave., Phila., PA 19144.

---

**Sharp, Norman L.**, dec'd.

Late of New Holland.  
Executrix: Rose E. Sharp c/o Legacy Law, PLLC., 147 W. Airport Road, Suite 300, Lititz, PA 17543.

Attorney: Katelyn M. Haldeman, Esq.

---

**Shepard, Ruth E. a/k/a Ruth**

**Eileen Shepard**, dec'd.

Late of West Lampeter Township.

Executor: Richard L. Watson c/o Randy R. Moyer, Esquire, 126 East King Street, Lancaster, PA 17602.

Attorneys: Barley Snyder LLP.

---

**Swope, Anna M.**, dec'd.

Late of Lititz.

Executrix: Donavee A. Swope, 1008 Laureldale Drive, Lititz, PA 17543.

Attorney: None.

---

**Yarwood, Judith Lux a/k/a Judith L. Yarwood**, dec'd.

Late of Manor Township.

Executor: John M. Yarwood c/o Randy R. Moyer, Esquire, 126 East King Street, Lancaster, PA 17602.

Attorneys: Barley Snyder LLP.

---

**ARTICLES OF INCORPORATION**

NOTICE IS HEREBY GIVEN THAT Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania on the 4<sup>th</sup> of October 2023 for a non-profit corporation organized under the Non-Profit Corporation Law of 1988.

The name of the Corporation is **Kingdom Keys Ministry, Inc.**  
Michael Cherewka, Esq.  
624 North Front Street  
Wormleysburg, PA 17043

N-17

---

**CORPORATE NOTICE**

NOTICE IS HEREBY GIVEN that a Foreign Registration Statement has been filed with the Department of State of the



Commonwealth of Pennsylvania, at Harrisburg, PA on or about 10/28/2023 for a foreign corporation by the name of and with a registered address in the Commonwealth of Pennsylvania as follows: **AFRICAN WILDLIFE Foundation** c/o Harbor Business Compliance Corporation

This corporation is incorporated under the laws of District of Columbia.

The address of its principal office is 1100 New Jersey Avenue SE Suite 900, Washington, DC 20003.

The corporation has been registered in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended.

N-17

#### NOTICE BY PUBLICATION

##### **In the Register of Wills No. 36-2023-02337**

In Re: Estate of Barbara F. Kuhn, Deceased

TO: Katelynn A. Kuhn, Trista G. Kuhn, Richard T. Kuhn, Jr., intestate heirs, and all Unknown heirs, successors, assigns, and all persons, firms or associations claiming right, title or interest from or under **Barbara F. Kuhn**, Deceased

You are hereby notified that on September 29, 2023, Letters of Administration, *durante absentia*, were granted to Jeffrey P. Ouellet, Esq., in the Register of Wills of Lancaster County, Pennsylvania, to file No.36-23-02337, for the purpose of litigation, until such time as Decedent's intestate heirs have been located and notified.

Appel, Yost & Zee LLP  
33 North Duke Street, Lancaster, PA 17602  
Attorney: Jeffrey P. Ouellet, Esq.

#### IN THE COURT OF COMMON PLEAS

#### CIVIL ACTION - MORTGAGE FORECLOSURE

#### **No. CI-23-07508**

MEMBERS 1<sup>ST</sup> FEDERAL CREDIT UNION,  
Plaintiff  
V.

UNKNOWN HEIRS, SUCCESSORS, ASSIGNS AND ALL PERSONS, FIRMS OR ASSOCIATIONS CLAIMING RIGHT, TITLE OR INTEREST FROM OR UNDER DAVID HESS, DECEASED, JOANN M. BARRELLE, KNOWN HEIR OF DAVID HESS, DECEASED, AND MARY JANE WATTS, KNOWN HEIR OF DAVID HESS, DECEASED,

Defendants

TO: Unknown Heirs, Successors, Assigns And All Persons, Firms Or Associations Claiming Right, Title Or Interest From Or Under David Hess, Deceased

You are hereby notified that Members 1<sup>st</sup> Federal Credit Union has filed a civil action against you.

#### **Notice**

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS

OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lancaster Bar Association Lawyer Referral Service  
28 East Orange Street  
Lancaster, Pa 17602  
Telephone (717) 393-0737

N-17

### SUITS ENTERED

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

**November 2, 2023  
to November 7, 2023**

ADAMS, CHRISTOPHER;  
Gardner & Stevens, P.C.; 04651;  
Stevens

AMINTO, MARCO; Crystal  
Whitico; 04727; Mahan

BONGIOVANNI, ROSARIO;  
BONGIOVANNI, MARIO; Marie  
Cornish; 04771; Justice

BOOTH, RICHARD; Valley View  
Capital LLC; 04757; Sarno

BRINKMAN, DAVID,  
BRINKMAN, DAVID M.; Discover  
Bank; 04753; Strand

BUTTS, CHRISTINA M.,  
BUTTS, SHELBRIA C.; PPL  
Electric Utilities Corp; 04668;  
Manley

COMMONWEALTH OF

PA DEPARTMENT OF  
TRANSPORTATION; Ranga Lal  
Chamlagai; 04636

COMMONWEALTH OF  
PENNSYLVANIA DEPARTMENT  
OF TRANSPORTATION; Elizabeth  
Ann Grisafi; 04748

FURAHA, JOYEUSE; Jerry L.  
Lott; 04639; Rankin

GROSSMAN, PAIGE; Stacey  
Samii; 04618; Soll

GURUNG, BIRJU; Dawn  
Harmon; 04711; Lang

JOHN DOE; Secretary Of  
Veterans Affairs; 04623; Shavel

JOHNSON, LOGAN A.,  
JOHNSON, ALEXANDER;  
Khadijah Acosta; 04627; Simon

KRAMER, OLIVIA ASHLEY;  
Trudy Shiroma-Koeffler; 04622;  
Mayerson

KRATE SOFT LLC, KELLER,  
KRAIG; Alexandra Geib; 04710;  
Curley

MENTZER, MICHELLE; Chris  
Miller; 04688

ROLDAN, NICHOLAS; Liberty  
Mutual; 04715; Vachhrajani

SOFILLAS, KONSTANTINOS G.;  
Charles F Snyder Funeral Home &  
Crematory Inc.; 04762

SUPPLEE, BONNIE; Heather L.  
Pavelites; 04603; Anderson

WOODRING, CAROL R.; Asiya  
Mirzayeva; 04643; Van Der Veen