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IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY  
**CIVIL ACTION - LAW**

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M&T Bank v. Bhoola et al  
Commercial Law – Judgment – Statute of Frauds

Plaintiffs are not required to explain fee calculations within a complaint in confession of judgment. Loan modification agreements deferring mortgage payments are agreements regarding interest in real property and subject to the Statute of Frauds.

OPINION. M&T Bank v. Bhoola et al – CI-21-06336

OPINION BY BROWN, J., January 21, 2022. This case is before the court on the petition to strike and open judgment entered by confession and to stay execution of judgment, which was filed by Defendants Prakash Bhoola and Urjita Bhoola on November 1, 2021.

### I. BACKGROUND

Shree Punit, LLC (“the Borrower”) is a Pennsylvania company headquartered in New Jersey with a mailing address in Bensalem, Pennsylvania. Plaintiff M&T Bank is a New York corporation with a location in Lancaster County. Defendants Prakash Bhoola and Urjita Bhoola (“the Bhoolas”), who guaranteed the loan, live in Wrightstown, Pennsylvania.

On January 10, 2017, representatives for the Borrower signed a credit agreement promising to pay \$9,000,000 based on the terms of the loan agreement that remained in effect until all obligations were paid in full and the bank terminated the transaction documents. *See* Pl. Compl. Ex. A ¶ 7. Obligations were defined to include indebtedness and “all interest, charges, costs, expenses or fees, which accrue on or in connection with the foregoing [indebtedness] . . .” *Id.* ¶ 1. If demanded, the Borrower was required to pay the bank’s expenses incurred in the administration of Borrower’s obligations. *Id.* ¶ 6.

An accompanying term note contained an authorization of confession of judgment upon default for the entire principal due, interest, “other amounts due hereunder,” legal fees, and a “reasonable attorney’s fee” the greater of 10 percent or \$1,000. *See* Ex. B at 4. Other amounts due under the agreements are the interest, charges, costs, expenses, and fees accruing or connected to the Borrower’s indebtedness, including the bank’s own expenses to administer the loan. The note contained a provision stating the note should be construed and enforced using Pennsylvania law, except for Pennsylvania’s conflict of laws principles. *Id.* The note included a LIBOR Rate Rider under which the Borrower agreed to have loans bear interest at the London Interbank offered rate (“LIBOR”) rather than a base rate. *See* Pl. Compl. Ex. B 8–9. The rider specifies how the LIBOR rate applies when a swap agreement is in ef-

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fect.<sup>1</sup> The Bhoolas personally guaranteed the loan. *See* Ex. C-II.

On July 1, 2019, the Borrower entered a note modification agreement with M&T Bank where the bank agreed to extend the loan's maturity date from January 2022 to January 2024. The contract did not create a new debt or extinguish the term note. Ex. B at 11. The Bhoolas signed as guarantors. *Id.* On April 15, 2020, the Borrower entered its first deferral agreement with M&T Bank, pausing loan payments through September 2020. *Id.* at 13. The Bhoolas signed the deferral agreement as guarantors. *Id.* at 16.

On December 23, 2020, the Borrower entered a second deferral agreement with M&T Bank. *Id.* at 19. The agreement extended the loan's forbearance period until March 31, 2021, setting payments to restart on April 1, 2021. *Id.* The December modification agreement required the Borrower to provide the Bank with financial statements and reports in addition to documents required by the original loan agreement. *Id.* The agreement reaffirmed the terms of the underlying loan documents, including the confession of judgment clause. *Id.* On December 30, 2020, the Borrower and bank amended the term note based on the second deferral agreement; the amendment included a choice of Pennsylvania law clause and a power to confess judgment clause.

On April 16, 2021, M&T Bank notified the Borrower and guarantors, including the Bhoolas, that the loan was in default and the bank would be exercising its rights under the contract. M&T Bank filed a complaint for judgment by confession on September 13, 2021, against the Bhoolas based on their personal guaranty of the loan agreements. *See* Pl. Compl. ¶ 9. The bank alleges that the Borrower and the Bhoolas defaulted under the loan documents on April 1, 2021, when they failed to make the first scheduled monthly payment after the deferral period ended on March 31, 2021. *Id.* ¶ 11. On October 5, 2021, M&T Bank requested an exemplified copy of the judgment so it could be transferred to Bucks County, Pennsylvania.

The Bhoolas filed a petition to open or strike judgment by confession on November 1, 2021. The court issued an order on November 10, 2021 directing M&T Bank to respond to defendants' allegation that conflict of law principles required the confessed judgment be stricken. On December 2, 2021, this Court granted M&T Bank's motion for limited discovery on the conflict of law issue; M&T Bank scheduled the matter to be heard on January 14, 2022 in discovery motions court. The Bhoolas' attorney filed a motion to withdraw as counsel on January 10, 2022, which the court granted on January 14, 2022.

The Bhoolas responded to the bank's response on November

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<sup>1</sup> A swap agreement, or interest rate swap, occurs when parties exchange cash flows or liabilities from financial interests to hedge against fluctuating interest rates. *See* James Chen, *Swap*, Investopedia (March 30, 2021), <https://www.investopedia.com/terms/s/swap.asp>.

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1, 2021 but failed to respond to M&T Bank's discovery requests or to attend discovery motions court on January 14, 2022. This matter is ripe for judicial review.

## II. LEGAL STANDARD

A petition to strike and a petition to open judgment are separate forms of relief.

“A petition to strike a judgment is a common law proceeding which operates as a demurrer to the record. [It] may be granted only for a fatal defect or irregularity appearing on the face of the record.’ *Knickerbocker Russell Co., Inc. v. Crawford*, 936 A.2d 1145, 1146–1147 (Pa. Super. 2007) (citations omitted). In assessing whether ‘there are fatal defects on the face of the record ..., a court may only look at what was in the record when the judgment was entered.’ *Cintas Corp. v. Lee’s Cleaning Servs., Inc.*, 549 Pa. 84, 700 A.2d 915, 917 (1997) (quoting *Resolution Trust, Corp. v. Copley Qu-Wayne Assocs.*, 546 Pa. 98, 683 A.2d 269, 273 (1996)). Therefore, the original record that is subject to review in a petition to strike a confessed judgment consists only of the complaint in confession of judgment and the attached exhibits. *See id.*”

*Gur v. Nadav*, 178 A.3d 851, 856 (Pa. Super. 2018).

If the defendant's petition factually disputes the averments made in the confession of judgment or its exhibits, the correct remedy is to open the judgment. *See Midwest Fin. Acceptance Corp. v. Lopez*, 78 A.3d 614, 622–23 (Pa. Super. 2013) (citations omitted). Confessed judgments are only opened when the defendant acts promptly, alleges a meritorious defense, and presents enough evidence that the issue must be submitted to a jury. *See Iron Worker’s Sav. and Loan Ass’n v. IWS, Inc.*, 622 A.2d 367, 370 (Pa. Super. 1993).

## III. DISCUSSION

### A. *Defendants’ petition to strike judgment as unenforceable under New Jersey law*

The Bhoolas argue the judgment by confession should be stricken as facially defective because it is unenforceable in New Jersey. They argue that under Pennsylvania's conflict of laws principles, New Jersey is the more interested state, and its law should be applied despite choice of law provisions in the loan documents stating Pennsylvania law applies.

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After reviewing the complaint in confession of judgment, the attached exhibits, and the surrounding law, the court finds the Bhoolas' argument unpersuasive. Assuming there is a true conflict between New Jersey and Pennsylvania laws regarding judgments by confession, Pennsylvania has the materially greater interest in applying its own law on the subject.

Pennsylvania applies the Restatement (Second) of Conflict of Laws in contractual disputes when there is a true conflict of underlying law between the chosen state and another state. Section 187(2)(b) sets out a two-part test under which the law of the other state applies when (1) the other state has the most significant relationship, per Section 188, and (2) the other state's public policy would be violated by applying Pennsylvania law. See *Fleetwood Servs., LLC v. Complete Bus. Sol. Grp., Inc.*, 374 F. Supp 3d 361, 371 (E.D. Pa. 2019).

Restatement § 188 calls for the application of the law of the state which has "the most significant relationship to the transaction as determined by several factors, including:

- (a) the place of contracting,
- (b) the place of negotiation of the contract,
- (c) the place of performance,
- (d) the location of the subject matter of the contract, and
- (e) the domicile, residence, nationality, place of incorporation and place of business of the parties."

*Id.* (quoting Restatement (Second) of Conflict of Laws § 188 (1971)). Courts may also consider other factors, including "the needs of the interstate system, . . . the protection of justified expectations, . . . [and] certainty, predictability and uniformity of results." Restatement (Second) of Conflict of Laws § 6 (1971).

Pennsylvania clearly has the more significant relationship to the parties and the transaction: the plaintiff is a New York bank with branches in Lancaster County; the Borrower under the relevant agreements is a registered Pennsylvania company with an office in Bensalem, Pennsylvania; the loan is secured by Pennsylvania property; and the place of contracting is Pennsylvania. The only connection the transaction has to New Jersey is that the defendants allege they live there despite loan documents stating otherwise.

Applying Pennsylvania law also protects the justified expectations of M&T Bank. The parties entered into a series of commercial financing agreements beginning in 2017 under the expectation that the agreements' Pennsylvania choice of law clauses would control. The Borrower and two other personal guarantors of the agreement at issue

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are domiciled in Pennsylvania; the Bhoolas alone reside in New Jersey. Pennsylvania choice of law promotes a certain, predictable, and uniform outcome by judging contractual liability for all parties to the loan agreements based on the same standards.

The court having determined that Pennsylvania holds the more significant relationship to the parties and the transaction at the center of this confession of judgment, it is unnecessary to consider whether applying Pennsylvania law violates New Jersey public policy. The Bhoolas' argument that the judgment by confession is subject to New Jersey law fails.

B. *Defendants' petition to open the confessed judgment based on a disputed amount*

The Bhoolas next assert the judgment should be opened, claiming it improperly includes a "hedge swap fee" without explaining its calculation and lists attorneys' fees of \$914,598.23 that are grossly excessive. M&T Bank seeks a 10 percent commission of \$914,598.23 as a reasonable attorney's fee. The Bhoolas claim this is unreasonable when compared to the work taken to prepare the complaint and form affidavits, challenging the bank's calculation.

There is no requirement that a plaintiff explain its fee calculations within a complaint in confession of judgment, and the hedge swap fee is properly included in the complaint. The 2017 term note and subsequent agreements authorize M&T Bank to confess judgment for the entire principal, interest on principal, "other amounts due hereunder," legal fees, and the greater of \$1,000 or 10 percent in attorney fees. Other amounts due under the agreements are the interest, charges, costs, expenses, and fees accruing or connected to the Borrower's indebtedness, including the bank's own expenses to administer the loan. This broad definition incorporates fees related to swap agreements the bank made to "hedge" on fluctuating interest rates. To successfully open the confessed judgment, the Bhoolas needed to present enough evidence to support a meritorious defense that should be submitted to a jury. They have not done so.

Fee-shifting provisions confessed judgments are subject to a reasonableness standard, *see Graystone Bank v. Grove Estates, L.P.*, 58 A.3d 1277, 1283 (Pa. Super. 2012), *aff'd*, 81 A.3d 880 (Pa. 2013). While Pennsylvania courts routinely uphold 10 percent attorneys' fees provisions in confession of judgment clauses, *see, e.g., Rail P'ship, L.P. v. E Pointe Props. I, Ltd*, 957 A.2d 1275, 1279 (Pa. Super. 2008), the issue is within a trial court's discretion and may be adjusted without opening a judgment. *See Dollar Bank, Fed. Sav. Bank v. Northwood Cheese Co.*, 637 A.2d 309, 314 (Pa. Super. 1994). This court finds an attorneys' fee award of nearly \$1 million to be excessive but notes the actual cost of attorneys' fees will be decided and adjusted before execution. After the attorneys' fees have been adjusted, this court will hold a hearing on the

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reasonableness of the fee unless the parties can reach an agreement between themselves.

C. *Defendants' petition to open the confessed judgment based on estoppel principles*

The Bhoolas further argue the confessed judgment should be opened because the Covid-19 pandemic made Borrower's performance impracticable.

The parties' loan modification agreements fall under the Statute of Frauds because M&T Bank surrendered its right to payment during the deferral period, affecting its interest in the mortgaged land. Under the Statute of Frauds, an agreement regarding an interest in real property must be in writing, see 33 P.S. § 1. "[A]n agreement to lend money in consideration for a mortgage is the basis for the granting of an interest in land." *Bozzi v. Greater Delaware Valley Sav. and Loan Ass'n*, 389 A.2d 122, 124 (Pa. Super. 1978) (loans made in consideration of mortgage must be in writing); *Eastgate Enter., Inc. v. Bank & Trust Co. of Old York Rd.*, 345 A.2d 279, 281–82 (Pa. Super. 1975) (Statute of Frauds applies to agreements to refrain from enforcing right to foreclose on mortgage).

Pennsylvania courts have long held that "principles of estoppel may not be invoked against operation of the Statute of Frauds." *Borrello v. Lauletta*, 317 A.2d 254, 255 (Pa. 1974) (citing *Peterson v. Chandler*, 66 A.2d 284 (Pa. 1949); *Mott v. Kaldes*, 135 A. 764 (Pa. 1927)); see also *Vist Bank v. Radha Holdings LLC and Midlang Hosp., LLC*, No. 2021-00728 (C.P. Lebanon Dec. 09, 2021). Because the Bhoolas cannot rely on estoppel principles against a loan modification agreement within the Statute of Frauds, this argument is moot. It is unnecessary for the court to address it.

**ORDER**

AND NOW, this 21<sup>st</sup> day of January 2022, upon review of the record provided by Plaintiff M&T Bank and Defendants Prakash Bhoola and Urjita Bhoola (“the Bhoolas”), it is hereby ORDERED that:

1. The Bhoolas’ petition to strike judgment by confession is DENIED.
2. The Bhoolas’ petition to open judgment by confession is DENIED.<sup>2</sup>
3. The Bhoolas’ petition to stay execution is DENIED.
4. M&T Bank’s motion to compel discovery is DENIED as MOOT.

BY THE COURT:  
LEONARD G. BROWN, III, JUDGE

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<sup>2</sup> A trial court may adjust attorneys’ fees in confession of judgment provisions without opening the judgment. *See Dallar Bank, Fed. Sav. Bank v. Northwood Cheese Co.*, 637 A.2d 309, 314 (Pa. Super. 1994). An attorneys’ fee award of nearly \$1 million is excessive, but the actual cost of attorneys’ fees will be decided and adjusted before execution. After M&T Bank adjusts the attorneys’ fee, this court will hold a hearing on the reasonableness of the fee unless the parties can reach an agreement between themselves.

**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**

**Abel, Pauline W.**, dec'd.

Late of Manheim Township.  
Co-Executors: Michael L. Abel, Patrick W. Abel, Erik J. Abel c/o Russell, Krafft & Gruber, LLP, 101 North Pointe Blvd., Suite 202, Lancaster, PA 17601.  
Attorney: Lindsay M. Shoeneberger, Esquire.

**Bates, Stephen C.**, dec'd.

Late of Warwick Township.  
Executor: Madelynn E. Martin c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.  
Attorney: Young and Young.

**Bender, Donald H., Sr.**, dec'd.

Late of Ephrata Borough.  
Executrix: Donna L. Martin c/o A. Anthony Kilkuskie, 117A West Main Street, Ephrata, PA 17522.

Attorney: A. Anthony Kilkuskie, 117A West Main Street, Ephrata, PA 17522.

**Bomberger, Charlene M.**, dec'd.

Late of Manheim Township.  
Executor: Joanne H. Mateer c/o Good & Harris, LLP, 132 West Main Street, New Holland, PA 17557.  
Attorney: Good & Harris.

**Ciemiesicz, Jon T.**, dec'd.

Late of Lancaster Township.  
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Attorney: None.

**Crosby, Rebecca**, dec'd.

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Attorney: Nichole M. Baer.

**Cwienk, Edythe M.**, dec'd.

Late of Bart Township.  
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**Davis, Grace Elaine**, dec'd.

Late of W. Hempfield Township.  
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Attorney: Young and Young.

**Dissinger, Floyd R. a/k/a Floyd Raymond Dissinger, Sr.**, dec'd.

Late of Manheim Township.  
Executor: Henry Todd Dissinger c/o Russell, Krafft & Gruber,

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Attorney: Lindsay M. Schoeneberger.

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**Dockey, L. N. a/k/a Ruth L. N. Dockey a/k/a Ellen Dockey,** dec'd.

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Attorney: Barbara Reist Dillon.

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**Downin, Jacqueline K. a/k/a Jacqueline K. Eby Downin,** dec'd.

Late of Providence Township.  
Executrix: Lisa M. Eby c/o Nikolaus & Hohenadel, LLP, 303 West Fourth Street, Quarryville, PA 17566.  
Attorney: Jeffrey S. Shank, Esquire.

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**Groff, Vernon J.,** dec'd.

Late of Manheim Township.  
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Attorney: O'Day Law Associates.

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**Heineman, Sally,** dec'd.

Late of East Donegal Township.  
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**Hoover, Frank L.,** dec'd.

Late of Elizabethtown.  
Co-Executors: Doug M. Hoover, Jeffrey A. Hoover c/o Legacy

Law, PLLC, 147 W. Airport Road, Suite 300, Lititz, PA 17543.  
Attorney: Katelyn M. Haldeman, Esq.

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**Imber, Eric,** dec'd.

Late of Lancaster County.  
Interested Party: Excentia Human Services c/o Cipriani & Werner, PC, 45 East Orange St, Lancaster, PA 17602.  
Attorney: Jeffrey C. Gray, Esq.

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**Johnson, Rosemarie B.,** dec'd.

Late of Lancaster Township.  
Executrix: Suzanne J. Roland c/o Anthony P. Schimaneck, Esq., 700 North Duke Street, P.O. Box 4686, Lancaster, PA 17604-4686.  
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**Kosalek, Francis R.,** dec'd.

Late of Ephrata Township.  
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Attorney: Patrick A. Deibler, Esq., Kling, Deibler & Glick, LLP.

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**Powell, Theresa M. a/k/a Theresa Marguerite Powell,** dec'd.

Late of East Hempfield.  
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**Ranck, Woodrow H. Jr.,** dec'd.

Late of Adamstown Borough.  
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Attorney: A. Anthony Kilkuskie,  
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**Ross, Jr., Richard V.,** dec'd.

Late of Manor Township.  
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Young and Young, 44 S. Main  
Street, P.O. Box 126, Manheim,  
PA 17545.  
Attorney: Young and Young.

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**Schriver, Barbara J.,** dec'd.

Late of Elizabethtown Borough.  
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Kearney Graybill, LLC, 940 S.  
Queen Street, York, PA 17403.  
Attorney: Jack L. Graybill II,  
Esq.

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**Silvers, Harmon T. a/k/a Ted  
Silvers,** dec'd.

Late of West Hempfield Town-  
ship.  
Administratrix: Suzanne S. Van  
Arsdale, 11544 E. Camino Del  
Desierto, Tucson, AZ 85747.  
Attorney: None.

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**Smith, Elvin G.,** dec'd.

Late of Manheim Township.  
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c/o Young and Young, 44 S.  
Main Street, P.O. Box 126, Man-  
heim, PA 17545.  
Attorney: Young and Young.

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**Stipe, Lisa E.,** dec'd.

Late of Lancaster City.  
Administrator: Lloyd D. Dimmig,  
Jr. c/o O'Day Law Associates,  
158 East Chestnut Street, Lan-  
caster, PA 17602.  
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**Titus, Paula a/k/a Paula G. Ti-  
tus,** dec'd.

Late of Earl Twp.

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**SECOND PUBLICATION**

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**Adams, Audell M.,** dec'd.

Late of Lancaster County.  
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Robert K. Adams c/o Bruce J.  
Warshawsky, Esquire, Cunning-  
ham, Chernicoff & Warshawsky,  
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burg, PA 17106-0457.  
Attorney: Bruce J. Warshawsky,  
Esquire.

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**Allmendinger, Nellie E. a/k/a  
Nellie Esther Allmendinger,**  
dec'd.

Late of Lancaster County.  
Executrix: Barbara J. Pell c/o E.  
Kenneth Nyce Law Office, LLC,  
105 East Philadelphia Avenue,  
Boyertown, PA 19512.  
Attorney: Nicole C. Manley, Es-  
quire, E. Kenneth Nyce Law Of-  
fice, LLC, 105 East Philadelphia  
Avenue, Boyertown, PA 19512.

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**Berg, Bruce R. a/k/a Bruce Rob-  
ert Berg,** dec'd.

Late of Lancaster Township.  
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Emily Watkins Marzock, Es-  
quire, Barley Snyder LLP, 126  
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17602.  
Attorney: Barley Snyder LLP.

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**Blakeslee, Jennifer D. a/k/a**

**Du'i Kim Blakeslee a/k/a Du'i Kim**, dec'd.

Late of Ephrata Township.  
Personal Representative: Steven D. Guinter, J.D. c/o Law Office of Steven D. Guinter, J.D., 480 Cabin Hollow Rd., Dillsburg, PA 17019.  
Attorney: Steven D. Guinter, J.D.

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**Casler, Donald W. a/k/a Donald Wayne Casler a/k/a Donald Wayne Casler**, dec'd.

Late of the Township of Drumore.  
Executrix: Patricia Ann Casler Tacy c/o Mark L. Blevins, Esquire, 701 Penn Grant Road, Lancaster, PA 17602.  
Attorney: Mark L. Blevins, Esquire.

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**Colson, Dixie L.**, dec'd.

Late of East Hempfield Township.  
Executor: Thomas J. Colson c/o Karl Kreiser, Esquire, 553 Locust Street, Columbia, PA 17512.  
Attorney: Mount & Kreiser, 553 Locust Street, Columbia, PA, 17512.

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**Davis, Pauline M. a/k/a Pauline Mesropian Davis**, dec'd.

Late of New Holland.  
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Attorney: David M. Roth, Esquire, The Roth Law Firm, 123 North Fifth Street, Allentown, PA 18102.

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**Dumas, Jamie L.**, dec'd.

Late of the Borough of Ephrata.  
Administrator: Jeremy S. Mozeliak c/o Lindsay M. Schoeneberger, Russell, Krafft & Gruber, LLP, 108 Main Street, Ephrata, PA 17522.  
Attorney: Lindsay M. Schoeneberger.

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**Ebersole, Jeanette B.**, dec'd.

Late of Mount Joy Borough.  
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Attorney: Scott E. Albert, Esq.

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**Elliott, L. Jean**, dec'd.

Late of Earl Township.  
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Attorney: Matthew A. Grosh.

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**Frey, Anna Mae**, dec'd.

Late of the Borough of New Holland.  
Executors: Dawn M. Bell c/o Kling, Deibler & Glick, LLP, 131 W. Main Street, New Holland, PA 17557.  
Attorney: Patrick A. Deibler, Esq., Kling, Deibler & Glick, LLP.

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**Good, Glenn W.**, dec'd.

Late of Warwick Township.  
Executors: Tina Good Bellanca, Jeffrey G. Good c/o James N. Clymer, Esquire, 408 West Chestnut Street, Lancaster, PA 17603.  
Attorney: Clymer Musser & Sarano, PC.

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**Hallgren, Audrey C. a/k/a Ag-**

**drey Case Hallgren**, dec'd.

Late of Lititz Borough.  
Co-Executors: Susan J. Hallgren, Craig P. Hallgren c/o Nancy Mayer Hughes, Esquire, Barley Snyder LLP, 126 East King Street, Lancaster, PA 17602.  
Attorney: Barley Snyder LLP.

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**Hoover, Lowell L. a/k/a Lowell Lloyd Hoover**, dec'd.

Late of Manheim Township.  
Administrator: Russell L. Galbaugh c/o Mongiovi Law, LLC, 235 North Lime Street, Lancaster, PA 17602.  
Attorney: Michael J. Mongiovi.

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**Johnson, Dorothy L. a/k/a Dorothy Leonard Johnson**, dec'd.

Late of West Lampeter Township.  
Executrix: Sandra J. Mast c/o Vance E. Antonacci, Esquire, McNees Wallace & Nurick LLC, 570 Lausch Lane, Suite 200, Lancaster, PA 17601.  
Attorney: McNees Wallace & Nurick LLC.

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**Kissinger, Clara J.**, dec'd.

Late of Lancaster City.  
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Attorney: Young and Young.

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**Kuhn, John**, dec'd.

Late of Paradise Township.  
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Attorney: Jeffrey S. Shank, Esquire.

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**Kuserk, Gertrude**, dec'd.

Late of New Holland.  
Executor: Michael Clancy, 1561 Tralee Drive, Dresher, PA 19025.  
Attorney: None.

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**Musser, Betty Jane**, dec'd.

Late of Manheim Township.  
Executrix: Beth E. Stoltzfus c/o James N. Clymer, Esquire, 408 West Chestnut Street, Lancaster, PA 17603.  
Attorney: Clymer Musser & Sarano, PC

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**Myers, Thomas E., Jr.**, dec'd.

Late of Mount Joy Township.  
Executor: Tracy L. Hawthorne c/o Nikolaus & Hohenadel, LLP, 222 S. Market St., Suite 201, Elizabethtown, PA 17022.  
Attorney: Kevin D. Dolan, Esquire.

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**Noffz, Jay C.**, dec'd.

Late of West Hempfield Township.  
Executor: Kevin Noffz c/o 327 Locust Street, Columbia, PA 17512.  
Attorney: Michael S. Grab, Esquire, Nikolaus & Hohenadel, LLP, 327 Locust Street, Columbia, PA 17512.

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**Osborne, Janice E.**, dec'd.

Late of Manheim Township.  
Executor: The Lodge Life Services, Inc. c/o Appel Yost & Zee LLP, 33 North Duke Street, Lancaster, PA 17602.  
Attorney: Dana C. Panagopoulos.

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**Smith, Dorothy C.**, dec'd.

Late of West Lampeter Township.

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Executor: Bradford L. Smith  
c/o Karl Kreiser, Esquire, 553  
Locust Street, Columbia, PA  
17512.

Attorney: Mountz & Kreiser,  
553 Locust Street, Columbia, PA  
17512.

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**Telfer, Charles W.**, dec'd.

Late of West Donegal Township.

Executor: Darrell N. VanOrmer,  
Jr. c/o VanOrmer & Stephen-  
son, P.C., 344 South Market  
Street, Suite 101, Elizabeth-  
town, PA 17022.

Attorney: Daniel A. Stephenson,  
Esq.

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**Youndt, Theresa E.**, dec'd.

Late of Earl Township.

Executors: Lois A. Stober & San-  
dra F. Styer c/o Good & Harris,  
LLP, 132 West Main Street, New  
Holland, PA 17557.

Attorney: Good & Harris, LLP.

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**THIRD PUBLICATION**

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**Alleman, Mae I.**, dec'd.

Late of Mt. Joy Borough.

Executor: Roger L. Alleman, 21  
Sherks Church Rd., Palmyra, PA  
17078.

Attorney: Jean D. Seibert, Es-  
quire, Caldwell & Kearns, PC,  
3631 N. Front St., Harrisburg,  
PA 17110.

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**Blasi, Daniel J. a/k/a Daniel  
Jeffrey Blasi**, dec'd.

Late of Gordonville Borough.

Executrix: Carla P. Gorman c/o  
Brian J. Honness, Esquire, Mc-  
Nees Wallace & Nurick LLC, 570  
Lausch Lane, Suite 200, Lan-  
caster, PA 17601.

Attorney: McNees Wallace &  
Nurick LLC.

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**Courtney, Ruth E.**, dec'd.

Late of Manheim Township.

Personal Representative: Pamela  
C. Brackbill c/o Jennifer A. Gal-  
loway, Esq., Saxton & Stump,  
LLC, 280 Granite Run Dr., Ste.  
300, Lancaster, PA 17601.

Attorney: Saxton & Stump, LLC.

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**Deck, Roy, Jr.**, dec'd.

Late of Lancaster Township.

Co-Executors: Ross A. Deck,  
Fulton Bank, N.A. c/o Nancy  
Mayer Hughes, Esquire, Bar-  
ley Snyder LLP, 126 East King  
Street, Lancaster, PA 17602.

Attorney: Barley Snyder LLP.

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**Effinger, Charles W., Jr.**, dec'd.

Late of Lititz Borough.

Executrix: Margaret L. Seiler  
c/o E. Richard Young, Jr., Esq.,  
1248 W. Main St., Ephrata, PA  
17522.

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

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**Eshelman, Guy R.**, dec'd.

Late of West Lampeter Town-  
ship.

Executrix: M. Yvonne Crouse  
c/o Patti S. Spencer, Esq., 320  
Race Avenue, Lancaster, PA  
17603.

Attorney: Spencer Law Firm.

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**Genoese-Fulmer, Maria Elisa  
a/k/a M. Elisa Genoese-Fulmer**,  
dec'd.

Late of Manor Township.

Administrator d.b.n.: Frances-  
co Joseph Genoese c/o Jeffrey  
Gonick 1398 Oregon Road, Leo-  
la, PA 17540.

Attorney: Jeffrey Gonick.

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**Fisher, Gloria A.**, dec'd.

Late of Mount Joy Township.

Executrix: Wendy Sue Brenstuhl c/o Mary-Jo Mullen, CPA, Esquire, Halbruner, Hatch & Guiese, LLP, 2109 Market Street, Camp Hill, PA 17011.

Attorney: Mary-Jo Mullen, CPA, Esquire.

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**Huynh, Thuha T. a/k/a Thi Thu Ha Huynh**, dec'd.

Late of New Holland Borough.

Executor: Thuy B. Tran c/o Aevitas Law, PLLC, 1755 Oregon Pike, Suite 201, Lancaster, PA 17601.

Attorneys: Neil R. Vestermark, Esquire; Aevitas Law, PLLC.

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**Jackson, Harry James**, dec'd.

Late of Bart Township.

Executrix: Tammy L. Mullis c/o James N. Clymer, Esquire, 408 West Chestnut Street, Lancaster, PA 17603.

Attorney: Clymer Musser & Sarno, PC.

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**Kreider, Robert E.**, dec'd.

Late of Upper Mount Joy Township.

Executrices: Lori Bitner, Debora Bachman c/o Anthony P. Schimanek, Esquire, 700 North Duke Street, P.O. Box 4686, Lancaster, PA 17604-4686.

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

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**Lambert, Lucille D.**, dec'd.

Late of Lancaster Township.

Personal Representative: Candace G. Benoit c/o Eric Schenlin Rothermel, Esquire, 49 North

Duke Street, Lancaster, PA 17602.

Attorneys: May, Herr, & Grosh, LLP.

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**Louthian, Donna Fae**, dec'd.

Late of Fulton Township.

Executor: Robert L. Barron, Jr. c/o James N. Clymer, Esquire, 408 West Chestnut Street, Lancaster, PA 17603.

Attorney: Clymer Musser & Sarno, PC.

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**Moran, Robert L.**, dec'd.

Late of Little Britain Township.

Executrix: Deborah S. Moran c/o Winifred Moran Sebastian, P.O. Box 381, Oxford, PA 19363.

Attorney: Winifred Moran Sebastian.

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**Peters, Joyce K.**, dec'd.

Late of Lancaster.

Executor: Julie Peters-Garcia, 141 Main Street, New Providence, PA 17560.

Attorney: Thomas W. Fleckenstein, 470 Locust Street, Columbia, PA 17512.

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**Robinson, Teresa M. a/k/a Teresa M. Miller a/k/a Teresa Robinson Miller**, dec'd.

Late of the Borough of Lititz.

Executrix: Valerie Christiansen c/o Vance E. Antonacci, Esquire, McNees Wallace & Nurick LLC, 570 Lausch Lane, Suite 200, Lancaster, PA 17601.

Attorney: McNees Wallace & Nurick LLC.

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**Rothwell, Gerard L.**, dec'd.

Late of Ephrata Township.

Executor: Dianne M. Danz c/o Kling, Deibler & Glick, LLP, 131

W. Main Street, New Holland, PA 17557.

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

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**Jonathan E. Smucker**, dec'd.

Late of Salisbury Township.  
Co-Executors: Amos Smucker,  
John D. Lapp and Stephen J.  
Zook c/o Nicholas T. Gard, Es-  
quire, 121 E. Main Street, New  
Holland, PA 17557.

Attorneys: Smoker Gard Associ-  
ates LLP.

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**Snyder, Loretta E.**, dec'd.

Late of West Hempfield Town-  
ship.

Personal Representative: Grace  
R. Gilder c/o John W. Metzger,  
Esquire, 901 Roherstown Road,  
Lancaster, PA 17601.

Attorneys: Metzger and Spencer,  
LLP.

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**St. Pierre, Mary Lou**, dec'd.

Late of Millersville Borough.

Executor: Donald M. McCann  
c/o Jeffrey C. Goss, Esquire,  
480 New Holland Avenue, Suite  
6205, Lancaster, PA 17602.

Attorney: Brubaker Connaugh-  
ton Goss & Lucarelli LLC.

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**Talerico, James S.**, dec'd.

Late of East Hempfield Town-  
ship.

Personal Representative: John  
W. Metzger, 901 Rohrerstown  
Road, Lancaster, PA 17601.

Attorneys: Metzger and Spencer,  
LLP.

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**Weaver, Dorothy J.**, dec'd.

Late of Earl Township.

Executors: Bennett L. Weaver,  
Annette L. Lockwood c/o Kling

and Deibler, LLP, 131 W. Main  
Street, New Holland, PA 17557.

Attorney: Patrick A. Deibler,  
Kling, Deibler & Glick, LLP.

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**Weeks, Tamara Ann**, dec'd.

Late of Earl Township.

Administrators: Connor L.  
Weeks, Brian C. Weeks, Jr. c/o  
Kling and Deibler, LLP, 131  
West Main Street, New Holland,  
PA 17557.

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

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**Zinn, Pearl J.**, dec'd.

Late of the Township of Lancast-  
er.

Executrix: Susan DiGiacomo  
c/o Marci S. Miller, Attorney,  
P.O. Box 5349, Lancaster, PA  
17606.

Attorney: Gibbel Kraybill & Hess  
LLP.

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**ARTICLES OF INCORPORATION**

**JWT Media Group, Inc.** has  
been incorporated under the pro-  
visions of the Business Corpora-  
tion Law of 1988.

BLAKINGER THOMAS, PC  
Attorneys

Ju-15

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Notice is hereby given that a  
nonprofit corporation known as  
**Santa's Spokes** has been incor-  
porated under the provisions of  
the Nonprofit Corporation Law of  
1988, as amended, exclusively for  
charitable, scientific, and educa-  
tional purposes as defined in Sec-  
tion 501(c)(3) of the Internal Reve-  
nue Code.

BARLEY SNYDER  
Attorneys

Ju-15

**A Scoop of Hope**, a Pennsylvania nonprofit entity incorporated under the Pennsylvania Nonprofit Corporation Act of 1988, has filed its Articles of Incorporation with the Department of State for the Commonwealth of Pennsylvania as of May 18, 2022. The organization was formed with the charitable purpose of spreading awareness, positivity, and opportunity for individuals recovering from substance abuse and addiction by providing curated transitional backpacks and other goods and services for those in recovery.

Ju-15

#### ASSUMED NAME NOTICE

NOTICE IS HEREBY GIVEN that an application for registration of the assumed name **Goosehead Insurance - Parson** for the conduct of business in Lancaster County, Pennsylvania, with the principal place of business being 500 Delp Road, Lancaster, PA 17601 was made to the Department of State of Pennsylvania at Harrisburg, Pennsylvania, on the 9th day of June 2022, pursuant to 54 Pa.C.S. §311. The name of the entity owning or interested in the said business is K2 Agency, LLC. McNEES WALLACE & NURICK LLC

426 West Lancaster Avenue  
Suite 110  
Devon, PA 19333

Ju-15

#### 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 March 8, 2022, for a foreign corporation by the name of and with a registered address in the Commonwealth of Pennsylvania as follows:

#### **SMARTEST EDU, INC.**

c/o Harbor Business Compliance  
Corporation its Commercial  
Registered Office Provider

This corporation is incorporated under the laws of Delaware. The address of its principal office is 1158 26th St. #161, Santa Monica, CA 90403 The corporation has been registered in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended.

Ju-15

#### FICTITIOUS NAME NOTICE

Janelle L. Kapp of 1345 Forest Hill Road, Stevens, Pennsylvania 17578, did file in the Office of the Secretary of the Commonwealth of Pennsylvania on or about June 22, 2022, registration of the name **"Forest Hill Salon"** under which she intends to do business at 1345 Forest Hill Road, Stevens, Pennsylvania 17578, pursuant to the provisions of the Act of Assembly of December 16, 1982, Chapter 3, known as the "Fictitious Name Act".

Morgan, Hallgren, Crosswell &  
Kane, P.C. 700 North Duke Street  
P.O. Box 4686  
Lancaster, PA 17604-4686

Ju-15

**MISCELLANEOUS NOTICES**

**ATTENTION: To Estate of BONNIE SUE HACKMAN and all known, unknown and potential heirs, assigns and claimants of the Estate of Bonnie Sue Hackman.**

The Court of Common Pleas of Lancaster County, PA: Docket No. CI-22-04045.

IN RE: LANCASTER COUNTY TAX CLAIM BUREAU SURPLUS JUDICIAL TAX SALE PROCEEDS RE: Bonnie Sue Hackman, 108 Circle Avenue, Lancaster City, PA, Tax Parcel No. 337-99353-0-0000.

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

**AND NOW**, this 7th day of July, 2022, a Rule to Show Cause is hereby issued on **Estate of Bonnie Sue Hackman** [former owners], **PA Department of Human Services** [potential lien holder] and **Meraki by Design, LLC**[tax sale purchaser] why the following proposed distribution of the \$1,879.58 in surplus proceeds from the November 15, 2021 Upset Tax Sale of 108 circle Avenue, Lancaster City, PA, No. 337-99353-0-0000, by the Lancaster County Tax Claim Bureau should not be confirmed absolutely:

Estate of Bonnie Sue Hackman ... \$1,879.58(minus publication costs)

**Total: .....\$1,879.58**

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

DER 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

Ju-13

**ATTENTION: To Estate of Jean Susan Laterra and all known, unknown and potential heirs, assigns and claimants of the Estate of Jean Susan Laterra**

The Court of Common Pleas of Lancaster County, PA: Docket No. CI-22-04054.

IN RE: LANCASTER COUNTY TAX CLAIM BUREAU SURPLUS JUDICIAL TAX SALE PROCEEDS RE: Jean Susan Laterra, 833 Marjory Terrace, Lancaster City, Tax Parcel No. 338-047800-0000.

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

**AND NOW**, this 7th day of July, 2022, a Rule to Show Cause is hereby issued on **Estate of Jean Susan Laterra** [former owner], **PA**

**Department of Human Services**

[potential lien holder] and **Paul A. Witmer, Jr.** [tax sale purchaser] why the following proposed distribution of the \$59,533.83 in surplus proceeds from the November 15, 2021 Upset Tax Sale of 833 Marjory Terrace, Lancaster City, PA, No. 338-04780-0-0000, by the Lancaster County Tax Claim Bureau should not be confirmed absolutely:

Estate of Jean Susan Laterra.....  
\$59,533.83(minus publication costs)

**Total:.....\$59,533.83**

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

Ju-13

**SUITS ENTERED**

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

July 1, 2022  
to July 6, 2022

FAIR, SHANNON L.; Stephen Schaufert; 03977; Eager

GONZALEZ, ADAM; Elizabeth Roberts; 04014

PARK, KAE HOON, PARK, SOO YOUNG; CPR Restoration & Cleaning Service LLC; 03969; Allard PENNDOT; Keri A. Heaps; 04013; Kenneff

ROSS, KAITLYN; First Technology Federal Credit Union; 04026; Elia

VANDENDRIES, LORI A.; Matt Brown; 03997; Orgass

WHITSEL, REBECCA; Dawn Warner; 04006; Landis

XYZ CORPORATION, LACOCK, ERICK J., LACOCK, TRICIA L.; Autumn Dovin; 03984; Kapner

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