



Chester County Law Reporter

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(USPS 102-900)

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In Re: Jan Taren Trembley, agent for Winfield Scott Lasser

Orphans' Court - Power of attorney - Set aside - Burden of proof - Competence - Beneficiary designation - Property settlement agreement - Individual retirement account - Necessaries doctrine - Surcharge

1. Power of attorney actions are governed by the Durable Power of Attorney Act.
2. Written instruments can only be set aside upon clear and convincing evidence that their execution was tainted by fraud by their actual construction or that the person executing them did not have what the law considers sufficient mental capacity to do so.
3. Competence or capacity is presumed and as such the burden of proving incompetence or incapacity falls upon the person claiming the incompetence of an individual.
4. To show that the individual is incapacitated on the day the power of attorney was signed, an objectant must prove by clear and convincing evidence that the decedent did not have the mental capacity to execute the power of attorney.
5. At a minimum, this means that the individual had to understand the nature of the authority he was giving under a power of attorney to his agent, essentially what assets he owned that would be subject to that power, and what the plain meaning of the notice meant.
6. The Durable Power of Attorney Act permits a principal to give authority to an agent to engage in retirement plan transactions.
7. A principal can give the power to engage in retirement plan transactions to an agent simply by including in the Power of Attorney the language to engage in retirement plan transactions.
8. The power to engage in retirement plan transactions means that the agent may contribute to, withdraw from and deposit funds in any type of retirement plan, including, but not limited to, any tax qualified or non-qualified pension, profit sharing, stock bonus, employee savings and retirement plan, deferred compensation plan or individual retirement account, select and change payment options for the principal, make roll-over contributions from any retirement plan to other retirement plans and, in general, exercise all powers with respect to retirement plans that the principal could, if present, provided, however, that the agent shall have no power to create or change a beneficiary designation unless authorized in accordance with 20 Pa. C.S.A. §5601.4.
9. An agent under a power of attorney may create or change a beneficiary designation on behalf of the principal or with the principal's property only if the power of attorney expressly grants the agent the authority and exercise of the authority is not otherwise prohibited by another agreement or instrument to which the authority or property is subject.
10. When precatory words are used merely for the purpose of advising or influencing or expressive of a wish or desire that the legatee make a certain use of the

testator's bounty, they are not obligatory upon that to whom they are addressed; but when used to express his manifest intention to control or direct, they are mandatory, and will be so construed in saying what effect is to be given to them.

11. The test is whether the precatory expression was used in a mandatory sense, though couched in a mild, polite, courteous command, or only as a suggestion or wish, falling short of binding and compulsory direction.
12. An agent, as a fiduciary of the principal, must exercise her powers for the benefit of the principal.
13. Pursuant to Pennsylvania law, in the absence of a contrary intent appearing in the will, the inheritance tax, including interest on the transfer of property which passes by rule absolutely and in fee and which is not part of the residuary estate, shall be paid out of the residuary estate and charged in the same manner as a general administrative expense of the estate. The payments shall be made by the personal representative and if not so paid, shall be made by the transferee of the residuary estate.
14. In the absence of a contrary intent appearing in the will or other instrument of transfer, the ultimate liability for the inheritance tax, including interest, shall be upon each transferee.
15. Where a deceased spouse's estate is insufficient to pay his funeral expenses, those expenses, to the extent of the insufficiency, shall be charged to his surviving spouse, as her share in the burdens arising out of the marital relationship.
16. In Pennsylvania, a contract creditor may institute suit against a husband and wife for the price of necessaries and, after obtaining a judgment, have an execution against the contracting spouse alone. If no property of the contracting spouse is found, execution may be levied on, and satisfied out, of the separate property of the other spouse.
17. Surcharge is the penalty for failure to exercise common prudence, common skill and common caution in the performance of the fiduciary's duty and is imposed to compensate beneficiaries for loss caused by the fiduciary's want of due care.
18. When a beneficiary has succeeded in proving that the fiduciary has committed a breach of duty and that a related loss has occurred, the burden of persuasion shifts to the fiduciary to prove, as a matter of defense, that the loss would have occurred in the absence of a breach of duty.
19. Petitioners filed a Petition for Citation to Void the Beneficiary Designation and to Reinstate the Status Quo seeking to surcharge Respondent and to require her to file an account. The Court *Held* the Petition was granted in part and denied in part.

[68 Ches. Co. Rep. **In Re: Jan Taren Trembley, agent for Winfield Scott Lasser**

C.C.P. Chester County, Orphans' Court Division, No. 1519-1119; In Re:
Jan Taren Trembley, agent for Winfield Scott Lasser under Durable General
Power of Attorney

Donald F. Kohler, Jr. for respondent
John J. Cunningham, IV for petitioners
Tunnell, J., June 8, 2020:-

IN THE COURT OF COMMON PLEAS, CHESTER COUNTY, PENNSYLVANIA
ORPHANS' COURT DIVISION

NO. 1519-1119

IN RE: JAN TAREN TREMBLEY, AGENT FOR
WINFIELD SCOTT LASSER
UNDER DURABLE GENERAL POWER OF ATTORNEY

DECISION

The issue in this case is whether an agent under her husband's power of attorney may change the beneficiary designation of his individual retirement account from his children to herself, a disposition which he stated he "desired," in order to reimburse herself for medical expenses she paid for his care from her own money, and thus changing an extant support order.

In view of the facts in this case, the court determines that the change of beneficiaries is invalid, and the non-probate assets held in the individual retirement account on the date of death must be redistributed directly to the children by the agent.

FINDINGS OF FACT

1. Winfield Scott Lasser ("Scott") was married previously to Cassandra K. Archbold, his second wife. To them were born three (3) children, Petitioners Alexandra Archbold, William Lasser and Gwendolyn Lasser (the "Children").
2. When this marriage broke up, Scott and Cassandra entered into a Property Settlement Agreement ("PSA"). (Exhibit P-1).
3. Paragraph 13 of the PSA specifies that:

The parties have agreed that Husband [Scott] shall pay for all tuition and expenses for his three children to attend a four (4) year University such as the University of Virginia or the University of North Carolina.

(Exhibit P-1).
4. The PSA was executed on September 18, 2001 when the children were ages 6, 5 and 2 respectively.
5. Some years later, Scott was married for the third time to Jan Taren Trem-

bley (“Jan”) who is the Respondent in this case.

6. Scott and Jan entered into a Prenuptial Agreement dated June 4, 2009. (Exhibit P-3).

7. Scott’s assets, listed as Schedule B to the Prenuptial Agreement, indicate that he possessed:

401(k)	\$60,000.00
IRA	\$ 1,000.00
Life insurance through work	\$95,000.00

(*Id.*)

8. Paragraph 3 of the Prenuptial Agreement states that Jan owns residential property located at 1218 Candytuft Lane, East Goshen, West Chester, PA titled in her name alone. Other assets of hers were listed on Schedule A. Those assets total almost \$1 million. (*Id.*)

9. Paragraph 4 of the Prenuptial Agreement states that:

The parties recognize at the time of their intended nuptials that Scott is **obligated by Court order** to pay child support and **college tuition** for his children of a prior union. His ability to contribute to the marital household for some time is restricted. Accordingly, it is Scott’s **desire** to designate Jan as the beneficiary of his employment retirement benefits at DeLage Landen Financial Services in the event of his death and as consideration for her contribution to the household.

(*Id.*) (emphasis added).

10. Scott had previously gone through bankruptcy and eventually lost his job at DeLage Landen.

11. When Scott was terminated by DeLage Landen, his retirement benefits were rolled over into one or more Vanguard individual retirement (“IRA”) accounts.

12. No evidence was presented as to what happened to his life insurance.

13. His finances were precarious. His retirement benefits were his major asset, the only asset that could possibly fund his children’s college expenses.

14. Daughter, Alexandra Archbold, attended Elizabethtown College from 2013 to 2017. Scott paid for her freshman year. Jan sent Alexandra approximately

\$10,000 shortly before Scott's demise.

15. Alexandra needs four (4) more credits to graduate. The amount of her student loans approaches \$80,000.

16. Gwendolyn Lasser started at Ursinus College in August of 2016. Scott paid for her first year.

17. William attended Lock Haven University for two (2) years from 2013 to 2015, as well as Delaware Community College. He owes about \$15,000 to Lock Haven University. He is not currently in school. He testified that he was not likely to pursue any further college education.

18. Scott was diagnosed with ALS.

19. Scott and Jan met with attorney Lisa Hall, Esquire in 2014 to discuss estate plans.

20. However, it was not until Scott's illness had progressed that they followed up with her in 2017 when Scott was in the hospital. As a result of the meetings, Ms. Hall prepared, and the decedent signed, a Will and a General Power of Attorney. Both documents are dated June 13, 2017.

21. The very last paragraph of the Will, 12, states:

My children, ALEXANDRA LASSER, WILLIAM LASSER and GWENDOLYN LASSER are intentionally not named as Primary Beneficiaries under my Will not for the lack of love for them, but because I have specifically provided for my children via a certain beneficiary directed account.

(Exhibit P-4).

22. Alexandra Archbold testified that her father set aside \$210,000 in IRA accounts for the educational expenses of her and her siblings. This testimony was not disputed in any way.

23. Ms. Hall went over the Power of Attorney and Will with Scott alone. She testified that she goes through such documents closely with her clients. She reminded him that powers of attorney are "powerful documents."

24. She satisfied herself that Scott understood, despite obvious physical debility, what assets he had, the objects of his bounty, and the import of the documents.

25. The children contend, however, that by the date of the Will, Scott was insentient. They testified about their interactions with him around the time in question.

26. As the months went by, Scott became increasingly debilitated. He had great difficulty speaking. He was confined to a wheelchair until such time as he could no longer use that.

27. As Scott continued to worsen, Jan continued to work every day 5:30 a.m. to 7:00 p.m. in June, July, August and September, through the date of death. She hired health aides to attend to Scott at home around the clock.

28. The Petitioners contend that this constituted an excessive use by Jan of Scott's money for his care.

29. As of August 2017 the retirement funds were still at Vanguard. Vanguard would not process Jan's request to be named as the beneficiary.

30. Instead, after two (2) meetings, the Philadelphia office of Schwab agreed and began to process Jan's request through the use of her power of attorney.

31. At the time of Scott's death, Schwab had completed only a partial transfer of the assets; the stocks and mutual funds did not come over until a few days after Scott died.

32. Jan eventually received the \$210,000 of retirement benefits.

33. She put \$130,000 of the funds into her Wells Fargo account to reimburse herself for the expenses of Scott's care and final illness.

34. The remaining \$80,000 was used to defray funeral costs and some other expenses. She paid for attorneys' fees out of her own pocket in the amount of \$9,000 because there was no money left in the estate.

35. Respondent also used the proceeds that were intended for the Petitioners to install new gutters on her house and new exterior lighting, as well as major plumbing work, which all has inured to her own personal benefit.

36. Jan testified that she understood that she was to pay for Scott's care and his funeral expenses and, if need be, her own assets, even her house, could be used to pay for his expenses, even her house.

37. The evidence established that Jan had sufficient personal assets to pay for the expenses listed in Exhibit P-8 (which includes those expenses broken down

into Exhibits R-5, R-6, R-7 and R-8), including the following:

- a. Money she inherited from her mother and about which she testified; and
- b. A home located at 1218 Candytuft Lane, West Chester, PA, which she purchased in 2009 for \$485,000 (see Exhibit P-3, Schedule A).

38. As for her Candytuft Lane home, Respondent refinanced to a fifteen (15) year mortgage in 2016, and the current balance on the mortgage is approximately \$260,000, leaving at least \$225,000 in equity.

39. On August 23, 2017, Jan gave \$10,000 of her separate funds to Gwendolyn and \$10,000 of her separate funds to William. Insofar as these are included in the amount Jan “spent” (\$104,009.94), she is seeking reimbursement.

40. Jan claims to have paid the following expenses with the retirement account proceeds:

- a. \$27,930 in federal and state taxes (Exhibit R-8);
- b. \$16,017.85 in estate legal expenses (Exhibit R-8);
- c. \$496.75 in estate filing and advertising expenses (Exhibit R-8);
- d. \$20,043 in funeral and burial expenses (Exhibit R-8);
- e. \$31,979.15 in miscellaneous expenses (total of Exhibit R-5 and R-6, less the \$20,000 paid to William Lasser and Gwendolen Lasser in August 2017);
- f. \$94,448.37 in health aide expenses, prior to Scott’s death (Exhibit R-7); and
- g. \$13,800 in health aide expenses, *after* Scott’s death, which by definition were expenses to care for and assist Jan rather than to care for Scott (Exhibit R-8).

41. Respondent paid in excess of \$108,248.37 to health care aides for services between June 2017 and March 2018 (including six months *after* Principal had passed away). (Exhibits P-9, R-7 (\$94,448.37 pre-death) and R-8 (\$13,800 after death)).

42. All of the checks to health care aides were written out by Rachel Brodman Ortega, who was the primary health aide.

43. Respondent allowed Rachel Brodman Ortega to fill out the checks to all of the health care aides, without maintaining any records of the hours that were worked by each aide.

44. Respondent testified that all of the health aides were paid \$25 per hour,

and sometimes more (but she could not say who was paid more, when they were paid more or how much more they were paid); however, Respondent has no records or timesheets that would reflect the hours worked by any of the health aides. Moreover, although Respondent testified that at times she paid more than \$25 per hour to the health care aides, all of the checks in Exhibit P-9 are in amounts that are multiples of \$25.

45. Although Respondent testified that Rachel Brodman Ortega kept track of the aides hours, that Respondent reviewed the records before signing the checks, and that Respondent somehow knew how long the aides were present and working each day, Respondent admitted that she worked five days a week in Philadelphia – throughout Principal’s entire last illness including May 2017 through his death in September 2017 and beyond – and left home every day at 5:30 AM and would not return home until 7:00 PM each day.

46. One aide, Patricia Keller, was paid \$32,100 between July 3 and September 12, 2017, which equates to 1,284 hours at \$25 per hour in approximately two and one half months. The total number of hours that exist in two and a half months – counting 24 hours per day – is 1,800 hours. Moreover, during the month of August 2017, Ms. Keller was paid the equivalent of a shocking 644 hours, even though August only has 744 total hours in the month (31 days times 24 hours), and even though Respondent testified that Ms. Keller went to Pittsburgh for periods of time during August 2017.

47. For certain periods of time, Rachel Brodman Ortega filled out checks payable to her mother Naomi Brodman, rather than herself as the actual service provider.

48. Another aide, Anthony Mosely, was paid \$17,425 between June 30, 2017 and October 19, 2017, which equates to 697 hours at \$25 per hour during that time period.

49. Another aide, James Shanahan, was paid \$11,950 during July to October 2017, which equates to 478 hours at \$25 per hour during that time period, even though he had been providing service as a volunteer initially.

50. Another aide, Karen Duda, was paid \$7,075 between July 14 and October 13, 2017, which equates to 283 hours during that time period.

51. Rachel Brodman Ortega’s handwriting appears on checks made payable to John Egan, who was not identified as health care aide. (Exhibit P-8, pp. 74-75).

52. Respondent admitted that health care aides were paid for simultaneously sleeping on the couch (Exhibit R-2, p. 13) and for four (4) of them simultaneously

gathering outside of the hospital before or after visiting Scott there (Exhibit R-2, p. 13).

53. As set forth on Exhibit P-9, between August 4 and August 10, 2017, Respondent paid five (5) separate health aides a total of \$23,375, which equates to an astonishing 935 hours at \$25 per hour for six (6) days. This amount of hours in 6 days is not even possible – five aides working 24 hours a day for 6 straight days would “only” work 720 hours.

54. Respondent claims she paid health aides \$25 per hour to attend bereavement counseling sessions in her stead so that she could go to work every day, when those bereavement classes were intended to help *her* cope with the passing of Scott.

55. On May 22, 2019, Petitioners filed their Petition for Citation to Void the Beneficiary Designation and to Reinstate the Status Quo seeking to surcharge Respondent and to require her to file an account.¹

DISCUSSION

Decedent's Will and Power of Attorney are Valid Documents

Power of attorney actions are governed by statute, the Durable Power of Attorney Act (the “POA Act”) 20 Pa. C.S.A. §5601, *et seq.* Written instruments can only be set aside upon clear and convincing evidence that their execution was tainted by fraud by their actual construction or that the person executing them did not have what the law considers sufficient mental capacity to do so. *DeHaas Est.*, 1 Fid. Rep. 3d. (p. 225). With regard to whether decedent had the requisite mental capacity, in Pennsylvania competence or capacity is presumed and as such the burden of proving incompetence or incapacity falls upon the person claiming the incompetence of an individual.

To show that the individual is incapacitated on the day the power of attorney was signed, an objectant must prove by clear and convincing evidence that the decedent did not have the mental capacity to execute the power of attorney. At a minimum, this means that the individual had to understand the nature of the authority he was giving under a power of attorney to his agent, essentially what assets he owned that would be subject to that power and what the plain meaning of the notice meant. *DeHaas Est.*, *supra*, p. 228.

Here, although the Will and Power of Attorney were signed in the hospital, the evidence preponderates Scott had mental capacity and knew what he was

¹ Respondent filed preliminary objections to the Petition for Citation. She argued therein that Petitioners (1) lacked standing and (2) their claims were untimely and barred by the statute of limitations. On September 4, 2019, the court disposed of the preliminary objections, overruling the same. The hearing did not bring forth any new evidence that would warrant a change in the court's decision.

doing; there was no credible evidence of weakened intellect until after these documents were signed. The court resolves any dispute by giving greater weight to the testimony of the scrivener, Lisa Hall, Esquire, who was present at the moment of signing. There was no evidence that would persuade the court that Jan exercised undue influence upon him.

Respondent's Use of the POA to Change the Beneficiary Designations was Improper

As for Respondent's exercise of the POA related to the IRA, a useful starting point is the Supreme Court decision in *Estate of Ronald Slomski*, 604 Pa. 649, 987 A.2d 141 (2009). In that case, the decedent, Ronald Slomski, executed a power of attorney (hereafter "POA") which granted his mother Rita Slomski authority to exercise control over his affairs as his agent. The POA specifically authorized Rita Slomski to engage in retirement plan transactions and to exercise all powers with respect to retirement plans that the principal could. Ronald Slomski completed a beneficiary designation form for his retirement plan. He named his wife as the primary beneficiary, and his step-daughters, Jennifer Smith and Jacilyn Snyder, as contingent beneficiaries. Slomski's wife passed away. Two (2) weeks before his death, Rita Slomski used the POA to change the beneficiaries of the decedent's retirement account to his siblings, Ronalee Curtis and Randall Slomski. At the time of death, the retirement plan had approximately \$190,000. The trial court held that Rita Slomski had the authority to change the beneficiary. The Superior Court reversed and ruled that Rita Slomski did not have the authority to change the beneficiary designation on the retirement account. *Est. of Slomski v. Thermoclad Co.*, 956 A.2d 438 (Pa. Super. 2008).

The Supreme Court reversed.

The Supreme Court ruled that the Durable Power of Attorney Act (the "POA Act") at 20 Pa. C.S. §5603(q) permits a principal to give authority to an agent to engage in retirement plan transactions. Specifically, a principal can give this power to an agent simply by including in the POA the language "to engage in retirement plan transactions." That phrase was statutorily defined and included the ability to "exercise all powers with respect to retirement plans that the principal could if present." 20 Pa. C.S. §5603(q). The Supreme Court concluded that because the POA included the exact statutory language "to engage in retirement plan transactions," Rita Slomski was authorized to change the beneficiaries of the retirement plan to the decedent's siblings, a power that the decedent also had. The appellants successfully argued that if the Legislature intended to limit such power it would have done so as it had the power of the agent to change the beneficiary designations for insurance, at 20 Pa. C.S. §5603(p).

This is exactly what the Legislature has since done. By amendment in 2014 and again in 2017, the Legislature rewrote the aforesaid section regarding the

power to engage in retirement plan transactions. Section 5603(q) of the POA Act as now constituted reads:

(q) Power to Engage in Retirement Plan Transactions – A power to “engage in retirement plan transactions” shall mean that the agent may contribute to, withdraw from and deposit funds in any type of retirement plan (including, but not limited to, any tax qualified or non-qualified pension, profit sharing, stock bonus, employee savings and retirement plan, deferred compensation plan or individual retirement account), select and change payment options for the principal, make roll-over contributions from any retirement plan to other retirement plans and, in general, exercise all powers with respect to retirement plans that the principal could, if present, *provided, however, that the agent shall have no power to create or change a beneficiary designation unless authorized in accordance with §5601.4.*

(emphasis added).

Section 5601.4 provides:

Section 5601.4. Authority that Requires Specific and General Grant of Authority.

(a) General Rule – An agent under a power of attorney may do the following on behalf of the principal or with the principal’s property *only if the power of attorney expressly grants the agent the authority and exercise of the authority is not otherwise prohibited by another agreement or instrument to which the authority or property is subject: . . .*

(4) Create or change a beneficiary designation.

(emphasis added).

Consequently, to determine whether in this case the change of beneficiaries on Scott’s retirement account was lawful, we must inquire whether the exercise of the authority is “not otherwise prohibited by another agreement or instrument to which the authority or property is subject.”

Scott and Jan certainly were aware that there was an order of court founded upon his written promise obligating Scott to pay child support and college tuition for his children. This is equivalent to “another agreement or instrument . . . to which the . . . property is subject.” They had no doubt that this obligation was linked to his employment retirement benefits then at DeLage Landen Financial Services. The connection between the retirement benefits and that obligation was also manifested at the end of the Will. Paragraph 12, as mentioned, states “my

children, ALEXANDRA LASSER, WILLIAM LASSER and GWENDOLYN LASSER are intentionally not named as primary beneficiaries under my Will not for lack of any love for them but because I have specifically provided for my children via a certain beneficiary directed account.” (Exhibit P-4). And as of the date of the Will, he had indeed done so.

Scott and Jan both recognized this obligation, which was the subject of a contract and court order, throughout their marriage. They even effected some additional tuition payments just before Scott’s passing. Jan cannot now be heard to say that she could use the power of attorney to place herself as the beneficiary, as it would be prohibited by extant agreements or instruments to which the property was subject, as she very well knew.

It is true that Scott stated it to be his “desire” to designate Jan as the beneficiary of his retirement benefits. He did not direct that to occur nor did he make any effort himself, while he could, to make such a change. The word “desire” is understood ordinarily as a precatory word – a “wish” instead of a “mandate”. Our courts have said:

When precatory words are used merely for the purpose of advising or influencing or expressive of a wish or desire that the legatee make a certain use of the testator’s bounty, they are not obligatory upon that to whom they are addressed; but when used to express his manifest intention to control or direct, they are mandatory, and will be so construed in saying what effect is to be given to them. . .

In re: Est. of Mumma, 125 A.3d 1205, 1213 (Pa. Super. 2015), citing *Stinson’s Est. (No. 1)*, 232 Pa. 218, 81 A. 207, 208 (1911)).

“The test is whether the precatory expression was used in a mandatory sense, though couched in a mild, polite, courteous command, or only as a suggestion or wish, falling short of binding and compulsory direction. *In re: Est. of Pearson*, 442 Pa. 172, 275 A.2d 336, 339 (1971). In *Mumma*, the Supreme Court agreed with the Orphans’ Court’s determination that the decedent’s expressed “desire”, that businesses remain in the family, was mere precatory language – a wish instead of a mandate. The context is different here, but the result is the same. The desire was based on a hope that never materialized, that is that Scott would have sufficient finances to leave Jan something at the time of his passing. There was testimony that Scott did not believe he would live as long as he did.

By comparison, Scott used the word “shall” when dealing with the subject of college education. The 2001 PSA states:

13. College Funds. The parties have agreed that Husband shall pay for tuition and expenses.

(Exhibit P-1)(emphasis added).

Jan has no comparable agreement or instrument concerning the subject proper-

ty. Her exercise of the power of attorney to change the beneficiary designation to her was invalid and is of no force in effect.

Respondent's Use of the IRA Proceeds Was Improper

Respondent testified that the \$210,482 in retirement funds that were to go to the children “were not paid to them because all had been dispensed.” However, an agent, as a fiduciary of the principal, must exercise her powers for the benefit of the principal. 20 Pa. C.S.A. §5601(e)(1). That did not occur in this case.

This Estate is essentially insolvent, as was Scott at the end of his life. As a result, Jan paid the funeral costs, the inheritance taxes and a number of other administrative costs out of her pocket. For this, she seeks reimbursement.

With regard to inheritance taxes, although a non-probate asset, the retirement benefits were intended to pass tax-free to the beneficiaries. Pursuant to Pennsylvania law, 72 P.S. §9144(a), in the absence of a contrary intent appearing in the will, the inheritance tax, including interest on the transfer of property which passes by rule absolutely and in fee and which is not part of the residuary estate, shall be paid out of the residuary estate and charged in the same manner as a general administrative expense of the estate. The payments shall be made by the personal representative and if not so paid, shall be made by the transferee of the residuary estate. 72 P.S. §9144(a). Subpart f further provides that, in the absence of a contrary intent appearing in the will or other instrument of transfer and except as otherwise provided in this section, the ultimate liability for the inheritance tax, including interest, shall be upon each transferee. *In re: Est. of Davis*, 128 A.3d 819 (Pa. Super. 2015). In *Davis*, the decedent’s will contained the following provision regarding inheritance taxes:

All estate, inheritance and other death taxes (including interest and penalties, if any), together with the expenses of my last illness and all administrative expenses including an appropriate marker for my grave, payable in any jurisdiction by reason of my death (including those taxes and expenses payable with respect to assets which do not pass under this Will) shall be paid out of and charged against my estate.

Id. at 823.

The Superior Court reasoned that the tax clause of the decedent’s will unambiguously require that the taxes be paid from the residuary of the estate prior to allocation among, or distribution to, the residuary beneficiaries. Although the clause did not state the taxes should be paid from the principal of the residuary estate or paid prior to distribution, it required the taxes to be paid together with the administrative expenses, which are paid from the principal prior to allocation and distribution. *Id.* at 825.

In this case, the decedent’s Will provides as follows:

1. Debts and Funeral Expenses: I direct that my lawful debts, not barred by a statute of limitations, and the expenses of my last illness, funeral and burial shall be paid out of my estate as soon as practicable after my death. It is my intent that I have a “green burial” or be cremated.

7. Death Taxes. Except as may otherwise be provided in my Spouse’s Will or Trust, or in any other trust, all federal, state and other death taxes payable because of my death on the property forming my gross estate for tax purposes, whether or not it passes under this will, shall be paid out of the principal of my probate estate so that the burden falls on my residuary estate, and none of those taxes shall be charged against any beneficiary. This provision shall not apply to generation-skipping taxes.

(Exhibit P-3).

Consequently, the taxable cost is to be borne by the estate, specifically by the residuary, who in turn means by Respondent, the residuary legatee, individually.

The parties acknowledge that there is a statutory scheme for the classification and order of payment from an estate. This is found at 20 Pa. C.S.A. §3392 and provides as follows:

§3392. Classification and Order of Payment.

If the applicable assets of the estate are insufficient to pay all proper charges and claims in full, the personal representative, subject to any preference given by law to claims due the United States, shall pay them in the following order, without priority as between claims of the same class:

- (1) The costs of administration.
- (2) The family exemption.
- (3) The costs of the decedent’s funeral and burial, and the costs of medicines furnished to him within six months of his death, of medical or nursing services performed for him within that time, of hospital services including maintenance provided him within that time . . . of services performed for him by any of his employees within that time.
- (4) The cost of a gravemaker.

(5) Rents for the occupancy of the decedent's residence for six months immediately prior to his death.

(5.1) Claims by the Commonwealth and the political subdivisions of the Commonwealth.

(6) All other claims, including claims by the Commonwealth.

Respondent, Jan Trembley, is the Executrix as well as the residuary legatee. Although the residuary legatee, she gets paid last, after creditors.

Jan Trembley testified at trial that she understood she was to pay for Scott's care and funeral. She agreed that she had some assets of her own that could be used to pay for his expenses such as her house and, in fact, she paid for the funeral (\$20,000) and other expenses such as the attorney's bills because there was no money in the Estate. She is correct – these were her personal obligations. She cannot get them back from the Estate.

In *Swidzinski v. Schultz*, 342 Pa. Super 422, 428, 493 A.2d 93, 96-97 (1985), the court explained the common law doctrine of necessities and held that “where a deceased husband's estate is insufficient to pay his funeral expenses, those expenses, to the extent of the insufficiency, shall be charged to his surviving wife, as her share in the burdens arising out of the marital relationship.”

The same must be true of the expenses of final illness, and the necessities of the deceased spouse. In Pennsylvania, a contract creditor may institute suit against a husband and wife for the price of necessities and, after obtaining a judgment, have an execution against the contracting spouse alone. If no property of the contracting spouse is found, execution may be levied on, and satisfied out, of the separate property of the other spouse. 23 Pa. C.S.A. §4102; *Harrisburg Med. Mgmt. Inc. v. Arnold*, 25 Pa. D. & C. 4th 342, 1995 WL 847625 (Pa. Com. P. 1995) (holding outpatient rehabilitation facility may pursue claim against husband for cost of medical care provided to his wife pursuant to doctrine of necessities.).

Finally, the evidence at trial revealed several questionable estate expenses paid by Respondent. These included expenses for the installation of flood lights at her home, the addition of a toilet, and post-mortem expenses for aides including “grief therapy.” These items are improper estate expenditures and the sums paid have to be returned to the Estate by Respondent.

CONCLUSIONS OF LAW

1. Jan Trembley did not exercise undue influence upon decedent.
2. Decedent had the requisite mental capacity to execute the Will and Power of Attorney.

3. Decedent's Will and Power of Attorney are valid documents.
4. However, Respondent's exercise of the Power of Attorney to change the beneficiary of the directed retirement account is invalid.
5. The retirement benefits were the subject of a contract and court order and the exercise of the authority was prohibited thereby.
6. Respondent breached her duty owed to decedent and her duty under the Power of Attorney.
7. The children do not owe her \$10,000.
8. Respondent did not act in good faith to preserve Principal's estate plan.
9. To the extent no funds remained in decedent's estate upon his death, Respondent was personally responsible to pay for all of funeral, burial, legal, health care and other related costs and expenses reflected in Exhibit P-8.
10. All of the expenses that Respondent paid with the proceeds of the retirement account were expenses of the estate or the personal responsibility of Respondent as spouse, and none should have been paid with the proceeds of the retirement account.
11. To the extent that the Estate's proceeds or Respondent's personal assets were insufficient to pay for the expenses that are set forth in Exhibit P-8, those insufficiencies were partly the result of Respondent's conduct.
12. Much of what Respondent claims to have spent money on was wasteful, excessive and in many instances not for Principal's care.
13. Respondent's waste included using the retirement proceeds to pay for her own personal care after decedent's passing.
14. Respondent breached her duty to select and monitor the primary health care aide, Rachel Brodman Ortega, and the other health care aides that were paid with the proceeds of the beneficiary directed retirement account.
15. Respondent paid grossly excessive and often duplicative fees to health care aides.
16. Respondent did not prove any defense to her breach of duty.

Relief Requested

Surcharge and Beneficiary Designation

17. “[S]urcharge is the penalty for failure to exercise common prudence, common skill and common caution in the performance of the fiduciary’s duty and is imposed to compensate beneficiaries for loss caused by the fiduciary’s want of due care.” *In re: Estate of Bechtel*, 92 A.3d 833, 839 (Pa. Super. 2014) (quoting *In re Miller’s Estate*, 345 Pa. 91, 26 A.2d 320, 321 (1942)); *In re: Onorato*, 39 Pa. D. & C. 5th 280, 2014 WL 11460117 (Phila. 2014)).

18. When a beneficiary has succeeded in proving that the [fiduciary] has committed a breach of duty and that a related loss has occurred, the burden of persuasion shifts to the [fiduciary] to prove, as a matter of defense, that the loss would have occurred in the absence of a breach of duty. *In re Estate of Aiello*, 993 A.2d 283, 289 (Pa. Super. 2010) (quoting *In re Estate of Stetson*, 463 Pa. 64, 345 A.2d 679, 690 (Pa. 1975) (citations and footnote omitted)).

19. Respondent will be surcharged in the amount of \$210,492.44, which is the total value of the proceeds that were in Principal’s beneficiary directed IRA on the date of his death and which Respondent took for herself.

20. The beneficiary designation changes made on September 18, 2017 and September 20, 2017 on Schwab IRA account number 5294-4564 shall be reversed thereby reinstating the status quo existing immediately before the beneficiary change.

21. Petitioners Alexandra Archbold, William Lasser and Gwendolen Lasser shall each be designated one-third (1/3) beneficiaries of decedent’s IRA.

22. Within thirty (30) days of the date of this court’s Order and Decree, Respondent shall take whatever steps are necessary to distribute the sum of \$210,492.44 to Petitioners.

23. Within thirty (30) days of the date of this Court’s Order and Decree, Petitioners may file a petition for an award of attorneys’ fees and costs from Respondent.

Accounting

24. Petitioners’ request that the court order an account of the agent under 20 Pa.C.S. § 5601.3(b)(4) is denied.

25. Petitioners take nothing under the Will because Respondent survived the decedent by thirty (30) days.

26. An account is not necessary or useful in this case.

27. With the Respondent’s disgorgement of the \$210,492.44, the gross amount of the retirement benefits, Petitioners will be made whole. They would

not have received anything in addition, even had there been no beneficiary change.

28. The children do not owe her the \$10,000.

BY THE COURT:

Dated: June 8, 2020

/s/ Mark L. Tunnell, J.

IN THE COURT OF COMMON PLEAS, CHESTER COUNTY, PENNSYLVANIA
ORPHANS' COURT DIVISION

NO. 1519-1119

IN RE: JAN TAREN TREMBLEY, AGENT FOR
WINFIELD SCOTT LASSER
UNDER DURABLE GENERAL POWER OF ATTORNEY

ORDER

AND NOW, this 8th day of June, 2020, after hearing held March 12, 2020, and submission of Proposed Findings of Fact and Conclusions of Law by the parties, based on the Decision made by this court, the court GRANTS relief to the Petitioners IN PART as follows:

1. Petitioners' request for reversal of the beneficiary designations to the status quo immediately before the change made by Respondent, Jan Taren Trembley, is GRANTED;
2. Jan Trembley shall redistribute the retirement proceeds in an amount not less than \$210,492.44, in equal one-third (1/3) shares to Alexandra Archbold, William Lasser and Gwendolyn Lasser within thirty (30) days of the date of this order.
3. Petitioners' request for an accounting from the Respondent is DENIED.

It is further ORDERED that Petitioners may submit a petition for award of counsel fees within thirty (30) days of the above date. Any response by Respondent shall be filed within thirty (30) days of the filing of the fee request. The court will decide on the papers whether and to what extent an award of fees is warranted. To avoid confusion, that future decision – not this one – will be the final order for purposes of any appeal to a higher court.

BY THE COURT:

/s/ Mark L. Tunnell, J.

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NOTICES

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CHANGE OF NAME NOTICE

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

LAW NO. 2020-04128-NC

NOTICE IS HEREBY GIVEN that the name change petition of Amanda Chantelle Hunt Davis was filed in the above-named court and will be heard on Monday, September 28, 2020 at 9:30 AM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Thursday, July 2, 2020

Name to be changed from: Amanda Chantelle Hunt Davis to: Vyn Chantelle Hunt Davis

Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

CHANGE OF NAME NOTICE

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

LAW NO. 2020-04456-NC

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

Date of filing the Petition: Friday, July 10, 2020

Name to be changed from: Pey Goy Majka to: Pey Lee Majka

Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

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

LAW NO. 2020-04478-NC

NOTICE IS HEREBY GIVEN that the name change petition of Temecca Baen was filed in the above-named court and will be heard on Monday, October 12, 2020 at 9:30 AM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Monday, July 13, 2020

Name to be changed from: Temecca Baen to: Temecca Chapman

Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

ESTATE NOTICES

Letters Testamentary or of Administration having been granted in the following Estates, all persons having claims or demands against the estate of the said decedents are requested to make known the same and all persons indebted to the said decedents are requested to make payment without delay to the respective executors, administrators, or counsel.

1st Publication

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAHONEY, Theresa A., late of Willistown Township. Dennis J. Mahoney, care of ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executor. ANDREW H. DOHAN, Esquire, LENTZ, CANTOR & MASSEY, LTD., 460 E. King Road, Malvern, PA 19355-3049, atty.

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

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

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

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

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

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

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

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

PRESTON, III, Seymour S., late of East Goshen Township. Jean H. Preston & Shelley S. Preston,

care of ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executors. ANDREW H. DOHAN, Esquire, Lentz, Cantor & Massey, LTD., 460 E. King Road, Malvern, PA 19355-3049, atty.

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

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

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

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

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

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

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

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

Law Office, PC, 301 W. Market Street, West Chester, PA 19382, atty.

2nd Publication

BOYLAND, Dorothy Ann, late of West Chester Borough. Marybeth Palumbo, care of DANA M. BRESLIN, Esquire, 3350 Edgmont Ave Brookhaven, PA 19015, Executor. DANA M. BRESLIN, Esquire, Pappano and Breslin, 3350 Edgmont Ave Brookhaven, PA 19015, atty.

BURKE, Margaret M., late of Chesterbrook. Joseph D. Burke, Jr., 29 N. Ormond Avenue, Haverstown, PA 19083, & Mary M. Burke, 4 Witherspoon Court, Chesterbrook, PA 19087, Executors. DAVID A. SCHWEIZER, Esquire, Maniaci, Ciccotta & Schweizer, LLP, 6720 Frankford Avenue, Philadelphia, PA 19135, atty.

BURNA, Olga Martis, late of West Goshen Township. Barbara Gail Pryor & Cheryl Selgrade, care of DANA M. BRESLIN, Esquire, 3350 Edgmont Ave, Brookhaven, PA 19015, Executors. DANA M. BRESLIN, Esquire, Pappano and Breslin, 3350 Edgmont Ave, Brookhaven, PA 19015, atty.

COOPER, SR., Donald C., late of Valley Township. Donald C. Cooper, Jr., 5208 Sunset Lane, Gap, PA 17527, Executor. WILLIAM T. KEEN, Esquire, KEEN KEEN & GOOD, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

DeMARCO, Joseph P., late of West Caln Township. Glenn R. Allison, care of BRUCE W. LAVERTY, Esquire, 701 East Lancaster Avenue, Suite B, Downingtown, PA 19335, Executor. BRUCE W. LAVERTY, Esquire, Laverty Law Offices, 701 East Lancaster Avenue, Suite B, Downingtown, PA 19335, atty.

GLASCO, Earl Clarence, late of Cochranville. Wayne E. Glasco, 122 South Young Avenue, Kennet Square, PA 19348, Executor. KEVIN J. RYAN, Esquire, RMI Law, 220 W Gay Street, West Chester, PA 19380, atty.

GUNDERSON, Joanna Bailie, a/k/a Joanna Gunderson, late of Tredyffrin Township. Thomas Gunderson and Lucy Ann Gunderson, care of PETER E. MOSHANG, Esquire, 100 Four Falls, Ste. 300, West Conshohocken, PA 19428-2950, Executors. PETER E. MOSHANG, Esquire, Heckscher, Teillon, Terrill & Sager, P.C., 100 Four Falls, Ste. 300, West Conshohocken, PA 19428-2950, atty.

KELSO, Dorothy M., late of East Vincent Township. William F. Newill, III, care of MARC L. DA-

VIDSON, Esquire, 290 King of Prussia Rd., Ste 110, Radnor, PA 19087, Executor. MARC L. DAVIDSON, Esquire, Law Offices of Davdison & Egner, 290 King of Prussia Rd., Ste 110, Radnor, PA 19087, atty.

KLING, Larry K., a/k/a Larry Kenneth Kling, late of East Caln Township. Beth Ann Klementovic, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Executor. Jay G. Fischer, Esquire, Valocchi & Fischer Law Office, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

KUSNIERCZYK, Helen Teresa, a/k/a Helen T. Kusnierczyk, late of Valley Township. Janet L. Byrnes, 132 Haslan Lane, Coatesville, PA 19320, Executor. KATHLEEN K. GOOD, Esquire, Keen Keen & Good, LLC, 460 Lincoln Highway, Thorndale, PA 19372, atty.

LAUME, Dorothy A., late of West Chester. Nicolette J. Laume, care of W. PETER BARNES, Esquire, 218 West Miner Street West Chester, PA 19382, Executor. W. PETER BARNES, Esquire, Klein, Head, Barnes & Wood, LLP, 218 West Miner Street West Chester, PA 19382, atty.

McCREESH, Frances R., a/k/a Jean McCreeesh, a/k/a Frances F. McCreeesh, late of Tredyffrin Township. John K. McCreeesh, 7053 Terminal Square, Upper Darby, PA 19082, Executor. JOHN J. McCREESH, IV, Esquire, McCreeesh, McCreeesh and Cannon, 7053 Terminal Square, Upper Darby, PA 19082, atty.

McDONALD, Veronica, late of West Chester Borough. James E. McDonald, 1091 E. Boot Rd., West Chester, PA 19380, Executor. JOSEPH J. FIANDRA, Esquire, Joseph J. Fiandra, LLC, 426 N. Easton Rd., Glenside, PA 19038, atty.

McGOVERN, Gladys A., late of East Goshen Township. Susan P. McGovern, 500 Marshall Dr., West Chester, PA 19380, Executrix. JOHN F. McKENNA, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

McNALLY, Carmella A., a/k/a Carmella Angeline McNally, late of Malvern Borough. Rosemary McNally, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Executor. JAY G. FISCHER, Esquire, Valocchi & Fischer Law Office, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

O'NEILL, Mary Rita, a/k/a Mary R. O'Neill, late of Pennsbury Township. Francis X. McDonald, care of ANDREW H. DOHAN, Esquire, 460 E. King Road Malvern, PA 19355-3049, Executor. ANDREW

H. DOHAN, Esquire, Lentz, Cantor & Massey, LTD., 460 E. King Road Malvern, PA 19355-3049, atty.

O'BRIEN, Emma Pitman, late of West Chester. Kathleen M Buckley, 1901 Fairfield Drive, Wilmington, DE 19810, Executor.

PHILLIPS, Suzanne, a/k/a Suzanne D. Phillips, late of Penn Township. Steven Phillips, care of JUSTIN C. ESPOSITO, Esquire, 3000 Two Logan Square, Philadelphia, PA 19103-2799, Executor. JUSTIN C. ESPOSITO, Esquire, Troutman Pepper Hamilton Sanders LLP, 3000 Two Logan Square, Philadelphia, PA 19103-2799, atty.

RAPHAEL, Edward, late of West Goshen Township. Sherman C. Toppin, 1801 Market Street, Suite 300, Philadelphia, PA 19103, Administrator. SHERMAN C. TOPPIN, Esquire, Sherman Toppin Law Firm, LLC, 1800 John F. Kennedy Blvd., Suite 300, Philadelphia, PA 19103, atty.

RAWLE, William Morris, late of Upper Oxford Township. Annie Merkei Rawle, care of STEPHEN J. KELLY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executrix. STEPHEN J. KELLY, Esquire, Brutscher Foley Milliner Land & Kelly, 213 E. State Street, Kennett Square, PA 19348, atty.

RICCIO, Anthony J., late of Phoenixville. Priscilla Buck, care of 5249 McLean Station Road, Green Lane, PA 18054, Administratrix. CHRISTOPHER P. MULLANEY, Esquire, Mullaney Law Offices, 598 Main Street, PO Box 24, Red Hill, PA 18076, atty.

RIMROTT, Ulrich A., late of Valley Forge. Elke Rimrott, 118 Spruce Ln., Colledgeville, PA 19426, Executrix.

ROCHE, Mary E., late of Tredyffrin Township. Christopher Ebel, care of ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executor. ANDREW H. DOHAN, Esquire, Lentz, Cantor & Massey, LTD., 460 E. King Road, Malvern, PA 19355-3049, atty.

WALKER, ROBERT D., late of East Whiteland Township. Lois A. Walker, care of ROBERT S. SUPPLEE, Esquire, 329 South High St. West Chester, PA 19382-3336, Executrix. ROBERT S. SUPPLEE, Esquire, Robert S. Supplee, P. C., 329 South High St. West Chester, PA 19382-3336, atty.

WISE, Paul Russel, late of East Brandywine Township. Elizabeth Sokol, care of BARRY S. RABIN, Esquire, 797 E. Lancaster Avenue Suite 13, Downingtown PA 19335, Personal Representative. BARRY S. RABIN, Esquire, The Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown PA 19335, atty.

3rd Publication

ALLEN, Arlene H., late of Parkesburg Borough. Charlynn A. Weaver, 28 Washington Lane, Coatesville, PA 19320, & Todd W. Allen, 416 W. 2nd Ave., Parkesburg, PA 19365, Executors. WILLIAM T. KEEN, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway Thorndale, PA 19372, atty.

BELLWOAR, Thomas, a/k/a Thomas G. Bellowar, late of East Goshen Township. Andrew J. Bellwoar, Esquire, 126 West Miner Street, #1, West Chester, PA 19382, Executor. ANDREW J. BELLWOAR, Esquire, Bellwoar Kelly LLP, 126 West Miner Street, #1, West Chester, PA 19382, atty.

BEVIS, Nancy McCullough, late of Pennsbury Township. Gwendolyn G. Bevis, care of LISA COMBER HALL, Esquire, 27 S. Darlington Street, West Chester, PA 19382, Administratrix. LISA COMBER HALL, Esquire, Hall Law Offices, PC, 27 S. Darlington Street, West Chester, PA 19382, atty.

BOCHNIAK, Joseph M., late of Tredyffrin Township. Lauren Royer and Diane Bochniak, care of TAYLOR SMITH LESLIE, Esquire, 101 W. Elm St., Ste. 400, Conshohocken, PA 19428, Executrices. TAYLOR SMITH LESLIE, Esquire, Royer Cooper Cohen Braunfeld LLC, 101 W. Elm St., Ste. 400, Conshohocken, PA 19428, atty.

BODARKY, Maxine E., late of Phoenixville Borough. Christina L. Bodarky, care of PETER E. BORT, Esquire, 1260 Valley Forge Rd., Ste. 104, Phoenixville, PA 19460, Executrix. PETER E. BORT, Esquire, 1260 Valley Forge Rd., Ste. 104, Phoenixville, PA 19460, atty.

CARDINALE, Gerald Joseph, a/k/a Gerald Joseph Mongelli, late of San Diego, CA. Gerald Joseph Cardinale, Jr., 28 Liberty Street, Suite 2850, New York, NY 10005, Executor. LAURA K. REUTER, Esquire, PLA Associates PC, 1450 E. Boot Road, Building 400D, West Chester, PA 19380, atty.

CARPENTER, SR., Frank G., late of Honey Brook Township. Nancy E. Yarnall, 109 Norwood House Rd., Downingtown, PA 19335, & Linda C. Manning, 160 Stoyer Rd., Coatesville, PA 19320, Executors. WILLIAM T. KEEN, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

CUNNANE, SR., Joseph T., a/k/a Joseph T. Cunnane, late of East Goshen Township. Susan F. Doyle, care of LOUIS N. TETI, Esquire, 17 W. Miner St., West Chester, PA 19382, Executrix. LOUIS N. TETI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

DeMOLA, Alfred, a/k/a Al DeMola, late of Schuylkill Township. Kathryn DeMola, care of NIKOLAOS I. TSOUROS, Esquire, Valley Forge Square II, 661 Moore Rd., Ste. 105, King of Prussia, PA 19406, Administratrix. NIKOLAOS I. TSOUROS, Esquire, Law Offices of Wendy F. Bleczynski, Valley Forge Square II, 661 Moore Rd., Ste. 105, King of Prussia, PA 19406, atty.

DONOHUE, Marjorie D., late of Tredyffrin Township. Catharine M. Donohue, 125 Old Forge Crossing, Devon, PA 19333, Executrix. FRANK W. HAYES, Esquire, Hayes & Romero, 31 South High Street, West Chester, PA 19382, atty.

EARLEN, John F., late of Uwchlan Township. Vicki L. Earlen, care of TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, Executor. TOM MOHR, Esquire, Tom Mohr Law Office, PC, 301 W. Market Street, West Chester, PA 19382, atty.

ENG, Frank G., late of East Caln Township. Howard Eng, care of W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, Executor. W. MARSHALL PEARSON, Esquire, 311 Exton Commons, Exton, PA 19341-2450, atty.

FERKO, Paul Robert, late of Spring City. Christina Ferko-Diaz & Katrina Rivera, care of ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, Executrices. ELIZABETH R. HOWARD, Esquire, Law Offices Elizabeth R. Howard, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, atty.

HEATHCOTE, Theodora A., late of Chester Springs. Neil W. Head, Esquire, 218 West Miner Street West Chester, PA 19382, Executor. NEIL W. HEAD, Esquire, Klein, Head, Barnes & Wood, LLP, 218 West Miner Street West Chester, PA 19382, atty.

JEFFERS, ARLENE E., a/k/a Arlene Jeffers, late of West Whiteland Township. Elisabeth Stewart, care of GARTH G. HOYT, Esquire, 80 W. Lancaster Ave., 4th Fl., Devon, PA 19333, Executrix. GARTH G. HOYT, Esquire, McCausland, KEEN & BUCKMAN, 80 W. Lancaster Ave., 4th Fl., Devon, PA 19333, atty.

KORKUCH, JANET N., late of Westtown Township. Christopher N. Korkuch, care of JOSEPH A. BELLINGHIERI, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. JOSEPH A. BELLINGHIERI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

LEFFLER, Carol Ann, late of Downingtown Borough. Joan P. Johnson and Jane A. Lally, care of PETER E. BORT, Esquire, 1260 Valley Forge Rd., Ste.

104, Phoenixville, PA 19460, Executrices. PETER E. BORT, Esquire, 1260 Valley Forge Rd., Ste. 104, Phoenixville, PA 19460, atty.

MEAD, Claire H., late of East Goshen Township. Michael L. Mead, care of WHITNEY P. O'REILLY, Esquire, 30 South 17th Street, 19th Fl, Philadelphia, PA 19103, Executor. WHITNEY P. O'REILLY, Esquire, Cohen Seglias Pallas Greenhall & Furman, PC, 30 South 17th Street, 19th Fl, Philadelphia, PA 19103, atty.

MEYER, Albert L., a/k/a Albert Leon Meyer, late of East Goshen Township. Susan D. Steel, care of CARRIE A.S. KENNEDY, Esquire, 171 W. Lancaster Ave., Paoli, PA 19301-1775, Executrix. CARRIE A.S. KENNEDY, Esquire, Connor, Weber & Oberlies, 171 W. Lancaster Ave., Paoli, PA 19301-1775, atty.

PAYNE, Donald, late of Pocopson Township. Susan J. Kemp, care of LISA COMBER HALL, Esquire, 27 S. Darlington Street, West Chester, PA 19382, Administratrix. LISA COMBER HALL, Esquire, Hall Law Offices, PC, 27 S. Darlington Street, West Chester, PA 19382, atty.

RAPPAPORT, Ruth S., late of Tredyffrin Township. Larry I. Shoer, care of JOAN AGRAN, Esquire, 80 W. Lancaster Ave., 4th Fl., Devon, PA 19333, Executor. JOAN AGRAN, Esquire, McCausland, Keen & Buckman, 80 W. Lancaster Ave., 4th Fl., Devon, PA 19333, atty.

SCHUBERT, Maria A., late of Chesterbrook. Michael J. Schubert, 12880 Hunt Club Road North, Jacksonville, Executor. KEVIN J. RYAN, Esquire, RMI Law, 220 West Gay Street, West Chester, PA 19380, atty.

SUBERS, Raymond E., late of Kennett Square. Jeribeth Subers and Ronald Subers, care of RAYMOND J. FALZONE, JR., Esquire, 22 East Third Street Media, Pennsylvania 19063, Co-Executors. RAYMOND J. FALZONE, JR., Esquire, Falzone & Wyler, 22 East Third Street Media, Pennsylvania 19063, atty.

TALIAFERRO, William R., late of Tredyffrin Township. Susan G. Kersch, 121 Reveille Rd., Chesterbrook, PA 19087, Executrix. KENNETH C. RUSSELL, Esquire, Baratta, Russell & Baratta, 3500 Reading Way, Huntingdon Valley, PA 19006, atty.

TODDERUD, Helen R., late of Penn Township. C. Gordon Todderud, care of DONALD B. LYNN, JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. DONALD B. LYNN, JR., Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square,

PA 19348, atty.

TROUT, Helene Marie, a/k/a Helene S. Trout, late of East Fallowfield Township. Dawn L. Pinkerton, care of EDWARD M. FOLEY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executrix. EDWARD M. FOLEY, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

ZAZO, James M., late of West Caln Township. Susan J. Walsh, 460 N. Sandy Hill Rd., Coatesville, PA 19320, Executor. KATHLEEN K. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

FICTITIOUS NAME

NOTICE is hereby given, pursuant to Fictitious Names Act of 1982, 54 Pa.C.S. Section 301 et seq., which repealed prior laws on the subject, any entity or entities (including individuals, corporations, partnership or other groups, which conduct any business in Pennsylvania under an assumed or fictitious name shall register such name by filing an application for registration of fictitious name with the Department of State for the conduct of a business in Chester County, Pennsylvania under the assumed or fictitious name, style or designation of

Swampy Hollow Greenhouse, with its principal place of business at 2137 Ewing Road, Cochranville, PA 19330. The application has been (or will be) filed on: Monday, July 6, 2020. The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Benjamin B. Stoltzfus, 2137 Ewing Road, Cochranville, PA 19330 and Sylvia G. Stoltzfus, 2137 Ewing Road, Cochranville, PA 19330.

Samuel A. Goodley, III, Esq.
Sam Goodley Law LLC
208 East Locust Street, PO Box 80
Oxford, PA 19363

An application for registration of the fictitious name **Boutique by Edna**, 2092 Valley Rd., Parkesburg, PA 19365 has been filed in the Department of State at Harrisburg, PA, File Date 04/28/2020 pursuant to the Fictitious Names Act, Act 1982-295. The name and address of the person who is a party to the registration is Edna Guest, 2092 Valley Rd., Parkesburg, PA 19365.

SUSPENSION NOTICE

Notice is hereby given that on July 13, 2020, pursuant to Rule 214, Pa.R.D.E., the Supreme Court of Pennsylvania ordered that William H. Lynch, Jr. (#39874) whose registered address is in Paoli, PA, be placed on Temporary Suspension from the practice of law until further definitive action by the Court, to be effective August 12, 2020.

Marcee D. Sloan
Board Prothonotary
The Disciplinary Board of the
Supreme Court of Pennsylvania

TERMINATION OF PARENTAL RIGHTS NOTICE

COURT OF COMMON PLEAS
CHESTER COUNTY, PA
ORPHAN’S COURT DIV.
NO. AD-20-0020

TO: RAMON ANTONIO RODRIGUEZ
IN RE: “A.J.R.”

NOTICE OF HEARING ON PETITION FOR INVOLUNTARY TERMINATION OF PARENTAL RIGHTS

NOTICE is hereby given that a Petition has been filed in the above-named Court, asking the Court to put an end to all rights you have to your child, “A.J.R”. The Court has set a hearing to consider ending your rights to your child. That hearing will be held on Thursday, the 17th of September, 2020 at 9:30 am., in Courtroom 15, Chester County Justice Center, West Chester, PA. You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your child may be ended by the Court without you being present. You have a right to be represented at the hearing by a lawyer. YOU SHOULD TAKE THIS NOTICE 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 TO FIND OUT WHERE YOU CAN GET LEGAL HELP. Lawyer Referral Service, Chester County Bar Assn., 15 W. Gay St., 2nd Fl., West Chester, PA 19380, 610.429.1500. JESSICA O. SOCIENSKI, Atty. for Petitioner, D’AMICO LAW, PC, 204 N. Union St., Kennett Square, PA 19348, 610.444.4555.

1st Publication of 3**TRUST NOTICE**

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

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

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

2nd Publication

CLERK OF THE ORPHANS' COURT
DIVISION OF THE COURT OF COMMON PLEAS
CHESTER COUNTY, PENNSYLVANIA

NOTICE OF FILING ACCOUNTS

ACCOUNTS LISTED FOR AUDIT ON
WEDNESDAY, AUGUST 5, 2020

Courtroom 1 at 9:00 A.M. PREVAILING TIME

THE HONORABLE JOHN L. HALL

Notice is hereby given to all parties interested, that accounts in the following matters have been filed in the Office of the Clerk of the Orphans' Court Division of the Court of Common Pleas of Chester County, Pennsylvania for AUDIT, CONFIRMATION AND DISTRIBUTION at the above date, time and place. At that time and place interested parties, claimants and objectors to the same will be heard.

ESTATE OF LEAUGEAY PHILLIPS WEBER, DECEASED**1517-1894**

FIRST AND FINAL ACCOUNT

OF: CAROL RYAN LIVINGOOD, EXECUTOR

ATTORNEY(S):

CAROL RYAN LIVINGOOD, ESQUIRE

ESTATE OF MICHAEL E. SHULER, DECEASED**1518-1668**

FIRST AND FINAL ACCOUNT

OF: WALTER E. SHULER IV, EXECUTOR

ATTORNEY(S):

JOHN ALEXANDER GAGLIARDI, ESQUIRE

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

PUBLIC NOTICE FOR REAPPOINTMENT OF AN INCUMBENT MAGISTRATE JUDGE

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

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

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

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

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

Comments must be received by August 31, 2020.

Juan R. Sánchez
Chief Judge

Dated: July 13, 2020

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

PUBLIC NOTICE FOR REAPPOINTMENT OF AN INCUMBENT MAGISTRATE JUDGE

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

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

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

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

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

Comments must be received by August 31, 2020.

Juan R. Sánchez
Chief Judge

Dated: July 13, 2020

Sheriff Sale of Real Estate

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

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

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

FREDDA L. MADDOX, SHERIFF

1st Publication

SALE NO. 20-8-328

Writ of Execution No. 2020-00464

DEBT \$6,427.10

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

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

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

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: Old Forge Crossing Condominium Association

VS

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

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

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

SALE NO. 20-8-329

Writ of Execution No. 2014-10955

DEBT \$140,807.81

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

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

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

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

Tax ID: 17-3-280.40

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

VS

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

SALE ADDRESS: 1155 Wendler Circle, Pottstown, PA 19465

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

SALE NO. 20-8-330

Writ of Execution No. 2018-12403

DEBT \$386,920.13

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

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

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

Tax ID: 62-2-48.3

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

VS

DEFENDANT: Victoria Perry Robinson and Michael Robinson

PLAINTIFF: Susquehanna Capital Management, LLC

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

VS

DEFENDANT: Rita A. Cheung

PLANTIFF ATTORNEY: Parker McCay PA 856-596-8900

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

PLANTIFF ATTORNEY: Pillar Aught LLC 717-308-9910

SALE NO. 20-8-332

Writ of Execution No. 2019-05433

DEBT \$89,124.29

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

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

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

BEING Parcel #16-6-266