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(USPS 102-900)

Reporting the Decisions of the Divisions of the Court of the Fifteenth Judicial District of Pennsylvania, Composed of Chester County, Officially Designated by the Rule Thereof as the Legal Periodical for the Publication of Legal Notices

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Dakota Oil Processing, LLC v. Hayes, et al.

Preliminary objection – Waiver – Petition to compel arbitration – Contractual intent – Interlocutory

- 1. Pennsylvania Rule of Appellate Procedure 302 provides that issues not raised in the lower court are waived and cannot be raised for the first time on appeal.
- 2. The purpose of Pa.R.A.P. 302 is to provide the trial court with the opportunity to consider the issue, rule upon it correctly, and obviate the need for an appeal.
- 3. Pa.R.A.P. 302(a) has been consistently applied in situations where an appellant fails to assert an argument in support of preliminary objections.
- 4. In analyzing whether a plaintiff's action against a defendant is subject to arbitration, the Court applies a two-part test: (a) whether a valid agreement to arbitrate exists; and (b) whether the dispute is within the scope of the agreement.
- If the two-part test results in affirmative answers, then the controversy must be submitted to arbitration.
- 6. The scope of arbitration is determined by the intention of the parties as ascertained in accordance with the rules governing contracts generally.
- 7. The parties' intent as evinced by the words of an agreement is a paramount consideration in construing a contract.
- 8. The whole instrument must be taken together in arriving at contractual intent.
- 9. An arbitration provision which applies to any controversy or dispute arising out of or relating to an agreement has generally been held to apply to any type of claim of a complaining party, whether sounding in contract or tort, that relates to the parties' contractual relationship.
- 10. Interlocutory orders are not appealable unless expressly made appealable by statute or general rule.
- 11. An interlocutory order refusing to compel common law arbitration is immediately appealable pursuant to 42 Pa.C.S. § 7321.29(a)(1), which provides an appeal may be taken from an order denying a motion to compel arbitration.
- 12. A court may not refuse to order arbitration because the claim subject to arbitration lacks merit or grounds for the claim have not been established.
- 13. The plaintiff is the master of his or her claim, even where, in the defendant's opinion, the theory of liability upon which a claim is based is improbable, unexpected, or does not have a likelihood of success.
- 14. Defendants appealed the Court's order entered June 26, 2020, which, among other holdings, overruled defendants' preliminary objection to plaintiff's amended complaint in the nature of a petition to compel arbitration. The Court submitted its Opinion pursuant to Pa. R.A.P. 1925(a).

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C.C.P. Chester County, Civil Action – Law, No. 2018-10444-CT; Dakota Oil Processing, LLC v. Christopher G. Hayes, Esquire, individually and The Law Office of Christopher G. Hayes

Clifford B. Cohn and Jonathan A. Zakheim for Plaintiff Jeffrey B. McCarron and Kathleen M. Carson for Defendants Tunnell, J., September 9, 2020:-

[Editor's note: Appealed to the Superior Court on July 27, 2020 at 1493 EDA 2020]

DAKOTA OIL PROCESSING, LLC : IN THE COURT OF COMMON PLEAS

Plaintiff, : CHESTER COUNTY, PENNSYLVANIA

vs. : CIVIL ACTION – LAW

CHRISTOPHER G. HAYES, ESQUIRE,

Individually, and THE LAW OFFICE : NO. 2018-10444-CT

OF CHRISTOPHER G. HAYES

Defendants.

OPINION PURSUANT TO Pa. R.A.P. 1925(a)

Christopher G. Hayes, Esquire, Individually ("Hayes") and The Law Office of Christopher G. Hayes (collectively "Defendants") appeal the Court's order entered June 26, 2020, which, among other holdings, overruled Defendants' preliminary objection to Plaintiff Dakota Oil Processing, LLC's ("Dakota") amended complaint in the nature of a petition to compel arbitration. The Court submits this Opinion pursuant to Pa. R.A.P. 1925(a).

A complete recitation of the facts and procedural history of this case are set forth in the memorandum opinion attached to the Court's order. Consequently, only the facts and procedural history necessary to explain the Court's holdings are offered for purposes of appellate review.

Defendant Hayes is an attorney licensed to practice law in Pennsylvania. On September 28, 2016, Hayes entered into a written agreement ("the escrow agreement") with Dakota and non-party Cal & Schwartz¹ pursuant to which Dakota agreed to pay Cal & Schwartz \$2.5 million if Cal & Swartz secured a financial instrument for Dakota known as a "standby letter of credit" (SLOC).²

The agreement designated Hayes as the parties' escrow agent. Specifically, Hayes was required to hold Dakota's \$2.5 million payment in his Interest on Lawyers Trust Account (IOLTA)³ until such time as he confirmed that Cal & Swartz had secured a SLOC on Dakota's behalf, at which point Hayes would release the payment to Cal & Schwartz. Paragraph 18 of the escrow agreement contains an arbitration provision, the language of which states in relevant part: "In the event of any disputes, all Parties hereto agree to be bound by the International Chamber of Commerce (ICC), Rules of Arbitration" Amd. Compl., Ex. F, p. 4, ¶ 18.

¹ Cal & Schwartz is a venture financing firm *See*, <u>Amd. Compl.</u>, at ¶ 12. Further, in the escrow agreement attached to Dakota's amended complaint as exhibit "F," Cal & Schwartz is noted to be "a Bermuda Corporation." *See*, <u>Id.</u>, Ex. F, at p. 1.

² According to Dakota, it intended to utilize the SLOC as collateral in order to raise funds to develop and operate a "crude oil topping refinery" in the state of North Dakota. See, Id., at ¶ 11 - 13

³ The escrow agreement specified the bank account in which Dakota would deposit its escrow payment as a "non-interest bearing depository IOLTA Client Trust Account[.]" <u>Compl.</u>, Ex. F. p. 1.

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On September 30, 2016, Dakota deposited \$2.5 million into Hayes' IOLTA in accordance with the escrow agreement. On November 2, 2016, a representative of Dakota contacted its attorney in order to validate "that the [escrow] funds remain in the account." <u>Id.</u>, at Ex. K, p. 1. However, the following day, "Dakota discovered that Attorney Hayes had released the [e]scrow [p]ayment without authorization, and without confirmation that Dakota had received any funding under the [SLOC]." <u>Id.</u>, at ¶ 37. Dakota alleges that it lost its entire \$2.5 million payment as a consequence.

Dakota instituted this action by writ of summons on October 15, 2018, naming Hayes and his law firm, "The Law Office of Christopher G. Hayes," as Defendants.⁴ On January 2, 2019, Dakota filed an amended complaint asserting claims for professional negligence, breach of contract, and breach of fiduciary duty. Defendants filed preliminary objections on January 22, 2019, asserting (among other objections) that Dakota's amended complaint must be dismissed because the escrow agreement contains the aforesaid arbitration provision.⁵ Dakota filed a response in opposition on February 11, 2019, and both parties contemporaneously filed supporting memorandum of law. Defendants also filed a "reply brief" in further support of their preliminary objections on April 22, 2019.

On June 26, 2020, the Court entered an order sustaining in part, overruling in part, and dismissing in part, Defendants' preliminary objections to Dakota's amended complaint. In the memorandum opinion attached to the order, the Court identified a threshold dispute arising from the parties' arguments, namely, whether Dakota's claims against Defendants were predicated on a theory of "escrow agent liability" arising out of Hayes' role as escrow agent in the financial transaction between Dakota and Cal & Schwartz, or, alternatively, legal malpractice and breach of fiduciary duty based on either an express or implied attorney-client relationship between Dakota and Hayes. The Court examined this issue by considering the different roles, duties, and fiduciary obligations of an escrow agent and attorney, and determined that that, based on the allegations of the amended complaint, Dakota had plausibly alleged the existence of an implied attorney-client relationship between itself and Hayes, notwithstanding the fact that Hayes was also Dakota's escrow agent under the terms of the escrow agreement. In addition, the Court overruled Defendants' preliminary objection in the nature of a petition to compel arbitration, concluding the nature of the parties' dispute fell outside the scope of the arbitration provision.

⁴ In addition to Hayes and his law firm, Dakota also named Jeffry L. Hardin, Esquire, and Locke Lord, LLP, as Defendants. However, by order entered April 16, 2020, the Court dismissed Hardin and Lock Lord from this action for lack of personal jurisdiction. See, Order, 04/16/20. Dakota did not appeal that order.

⁵ Defendants raised ten (10) grounds for objection in the preliminary objections filed January 22, 2019. For ease of reference, Defendants' preliminary objection to compel arbitration formally begins at paragraph 39 of the objections. Defendants' remaining objections (which are not divided by headings) begin at the following paragraphs: 55, 89, 104, 112, 130, 135, 143, 157, and 179.

On July 27, 2020, Defendants filed a timely notice of appeal of the Court's order. On July 28, 2020, the Court ordered Defendants to file a concise statement of errors complained of on appeal pursuant to Pa. R.A.P. 1925(b). Defendants filed a 1925(b) statement on August 14, 2020, wherein they assert the Court erred in the following respects:

- [D]enying preliminary objections in the nature of a petition to compel
 arbitration by deciding that the dispute against Hayes is not within the
 scope of the valid agreement to arbitrate and subject to arbitration because
 the [C]ourt's findings are erroneous as a matter of law, not supported by
 substantial evidence and the [C]ourt abused its discretion in denying the
 petition.
- 2. [F]inding the dispute arose from an agreement for legal services and was not within the scope of the arbitration agreement where the [escrow agreement] was never modified in writing and provided an express disclaimer of representations or warranties not expressly contained therein.
- 3. [F]inding that [Dakota's] amended complaint established an implied attorney-client relationship between Hayes and [Dakota].
- 4. [F]inding that [Dakota] did not sue Hayes on a theory of escrow-agent liability but, rather, sued Hayes on a separate implied attorney-client relationship in which Hayes allegedly provided legal services to [Dakota] for the escrow transaction.

1925(b) Statement, 08/14/20

The Court examines Defendants' assigned errors below, concluding as follows: (1) Defendants' second error is waived because Defendants never made such an argument at the trial level; (2) Defendants' first error fails because the Court properly determined that the parties' dispute fell outside the scope of the arbitration provision; and (3) Defendants' third and fourth errors are not subject to appellate review because the Court's June 26, 2020 order is interlocutory and the only portion of the order which qualifies as an appealable interlocutory order is the Court's refusal to compel arbitration.

Defendants' Second Error is Waived

In their second error, Defendants assert that this Court erred in determining that Dakota's claims against Defendants fell outside the scope of the arbitration provision because the escrow agreement "was never modified in writing and provided an express disclaimer of representations or warranties not expressly contained therein." 1925(b) Statement, at ¶ 2 (emphasis added). This argument

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is waived for failure to raise it at the trial level. Pennsylvania Rule of Appellate Procedure 302(a) states: "Issues not raised in the lower court are waived and cannot be raised for the first time on appeal." Pa. R.C.P. 302(a). The purpose of Rule 302 is "to provide [the trial] court with the opportunity to consider the issue, rule upon it correctly, and obviate the need for appeal." Gustine Uniontown Assocs., Ltd. ex rel. Gustine Uniontown, Inc. v. Anthony Crane Rental, Inc., 892 A.2d 830, 835 (Pa. Super. 2006). Rule 302(a) has been "consistently applied" by Pennsylvania courts, Siegfried v. Borough of Wilson, 695 A.2d 892, 894 (Pa. Cmwlth. 1997), including in situations where an appellant fails to assert an argument in support of preliminary objections. See, Pollina v. Dishong, 98 A.3d 613, 618 (Pa. Super. 2014) (Appellant's failure to raise argument in support of preliminary objection at the trial level asserting immunity from suit waived the issue on appeal under Rule 302(a)); Com. v. Nat'l Fed'n of the Blind, 471 Pa. 529, 536, 370 A.2d 732, 736 (1977) (Appellants' failure to raise an argument in support of preliminary objection at the trial level for improper service of process waived the issue on appeal under Rule 302(a)).

Here, in response to Dakota's amended complaint, Defendants asserted a preliminary objection in the nature of a petition to compel arbitration. See, Defendants' Obj., at ¶ 39 – 54. In that objection, Defendants argued that Dakota's claims against them must be referred to arbitration because "Dakota and Hayes signed" an escrow agreement containing an "agreement among the parties to ... arbitrate their disputes." Id., at \P 46 – 47. Defendants further argued that the subject matter of Dakota's action "plainly is within the scope of the" arbitration provision because Dakota's claims "are all based on Hayes' conduct in the performance of his duties under" the escrow agreement. Id., $\P 51 - 52.7$ Subsequently, in a "reply brief" in further support of their preliminary objections filed April 22, 2019, Defendants offered a series of additional arguments in support of their preliminary objection to compel arbitration, all of which were in response to Dakota's arguments that an express or implied attorney-client relationship existed between itself and Hayes. See, Defendants' Reply Brief, 04/22/19, at pp. 1-7. Nowhere in their reply brief did Defendants make an argument even remotely resembling the second error identified in Defendants' 1925(b) statement, namely, that the Court erred in refusing to compel arbitration because the escrow agreement "was never modified in writing and provided an express disclaimer of representations or warranties not expressly contained therein." 1925(b) Statement, at ¶ 2 (emphasis added).

⁶ Inasmuch as Defendants' second error also asserts that the Court erred in "finding the dispute arose from an agreement for legal services," that issue is addressed in the Court's discussion of Defendants' third and fourth errors. *See discussion, infra*.

⁷ The same argument is repeated in Defendants' supporting memorandum of law filed contemporaneously with their preliminary objections. *See*, <u>Defendants' Memorandum</u>, 01/22/19, pp. 11 – 12.

As explained, under Rule 302(a), issues not raised in the lower court are waived and cannot be raised on appeal. Here, Defendants never raised the issue identified in their second error in support of their preliminary objection to compel arbitration. Consequently, the issue is waived.⁸

The Court Correctly Refused to Compel Arbitration

In their first error, Defendant generally assert that the Court erred in holding that the dispute between Defendants and Hayes was not subject to arbitration because it did not fall within the scope of the arbitration provision. *See*, 1925(b) Statement, at ¶ 1.

The arbitration provision in the escrow agreement begins: "In the event of any disputes, all Parties hereto agree to be bound by the International Chamber of Commerce (ICC), Rules of Arbitration" Amd. Compl., Ex. F, p. 4, ¶ 18 (emphasis added). In analyzing whether Dakota's action against Defendants was subject to arbitration under this provision, the Court applied the familiar two-part test established by Pennsylvania jurisprudence: "The first determination is whether a valid agreement to arbitrate exists. The second determination is whether the dispute is within the scope of the agreement." Elwyn v. DeLuca, 48 A.3d 457, 461 (Pa. Super. 2012). "If the two-part test results in affirmative answers, then the controversy must be submitted to arbitration." TTSP Corp. v. Rose Corp., 217 A.3d 1269, 1280 (Pa. Super. 2019). Here, the second part of the test was at issue—whether Dakota's action against Defendants fell within the scope of the arbitration provision.

"The scope of arbitration is determined by the intention of the parties as ascertained in accordance with the rules governing contracts generally." <u>Elwyn</u>, 48 A.3d at 461 (citation omitted). "Unquestionably, the parties' intent as evinced by the words of an agreement is a paramount consideration in construing a contract." <u>Bucks Orthopaedic Surgery Assocs., P.C. v. Ruth</u>, 925 A.2d 868, 872 (Pa. Super. 2007). In this case, the words of the arbitration provision required "any disputes" among the "Parties" to the escrow agreement be submitted to arbitration before the International Chamber of Commerce. *See*, <u>Amd. Compl.</u>, Ex. F, p. 4, ¶ 18. The Court interpreted this language in light of the contractual obligations Dakota and Hayes agreed to be bound by in the escrow agreement. *See*, *e.g.*, <u>Hart v. Arnold</u>, 884 A.2d 316, 332 (Pa. Super. 2005) ("The whole instrument must be taken together in arriving at contractual intent."). Accordingly, the Court reasoned that:

the agreement required Hayes to perform escrow services for Dakota and Cal & Schwartz—that is, he was to hold Dakota's escrow payment in his Pennsylvania IOTLA ... until the occurrence of a specified event, whereupon he would release the payment to Cal & Schwartz. Accordingly, the terms of

⁸ Similarly, the fact that Defendants now raise the issue in their 1925(b) statement does not preserve the issue for appellate review. *See*, <u>Steiner v. Markel</u>, 600 Pa. 515, 968 A.2d 1253, 1257 (2009) (Explaining that "a 1925(b) statement can ... never be used to raise a claim in the first instance.")

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the parties' contract evinces an intent to submit a dispute to arbitration if the dispute bears some relation to Hayes' provision of escrow services for Dakota or Cal & Schwartz.

Memorandum Opinion, p. 18.

Based on this interpretation, the Court determined that the Dakota's dispute fell outside the scope of the arbitration provision because Dakota did not seek relief against Hayes for his role as escrow agent in the financial transaction between Dakota and Cal & Schwartz—the very subject matter of the escrow agreement—but rather for legal services predicated on an attorney-client relationship between itself and Hayes.

The Court's interpretation and holding are correct. While the language of the arbitration provision is broad⁹—encompassing "any disputes" between the parties—it is necessarily limited by the subject matter of the agreement, and therefore only extends to claims against Hayes which are predicated on his role as "escrow agent" for Dakota and Cal & Schwartz under the escrow agreement, not to claims based on his role as attorney for Dakota in connection with the escrow agreement. *See*, Memorandum Opinion, at p. 9 (Citing out-of-state case as persuasive authority for the proposition that the positions of attorney and escrow agent are distinct and mutually exclusive). Defendants' challenge to the Court's order on this basis should be rejected.¹⁰

⁹ An arbitration provision which applies to any controversy or dispute "arising out of or relating to" an agreement has generally been held to apply to any type of claim of a complaining party, whether sounding in contract or tort, that relates to the parties contractual relationship. *See*, <u>Borough of Ambridge Water Auth. v. Columbia</u>, 458 Pa. 546, 328 A.2d 498, 501 (1974) (Explaining that the use of such broad language indicates that the parties "intended the scope of the submission [to arbitration] to be unlimited."). Notably, such language was not used in the arbitration provision at issue here.

¹⁰ In its memorandum of law in opposition to Defendants' preliminary objections, Dakota did not explicitly argue that its action against Defendants fell outside the scope of the language of the arbitration provision. Instead, Dakota articulated a variant of that argument, reasoning that because an attorney-client relationship is established by agreement between the attorney and client, and because its claims against Defendants were predicated on the existence of an attorney-client relationship between itself and Hayes, the arbitration provision in the escrow agreement—a wholly separate contract—was ipso facto inapplicable to the instant action. See, Dakota's Memorandum, 02/11/19, p. 5 (Arguing that the Court should overrule Defendants' preliminary objection to compel arbitration because "the agreement governing the attorney-client relationship between Dakota and Defendant Hayes does not contain an arbitration clause.") (capitalization omitted). The Court's memorandum opinion in support of its June 26, 2020 order did not adopt Dakota's reasoning. Rather, the Court approached the issue from the premise that the arbitration clause could have been (but was not) drafted in such a manner as to encompass Dakota's legal malpractice and breach of fiduciary duty claims against Defendants. On that basis, the Court applied the two-part test to determine whether a dispute must be submitted to arbitration, and asked whether Dakota's claims against Defendants "fell within the scope of the agreement." Elwyn, 48 A.3d at 461.

Defendants' Third and Fourth Errors are not Subject to Appellate Review

In their final two errors, Defendants charge that the Court erred in determining that Dakota's amended complaint sufficiently alleged the existence of "an implied attorney-client relationship" in which Hayes "provided legal services to [Dakota] for the escrow transaction," rather than determining that Dakota suit against Hayes was based on "a theory of escrow-agent liability." *See*, 1925(b) Statement, at \P 3 – 4 (reordered for clarity). Defendants' asserted errors are not subject to appellate review.

The Court's June 26, 2020 order is interlocutory. "Interlocutory orders are not appealable unless expressly made appealable by statute" or general rule. H. P. Starr & Sons, Inc. v. Stepp, 211 A.2d 78, 79 (Pa. Super. 1965); see also, Pa. R.A.P. 311(a)(8) (Providing that an appeal may be taken from an interlocutory order "made final or appealable by statute or general rule, even though the order does not dispose of all claims of all parties."). An interlocutory order refusing to compel common law arbitration¹¹ is immediately appealable pursuant to 42 Pa.C.S. § 7321.29(a)(1), which provides in relevant part: "An appeal may be taken from an order denying a motion to compel arbitration." On appeal, the Superior Court reviews a claim that a trial court improperly overruled a preliminary objection in the nature of a petition to compel arbitration under the same two-part test utilized at the trial level: whether a valid agreement to arbitrate exists, and whether the dispute is within the scope of the agreement. See, e.g., Fellerman v. PECO Energy Co., 159 A.3d 22, 26 (Pa. Super. 2017).

Here, the Court's June 26, 2020 order decided Defendants' preliminary objections in the nature of a demurrer, for insufficient specificity in a pleading, for failure of a pleading to conform to a rule of court, and in the nature of a petition to compel arbitration. Significantly, the third and fourth errors identified by Defendants in their 1925(b) statement implicate only the legal sufficiency (*i.e.* demurrer) of Dakota's legal malpractice and breach of fiduciary duty claims, *not* the question of whether the claims themselves must be arbitrated under the two-part testified outlined above. This is made clear in the Court's memorandum opinion, which explains that claims for legal malpractice and breach of fiduciary duty against an attorney each require a plaintiff—client to allege, as a threshold element, the existence of an express or implied attorney-client relationship with the defendant-attorney. See, Memorandum Opinion, pp. 5 – 15.

The arbitration provision of the escrow agreement does not specify whether it is an agreement to arbitrate under Subchapter A (statutory arbitration) or Subchapter B (common law arbitration) of Pennsylvania's Uniform Arbitration Act. Therefore, the form of arbitration contemplated by the escrow agreement is common law arbitration pursuant to Section 7302 of Subchapter A. See, 42 Pa. C.S. § 7302(a); cf., 42 Pa. C.S. § 7321.4(b)(2) (Providing that the provisions of Subchapter A of the Uniform Arbitration Act apply to agreements to arbitrate which are not subject to the Revised Statutory Arbitration Act.)

¹² Section 7321.29 is made applicable to common law arbitration pursuant to 42 Pa. C.S. § 7342(a).

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In short, by challenging the Court's determination that Dakota adequately alleged the existence of an implied attorney-client relationship with Hayes, Defendants are attempting to appeal the legal sufficiency of Dakota's claims. As explained above, the Court's June 26, 2020 order is interlocutory and the only portion of that order which qualifies as an appealable interlocutory order is the Court's refusal to compel arbitration. The two-part test applicable to whether a claim must be referred to arbitration does not inquire into the legal sufficiency of the claims. *Cf.*, 42 Pa. C.S. 7321.8(d) (Providing that a court "may not refuse to order arbitration because the claim subject to arbitration lacks merit or grounds for the claim have not been established."). ¹³ Accordingly, Dakota is prohibited from appealing these portions of the Court's order. ¹⁴

Conclusion

For the foregoing reasons, the order under review should be **AFFIRMED**.

BY THE COURT:

/s/ MARK L. TUNNELL, J.

Dated: September 9, 2020

¹³ Section 7321.8 is made applicable to common law arbitration pursuant to 42 Pa. C.S. § 7342(a).

¹⁴ As a practical matter, Defendants' third and fourth errors boil down to a single argument: *If* the Court had determined that Dakota's claims against Defendants were predicated on a theory of "escrow agent liability" instead of an implied-attorney client relationship, *then* Dakota's claims against Defendants would have been subject to arbitration under the escrow agreement's arbitration provision. Even assuming the correctness of this argument, it does not entitle Defendants to appeal the issues identified in their third and fourth errors under the guise of challenging the Court's refusal to compel arbitration. Defendants have no right to demand that they be sued under their preferred theory of liability. Nor is it within this Court's prerogative to instruct Dakota that it may pursue claims against Defendants only to the extent they sound in "escrow agent liability" as opposed to legal malpractice. In Pennsylvania, "[t]he plaintiff is the master of his [or her] claim," <u>Tucker v. Philadelphia Daily News</u>, 577 Pa. 598, 848 A.2d 113, 133 (2004), even where, in the defendant's opinion, the theory of liability upon which a claim is based is improbable, unexpected, or does not have a likelihood of success.

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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, DECEMBER 2, 2020 Courtroom 15 at 9:00 A.M. PREVAILING TIME

THE HONORABLE MARK L. TUNNELL

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 ADELE SIERACKI, DECEASED

1517-1672

FINAL ACCOUNTING

OF: CLAIRE S. SIERACKI-HARDY, EXECUTOR

ATTORNEY(S):

GEORGE C ZUMBANO, ESQUIRE

IN RE: CAROLINE M. DOHERTY, TRUST

1520-2099

FIRST AND FINAL ACCOUNT

OF: WAYNE RAFFERTY, TRUSTEE

VERNON C. WALKER, TRUSTEE

PNC BANK, N.A., TRUSTEE

ATTORNEY(S):

DAVID M. BROWN, ESQUIRE

ESTATE OF JOSEPH J. HANRATTY, DECEASED

1519-1605

FIRST AND FINAL ACCOUNT

OF: PATRICK HANRATTY, ADMINISTRATOR

KRISTIN KEIPER, ADMINISTRATOR

ATTORNEY(S):

ANNA SAPPINGTON, ESQUIRE

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CHANGE OF NAME NOTICE IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA CIVILACTION

LAW NO. 2020-06730-NC

NOTICE IS HEREBY GIVEN that the name change petition of Ann Marie Novoseller was filed in the above-named court and will be heard on Monday, December 14, 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, September 11, 2020

Name to be changed from: Ann Marie Novoseller to: Alyse Wilder Novoseller

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 OF CHESTER COUNTY, PENNSYLVANIA CIVILACTION

LAW NO: 2020-07996-NC

NOTICE IS HEREBY GIVEN that the Name Change Petition of Christina Elaine Powell, requesting an Order to change her name to Cameron Alexander Powell, will be heard on the 1st day, February, 2021, in Court Room #3 of the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania, at 9:30 a.m.

Date of Filing Petition: October 28, 2020
Name to be changed from: Christina Elaine Powell to Cameron Alexander Powell.

Any person interested may appear and show cause,

if any they have, why the prayer of the said Petitioner should not be granted.

Walter P. Eells, Esquire Gawthrop Greenwood, P.C. 17 East Gay Street, Suite 100 West Chester, PA 19381-0562

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

CIVILACTION

LAW NO. 2020-06729-NC

NOTICE IS HEREBY GIVEN that the name change petition of Ryan Elizabeth Turkington on behalf of minor child Aubrey Michele Childs was filed in the above-named court and will be heard on Monday, December 14, 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, September 11, 2020

Name to be changed from: Aubrey Michele Childs to: Skyler Michael Childs

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

CORPORATION NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on or about October 22, 2020, for:

FSH KWUK Market Center 1 Inc.

210 S. Mill Road, Suite 104 Kennett Square, PA 19348

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

CORPORATION NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation have been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on or about October 22, 2020, for:

Duel Deal, Inc.

515 Raspberry Lane West Chester, PA 19382

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

CORPORATION NOTICE

Malvern Child Services, Inc.

has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988. Brutscher, Foley, Milliner, Land & Kelly, LLP 213 East State Street Kennett Square, PA 19348

ESTATE NOTICE

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

BALDWIN, Virginia D., late of Penn Township. J. Richard Baldwin, care of DAVID B. MYERS, Esquire, 148 W. State Street, Suite 102, Kennett Square, PA 19348, Executor. DAVID B. MYERS, Esquire, The Law Office of David B. Myers, 148 W. State Street, Suite 102, Kennett Square, PA 19348, atty.

CLAY, Ethel Wilhelmina, late of Lower Oxford Township. Kirstan Clay-Weinfeld, 1105 N Dupont Rd., Wilmington, DE 19807, Administrator.

COLLINGWOOD, Robert S., late of Phoenixville Borough. Joseph Collingwood, care of CAROLE HENDRICK, Esquire, 3927 Mill Road, Collegeville, PA 19426, Executor. CAROLE HENDRICK, Esquire, 3927 Mill Road, Collegeville, PA 19426, atty.

COOK, Constance May, late of Honey Brook Township. Thomas C. Cook, Jr., 2778 Old Cedar Grove Rd., Broomall, PA 19008, Executor. JENNI-FER FELD, Esquire, Colliton Elder Law Associates, P.C., 790 E. Market St., Ste. 250, West Chester, PA 19382, atty.

GARBER, Jan R., a/k/a Jan Robert Garber, late of West Chester Borough. Loren Jill Ferro, care of JOSEPH A. BELLINGHIERI, Esquire, 17 W. Miner St., West Chester, PA 19382, Administratrix. JOSEPH A. BELLINGHIERI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

KURILOFF, Marvin, late of East Vincent Township. Lisa M. Spradlin, 7369 Sweetwood Drive, Macungie, PA 18062, Executor. R. NICHOLAS NANOVIC, Esquire, Gross McGinley, LLP, 33 S. Seventh Street, P.O. Box 4060, Allentown, PA 18105-4060, atty.

LESCH, Mary, a/k/a Mary C. Lesch, late of East Goshen Township. Richard Lesch, 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.

LINEHAN, Donna E., late of Malvern. James L. Beam, 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.

LONDON, Emily J., a/k/a Emily G. London, late of West Chester. Dawn L. London, 329 N. New Street, West Chester, PA 19380, Executor.

MASCHERINO, Marie D., late of West Goshen Township. Bernadine M. Mascherino, care of STAC-EY WILLITS McCONNELL, Esquire, 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, Executrix. STACEY WILLITS McCONNELL, Esquire, Lamb McErlane, PC, 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, atty.

MAY, SR., Vernon, late of Wallace Township. Michelle May 39 Granite Hill Lane Glenmoore, PA 19343 & Kevin C. May 33 Granite Hill Lane Glenmoore, PA 19343, Co-Executors. H. CHARLES MARKOFSKI, Esquire, Markofski Law Offices, 1258 East Philadelphia Avenue, P.O. Box 369, Gilbertsville, PA 19525-0369, atty.

MAYLAHN, Frances S., late of East Brandywine Township. Catherine M. Rawlings, care of STACEY WILLITS McCONNELL, Esquire, 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, Executrix. STACEY WILLITS McCONNELL, Esquire, Lamb McErlane, PC, 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, atty.

OSBORNE, Beulah G., late of Oxford Borough. Charles Edward Lewis, care of JOHN S. CARNES, JR., Esquire, 101 W. Main Street, Parkesburg, PA 19365, Executor. JOHN S. CARNES, JR., Esquire, Law Offices of John S. Carnes, Jr., 101 W. Main Street, Parkesburg, PA 19365, atty.

ROBERTS, Suzanne F., a/k/a Suzanne Roberts, late of East Fallowfield Township. Sheldon M. Bonovitz and Ralph J. Roberts, Jr., care of BARRY L. SMALL, Esquire, 30 S. 17th St., Philadelphia, PA 19103, Executors. BARRY L. SMALL, Esquire, Duane Morris LLP, 30 S. 17th St., Philadelphia, PA 19103, atty.

SCHIEFER, Clarence E., late of Honey Brook

Township. Marcia M. Hall, 6054 Fisher Drive, Narvon, PA 17555, Executor. GORDON W. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

SEISCIO, Adele Bane, a/k/a Adele Friedrich Seiscio, late of Schuylkill Township. Whitney P. O'Reilly, 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.

SERRICCA, Lauretta, late of North Coventry. John Serricca, 1309 Powder Mill Hollow Road, Boyertown, PA 19512, Executor.

STEFFEN, William Huff, late of East Goshen Township. Derek Earl Steffen, 1348 Westminster Dr., Downingtown, PA 19335, Executor. RACHEL SHAFFER GERSIE, Esquire, Fendrick Morgan, LLC, 1950 Route 70 East, Ste. 200, Cherry Hill, NJ 08003, atty.

2nd Publication

AUER, Jane Phelan, a/k/a Jane Anne Phelan Auer, a/k/a Jane A. Auer, late of East Goshen Township. Kenneth J. Phelan, 726 Cedar Ln., Villanova, PA 19085, Executor. BAYARD H. GRAF, Esquire, Graf & Graf, P.C., 175 Strafford Ave., Ste. 230, Wayne, PA 19085, atty.

BAKER, Catherine Elizabeth, late of Kennett Square Borough. Thomas P. Baker and James E. Baker, care of MARY ANN PLANKINTON, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Co-Executors. MARY ANN PLANKINTON, Esquire, Gawthrop Greenwood PC, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

CATALANO, Benjamin L., late of Sadsbury Township. John Catalano, 3929 Penns Dr., Reading, PA 19606, Executor. ROBERT R KREITZ, Esquire, Kreitz Gallen Schutt, 1210 Broadcasting Rd Ste 103, Wyomissing, PA 19610, atty.

DETWILER, A Jeanette, late of East Coventry Township. Donna J. Anuszewski, 1804 Alyssa Lane, Pottstown, PA 19465, Executor.

FERNANDES, Donald C., late of East Brandywine Township. Joseph E. Fernandes, 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.

FIELDS, Evelyn K., late of East Pikeland Township. Charles L. Fields, 286 Kimbel Dr., Phoenix-

ville, PA 19460, and William L. Fields, 441 Stony Run Rd., Spring City, PA 19475, Executors. REBEC-CAA. HOBBS, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 E. High St., Pottstown, PA 19464-5426, atty.

GABELL, Jeremy G., a/k/a Jeremy Glover Gabell, late of Tredyffrin Township. Jeremy Christopher Gabell, 5112 Abel Merrill Rd., Columbus, OH 43221, Executor. BAYARD H. GRAF, Esquire, Graf & Graf, P.C., 175 Strafford Ave., Ste. 230, Wayne, PA 19085, atty.

HARTZ, Marian S., late of Honey Brook Township. Peter M. Souders, care of JEFFREY C. GOSS, Esquire, 480 New Holland Avenue, Suite 6205, Lancaster, PA 17602, Executor. JEFFREY C. GOSS, Esquire, Brubaker Connaughton Goss & Lucarelli LLC, 480 New Holland Avenue, Suite 6205, Lancaster, PA 17602, atty.

HERR, Margaret A., late of West Goshen Township. Vickie L. Herr, care of LOUIS N. TETI, Esquire, 17 W. Miner St., West Chester, PA 19832, Executrix. LOUIS N. TETI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19832, atty.

JENKINS, Elaine F., late of West Bradford Township. W. David Jenkins, Jr., 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.

KNORR, Anna M., late of Tredyffrin Township. Annmarie Bartholomeo, 16 E. Glen Circle, Media, PA 19063, Executrix. CHARI M. ALSON, Esquire, Anderson Elder Law, 206 State Rd., Media, PA 19063, atty.

LEAMY, JoAnn E., a/k/a JoAnn Leamy, a/k/a JoAnn Frymoyer, late of East Goshen Township. Kathleen Marie Mancaruso, 117 Forelock Court, West Chester, PA 19382, Executor. JENNIFER M BRETON, Esquire, Buckley Brion McGuire & Morris, LLP, 118 W. Market Street, Suite 300, West Chester, PA 19382, atty.

LEWIS, III, George W., late of North Coventry Township. Thea G. Lewis, care of ALICE J. TILLG-ER, Esquire, 271 Bethlehem Pike, Ste. 100, Colmar, PA 18915, Executrix. ALICE J. TILLGER, Esquire, 271 Bethlehem Pike, Ste. 100, Colmar, PA 18915, atty.

LLEWELLYN, William L., a/k/a William Lee Llewellyn, a/k/a William L. Llewellyn, Jr., late of City of Coatesville. Robert L. Llewellyn, care of GUY F. MATTHEWS, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Executor. GUY F. MATTHEWS, Esquire, Eckell, Sparks, Levy, Auerbach,

Monte, Sloane, Matthews & Auslander, P.C., 300 W. State St., Ste. 300, Media, PA 19063, atty.

MAINO, Aldo G., late of Chester Springs. James G. Maino, 100 Rising Hill Lane, Chester Springs, PA 19425, Executor.

McCLINTOCK, William H., late of East Vincent Township. William H. McClintock, Jr., 401 Penn St., Spring City, PA 19475, Administrator. REBECCA A. HOBBS, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 E. High St., Pottstown, PA 19464-5426, atty.

MILLER, Hazel L., a/k/a Hazel Luella Miller, late of West Sadsbury Township. Dora Ann Dise-Herzog, care of NICHOLAS T. GARD, Esquire, 121 E. Main Street, New Holland, PA 17557, Executrix. NICHOLAS T. GARD, Esquire, Smoker Gard Associates LLP, 121 E. Main Street, New Holland, PA 17557, atty.

MILLER, Judith E., late of Downingtown Borough. George F. Miller, care of LOUIS N. TETI, Esquire, 17 W. Miner St., West Chester, PA 19832, Administrator. LOUIS N. TETI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19832, atty.

NELSON, Lloyd, late of Caln Township. Lloyd E. Nelson, 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.

PILKERTON, Jeremy T., a/k/a Jeremy Thomas Pilkerton, late of West Whiteland Township. Christopher J. Gallo, PO Box 579, Worcester, PA 19490, Administrator. VICTORIA GALLEN SCHUTT, Esquire, Kreitz Gallen-Schutt, 1210 Broadcasting Rd., Ste. 103, Wyomissing, PA 19610, atty.

QUIGLEY, JR., Harry J., late of Tredyffrin Township. Christine A. Quigley, care of RICHARD C. PARKER, Esquire, 175 Strafford Ave., Ste. 230, Wayne, PA 19087, Executrix. RICHARD C. PARKER, Esquire, Miles & Parker, LLP, 175 Strafford Ave., Ste. 230, Wayne, PA 19087, atty.

ROSCIOLO, John R., late of Georgetown, Sussex County, Delaware. Michael A. Hardy, care of NICHOLAS T. GARD, Esquire, 121 E. Main Street, New Holland, PA 17557, Executor. NICHOLAS T. GARD, Esquire, Smoker Gard Associates LLP, 121 E. Main Street, New Holland, PA 17557, atty.

TOBIA, Louis A., late of Kennett Township. Kathleen R. Tobia, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executrix. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP,

P.O. Box 384, Kennett Square, PA 19348, atty.

3rd Publication

AMWAY, Harry C., late of Honey Brook Township. Catherine L. Martin, 275 Jacobs Road, Narvon, PA 17555, Executrix. ALAN J. JARVIS, Esquire, 101 Birch Drive, Downingtown, PA 19335, atty.

BOOK, Dorothy G., late of Honey Brook. Norma Sharrer, 3525 Norwood Avenue, Downingtown, PA 19335, Executor. DONALD F. KOHLER, JR., Esquire, 27 South Darlington Street, West Chester, PA 19382, atty.

BOYD, Jessie D., late of East Pikeland Township. Branin A. Boyd, Jr. and Taylor R. Boyd, care of MICHAEL C. McBRATNIE, Esquire, P.O. Box 673, Exton, PA 19341, Executors. MICHAEL C. McBRATNIE, Esquire, Fox Rothschild LLP, P.O. Box 673, Exton, PA 19341, atty.

COCHRAN, Linda L., late of West Fallowfield Township. Adrienne Blackerby, care of LINDA KLING, Esquire, 131 W. Main Street, New Holland, PA 17557, Executor. LINDA KLING, Esquire, Kling & Deibler, LLP, 131 W. Main Street, New Holland, PA 17557, atty.

FORIS, Anthony, late of Kennett Square. Catharine M. Foris, care of CAREN L. SYDNOR, Esquire, 724 Yorklyn Road, Suite 100, Hockessin, DE 19707, Personal Representative. CAREN L. SYDNOR, Esquire, Crossland Heinle & Bryde, LLC, 724 Yorklyn Road, Suite 100, Hockessin, DE 19707, atty.

GANDER, Hazel C., late of Penn Township. Frederick W. Gander, Jr., care of L. PETER TEM-PLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

GAREY, Frances E., late of Phoenixville Borough. Jean Marie McClintock, care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P. O. Box 289, Phoenixville, PA 19460, Executor. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P. O. Box 289, Phoenixville, PA 19460, atty.

HARMAN, Wenonah C., late of Kennett Square. 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.

HARSH, Donald Burnell, late of Willistown. Stephanie Sposato, 343 Drummers Ln., Phoenixville, PA 19460, Executrix.

HENDRICKSON, JR., Lawrence S., late of Landenberg. Susan H. Aiken, care of RYAN G. BORCHIK, Esquire, 610 Millers Hill, P.O. Box 96, Kennett Square, PA 19348, Executor. RYAN G. BORCHIK, Esquire, Perna & Abracht, LLC, 610 Millers Hill, P.O. Box 96, Kennett Square, PA 19348, atty.

HUDSON, Carl Robin, late of Tredyffrin Township. Joanne I. Hudson, care of DAVID V. BOGDAN, Esquire, 100 S. Broad St., Ste. 1520, Philadelphia, PA 19110, Executrix. DAVID V. BOGDAN, Esquire, 100 S. Broad St., Ste. 1520, Philadelphia, PA 19110, atty.

McCAULEY, JR., Russell, late of Penn Township. Gregg L. McCauley, care of ANITA M. D'AMICO, Esquire, 204 N. Union Street, Kennett Square, PA 19348, Executor. ANITA M. D'AMICO, Esquire, D'Amico Law, PC, 204 N. Union Street, Kennett Square, PA 19348, atty.

McFADDEN, John P., a/k/a Jack McFadden, late of East Bradford Township. Yvonne McFadden, care of TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, Executor. TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, atty.

NULL, Estelle H., late of Oxford Borough. Samuel J. Null and Michael G. Null, care of L. PETER TEMPLE, Esquire, P.O. Box 384 Kennett Square, PA 19348, Executors. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384 Kennett Square, PA 19348, atty.

O'DONNELL, Timothy Charles, a/k/a Timothy C. O'Donnell, late of Uwchlan Township. Margaret E. Sinclair, care of CHRISTOPHER M. BROWN, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Executrix. CHRISTOPHER M. BROWN, Esquire, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, P.C., 300 W. State St., Ste. 300, Media, PA 19063, atty.

OTT, Beverly, late of Phoenixville. Ray H. Ott, Jr., care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executor. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

PACH, Alice Levine, a/k/a Alice Pach, late of Downingtown. Thomas M. Quinn, P.O. Box 656, Unionville, PA 19375, Executor. DONALD F. KOHLER, JR., Esquire, 27 South Darlington Street, West Chester, PA 19382, atty.

PETAS, Agnes, a/k/a Agnes G. Petas, late of West Whiteland Township. Jesse R. Petas, 1551 Montvale Circle, West Chester, PA 19380, Executor. MI-

CHAEL J. HAWLEY, Esquire, Lyons Dougherty, LLC, 6 Ponds Edge Dr., Ste. 1, Chadds Ford, PA 19317, atty.

POWELL, Elsiemae C., late of West Chester. 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.

SCOTT, Jeffrey J., late of West Fallowfield Township. Margaret A. Daniel, care of STEPHEN J. OLSEN, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Administrator. STEPHEN J. OLSEN, Esquire, Gawthrop Greenwood, PC, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

SHUMARD, Anne C., late of Caln Township. Richard L. Shumard, care of KEVIN HOLLERAN, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Executor. KEVIN HOLLERAN, Esquire, Gawthrop Greenwood, PC, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

SNOW, Leland, late of Upper Oxford Township. Timothy L. Snow, care of CLARE MILLINER, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executor. CLARE MILLINER, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

SOTO, Iris M., late of Kennett Square. ISABEL M. SOTO, 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.

WRAY, Dona, late of Cochranville. Diane Devereaux, 418 Wrigley Blvd, Cochranville, PA 19330, Executrix. KEVIN J. RYAN, Esquire, Ryan Morton & Imms LLC, 220 West Gay Street, West Chester, PA 19380, 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

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Act of Assembly No. 295, effective March 16, 1983, of the filing in the office of the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, an application for the conduct of a business in Chester County, Pennsylvania under the assumed or fictitious name, style or designation of Name: Graybill Financial Group, with its principal place of business at: 314 Exton Commons, Exton, PA 19341. The names and addresses of all persons or entities owning or interested in said business are: Thomas M. Graybill, 111 Bill of Rights, Dowington, PA 19355. The application has been filed on 10/1/2020.

NOTICE IS HEREBY GIVEN that an Application for Registration of Fictitious Name has been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purposes of obtaining the following Fictitious Name, pursuant to the provisions of 54 Pa.C.S. \$311:

The Fictitious Name is ARRB Systems having a principal place of business at 770 Pennsylvania Drive, Suite 112, Exton, PA 19341.

The name and address of the entity owning or interested in said business are: ARRB Group, Inc., 770 Pennsylvania Drive, Suite 112, Exton, PA 19341.

FITZPATRICK LENTZ & BUBBA, P.C.

Two City Center 645 W. Hamilton Street, Suite 800 Allentown, PA 18101

FOREIGN REGISTRATION STATEMENT

Envara Health, Inc., a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 701 Lee Rd., Ste. 210, Wayne, PA 19087, has applied for a Statement of Registration to do business in Pennsylvania under the provisions of Chapter 4 of the Association Transactions Act. The street address in the associ

ation's jurisdiction of formation is 251 Little Falls Dr., Wilmington, DE 19808. The registered office in PA is located at 701 Lee Rd., Ste. 210, Wayne, PA 19087, and shall be deemed for venue and official publication purposes to be located in Chester County.

FOREIGN REGISTRATION STATEMENT

FC Mgmt Inc., a corporation organized under the laws of the state of Delaware, has applied for registration in Pennsylvania under the provisions of Chapter 4 of the Associations Code. The address of its principal office under the laws of the jurisdiction of formation is corporation Trust Ctr., 1209 Orange St., Wilmington, DE 19801 and the address of its proposed registered office in this Commonwealth is 565 E. Swedesford Rd., Ste. 214, Wayne, PA 19087.

NOTICE

Notice is hereby given that the Court of Common Pleas of Chester County, Pennsylvania, will hold a hearing on December 10, 2020, at 9:00 A.M. before the Honorable Robert Shenkin in Courtroom 3, Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania, on the Petition for Involuntary Transfer of Vehicle Title filed by Robert Eldredge for a 1995 Navistar International Transportation Corp. Bus, Model 3800 (VIN: 1HTBBABNXSH203308).

NOTICE OF SUSPENSION

Notice is hereby given that by Order of the Supreme Court of Pennsylvania dated November 4, 2020, Jami Segota (#71764), who practiced in Chester County, PA, is Suspended on Consent from the Bar of this Commonwealth for a period of six months, effective December 4, 2020.

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

3rd Publication of 3

Trust Notice

THE GERALDINE B, PROCTOR REVOCABLE LIVING TRUST, DATED MAY 29, 2001

GERALDINE B. PROCTOR, Deceased, late of Valley Township, Chester County, PA This Trust is in existence and all persons having claims or demands against said Trust or decedent are requested to make known the same and all persons indebted to the Trust or the decedent are directed to make payment without delay to **PATRICE L. PROCTOR, FIRST SUCCESSOR TRUSTEE**, 205 West 3 Avenue, Coatesville, PA 19320, or to her Attorney:

Alan J. Jarvis, Esquire 101 Birch Drive Downingtown, PA 19335 610-384-1151 PHOENIXVILLE FEDERAL BANK & TRUST

COURT OF CO

Plaintiff.

NO. 2018-12197

V.

CIVIL ACTION

GREAT VALLEY NATURE CENTER, et. al.

Defendants,

ORDER

AND NOW, this ______ day of October, 2020, upon consideration of the Bartschi Foundation's (hereinafter "Movant") Motion for Publication with Rule Returnable (the "Motion") directed to The Natural Science for Youth Foundation (hereinafter "Respondent"), and good cause appearing therefore, it is hereby ORDERED and DECREED that the Motion is

GRANTED.

IT IS FURTHER ORDERED that the following notice shall be mailed by U.S. First Class Mail and Certified Mail (Return Receipt Requested) to the last known address of The Natural Science for Youth Foundation and published once in the Chester County Law Reporter and once in the Daily Local News:

LEGAL NOTICE

Notice to: THE NATURAL SCIENCE FOR YOUTH FOUNDATION, TAKE NOTICE THAT: On October 20, 2020, this Court granted the Bartschi Foundation's motion to serve by publication the following notice concerning whether an entity known as the "Great Valley Nature Center" has ceased operating as a nature center as defined in a Deed filed with the Chester County Recorder of Deeds in Deed Book 6395/Page 1108 (the "Deed"). Pursuant to which, The Natural Science for Youth Foundation was given primary authority to make this determination regarding the Great Valley Nature Center's operations located at 4251 State Road, Devault, Charlestown Township, Chester County, Pennsylvania 19342 (the "Property").

NOW THEREFORE, on December 7, 2020 at 9:30 A.M., The Natural Science for Youth Foundation, if in existence, shall appear before the Hon. William P. Mahon at the Chester County Justice Center, Courtroom No. 4, 201 W. Market Street, West Chester, PA 19380 to make a determination regarding the Great Valley Nature Center's operations at the Property in

2018-12197-RC

conformity with the Deed. If The Natural Science for Youth Foundation fails to appear, then the Bartschi Foundation shall make the determination regarding the operations of Great Valley Nature Center as more fully set forth in the Deed.

IT IS FURTHER ORDERED, that counsel for the Bartschi Foundation shall file a Certification of Compliance with this Order on this Court's docket within ten (10) days of the entry of this Order.

BY THE COURT:

WILLIAM P. MAHON, J

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2018-12197-RC



Type: ORDER

Case Number: 2018-12197-RC

Case Title: PHOENIXVILLE FEDERAL BANK & TRUST VS. GREAT

VALLEY NATURE CENTER et al

So Ordered

/s/ William Mahon

William & Make

Electronically signed on 2020-10-21 12:09:59 page 3 of 3