
Court of Common Pleas of Lancaster County
Civil Action - Law

Anthony Lacorte v. Edward B. Boornazian
Civil Law – Contract – Real Property – Loan Interest and Protection
Law (LIPL) – Unfair Trade Practices and Consumer Protection Law
(UTPCPL)

The Court overruled Defendant's objections to claims of breach of oral contract, fraud, and negligent misrepresentation, as well as objections based on the Statute of Frauds, clarifying that this defense must be raised in New Matter. The court sustained Defendant's objections to claims under the Loan Interest and Protection Law (LIPL), determining that oral loans without written security do not qualify as "residential mortgages" under the statute. The court sustained Defendant's objections to claims under the Unfair Trade Practices and Consumer Protection Law (UTPCPL), finding that the UTPCPL does not apply to personal, non-commercial transactions between friends.

Opinion. Anthony Lacorte v. Edward B. Boornazian, No. CI-22-07965.

OPINION

The matters before the Court are the Preliminary Objections of Defendant Edward Boornazian in response to Plaintiff Anthony Lacorte's First Amended Complaint. For the reasons stated below, the Preliminary Objections concerning the legal insufficiency of Counts I, IV, and V are overruled, while the objections concerning the legal insufficiency of Counts III and VI are sustained.

I. BACKGROUND

This matter concerns a legal dispute between Plaintiff Anthony Lacorte ("Lacorte") and Defendant Edward Boornazian ("Boornazian") pertaining to a property situated at 1300 Breneman Road, Manor Township, Conestoga, Pennsylvania ("the Property"). On October 3, 2019, Boornazian acquired the Property from its prior owner, Virginia Thomas ("Thomas"), for the sum of \$265,000, with the intention of providing Lacorte a residence following Lacorte's challenging divorce. *See* Pl.'s Am. Compl., ¶ 4-5. Lacorte, Boornazian, and Thomas were friends, with Thomas initiating the proposition to sell the Property to Lacorte. *See* Pl.'s Am. Compl., ¶ 6-7. However, due to his financial constraints stemming from a challenging divorce, Lacorte lacked the requisite capital or credit to purchase the Property independently and thus sought financial assistance from Boornazian. *See* Pl.'s Am. Compl., ¶ 9-14.

The history between these parties includes a pattern of financial transactions wherein Boornazian provided Lacorte with financial assistance over the years for various vehicles and other expensive items for Lacorte's benefit, when Lacorte was unable to afford them. *See* Pl.'s Am. Compl., ¶ 19-23. However, Lacorte's repayment towards these purchases was inconsistent, compelling Boornazian to continuously cover these expenses to avoid repossession. *See* Def.'s Prelim. Obj., ¶

7-9.

In or around the summer or fall of 2019, Lacorte and Boornazian allegedly entered into an oral agreement whereby Boornazian would provide financial assistance for the purchase of the Property through a mortgage and a high-interest rate loan, or “loan shark loan” as referred to by the parties, which would be secured by the Property. *See* Pl.’s Am. Compl., ¶ 15. The essence of this agreement was that Boornazian would be the record owner of the Property, while Lacorte would make “rental” payments to Boornazian, and the subsequent transfer of the Property to Lacorte would occur within the next four to six years. *See* Pl.’s Am. Compl., ¶ 25-26.

More specifically, under the terms of this purported oral agreement, Lacorte was to contribute the initial 10% down payment and cover closing costs, amounting to \$28,000, while Boornazian would secure a mortgage for the remaining purchase price. *See* Pl.’s Am. Compl., ¶ 17. Consequently, Boornazian obtained a \$212,000 (*See* Pl.’s Am. Compl., ¶ 29) mortgage from AMRES Corporation, solely in his name, which was duly recorded with the Lancaster County Recorder of Deeds on October 4, 2019. *See* Def.’s Prelim. Obj., ¶ 3. Additionally, Boornazian had funded a portion of the purchase price of the Property through a second loan with other third-parties at a high interest rate. *See* Pl.’s Am. Compl., ¶ 30. Lacorte paid an additional \$23,800 towards this second high interest loan relating to the closing on the Property to Boornazian. *See* Pl.’s Am. Compl., ¶ 32. Pursuant to the alleged agreement, Lacorte was to remit monthly payments to Boornazian as “rent,” which Boornazian would then utilize to meet the mortgage obligations. *See* Def.’s Prelim. Obj., ¶ 4-6. Nevertheless, Lacorte’s rental payments proved irregular and occasionally failed due to insufficient funds, thereby necessitating Boornazian to assume the full responsibility for the mortgage payments. *Id.*

Moreover, Lacorte has been in possession of the Property the entire time, and at no time has Boornazian obtained possession. *See* Pl.’s Am. Compl., ¶ 39-43. During Lacorte’s occupancy of the Property, he undertook various upgrades and renovations without seeking Boornazian’s consent or approval. *See* Def.’s Prelim. Obj., ¶ 10. Within the first 14 months after acquiring the Property, Lacorte expended \$28,114.25 towards excavating, driveway preparation, landscaping, tree work, and other similar work performed at the Property. *See* Pl.’s Am. Compl., ¶ 45-47. Lacorte further made various renovations, repairs, expenditures, and improvements on the Property totaling at least \$130,000. *See* Pl.’s Am. Compl., ¶ 48(a)-48(q). These modifications reflected Lacorte’s personal preferences rather than essential repairs and were executed unilaterally by Lacorte. *See* Def.’s Prelim. Obj., ¶ 11.

As of the filing of the Complaint and subsequent responses, Boornazian remains the legal owner of the Property and continues to be liable for the associated mortgage. Boornazian has neither transferred his mortgage obligations to Lacorte nor required Lacorte to assume responsibility for the mortgage. *See* Def.’s Prelim. Obj., ¶ 12-13. Fur-

thermore, no formal written agreement exists regarding the sale of the Property from Boornazian to Lacorte. See Def.'s Prelim. Obj., ¶ 14. These circumstances form the basis of the legal dispute currently before this Court.

II. STANDARD OF REVIEW

When considering a demurrer filed pursuant to Pennsylvania Rule of Civil Procedure 1028(a)(4), preliminary objections in the nature of a demurrer are proper when the law is clear that a Plaintiff is not entitled to recovery based on the facts alleged in the complaint. *Yocca v. Pittsburgh Steelers Sports, Inc.*, 578 Pa. 479, 854 A.2d 425, 436 (2004). Thus, the trial court must accept as true all well-pleaded material facts set forth in the complaint and all inferences fairly deducible from those facts. *Commonwealth v. UPMC*, 652 Pa. 322, 208 A.3d 898, 904 (2019). The question presented on the basis of a demurrer is “whether, on the facts averred, the law says with certainty that no recovery is possible.” *Id.* at 24 (citing *Tucker v. Phila. Daily News*, 577 Pa. 598, 848 A.2d 113 (2004)).

Under this standard, the court does not consider the merits of the case or weigh the evidence. In this context, “no testimony or other evidence outside of the complaint may be considered to dispose of the legal issues presented by a demurrer.” *Mellon Bank, N.A. v. Fabinyi*, 437 Pa.Super. 559, 650 A.2d 895, 899 (1994). Instead, the inquiry is limited to whether the complaint, as a matter of law, adequately sets forth a cause of action. If the complaint fails to establish any legally cognizable claim for which relief should be granted, the demurrer should be sustained. *Chasan v. Platt*, 244 A.3d 73 (Pa. Cmmw. 2020). Conversely, if the complaint, when viewed in the light most favorable to the plaintiff, contains any doubt as to whether the demurrer should be sustained, this doubt should be resolved in favor of overruling it. *Bilt-Rite Contractors, Inc. v. The Architectural Studio*, 581 Pa. 454, 866 A.2d 270, 274 (2005).

In essence, the role of the court in addressing a demurrer is to ensure that the plaintiff's allegations, assuming their truth, are sufficient to support a valid legal theory. The court must dismiss the complaint only if it is clear that no set of facts could be proven under the complaint's allegations that would entitle the Plaintiff to relief.

III. DISCUSSION

A. DEFENDANT'S PRELIMINARY OBJECTIONS OF COUNT I, IV, AND V ARE OVERRULED AS THE DEFENSE OF STATUTE OF FRAUDS IS INNAPPROPRIATLY BROUGHT IN PRELIMINARY OBJECTIONS.

Defendant's preliminary objections to Counts I, IV, and V are overruled on the grounds that the defense of the Statute of Frauds has been improperly asserted. Under Pennsylvania procedural law, the Statute of Frauds, being an affirmative defense, must be raised in a “New Matter” rather than through preliminary objections.

In addressing the procedural propriety of raising the Statute of Frauds in preliminary objections, it is essential to understand the na-

ture of the Statute of Frauds and its treatment under Pennsylvania law. The Statute of Frauds aims to prevent the enforcement of certain contracts unless they are in writing, specifically addressing contracts related to the sale of land, agreements not performable within a year, and other specified contracts. Despite its purpose, the Statute of Frauds is considered a waivable defense. This means a party can choose to forgo this defense if it elects to do so.

The procedural implications of this waivability are significant. Under Pennsylvania Rule of Civil Procedure 1017(b), preliminary objections are available for limited purposes, such as demurrers that challenge the sufficiency of the complaint based on non-waivable defenses. Rule 1017(b)(4) specifically allows preliminary objections to address defenses that “bar or destroy the right of action and the applicability of which appears on the face of the complaint.” However, since the Statute of Frauds is a waivable defense, it does not fall into the category of non-waivable defenses that can be properly raised through preliminary objections.

Instead, the Statute of Frauds must be asserted in a “New Matter,” as required by Pennsylvania Rule of Civil Procedure 1030(a). This rule mandates that “all affirmative defenses including but not limited to the defenses of... statute of frauds... shall be pleaded in a responsive pleading under the heading ‘New Matter.’” This procedural requirement ensures that such defenses are presented in a manner that allows for a thorough examination of the factual and legal issues involved.

The case law further clarifies this procedural distinction. In *Sayers v. Heritage Valley Medical Group, Inc.*, 2021 PA Super 42, 247 A.3d 1155 (Pa. Super. Ct. 2021), the Superior Court reinforced the principle that the Statute of Frauds, as an affirmative defense, should be raised in New Matter. The court emphasized that preliminary objections are not the appropriate vehicle for such defenses, which require a more detailed and nuanced exploration of the facts and law.

Similarly, in *Goldman v. McShain*, 432 Pa. 61, 247 A.2d 455 (1968), the Pennsylvania Supreme Court clarified that the Statute of Frauds is an affirmative defense that must be raised in New Matter. The Court’s decision highlighted the importance of adhering to procedural rules to ensure that defenses are properly pleaded and examined. The Court’s rationale was based on the need for a full factual record and legal argument, which preliminary objections do not accommodate.

In *Brown v. Hahn*, 419 Pa. 42, 213 A.2d 342 (1965), the Pennsylvania Supreme Court reiterated that the Statute of Frauds, requiring written contracts for the sale of land, is a waivable defense. This means that it must be asserted in a manner that allows for its full consideration, which is accomplished through a New Matter rather than preliminary objections. The Court underscored that a preliminary objection cannot address the merits of an affirmative defense which requires factual and legal context beyond the allegations in the complaint.

In the present case, Defendant’s attempt to raise the Statute of Frauds through preliminary objections is procedurally improper. Pre-

liminary objections are designed to test the legal sufficiency of the complaint's allegations and are not suited for addressing the complexities of an affirmative defense such as the Statute of Frauds. Therefore, as the Statute of Frauds requires detailed factual and legal consideration, it must be raised in a New Matter.

Consequently, Defendant's preliminary objections to Counts I, IV, and V are overruled. The Statute of Frauds must be properly asserted and adjudicated in a New Matter, where it can be fully examined within the appropriate procedural context.

**B. DEFENDANT'S PRELIMINARY OBJECTIONS OF
COUNT III ARE SUSTAINED AS THE LIPL IS INAPPLICABLE TO
PLAINTIFF'S CLAIM.**

In Count III of the Amended Complaint, Plaintiff Lacorte asserts a claim under the Pennsylvania Loan Interest and Protection Law ("LIPL"), 41 Pa. Stat. Ann. § 101 *et seq.* This claim pertains to several oral loans related to vehicles, a Mortgage, and a "Loan Shark Loan" associated with real property. Additionally, Lacorte seeks statutory damages and attorney's fees pursuant to the provisions of the LIPL. Defendant Boornazian has filed Preliminary Objections contending that the LIPL is inapplicable to the transactions at issue. Specifically, Boornazian argues that the transactions do not qualify as a "residential mortgage" under the definition provided by 41 Pa. Stat. Ann. § 101 and that the relationship between the parties is characterized by a landlord-tenant dynamic rather than a commercial or business lending context.

The LIPL is designed to regulate lending practices and protect borrowers from unfair or deceptive practices in loan transactions. As a usury law, it aims to prevent improper mortgage lending practices and is construed liberally to further its objectives, as noted in *JP Morgan Chase Bank N.A. v. Taggart*, 651 Pa. 98, 203 A.3d 187 (2019). Under 41 P.S. § 101, a "residential mortgage" is defined "as an obligation to pay a sum of money in an original bona fide principal amount of the base figure [\$217,873]¹ or less, evidenced by a security document, and secured by a lien upon real property within this Commonwealth containing two or fewer residential units or on which such units are to be constructed." 41 P.S. § 101. This definition also encompasses obligations on residential condominium units. A "security document" includes "a mortgage, deed of trust, or other recordable document that creates a lien on real estate." *Id.*

The requirement that an obligation be secured by a lien upon real property in Pennsylvania to qualify as a residential mortgage within the section permitting cure of default need not be met with absolute precision and is fulfilled as long as a party has a right to proceed against a certain piece of property to enforce an obligation. *Beckett v. Laux*, 395 Pa. Super. 563, 577 A.2d 1341 (1990). In determining whether an instrument is a security document so as to qualify as a residential mortgage, the emphasis should not be upon the necessity of a recording document but should be on whether a document can be

¹ Per 41 P.S. § 101, "Base figure" means two hundred seventeen thousand eight hundred seventy-three dollars (\$217,873), as adjusted annually for inflation by the department through notice published in the Pennsylvania Bulletin.

recorded. *Anderson Contracting Co. v. Daugherty*, 274 Pa. Super. 13, 417 A.2d 1227 (1979).

In this case, Plaintiff Lacorte's claims under the LIPL are problematic due to the statutory definitions and requirements set forth in 41 P.S. § 101. The LIPL's definition of a "residential mortgage" necessitates a formal security document creating a recordable lien on real property. Defendant Boornazian secured a residential mortgage per the statutory definition for the Property in which Plaintiff Lacorte has lived and made payments. Indeed, Boornazian has an actual secured residential mortgage on the Property subject to the protections of the LIPL, but Lacorte's claims involving oral agreements regarding vehicle loans and a "loan shark loan" that lack written security documentation do not satisfy the statutory criteria for a "residential mortgage." Consequently, the protections afforded by the LIPL are inapplicable to Lacorte's claims as Lacorte is not subject to any type of "residential mortgage" as defined by the LIPL and therefore, he cannot avail himself of its protections.

Therefore, the LIPL does not provide a basis for Lacorte's claims, and Boornazian's objections are sustained.

**C. DEFENDANT'S PRELIMINARY OBJECTIONS OF
COUNT VI ARE SUSTAINED AS THE UTPCPL IS INAPPLICABLE
BETWEEN PERSONAL FRIEND-TO-FRIEND TRANSACTIONS**

Lacorte also raises a claim under the Unfair Trade Practices and Consumer Protection Law (hereinafter, "UTPCPL"), 73 P.S. § 201-1 *et seq.*, which is designed to balance the scales between consumers and sellers in commercial transactions. The UTPCPL seeks to safeguard consumers in the Commonwealth from fraudulent, unfair, or deceptive business practices by providing a legal recourse for individuals subjected to such conduct. As articulated in *Commonwealth v. Chesapeake Energy Corporation*, 247 A.3d 934 (Pa. 2021), the statute's overarching goal is to protect consumers and to rectify imbalances in bargaining power in commercial dealings.

The UTPCPL is fundamentally a remedial statute and, as such, is to be construed liberally to effectuate its protective objectives. This principle of liberal construction is intended to ensure that the statute achieves its purpose of shielding consumers from deceptive practices. This was reinforced in *Ash v. Continental Ins. Co.*, 593 Pa. 523, 932 A.2d 877, 881 (2007), which underscored that the UTPCPL should be interpreted in a manner that broadly advances its consumer protection goals.

In the case at hand, however, the application of the UTPCPL is contingent upon the nature of the transaction between the Plaintiff and the Defendant. The UTPCPL's protections are typically available in contexts involving commercial transactions, where there is a business entity engaging in trade or commerce. It is crucial to establish that the transaction falls within the commercial sphere to invoke the statute's provisions. The record reveals that the transaction between the Plaintiff and the Defendant was conducted in a personal, friend-to-friend context. Despite Plaintiff's reference to Defendant's status as a licensed real

estate agent, the evidence does not substantiate that Defendant was operating within the commercial scope of his profession during this transaction. The key issue is whether the Defendant's actions were conducted in a business capacity or whether they were merely personal dealings.

In this instance, there is a notable absence of evidence indicating that Defendant acted in his professional capacity as a real estate agent or that the transaction involved any commercial or business activity. The UTPCPL is designed to address unfair practices within commercial transactions, and without evidence of a business context or commercial dealings, the transaction in question does not fall within the statute's purview. The fact that the transaction was a personal, friend-to-friend exchange and not conducted within a commercial or business framework means that the UTPCPL's protections do not apply. The statute is intended to address issues arising from commercial activities and does not extend to personal, non-business transactions between individuals, even if one party holds a professional license.

The facts plead by Lacorte do not demonstrate Defendant engaged in business conduct or acted within a commercial capacity, even when viewing the inferences in a light most favorable to him. Accordingly, the Plaintiff's claim under the UTPCPL cannot be sustained. The UTPCPL's protections are not applicable in this personal transaction between friends. Therefore, the claim under the UTPCPL is hereby dismissed for failing to meet the statute's essential requirement of involving commercial or business activities.

IV. CONCLUSION

For the foregoing reasons, Defendant Edward Boornazian's Preliminary Objections concerning the legal insufficiency of Counts I, IV, and V are overruled. The objections concerning the legal insufficiency of Counts III and VI are sustained. An appropriate order follows.

ORDER

AND NOW, this 17th day of September 2024, upon review of Plaintiff's Amended Complaint (the "Complaint") filed July 19, 2024, Defendant's Preliminary Objections filed August 1, 2024, Defendant's Brief in Support of Preliminary Objections filed August 1, 2024, Plaintiff's Brief in Opposition of Defendant's Preliminary Objections filed August 19, 2024, and Defendant's Reply Brief to Plaintiff's Brief in Opposition of Defendant's Preliminary Objections filed August 26, 2024, it is hereby ORDERED that:

1. Defendant's objection under Pa. 1028(a)(4) as to Count I – Breach of Oral Contract of Plaintiff's Complaint is OVER RULED.
2. Defendant's objection under Pa. 1028(a)(4) as to Count III – Violation of Loan Interest and Protection Law of Plaintiff's Complaint is SUSTAINED.
3. Defendant's objection under Pa. 1028(a)(4) as to Count IV – Fraud of Plaintiff's Complaint is OVERRULED.
4. Defendant's objection under Pa. 1028(a)(4) as to Count V – Negligent Misrepresentation of Plaintiff's Complaint is OVERRULED.
5. Defendant's objection under Pa. 1028(a)(4) as to Count VI – Violation of UTPCPL of Plaintiff's Complaint is SUSTAINED.

BY THE COURT:



LEONARD G. BROWN III, JUDGE

ESTATE AND TRUST NOTICES

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

FIRST PUBLICATION

Althouse, Anna R. a/k/a Anna Althouse, dec'd.

Late of Denver Borough.
Executor: Curtis L. Althouse c/o Lindsay M. Schoeneberger, RKG Law, 108 West Main Street, Ephrata, PA 17522.
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Kelly, Gail L., dec'd.

Late of West Earl Township.

Co-Executors: Audra L. Heiser, April G. Weaver and Ben L. Kelly, Jr. c/o Nathan A. Gills, Esquire, Brubaker Connaughton Goss & Lucarelli, LLC, 480 New Holland Avenue, Suite 6205, Lancaster, PA 17602.

Attorney: Nathan A. Gill, Esquire.

Kieffer, Rory M., dec'd.

Late of Terre Hill Borough.

Co-Administrators: Kyle R. Kieffer, Tyler M. Kieffer, Madason L. Kieffer c/o Linda Kling, Esquire, 121 East Main Street, New Holland, PA 17557.

Attorneys: Smoker Gard Associates LLP.

Kobularik, Nancy J., dec'd.

Late of Elizabethtown.

Executrix: Linda M. Hall c/o Nikolaus & Hohenadel, LLP, 222 South Market Street, Suite 201, Elizabethtown, PA 17022.

Attorney: Kevin D. Dolan, Esquire.

Landis, Dorothy W., dec'd.

Late of Wright Township, Luzerne County; formerly of Manheim Township.

The Elvin N. Landis and Dorothy W. Landis Revocable Living

Trust.

Trustee: Deborah A. Herr c/o Charice D. Chait, Peckman Chait LLP, 29 Mainland Road, Suite 1, Harleysville, PA 19438.
Attorney: Charice D. Chait.

Leslie, J. Allen a/k/a John Allen Leslie, dec'd.

Late of Christiana Borough.

Executrix: Mary Elizabeth Lufkin c/o Trisha W. Hall, Esquire, 1201 North Market Street, 20th Floor, Wilmington, DE 19801.

Attorney: Tricia W. Hall - Connolly Gallagher LLP.

Martin, Arlene B., dec'd.

Late of Earl Township.

Executrix: Grace B. Horning c/o Glick, Goodley, Deibler & Fanning, LLP, 131 W. Main Street, New Holland, PA 17557.

Attorney: Ashley A. Glick, Esq., Glick, Goodley, Deibler & Fanning, LLP.

Miles, Audrey S., dec'd.

Late of Akron Borough.

Executrix: Cathy J. MacNeal c/o Glick, Goodley, Deibler & Fanning, LLP, 131 W. Main Street, New Holland, PA 17557.

Attorney: Patrick A. Deibler, Esq., Glick, Goodley, Deibler & Fanning, LLP.

Neiss, Judith C., dec'd.

Late of Rapho Township.

Executrix: Holly M. Gochnauer c/o Julia M. Parrish, Esquire, Barley Snyder LLP, 100 East Market Street, York, PA 17401.

Attorneys: Barley Snyder LLP.

Northeimer, Michael E. a/k/a Michael Edward Northeimer,

dec'd.

Late of New Holland Borough.
Executors: Gerald I. Northeimer and Marcia L. Northeimer c/o Glick, Goodley, Deibler & Fanning, LLP, 131 W. Main Street, New Holland, PA 17557.
Attorney: Thomas A. Fanning, Esq., Glick, Goodley, Deibler & Fanning, LLP.

Smeltz, Janet H. a/k/a Janet Hammon Smeltz, dec'd.

Late of Manheim Township.
Executor: Thomas Eugene Smeltz c/o Kluxen, Newcomer & Dreisbach, Attorneys-at-Law, 2221 Dutch Gold Drive, Dutch Gold Business Center, Lancaster, PA 17601.
Attorney: Melvin E. Newcomer, Esquire.

Stober, Nancy J., dec'd.

Late of Clay Township.
Executrix: Sheri L. Stahl c/o E. Richard Young, Jr., Esq., 1248 W. Main St., Ephrata, PA 17522.
Attorney: E. Richard Young, Jr., Esquire.

Wildasin, Barbara A., dec'd.

Late of East Hempfield Township.
Executor: Robert L. Wildasin c/o Kluxen, Newcomer & Dreisbach, Attorneys-at-Law, 2221 Dutch Gold Drive, Dutch Gold Business Center, Lancaster, PA 17601.
Attorney: Melvin E. Newcomer, Esquire.

Weicht, Dianne Marie, dec'd.

Late of Strasburg Township.
Administrator: Patrick S. Niss-

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

Attorney: Steven R. Blair, Esq.

THIRD PUBLICATION

Adkins, Barbara D. a/k/a Barbara Jean Adkins, dec'd.

Late of Warwick Township.
Executrix: Kimberly E. Mull c/o Thomas M. Gish, Sr., Attorney, P.O. Box 5349, Lancaster, PA 17606.
Attorneys: Gibbel Kraybill & Hess, LLP.

Ansel, Marvin R., dec'd.

Late of Warwick Township.
Executor: Todd A. Ansel c/o Robert E. Sisko, Esquire, 700 North Duke Street, P.O. Box 4686, Lancaster, PA 17604-4686.
Attorneys: Morgan, Hallgren, Crosswell & Kane, P.C.

Benner, Harold C., Jr., dec'd.

Late of Lancaster City.
Executor: Fulton Bank, N.A. c/o Blakinger Thomas, PC, 28 Penn Square, Lancaster, PA 17603.
Attorneys: Blakinger Thomas, PC.

Book, Larry D., dec'd.

Late of Strasburg Borough.
Administrator: Bradley D. Book c/o Eric Schelin Rothermel, Esquire, 49 North Duke Street, Lancaster, PA 17602.
Attorneys: May, Herr & Grosh, LLP.

Carpenter, Marjorie M., dec'd.

Late of West Lampeter Township.
Executrix: Patricia Chamberlain c/o Randy R. Moyer, Es-

quire, Barley Snyder LLP, 126 East King Street, Lancaster, PA 17602.

Attorney: Randy R. Moyer - Barley Snyder LLP.

Dawydovich, Christine M., dec'd.

Late of Lancaster County.

Executor: Mary Brady, 309 Preservation Ln., Harwood, MD 20776.

Attorney: Jeffrey R. Bellomo, Esq., 3198 East Market Street, York, PA 17402.

Drenchko, Michael G., Sr., dec'd.

Late of Manheim Township.

Executor: Michael G. Drenchko Jr. c/o May Herr & Grosh, LLP, 234 North Duke Street, Lancaster, PA 17602.

Attorney: Bradley A. Zuke.

Elliott, Deanna L., dec'd.

Late of Lititz Borough.

Executors: Margaret S. (Peggy) Nelson, Linda M. Smeltzer c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.

Attorneys: Young and Young.

Hicks, Nancy E., dec'd.

Late of Pequea Township.

Executor: Kenneth E. Hicks c/o Kluxen, Newcomer & Dreisbach, Attorneys-at-Law, 2221 Dutch Gold Drive, Dutch Gold Business Center, Lancaster, PA 17601.

Attorney: Melvin E. Newcomer, Esquire.

Immel, Roberta T. a/k/a Roberta Turner Immel, dec'd.

Late of East Drumore Township.

Executor: Jennifer Thomas c/o Appel Yost LLP, 33 North Duke Street, Lancaster, PA 17602.

Attorney: Samuel M. Mecum.

Kieffer, Roberta A., dec'd.

Late of West Lampeter Township.

Executors: Kathy A. Shaub, Erica E. Milkovitz c/o May Herr & Grosh, LLP, 234 North Duke Street, Lancaster, PA 17602.

Attorney: Matthew A. Grosh.

Kinsey, Joyce E., dec'd.

Late of Paradise Township.

Executrix: Karen K. Edwards c/o Appel Yost LLP, 33 North Duke Street, Lancaster, PA 17602.

Attorney: Jeffrey P. Ouellet, Esquire.

Kline, Virginia A., dec'd.

Late of Mountville Borough.

Executor: Cindy L. Burkhart c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.

Attorneys: Young and Young.

Main, Betty J., dec'd.

Late of Manor Township.

Executor: Howard S. Main, Sr. c/o Pyfer, Reese, Straub, Gray & Farhat, P.C., 128 N. Lime Street, Lancaster, PA 17602.

Attorneys: Pyfer, Reese, Straub, Gray & Farhat, P.C.

Martin, Daryl E., dec'd.

Late of Akron Borough.

Executor: Heather L. Martin c/o Glick, Goodley, Deibler & Fanning, LLP, 131 W. Main Street, New Holland, PA 17557.

Attorney: Patrick A. Deibler, Esq., Glick, Goodley, Deibler & Fanning, LLP.

McCarty, Joyce M., dec'd.

Late of West Donegal Township.
Executor: Richard Scheib, 11
Reitz Blvd., Suite 102, Lewis-
burg, PA 17837-9293.

Attorney: Richard G. Scheib, Es-
quire 11 Reitz Blvd., Suite 102,
Lewisburg, PA 17837-9293.

Miller, Terry L., dec'd.

Late of Manheim Township.
Administrator: Laura S. Mill-
er c/o Eric Schelin Rothermel,
Esquire, 49 North Duke Street,
Lancaster, PA 17602.
Attorneys: May, Herr & Grosh,
LLP.

**Oleskowitz, Patricia A. a/k/a
Patricia Ann Oleskowitz,** dec'd.

Late of Manheim Township.
Executor: Marc C. Oleskowitz
c/o 327 Locust Street, Colum-
bia, PA 17512.
Attorney: Michael S. Grab, Es-
quire, Nikolaus & Hohenadel,
LLP, 327 Locust Street, Colum-
bia, PA 17512.

Onofrey, Daniil Fedorovich,
dec'd.

Late of Lancaster County.
Administrator: Dillon Maureen
Ryerse, P.O. Box 362, Mechan-
icsburg, PA 17055.
Attorney: None.

**Sahner, Lynn Ann a/k/a Lynn
Ann Merring,** dec'd.

Late of Denver.
Executor: David K. Sahner c/o
Adrian L. Meyer, Esquire, 62 N.
Church Street, Doylestown, PA
18901.
Attorney: Adrian L. Meyer, Es-
quire.

**Siglin, Tracy J. a/k/a Tracy
James Siglin,** dec'd.

Late of Quarryville Borough.
Executrix: Vickie Lynne Dunk
c/o Jeffrey C. Goss, Esquire,
480 New Holland Avenue, Suite
6205, Lancaster, PA 17602.

Attorneys: Brubaker Connaugh-
ton Goss & Lucarelli LLC.

Spiese, Michael D., dec'd.

Late of Manor Township.
Executor: Abby J. Ulrich c/o
327 Locust Street, Columbia,
PA 17512.
Attorney: Michael S. Grab, Es-
quire, Nikolaus & Hohenadel,
LLP, 327 Locust Street, Colum-
bia, PA 17512.

Attorney: Michael S. Grab, Esq.

Steffan, Edmond A., Jr., dec'd.

Late of Columbia Borough.
Executor: Bernard H. Steffan
c/o Thomas W. Fleckenstein,
Esquire, 553 Locust Street, Co-
lumbia, PA 17512.
Attorneys: Mountz, Kreiser &
Fleckenstein, 553 Locust Street,
Columbia, PA 17512.

Sweigart, Sylvia F., dec'd.

Late of Manheim Township.
Executor: Roger P. Sweigart, Jr.
c/o RKG Law, 101 North Pointe
Blvd, Suite 202, Lancaster, PA
17601.
Attorney: Lindsay M. Schoene-
berger, Esquire.

**Wanner, Betty J. a/k/a Betty
Jane Wanner,** dec'd.

Late of Leacock Township.
Executrix: Victoria E. Dawes c/o
Appel Yost LLP, 33 North Duke
Street, Lancaster, PA 17602.
Attorney: Matthew C. Samley.

**Warner, Marie L. a/k/a Marie
Louise Warner,** dec'd.

Late of Manheim Township.
Executor: Frederick J. Warner
c/o Nikolaus & Hohenadel, LLP,
303 West Fourth Street, Quar-
ryville, PA 17566.
Attorney: Jeffrey S. Shank, Es-
quire.

Witmer, John J., dec'd.

Late of Little Britain Township.
Administratrix: Mariam M. Wit-
mer c/o Kristen L. Hartman,
Esquire, Barley Snyder LLP, 126
East King Street, Lancaster, PA
17602.
Attorney: Kristen L. Hartman --
Barley Snyder LLP.

ARTICLES OF INCORPORATION

A notice is hereby given that
a business corporation has been
incorporated under the provi-
sions of the Pennsylvania Busi-
ness Corporation Law of 1988.
The name of the corporation is:
**Plancha Restaurant and Lounge
Inc.**

Bradley A. Zuke, Esquire
May Herr & Grosh LLP
234 North Duke Street
Lancaster, PA 17602

Ju-18

Notice is hereby given that Non-
profit Articles of Incorporation
were filed with the Department
of State of the Commonwealth
of Pennsylvania, at Harrisburg,
Pennsylvania, on July 7, 2025, for
the purpose of obtaining a Certifi-
cate of Incorporation under the
provisions of the Nonprofit Corpo-
ration Law of 1988. The name of
the proposed nonprofit corpora-
tion is **Tec Centro Wilkes Barre.**

It will be organized under Sec-
tion 501(c)(3) of the Internal Rev-

enue Code of 1986, as thereafter
amended, for the exclusive pur-
pose of fostering social and eco-
nomic well-being of low income,
marginalized or disadvantaged
populations in Wilkes Barre.

McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101

Ju-18

CHANGE OF NAME NOTICE

Notice is hereby given that a Pe-
tition has been filed in the Court
of Common Pleas of Lancaster
County, Pennsylvania, seeking to
change the name of **Jennifer L.
Paparo** to Jennifer L. Axe. A hear-
ing on the Petition will be held on
July 15, 2025 at 11:00 o'clock
a.m. in Courtroom No. 11 at the
Lancaster County Courthouse, 50
North Duke Street, Lancaster, PA
17602, at which time any persons
interested may attend and show
cause, if any, why the Petition
should not be granted. Attorney:
James D. Wolman, Esq 53 N Duke
Street, Lancaster, PA 17602, (717)
396-7866.

Ju-11, 18

DISSOLUTION NOTICES

Notice is hereby given to all
persons interested or who may be
affected by **Tipararee Manage-
ment LLC**, a Pennsylvania lim-
ited liability company ("Compa-
ny"), that the sole member of said
Company has filed a Certificate of
Dissolution with the Department
of State of the Commonwealth of
Pennsylvania and is now engaged
in winding up and settling the af-
fairs of said Company so that its
existence shall be ended by the fil-
ing of a Certificate of Termination
with the Department of State of

the Commonwealth of Pennsylvania pursuant to the provisions of the Pennsylvania Limited Liability Company Act. It is hereby publicly requested that all persons with claims against said Company present them in accordance with this notice. Any such claims must be submitted in writing to Barley Snyder LLP, 126 East King Street, Lancaster, PA 17602 Attn: Randy R. Moyer, Esq., Re: Tipara-ree Management LLC. The written claim must describe the claim in reasonable detail, set forth the amount of the claim, be accompanied by any written evidence to support the claim, and contain return contact information of the claimant or claimant's counsel. A claim against said Company will be barred unless an action to enforce the claim is commenced within two years after publication of this notice.

Barley Snyder LLP, Attorneys
Ju-18

Notice is hereby given to all persons interested or who may be affected by **ROHRER HOLDCO, INC.**, a Pennsylvania corporation, that the sole director and shareholders are now engaged in winding up and settling the affairs of such corporation so that its existence shall be ended by the filing of Articles of Dissolution with the Department of State of the Commonwealth of Pennsylvania pursuant to the provisions of the Pennsylvania Business Corporation Law of 1988. Accordingly, ROHRER HOLDCO, INC. is hereby providing notice of its dissolution and requests that all claims against the corporation be presented in

writing and contain sufficient information reasonably to inform the corporation of the identity of the claimant and the substance of the claim. The claim must be sent to Barley Snyder LLP, 2755 Century Boulevard, Wyomissing, PA 19610, Attn: Troy B. Rider, Esq., Re: ROHRER HOLDCO, INC. The deadline to submit such a claim is 60 days after the date hereof and the claim will be barred if not received by that deadline. Furthermore, ROHRER HOLDCO, INC. may make distributions to other claimants and the shareholders of the corporation or persons interested as having been such without further notice to you.

Barley Snyder LLP, Attorneys
Ju-18

SUITS ENTERED

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

July 2, 2025
to July 8, 2025

BEAR SERVICES LLC; Just Press One Inc.; 05089; Hynum COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION BUREAU OF DRIVER LICENSING; Dennis Carrey; 04989

COMPLETE DISASTER SERVICES LLC; Debra Kennedy; 05000; Low

GARDEN SPOT MECHANICAL; Brethren Mutual Insurance Company; 04967; Durkin

HOUCK, TRAVIS, ANNIES KITCHEN LLC, JMC LEASING INC, DOES, JOHN 1-3; William Huff; 05109; Zafran

IJ TECH MECHANICAL SERVICES INC.; Yeager Supply Inc.; 04951, Adams

LANCASHIRE OPCO LLC D/B/A NEFFSVILLE NURSING AND REHABILITATION, SPACEBAR OPCO LLC, JOHN/JANE DOES 1-10, JANE DOES 1-10, ABC CORP. 1-10, XYZ CO 1-10; Johnathan Carbrera-Gonzales; 05068; Foster LANCASTER COUNTY DOMES-

TIC RELATIONS SECTION; Bradley Smith; 05056

METRO INDUSTRIAL SOLUTIONS INC.; Lancaster Airport Authority; 04960; Zeamer

ROSADO ROSARIO, DUHAMEL; Forsythe Finance LLC; 04949; Tsarouhis

VONDERHEIDE, BEN; Daniel Heisey; 05012

WILSONS HOLDINGS INC, THRU-IT-ALL BODY SHOP, THRU-IT-ALL BODY SHOP INC.; Esurance Property and Casualty Insurance Company; 05112; Grear

 LANCASTER BAR
ASSOCIATION

**2025
FAMILY
LAW
SUMMIT**

October 7, 2025

SCAN
BELOW TO
SAVE TO
YOUR
CALENDAR

