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In re: The Leah Gains Special Needs Trust

Letters are not pleadings - Objectors have burden of proof - Special needs trust

1. Letters are not accepted as responsive pleadings in the Chester County Orphans' Court.
2. Objectors to an account have the burden of proving Petitioner failed to meet its duties to the beneficiary and must prove the particulars of the alleged wrongful conduct.
3. Petitioner Wilmington Trust filed an account of its administration of the Leah Gains Special Needs Trust. Leah Gain has had serious brain damage since birth, resulting in a medical malpractice suit and the resultant trust. Her parents objected to the account on the day prior to the hearing, despite more than sufficient time to file objections earlier and court's directives to do so. The untimely objections were stricken by the Court. Counsel fees were not duplicative and could not be disallowed for alleged gross neglect regarding overseeing contractors for a home for Leah because Petitioner had no notice of any problems concerning the planned home and therefore had no opportunity to remedy same if they existed. There was never any timely objection concerning the architectural engineer; the Gains did not allow him the opportunity to remedy any alleged problem and did not bring him before the court. The same applies to any objections to the original architect. Any duplication in fees were the result of the Gains deciding on a new house rather than the one they had approved. The court concluded the objections were improper, frivolous and sanctionable. Accordingly, the Court Held they were denied.

R.E.M.

C.C.P. Chester County, Pennsylvania, Orphans' Court Division No. 1512-1598; In re: The Leah Gains Special Needs Trust

Kristin Behrens for Wilmington Trust, N.A.

Thomas D. Begley for Luann Gains and Matthew Gains

Tunnell, J., June 15, 2021:-

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

NO. 1512-1598

IN RE: THE LEAH GAIN SPECIAL NEEDS TRUST

**DECISION ON THE
OBJECTIONS OF LUANN GAIN AND MATTHEW GAIN
TO THE FIRST AND FINAL ACCOUNT OF
WILMINGTON TRUST, N.A.,
FORMER CORPORATE TRUSTEE OF THE
LEAH GAIN SPECIAL NEEDS TRUST**

For the purposes of this proceeding, Wilmington Trust, N.A. is referred to as the Petitioner, and the Objectors are Luann Gain and Matthew Gain. For the sake of clarity, their proper names may be used from time to time herein.

Following a long-delayed hearing on the Gain's Objections that occurred on March 5, 2021 and March 9, 2021, this court directed the parties to file Proposed Findings of Fact and Conclusions of Law by no later than thirty (30) days from the date the transcripts of the hearing were filed. Consequently, the parties' Proposed Findings and Conclusions were due on or about May 23, 2021.

Wilmington Trust, N.A. ("Wilmington Trust") filed its Proposed Findings and Conclusions on May 25, 2021. The Proposed Findings of Fact and Conclusions of the Gains have yet to materialize.

Consequently, the court is going to largely adopt the submissions of the Wilmington Trust, N.A. They bring into sharp relief the sordid history of the dilatory and vexatious conduct of the Gains.

The Objections of the Gains are **OVERRULED**. A separate order will resolve the various requests for the imposition of attorneys' fees and sanctions.

PROCEDURAL HISTORY – FINDINGS OF FACT

1. This court ordered Petitioner to file an account of its administration of the Leah Gain Special Needs Trust.

2. Petitioner filed its First and Final Account of Wilmington Trust, N.A. (the "Account") and Petition for Adjudication (the "Petition") thereof on January 6, 2020.

3. The Account asked for approval, among other items, of trustee fees to Wilmington Trust in the amount of \$59,756.51, comprised of \$30,795.77 in fees from principal and \$28,960.74 in fees from income.

4. Petitioner served the Account and Petition on all interested parties, with a notice letter advising that they must file written Objections by February 5, 2020,

which was attached to the Petition filed with the court.

5. No Objections were filed to the Account.

6. While Petitioner's counsel received written Objections from Luann Gain and Matthew Gain (collectively "the Gains" or "Objectors"), on or about February 3, 2020, the Gains failed to file their Objections with the court by February 5, 2020.

7. The court did not extend the date to file Objections.

8. Petitioner's Reply to Objections was filed on April 29, 2020.

9. This matter was adjourned on multiple occasions.

10. Counsel for the Gains asked for and received a one (1) month adjournment to March of 2020.

11. Petitioner's counsel and the Gains' counsel both agreed to another adjournment, to April of 2020, to attempt to resolve some of the Objections.

12. The April Audit was continued by the court to May of 2020, due to COVID restrictions on in-person hearings. Due to continued COVID restrictions, the matter was eventually moved to September 25, 2020 by the court.

13. A telephonic status conference on the matter was held on June 23, 2020. At the conference, the court advised counsel for the Gains that the Objections were never filed or docketed, and thus still needed to be filed.

14. On September 18, 2020, Petitioner filed a Motion for Payment of Legal Fees and Costs and served the Motion on all interested parties by first class and UPS overnight mail.

15. This Motion included a Notice to Plead and Cover Letter, both of which advised the interested parties that they had twenty (20) days from the date the Motion was filed to file a written response.

16. No response was filed to the Motion.

17. On September 23, 2020, two (2) days before the long-awaited hearing date, the Gains' counsel requested a continuance for a personal matter. The matter was rescheduled to January 11, 2021.

18. On January 11, 2021, both the Gains and their counsel failed to appear at the hearing. Counsel for Petitioner was eventually able to contact counsel for the Gains, who advised the court that he had forgotten about the long-scheduled hearing. The matter was rescheduled for January 15, 2021.

19. On January 13, 2021, Petitioner filed a Praecipe for Determination with respect to its pending Motion for Payment of Legal Fees and Costs, and served said Praecipe on all interested parties.

20. On January 15, 2021, an associate from counsel for the Gains' office appeared, and advised that lead counsel was in the hospital, and that they were not prepared to proceed on that date.

21. At the hearing on January 15, 2021, the court advised counsel that the Objections *still* had not been filed, over eleven (11) months after they were supposed to be filed, and almost seven (7) months after the court had specifically instructed counsel for the Gains to file the Objections.

22. The court once again advised counsel for Respondents to file the Objec-

tions, and the matter was rescheduled for February 11, 2021.

23. At the hearing on February 11, 2021, the court advised counsel for the Gains that the Objections were *still* not filed of record, and thus the matter would have to be rescheduled, once again, despite all parties and witnesses being present and ready to proceed.

24. The court advised the parties that they could not stipulate to the pleadings, because they were not formally filed, and thus the hearing could not proceed as scheduled. The matter was rescheduled for March 5, 2021.

25. On February 12, 2021, Petitioner filed a Motion to Adjudicate Account or Dismiss Objections, on the basis that the Gains' Objections were never filed of record, despite requests to do so from the court throughout the past year.

26. The Motion asserted that the court should proceed to adjudicate Petitioner's Account, as no Objections were actually filed or, in the alternative, if Objections were thereafter filed by the Gains, they should be dismissed as untimely.

27. This Motion included a Notice to Plead and Cover Letter, both of which advised the interested parties that they had twenty (20) days from the date the Motion was filed to file a written response.

28. No response was filed to the Motion.

29. On March 4, 2021, a Praecipe for Determination was filed with respect to the pending Motion to Adjudicate Account or Dismiss Objections and served on all interested parties.

30. On that same date, the Gains *finally* filed their Objections (the "Objections") of record. In the cover letter to the Clerk of Orphans' Court enclosing the Objections, the Gains' counsel asked that the court "please accept this submission as the response to the Motion to Adjudicate Account or to Dismiss Objections".

31. Letters are not accepted as responsive pleadings in the Chester County Orphans' Court, and no filing fee was paid with respect to this alleged "response".

32. This cover letter has not been filed of record.

33. On March 5, 2021, the Gains filed their Opposition and Response to Petitioner's Motion for Payment of Legal Fees and Costs, nearly five (5) months after the deadline to respond to the Motion.

34. On March 5 and March 9, 2021, a hearing was held on the Objections to Petitioner's Account.

35. Testimony was given by Keith Jackson, Mary Arena Hagan, Luann Gain and Matthew Gain. Testimony was also heard from Tim Powers and Ryan Leppo, employees of Wilmington Trust.

36. On March 10, 2021, Petitioner filed a Reply to New Matter with respect to the Opposition and Response to Petitioner's Motion for Payment of Legal Fees and Costs.

37. As mentioned, by Order dated March 10, 2021, both Petitioner and Objectors were ordered to file proposed findings of fact and conclusions of law. The Gains have yet to do so.

FURTHER FINDINGS OF FACT**Trust History**

38. Luann Gain and Matthew Gain are the parents and natural guardians of Leah Gain (hereinafter “Leah”), who was born on August 1, 2007 and is currently thirteen (13) years old.

39. Leah suffered permanent brain damage at birth, resulting in developmental delays, spastic quadriplegia, and cerebral palsy, among other issues.

40. Leah resides with her parents and younger brother, Ryan Gain, at 450 Jackson School Road in Oxford, Chester County, Pennsylvania.

41. The Gains filed a medical malpractice action in this court for the injuries Leah sustained at birth. This action resulted in a settlement, the net proceeds of which were placed into the Leah Gain Special Needs Trust (the “Trust”).

42. On or about September 26, 2012, this court approved of the Trust and the appointment of Petitioner as initial Trustee.

43. Petitioner entered into an agreement to sell certain trust business, including the Gain account, to New York Private Trust Company (“NYPT”) at the end of 2016.

44. On January 1, 2017, NYPT took over trustee duties, as agent, from Petitioner pursuant to the purchase-sale agreement.

45. On March 29, 2017, Petitioner filed for a change in trusteeship due to the transaction to appoint NYPT. This change in trusteeship was approved by the court by decree dated April 21, 2017 with no Objections.

46. The Gains removed NYPT on May 5, 2017 in favor of First National Trust Company.

47. NYPT filed an account of its administration, to which the Gains filed Objections, which were subsequently withdrawn.

48. NYPT’s account was confirmed by Decree dated August 2, 2018, with attorney’s fees being awarded to counsel for NYPT.

49. Thereafter, this court ordered Petitioner to file an Account of its administration of the Trust.

50. The Gains’ Objections to such Account and subsequent litigation are the subject of these findings.

Objections to Account

51. The Objections filed by the Gains on March 4, 2021 contain six (6) separate Objections with respect to Petitioner’s Account: (1) an objection to Petitioner’s trustee fees, (2) an objection to trustee fees paid to NYPT during Petitioner’s administration of the Trust, (3) an objection to trustee and agency fees paid to NYPT as included in and approved as part of NYPT’s Account, (4) an objection to fees paid to Chilton Designs, LLC, (5) an objection to fees paid to architect Michael J.

Siggins, LEED, and (6) an objection to attorneys' fees paid to prior counsel associated with the First House Petition.

Objection to Wilmington Trust, N.A.'s Fees

52. The Gains claim that Petitioner seeks approval of trustee fees from principal in the amount of \$141,676.07, and object to such fees as excessive and unreasonable. They assert that the court cannot determine the reasonableness of any fees because no fee schedule was provided.

53. The Gains also claimed that Petitioner charged trustee fees for periods of time when NYPT was acting as trustee.

54. They contend that all trustee fees during Petitioner's tenure should be disallowed due to gross neglect in hiring and overseeing contractors to build a home for Leah.

55. The amount of the fees sought, as asserted by the Gains, is incorrect. The Account lists trustee fees of Wilmington Trust from principal in the amount of \$30,795.77, and from income in the amount of \$28,960.74, for a total of \$59,756.51.

56. While this sizeable mathematical error was pointed out to the Gains' counsel many times, including in Petitioner's Reply to Objections, he failed to correct it.

57. The requested fees, incurred over a period of four (4) years, were paid pursuant to terms of the Trust and Trustee's fee schedule.

58. On October 1, 2012 (prior to Petitioner's first receipt of funds), the Gains signed and accepted the fee schedule of Wilmington Trust as trustee. *See* March 5, 2021 Notes of Testimony ("N.T."), pp. 87, 98.

59. The Gains testified that they recalled signing the fee schedules.

60. The signed fee schedule was included as an exhibit to Petitioner's Reply to Objections filed on April 29, 2020, which was properly served on the Gains and their counsel.

61. Ms. Gain stated multiple times on the record that she *did not object* to Petitioner's trustee fees. *See* March 9, 2021 N.T., pp. 30, 46, 51.

62. However, when specifically led by her counsel and possibly instructed through other communications, she changed her answer to state that she did not think Petitioner should be paid their fees. *See* March 9, 2021 N.T., p. 51.

63. The Gains additionally asserted that Petitioner charged fees during periods of time when NYPT was acting as trustee, and thus fees for such periods should be disallowed.

64. The Account does not reflect a time period where duplicate fees were charged. Petitioner charged trustee fees through the end of 2016, and NYPT did not receive trustee fees until January of 2017, when it began acting as agent. *See* Account, pp. 112, 117-120.

65. The Gains also claim that Petitioner's trustee fees should be disallowed

due to neglect in hiring contractors to build the home.

66. During Petitioner's tenure as trustee, there was no notice, either actual or constructive, of the alleged deficiencies with the planned home. Petitioner had no opportunity to remedy any issues to the extent they existed. *See* March 9, 2021 N.T., pp. 42-43.

Objection Concerning Commissions and Fees Paid to New York Private Trust Company

67. Petitioner entered into an agreement to sell certain trust business, including the Gain account, to NYPT, and the change in trusteeship of the Trust, from Petitioner to NYPT, was approved by this court by Decree dated April 21, 2017.

68. Pursuant to Item Ninth, Paragraph B of the Trust, NYPT filed an account of its administration of the Trust on or about August 30, 2017 ("NYPT's Account"). NYPT's Account spanned the period of January 1, 2017, upon its first receipt of funds, to August 15, 2017.

69. While the Gains initially filed Objections to NYPT's Account, they later withdrew such Objections, and NYPT's Account was confirmed absolutely by this Court's Decree dated August 2, 2018.

70. Despite withdrawing their Objections to NYPT's Account, the Gains are now objecting to items contained in NYPT's Account: the commissions and fees paid to NYPT.

71. Specifically, they object to the commissions and fees paid to NYPT and US Trust which are listed in Petitioner's Account, spanning January through April of 2017, as well as those same payments listed in NYPT's Account, spanning January through August of 2017.

72. All payments to NYPT and US Trust included in Petitioner's Account are also included in NYPT's Account. All such payments that the Gains are objecting to were all already approved under NYPT's Account, which was confirmed absolutely by this Court's Order dated August 2, 2018. *See* Petitioner's Account, pp. 112, 360 and NYPT's Account, pp. 44-45.

73. The Gains also argue that payments to NYPT should be disallowed because NYPT was not the trustee during this period of time.

74. While Petitioner was trustee at such time, Petitioner charged no trustee fees. NYPT was acting as agent, and was paid agency fees accordingly.

Objection Concerning Fees Paid to Chilton Designs, LLC

75. The Gains object to fees paid to Chilton Designs, LLC of \$24,777 as excessive and unreasonable, and allege that these fees should be disallowed due to the gross neglect of Chilton Designs, LLC.

76. The Gains assert that due to the alleged neglect, they were forced to petition the Court for additional funding, and that "the fees from the new contractor

and the additional resultant construction costs should not be borne by the Trust.”

77. As background, the house where the Gains have lived since before the Trust was established, located at 450 Jackson School Road, is not handicap-accessible or otherwise suited to Leah’s needs.

78. Petitioner originally engaged a licensed architectural engineer, Brian Chilton (“Mr. Chilton”) of Chilton Designs, LLC to evaluate what modifications could be made to the Gains’ existing home. Mr. Chilton determined that modifying the existing home was not a viable option.

79. For several years, the Gains and Petitioner searched for homes that were either already accessible or could be easily modified, but could not find a suitable property.

80. Petitioner and the Gains eventually decided it was in Leah’s best interests to purchase land and build an accessible home for Leah.

81. In conjunction with Mr. Chilton, the Gains identified a 2.6 acre vacant lot located at 154 Fernwood Road, Cochranville, Pennsylvania, which would be suitable for constructing a new single level home for Leah.

82. Mr. Chilton performed a feasibility study with respect to the project, which was to be a 2,300 square foot, single story, fully handicap-accessible ranch home, with 4 bedrooms, 3.5 baths, a therapy room and an enclosed therapy pool.

83. Mr. Chilton also provided a cost estimate for the project of \$596,669.

84. On or about November 24, 2015, Petitioner filed a Petition for Approval to Design and Build a Home for the Minor and for Other Allowances (the “First House Petition”), seeking approval of an allowance of \$600,000 to purchase the lot and build the home, an allowance of up to \$16,770 for legal fees and costs incurred in connection with the First House Petition, and other allowances.

85. The First House Petition included various attachments, including the CV of Brian Chilton, the Feasibility Study and Cost Estimate, the invoices to date for counsel of \$14,770, the fee schedule with respect to the Trust, and a signed consent from the Gains with respect to the First House Petition.

86. The First House Petition also included a letter from Leah’s physician and a letter from National Care Advisors, Leah’s nurse case manager. Both of these letters supported the plans and scope of work for the project.

87. Specifically, the case manager from National Care Advisors stated that she had reviewed the proposed plans from Brian Chilton, and that it was her opinion “with a reasonable degree of professional certainty that this home is appropriate and accessible for Leah and will adequately meet her long-term needs.” *See* Exhibits I and J to the First House Petition.

88. The Gains signed a consent to the Petition, specifically agreeing to the relief requested therein.

89. No Objections or other response was filed by the Gains or any other party with respect to the First House Petition. By Order dated December 8, 2015, this court approved of the First House Petition.

90. Around August of 2016, a builder meeting involving both the Gains and

Petitioner was held. *See* March 5, 2021 N.T., pp. 82-83, 96-97.

91. After this meeting, Petitioner began obtaining bids from contractors for the project. At least two (2) bids were obtained, within or close to within budget, by Petitioner. *See* March 9, 2021 N.T., p. 9.

92. Soon after bids were obtained, around the end of 2016, Petitioner entered into an agreement to sell certain trust business, including the Gain account, to NYPT, and NYPT took over trustee duties, as agent, in January of 2017. The Court approved NYPT as successor trustee on April 21, 2017.

93. Prior to this change in trustee, no complaints were made by the Gains to Petitioner regarding the design of the home, the work of Mr. Chilton, or the work of any other vendors. *See* March 9, 2021 N.T., pp. 42-43.

94. The Gains provided a drawing of how they envisioned the exterior of the home, as a rancher, without a second story, and testified that the second story was not contemplated at all while Petitioner was trustee. *See* March 9, 2021 N.T., pp. 13-14, 40.

95. On cross examination by her counsel, Ms. Gain, without explanation, changed her answer to state that she had made complaints about Mr. Chilton to Megan Clark at Merrill Lynch. *See* March 9, 2021 N.T., pp. 47-48.

96. All payments to Mr. Chilton were made prior to the change in trustee. The last payment to Chilton Designs LLC was made on February 14, 2017. *See* First and Final Account of Wilmington Trust, N.A., pp. 120-121.

97. On or about May 5, 2017, the Gains exercised their power under Item Ninth, Paragraph B of the Trust, by removing NYPT and appointing First National Trust Company as successor trustee.

98. Once First National Trust Company was appointed as successor, Mary Arena Hagan (“Ms. Hagan”) of National Distribution Consultants consulted with Keith Jackson of Side-by-Side Consulting (“Mr. Jackson”) to review the plans for the home.

99. Mr. Jackson opined that from his review of the plans, the home project was “totally impossible” to complete within the Court-approved budget \$600,000, at \$120 per square foot. *See* March 5, 2021 N.T., pp. 38-39.

100. In contrast, Ryan Leppo (“Mr. Leppo”), a Senior Trust Real Estate Advisor with Wilmington Trust, testified that he has been involved with building projects on a similar scale, which were completed for approximately \$120 per square foot. *See* March 9, 2021 N.T., pp. 7-8.

101. Luann Gain testified that prior to her discussions with Mr. Jackson and Ms. Hagan, she did not realize that Mr. Chilton “didn’t do a good job.” *See* March 9, 2021 N.T., p. 41. Her change in opinion did not occur until First National Trustee Company took over as trustee.

102. Despite these alleged defects in the design of the project, First National Trust Company, Ms. Hagan, Mr. Jackson and the Gains did not approach Mr. Chilton to ask him to remedy any issues or return any fees paid for services, nor did they initiate an action against him for the alleged deficiencies. *See* March 5, 2021

N.T., p. 38.

103. At some point after Mr. Jackson was retained, he and Ms. Hagan suggested large changes to the house plans, which was not to cure any “deficiencies” asserted with respect to the original house plans, but rather to build a second story, increase square footage, and add a larger pool and a separate pool house.

104. All of these items, which were not contemplated in the First House Petition or the initial budget, added additional costs to the project.

105. Ms. Gain testified that prior to the involvement of Ms. Hagan and Mr. Jackson, the house was to be one story, with a therapy pool only and no separate pool house structure. *See* March 9, 2021 N.T., pp. 39-40.

106. She further testified that she was very involved with the house planning while the Trust was with Wilmington Trust, and attended many meetings and had many conversations with Mr. Chilton. *See* March 9, 2021 N.T., pp. 40-41.

107. Despite her active involvement, Ms. Gain did not suggest a second story or separate pool house, or bring any complaints about Mr. Chilton to Petitioner during its tenure as trustee.

108. On March 2, 2018, First National Trust Company filed a second petition for allowance with respect to the home project (“Second House Petition”), seeking court approval to expend \$666,041.40, in addition to the \$600,000 already approved, to build a home for Leah.

109. While the Second House Petition alleged deficiencies of Mr. Chilton’s plans and estimates, no action was actually brought against Mr. Chilton, nor was he made a party to this or any other action.

110. By Decree dated April 2, 2018, this court approved of the Second House Petition.

111. The original house as planned in the First House Petition was not impossible under the first budget, as evidenced by the bids obtained with respect to the original plan and the testimony of Mr. Leppo.

112. The new plan for the home was a completely different project, beyond the scope of what was originally contemplated by Petitioner, the Gains, and the vendors hired.

113. No construction ever began while Petitioner or NYPT was Trustee. *See* March 9, 2021 N.T., p. 16.

114. While some fees were duplicative, such as project management, architect, and legal fees, these were only necessary because the Gains decided that they wanted a different house altogether.

115. Mr. Leppo testified to working with Mr. Chilton previously, and that there was nothing to indicate that he was negligent, reckless or careless. *See* March 9, 2021 N.T., p. 13.

116. Even the Gains’ expert, Mr. Jackson, admitted that there was nothing in Mr. Chilton’s resume to show that he was dangerous, negligent or careless in any way. *See* March 5, 2021 N.T., p. 8.

117. The Gains’ other witness, Ms. Hagan, admitted that in her work for

First National Trust Company, she relies on the expertise of the contractors they hire, as neither she nor the trustee would have the ability to assess whether the planned project is appropriate, she simply hires a contractor that she finds to be qualified and relies on the contractor's expertise. *See* March 5, 2021 N.T., p. 72.

118. If deficiencies were discovered once First National Trust Company was appointed trustee, First National Trust Company had the obligation to attempt to remedy them with Mr. Chilton or initiate a third party action against him. First National Company has been absent from all proceedings in this matter.

119. The Gains' presentation at trial on the Objections, including the testimony of Mr. Jackson, was all offered in support of the contention that Mr. Chilton's plans and actions were deficient. Essentially, they put Mr. Chilton on trial without his presence.

Objection to Fees Paid to Michael J. Siggins, LEED

120. The Gains also object to fees paid to the original architect for the project, Michael J. Siggins, LEED ("Mr. Siggins"), in the amount of \$12,173.64, as excessive and unreasonable.

121. The Gains presented no evidence or testimony with respect to any neglect by Mr. Siggins or any deficiencies in his work.

122. Despite two days of trial on the Objections and lengthy testimony regarding the house construction, Mr. Siggins is not mentioned by name once.

123. While Mr. Jackson claimed that they were required to hire new architects, no explanation was provided for why this was actually necessary. *See* March 5, 2021 N.T., pp. 10, 25-26.

124. No testimony or other evidence was presented to show that Mr. Siggins was not capable of staying on and completing the new project, as envisioned by Mr. Jackson and Ms. Hagan.

125. Moreover, the Gains never assert that any complaints were made to Petitioner during its tenure as trustee with respect to Mr. Siggins.

126. All payments to Mr. Siggins were made prior to the change in trustee, with the last payment made on December 1, 2016. *See* First and Final Account of Wilmington Trust, N.A., p. 121.

127. Petitioner had no notice of any alleged issues with Mr. Siggins while acting as trustee and thus no opportunity to remedy any issues to the extent they even existed.

Objection to Legal Fees of Attorney Heckscher Teillon Terrill & Sager, P.C.

128. The Gains also object to the attorneys' fees of prior counsel, Heckscher Teillon Terrill & Sager, P.C., as excessive and unreasonable, and claim that the court should not "blindly" approve of such fees because no invoice was provided.

129. This statement is demonstrably false. An invoice for \$14,770 of the total

\$16,289.22 in fees and costs was attached to the First House Petition.

130. In the First House Petition, Petitioner requested approval of the \$14,770 in fees and costs, as well as up to \$2,000 for additional fees incurred thereafter.

131. The Gains consented to the First House Petition and the relief requested therein, including the payment of legal fees and costs of \$14,770 plus up to an additional \$2,000. See March 9, 2021 N.T., p. 35.

132. The court, by Decree dated December 8, 2015, approved of such fees and costs and their payment from Trust principal.

133. Pursuant to the court's December 8, 2015 Decree, Petitioner paid Heckscher Teillon Terrill & Sager, P.C.'s invoices totaling \$16,289.22.

134. All of the invoices were attached to Petitioner's Reply to Objections filed on April 29, 2020.

135. Ms. Gain also testified that she did not have an issue with the attorneys' fees paid pursuant to the court's December 8, 2015 Order until Ms. Hagan told her they were too high. See March 9, 2021 N.T., pp. 35-36.

Motion to Adjudicate Account or Dismiss Objections

136. On February 11, 2021, the Court held that the hearing on Objections to the Account scheduled for that day could not proceed because the Objections had not been filed.

137. The parties were not permitted to stipulate to the filing of the Objections. While the Gains' counsel stated on the record that he had previously filed the Objections, the Court has no record of such filing.

138. Counsel for the Gains was not able to provide a stamped filed copy of the Objections from when they were allegedly filed, nor was he able to provide record of a check showing that the filing fee was previously paid.

139. Based on all information presented, it is clear that the Objections were not filed until March 4, 2021, only one (1) day prior to trial of this matter.

140. Thus, Petitioner's counsel had less than 24 hours to re-prepare for the trial of the Objections based on the filing.

141. No extension to file the Objections was requested or granted by the Court. No excuse was provided for this last minute filing. Petitioner provided proof that service of the pleadings was proper.

142. Based on the foregoing, the Objections are dismissed as untimely.

CONCLUSIONS OF LAW

1. The Objections as filed are untimely and are stricken.
2. Alternatively, the Gains, as Objectors to the Account, have the burden of proving that Petitioner failed to meet its duties to the beneficiary, and must further prove the particulars of the alleged wrongful conduct. See *Dobson Estate*, 490

[69 Ches. Co. Rep. **In re: The Leah Gains Special Needs Trust**

Pa. 476, 484 (Pa. 1980); *Bard Estate*, 339 Pa. 433 (1940); *Killey Trust*, 457 Pa. 474, 478 (Pa. 1974).

3. The Gains failed to prove any of their six (6) Objections and the Objections.
 4. Petitioner's trustee fees were reasonable and not excessive or duplicative.
 5. The trust agreement, as well as 20 Pa. C.S. § 7769(a), allows for payment from the Trust for legal fees incurred with respect to administration of the Trust.
 6. Petitioner was not negligent in the hiring of contractors to build the Gain's home.
 7. Objections filed to items previously approved by the Court are improper, frivolous and sanctionable.
- An appropriate decree follows.

BY THE COURT:

Date: June 15, 2021

/s/ Mark L. Tunnell, J.

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

NO. 1512-1598

IN RE: THE LEAH GAIN SPECIAL NEEDS TRUST

DECREE

AND NOW, this 15th day of June, 2021, for the reasons set forth in the foregoing Decision, the Objections of Luann Gain and Matthew Gain to the First and Final Account of Wilmington Trust, N.A., former Corporate Trustee of the Leah Gain Special Needs Trust, are DENIED.

BY THE COURT:

/s/ Mark L. Tunnell, J.

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NOTICES

Please note: All legal notices must be submitted in typewritten form and are published exactly as submitted by the advertiser unless otherwise specified. Neither the Law Reporter nor the printer will assume any responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes in content. The use of the word "solicitor" in the advertisements is taken verbatim from the advertiser's copy and the Law Reporter makes no representation or warranty as to whether the individual or organization listed as solicitor is an attorney or otherwise licensed to practice law. The Law Reporter makes no endorsement of any advertiser in this publication nor is any guarantee given to quality of services offered.

TERMINATION NOTICE OF MAGISTERIAL DISTRICT COURT INACTIVE CASES

Pursuant to Pa.R.J.A. No. 1901, the court of common pleas intends to terminate certain cases at the magisterial district court level without further notice because the docket shows no activity for at least two years. You may stop the court from terminating the case by filing a Statement of Intention to Proceed with: Clerk of Courts, 201 W Market Street, Suite 1400, West Chester PA, 19380 within thirty (30) days of the date of this publication. IF YOU FAIL TO FILE THE REQUIRED STATEMENT OF INTENTION TO PROCEED THE CASE WILL BE TERMINATED.

The list of cases and parties as well as the form notice of intention to proceed may be obtained through the link <https://www.chesco.org/4985/Inactive-Case-Search> or at the Clerks of Courts Office at the above address.

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

LAW NO. 2021-06518-NC

NOTICE IS HEREBY GIVEN that the name change petition of Restituta Varano was filed in the above-named court and will be heard on Monday, November 8, 2021 at 2:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.
Date of filing the Petition: Monday, August 16, 2021
Name to be changed from: Restituta Varano to:

Roxanne V. Alessandroni

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

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

LAW NO. 2021-06599-NC

NOTICE IS HEREBY GIVEN that the name change petition of Glenda L. Pinto was filed in the above-named court and will be heard on Glenda L. Pinto at 2:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Wednesday, August 18, 2021

Name to be changed from: Glenda L. Pinto to:
Quiandel L. Sanz-DeLeon

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

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

LAW NO. 2021-06693-NC

NOTICE IS HEREBY GIVEN that the name change petition of Nicole Marie Castaldo was filed in the above-named court and will be heard on Monday, November 22, 2021 at 2:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Monday, August 23, 2021

Name to be changed from: Nicole Marie Castaldo to: Nicole Marie Pieczynski

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

ESTATE NOTICES

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

1st Publication

ANDERSON, John Pyle, late of Kennett Square. Ruth Pratt Anderson, care of 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.

ARNOLD, Grace E., late of Coatesville. John S. Carnes, Jr., 101 W. Main Street, Parkesburg, PA 19365, Executor. JOHN S. CARNES, JR., Esquire, 101 W. Main St., Parkesburg, PA 19365, atty.

COTSIFAS, Marianne, late of City of Coatesville. Christina Cotsifas, 139 Pennsylvania Avenue, Coatesville, PA 19320, Executor. KATHLEEN K. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

DILWORTH, Barbara P., late of Downingtown. Kathy Landis, 21 Gunning Ln., Downingtown, PA 19335, Executor.

FRANZ, Arthur E., late of Pennsbury Township. Antoinette Connelly Franz, 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.

GREENSPACE, Dolphin, late of West Pikeland Township. Kimberly F. Pavia, 1928 Art School Road, P.O. Box 103, Chester Springs, PA 19425, Executrix. LEE F. MAUGER, Esquire, Mauger Law, LLC, 1800 E. High St., Suite 375, Pottstown, PA 19464, atty.

HENCK, Doris E., late of West Chester Borough. Vicky Stinson, care of LISA J. CAPPOLELLA, Esquire, 1236 East High Street, Pottstown, PA 19464, Administrator. LISA J. CAPPOLELLA, Esquire, 1236 East High Street, Pottstown, PA 19464, atty.

HENRY, Kevin Douglas, late of Phoenixville Borough. Christina Henry, care of ANDREW C. LAIRD, Esquire, 360 West Main Street, Trappe, PA 19426, Administratrix. ANDREW C. LAIRD, Esquire, King Laird, P.C., 360 West Main Street, Trappe, PA 19426, atty.

HILL, Susan C., late of Downingtown Borough. Mary M. Sawyer, 78 North College Ave., Flourtown, PA 19031, Executrix. DANTE W. RENZULLI, JR., Esquire, 120 John Robert Thomas Drive, Exton, PA 19341, atty.

KULINICH, Jerry, a/k/a Gerald Kulinich, late of Caln Township. Dawn Barr, care of RICHARD J. GROMEN, JR., Esquire, 3121C Mount Joy Road, Mount Joy, PA 17552, Administrator. RICHARD J. GROMEN, JR., Esquire, 3121C Mount Joy Road, Mount Joy, PA 17552, atty.

LAYTON, Gregory T., late of West Caln Township. Deborah S. Kates, 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.

MURRAY, Christine L., a/k/a Christine Louise Murray, late of West Whiteland Township. Jennifer A. Savage-Renshall, 43 Rolling Hills Dr., Holland, PA 18966 and James B. Murray, 15 Topper Ln., Coatesville, PA 19320, Executors. STEPHEN T. ELINSKI, Esquire, Salvo Rogers Elinski & Scullin, 510 E. Township Line Rd., Ste. 150, Blue Bell, PA 19422, atty.

O'REILLY, Maria Teresa, late of Tredyffrin Township. Hubert Barat O'Reilly, 425 Timber Ln., Devon, PA 19333 and Christina Dolores Dunkerley, 586 Gregory Ln., Devon, PA 19333, Executors.

RICE, Glenna E., late of East Goshen Township. Kevin W. Rice, 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.

SARLES, Mary Ann, late of Birmingham Township. Scott M. Sarles, care of L. PETER TEMPLE, 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.

SAUNDERS, III, Lawrence J., late of Schuylkill Township. Lawrence J. Saunders, IV & Marc E. Saunders, care of ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, Executors. ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, atty.

STROGUS, John S., late of Phoenixville Borough. Jack S. Strogus, 192 Pine Dr., Phoenixville, PA 19460, Executor. **JAMES R. FREEMAN**, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 E. High St., Pottstown, PA 19464, atty.

SUPLEE, Mary Anne, a/k/a Mary A. Suplee, Anne C. Suplee and Anne Carpenter Suplee, late of Tredyffrin Township. William Z. Suplee, IV and Michelle S. McWilliams, care of **DOUGLAS E. COOK**, Esquire, P.O. Box 397, Drexel Hill, PA 19026, Executors. **DOUGLAS E. COOK**, Esquire, P.O. Box 397, Drexel Hill, PA 19026, atty.

VOLPE, Roberta F., late of West Vincent Township. Helen C. Alleva, care of **KRISTEN R. MATTHEWS**, Esquire, 17 W. Miner St., West Chester, PA 19382, Executrix. **KRISTEN R. MATTHEWS**, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

WAGONER, Elizabeth F., late of West Brandywine. Jean M. Shingle, 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.

2nd Publication

ACETO, Maria, late of Kennett Square. Michael Aceto, care of **GEORGE S. DONZE**, Esquire, 674 Unionville Road, Suite 105, Kennett Square, PA 19348, Executor. **GEORGE S. DONZE**, Esquire, Donze & Donze, 674 Unionville Road, Suite 105, Kennett Square, PA 19348, atty.

AITKEN, Carol W., late of Pennsbury. Deborah E. Clasen, 116 Central Park S, #3E, New York, NY 10019, Executrix. **KAREN E. EICHMAN**, Esquire, Eichman Law, PLLC, 8 Federal Road, Suite 3, West Grove, PA 19390, atty.

BOLTON, Gwendolyn, late of West Goshen Township. Thomas Bryan Bolton, III, care of **DANA M. BRESLIN**, Esquire, 3305 Edgmont Avenue, Brookhaven, PA 19015, Executor. **DANA M. BRESLIN**, Esquire, Pappano and Breslin, 3305 Edgmont Avenue, Brookhaven, PA 19015, atty.

BRIGNOLA, Sandra, a/k/a Sandra Louise Brignola and Sandra L. Brignola, late of Phoenixville Borough. Gregory A. Brignola, 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.

BURGHART, Gloria Lee, late of West Chester. Michael F.X. Gillin, care of **MICHAEL F.X. GILLIN**, Esquire, 230 North Monroe Street, Media, PA 19063, West Chester. **MICHAEL F.X. GILLIN**, Esquire, Michael F.X. Gillin & Assoc., P.C., 230 North Monroe Street, Media, PA 19063, atty.

BURNETT, JR., Howard J., late of Phoenixville. Joyce A. Straight, 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.

CAFFIER, Roger Eugene, late of Schuylkill Township. Roger H Caffier, 2632 Briana Drive, Pottstown, PA 19464, Executor.

CATANIA, Frances J., late of Wayne. Lillian A. Catania and Vincent J. Catania, care of **HOPE BOSNIAK**, Esquire, 600 Easton Rd., Willow Grove, PA 19090, Co-Executors. **HOPE BOSNIAK**, Esquire, Dessen, Moses & Rossitto, 600 Easton Rd., Willow Grove, PA 19090, atty.

COLLINS, John Charles, a/k/a John C. Collins, late of East Goshen Township. Lisa A. Collins, 921 Saratoga Drive, West Chester, PA 19380, Executor. **HARRIS J. RESNICK**, Esquire, 22 Old State Road, Media, PA 19063, atty.

CONNOLLY, Thomas L., a/k/a Thomas Lawrence Connolly, late of Uwchlan Township. John P. Connolly, Jr., 264 Park Ridge Dr., Easton, PA 18040, Administrator. **GORDON W. GOOD**, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thornedale, PA 19372, atty.

COOPER, Geneva A., late of Westtown Township. Michael Cooper, care of **JON F. ARNOLD**, Esquire, 410 Chestnut Street, Lebanon, PA 17042, Executor. **JON F. ARNOLD**, Esquire, Ehrgood & Arnold, 410 Chestnut Street, Lebanon, PA 17042, atty.

CREED, Larry Grant, late of West Sadsbury Township. Jason Neil Creed, care of **JANIS M. SMITH**, Esquire, 4203 West Lincoln Highway, Parkesburg, PA 19365, Executor. **JANIS M. SMITH**, Esquire, Janis M. Smith, Attorney at Law, 4203 West Lincoln Highway, Parkesburg, PA 19365, atty.

DALEY, Patricia L., late of Oxford. Catherine A. Russo, 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.

DALY, Kenneth, late of Tredyffrin Township. Donna J. Daly, 1359 Shadow Oak Drive, Malvern, PA 19355, Executrix. KEVIN J. CONRAD, Esquire, Lamb McErlane PC, 24 E. Market Street, West Chester, PA 19381, atty.

DEES, Anne M., late of Tredyffrin Township. Katrina Anne Dees, 30 Oak Knoll Drive, Berwyn, PA 19314, Executor. ELIZABETH T. STEFANIDE, Esquire, 339 W. Baltimore Ave., Media, PA 19063, atty.

DILWORTH, Barbara P., late of Downingtown. Kathy Landis, 21 Gunning Lane, Downingtown, PA 19335, Executrix.

FOSTER, Lore Susanne Korwan, late of East Goshen Township. Leo C. Finneran, 126 Pebble Beach Drive, Royersford, PA 19468, Executor.

HOPPER, Sara F., a/k/a Sara Bradly and Sara Germano, late of East Goshen Township. Robert S. Hartung, care of NANCY HOPKINS WENTZ, Esquire, 1250 Germantown Pike, Ste. 207, Plymouth Meeting, PA 19462, Executor. NANCY HOPKINS WENTZ, Esquire, McGrory Wentz, LLP, 1250 Germantown Pike, Ste. 207, Plymouth Meeting, PA 19462, atty.

HULLETT, Joseph W., late of Easttown Township. James K. Hullett, care of BRADLEY D. TEREBELO, Esquire, 1001 Conshohocken State Rd., Ste. 1-300, West Conshohocken, PA 19428, Executor. BRADLEY D. TEREBELO, Esquire, Heckscher, Teillon, Terrill & Sager, 1001 Conshohocken State Rd., Ste. 1-300, West Conshohocken, PA 19428, atty.

KAY, Charles Anthony, a/k/a Charlie, late of Phoenixville. Kimberly Kay, 1305 Sugarwood Lane, Norcross, GA 30093, Administrator.

MORATELLI, Florence D., late of Downingtown Borough. Dean A. Haycock, 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.

MOTTOLA, Anthony P., late of East Vincent Township. Lawrence Mottola, care of JOSEPH A. BELLINGHIERI, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. JOSEPH A. BELLINGHIERI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

PANETTA, Vincent, late of Willistown Township. Jennifer Marie Pierce, care of JAMES J. RUGGIERO, JR., Esquire, 16 Industrial Blvd., Ste. 211, Paoli, PA 19301, Executrix. JAMES J. RUGGIERO, JR., Esquire, Ruggiero Law Offices, LLC, 16 Industrial

Blvd., Ste. 211, Paoli, PA 19301, atty.

ROBERTS, Marian E., late of Upper Uwchlan. Robert I. Roberts, 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.

SAROSI, Georgette Rae, late of Caln Township. Nanette R. Hare, care of BARRY S. RABIN, Esquire, 797 E. Lancaster Avenue, Suite 13, Downingtown, PA 19335, Caln Township. BARRY S. RABIN, Esquire, The Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue, Suite 13, Downingtown, PA 19335, atty.

SCALZI, Margaret Ann, a/k/a Margaret A. Scalzi, late of East Goshen Township. John H. Scalzi, care of LISA M. NENTWIG, Esquire, 1500 Market St., Ste. 3500E, Philadelphia, PA 19102, Executor. LISA M. NENTWIG, Esquire, Dilworth Paxson LLP, 1500 Market St., Ste. 3500E, Philadelphia, PA 19102, atty.

SCHNEPP, Brian Joseph, late of Caln Township. Heather Reinders, 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.

SILVER, Ronald, late of Penn Township. Joanne Silver, care of JAMES J. RUGGIERO, JR., Esquire, 16 Industrial Blvd., Ste. 211, Paoli, PA 19301, Executrix. JAMES J. RUGGIERO, JR., Esquire, Ruggiero Law Office, LLC, 16 Industrial Blvd., Ste. 211, Paoli, PA 19301, atty.

STEVENSON, Nancy A., late of West Brandywine Township. Rana L. Lunstra, 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.

WILE, Dorothy H., late of West Chester Borough. Deborah K. Hicks, 901 Airport Road, West Chester, PA 19380, Executrix. FRANK W. HAYES, Esquire, Hayes & Romero, 31 South High Street, West Chester, PA 19382, atty.

3rd Publication

AMMON, Evelyn E., late of Spring City Borough. William C. Ammon, 357 Church St., Phoenixville, PA 19460 & Brian L. Ammon, 540 Broad St., Spring City, PA 19475, Executors. GARY P. LEWIS, Esquire, Lewis McIntosh & Teare, LLC, 372 N. Lew-

is Road, P.O. Box 575, Royersford, PA 19468, atty.

BLANCHARD, JR., Elwood P., late of Kennett Township. Barbara D. Blanchard, P.O. Box 622, Mendenhall, PA 19317, Executor. PETER S. GORDON, Esquire, Gordon, Fournaris & Mammarella, P.A., 1925 Lovering Avenue, Wilmington, DE 19806, atty.

BRODMERKEL, Dakon, late of West Pikeland Township. Ryan Brodmerkel, 1462 Grove Avenue, West Chester, PA 19380, Administrator. DAMA A. LEWIS, Esquire, 6 Eisenhower Dr., Malvern, PA 19355, atty.

CLANCY, Barbara Ann, late of East Goshen. James Clancy, 761 Hickory Lane, Berwyn, PA 19312, Executor.

D'INNOCENZO, Lillian M., a/k/a Lillian D'Innecenzo, late of Tredeyffrin Township. Paula Love, care of WENDY F. BLECZINSKI, Esquire, Valley Forge Square II, 661 Moore Rd., Ste. 105, King of Prussia, PA 19406, Executrix. WENDY F. BLECZINSKI, Esquire, Law Offices of Wendy F. Blecziński, Valley Forge Square II, 661 Moore Rd., Ste. 105, King of Prussia, PA 19406, atty.

FENSTERMACHER, Ronald, late of East Marlborough Township. Curtis Fenstermacher, 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.

HERDEG, John Andrew, late of Chadds Ford. Judith C. Herdeg, 1001 Hillendale Road, Chadds Ford, PA 19317, Executrix. MARK M. DALLE PAZZE, Esquire, Herdeg, du Pont & Dalle Pазze, 15 Center Meeting Road, Wilmington, DE 19807, atty.

HOLMES, Ruth P., late of East Nottingham. Sarah Jane Mullins, 104 Sunset Road, Oxford, PA 19363, Executrix.

HOLZ, Dorothy R., late of Uwchlan Township. William R. Holz & Mary S. Pappas, 132, Wagon Trail Way, Downingtown, PA 19335, Executors.

HORBLINSKI, Peter, late of West Caln Township. Lois L. Shutters, 601 W. Kings Highway, Wagontown, PA 19376, Executor. CHARLES W. PROCTOR, III, Esquire, PLA Associates, PC, 1450 E. Boot Road, Building 400D, West Chester, PA 19380, atty.

KENNY, JR., Emanuel J., late of East Whiteland Township. Alfreida B. Kenny, 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.

MALCHIONE, Emelia Theresa, late of New Garden Township. Peter Malchione and David Malchione, care of EDWARD M. FOLEY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executors. EDWARD M. FOLEY, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

MARINO, Doris, late of West Chester. Patricia Palmer, 28 Marshall Cir., Downingtown, PA 19335, Executor.

NEELY, Daniel A., late of West Chester. Constance J. Neely, care of JOHN R. TWOMBLY, JR., Esquire, 224 East Street Road, Suite 1, Kennett Square, PA 19348, Executor. JOHN R. TWOMBLY, JR., Esquire, 224 East Street Road, Suite 1, Kennett Square, PA 19348, atty.

POHLSANDER, Hans A., late of East Pikeland. Eileen L. Pohlsander, 212 Hall Street, Phoenixville, PA 19460, Executor. SUZANNE BENDER, Esquire, 216 Bridge Street, Phoenixville, PA 19460, atty.

TAYLOR, Edwin Lester, late of West Brandywine Township. Barbara Kondrath, 414 Hallman Court, Downingtown, PA 19335, Executor. CHRISTINA B. ROBERTS, Esquire, Pappano and Breslin, 3305 Edgmont Avenue, Brookhaven, PA 19015, atty.

VALERIO, Loretta A., a/k/a Loretta Valerio, Loretta Anna Valerio, late of North Coventry Township. Janet C. Fitzgerald, care of STEVEN R. SOSNOV, Esquire, 540 Swede Street, Norristown, PA 19401, Executrix. STEVEN R. SOSNOV, Esquire, Sosnov & Sosnov, 540 Swede Street, Norristown, PA 19401, atty.

CORPORATION NOTICE

LIMITED LIABILITY COMPANY

NOTICE IS HEREBY GIVEN that on Monday, August 2, 2021 a Certificate of Organization was filed in the Pennsylvania Department of State for **JTN Investments, LLC**, in accordance with the provisions of the Limited Liability Act of 1994.

Andrew J. Monastra, Esquire, Solicitor
 Monastra & Grater, LLC
 400 Creekside Drive
 Suite 409
 Pottstown, PA 19464

NONPROFIT CORPORATION NOTICE**Eco-Economics Institute for ESG Practice**

has been incorporated under the provisions of the PA Nonprofit Corporation Law of 1988.

Fromhold Jaffe & Adams
795 East Lancaster Avenue
Suite 260
Villanova, PA 19085

2nd Publication of 3**TRUST NOTICE**

THE SARA F. HOPPER REVOCABLE LIVING
TRUST UNDER AGREEMENT DATED 4/22/2021
SARA F. HOPPER a/k/a SARA BRADLY and
SARA GERMANO, Deceased

Late of East Goshen 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 decedent to make payment without
delay to SANDRA H. MARCA, TRUSTEE, c/o
Nancy Hopkins Wentz, Esq., 1250 Germantown
Pike, Ste. 207, Plymouth Meeting, PA 19462,
Or to her Attorney:
NANCY HOPKINS WENTZ
McGRORY WENTZ, LLP
1250 Germantown Pike, Ste. 207
Plymouth Meeting, PA 19462

Sheriff Sale of Real Estate

By virtue of the within mentioned writs directed to Sheriff Fredda L. Maddox, the herein-described real estate will be sold at public sale in the Chester County Justice Center at 201 W Market Street, 3rd Floor, Room 3300, West Chester, Pennsylvania, as announced on **Thursday, September 16th, 2021 at 11AM.**

Notice is given to all parties in interest and claimants that the Sheriff will file with the Prothonotary and in the Sheriff’s Office, both located in the Chester County Justice Center, 201 W Market Street, West Chester, Pennsylvania, Schedules of Distribution on **Monday, October 18th, 2021.** Distribution will be made in accordance with the Schedules unless exceptions are filed in the Sheriff’s Office within ten (10) days thereafter.

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

FREDDA L. MADDOX, SHERIFF

2nd Publication

SALE NO. 21-9-100

Writ of Execution No. 2019-08904

DEBT \$15,434.51

ALL THAT CERTAIN Unit in the property known, named and identified as Renaissance Place East Condominium, located in Phoenixville Borough, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act,

68 PA C.S. 3101 et seq by the recording in the County of Chester Department of Records of a Declaration dated October 16, 2006 and recorded October 16, 2006 in Record Book 6981 page 1750, being and designated as Unit No. 205 together with a proportionate undivided interest in the Common Elements (as defined in such Declaration).

Parcel No. 15-9-966

PLAINTIFF: Renaissance Place East Condominium Association

VS

DEFENDANT: **Jeffrey R. Abbott, Jr.**

SALE ADDRESS: 134 Bridge Street, Unit 205, Phoenixville, PA 19460

PLAINTIFF ATTORNEY: **HOFFMAN LAW, LLC 484-229-8850**

SALE NO. 21-9-101

Writ of Execution No. 2018-11182

DEBT \$188,036.15

PROPERTY SITUATE IN THE TOWNSHIP OF TREDYFFRIN

UPI PARCEL NO. 43-10F-161

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: NEW REZ LLC D/B/A SHELLPOINT MORTGAGE SERVICES

VS

DEFENDANT: **Tung S. To & Dai T. To AKA Dai To**

SALE ADDRESS: 395 Cassatt Road, Berwyn, PA 19312

PLAINTIFF ATTORNEY: **KML LAW GROUP, P.C. 215-627-1322**

SALE NO. 21-9-102

Writ of Execution No. 2020-00350

DEBT \$225,228.34

ALL THAT CERTAIN lot or piece of ground with the hereditaments and appurtenances, situate in the township of West Caln, County of Chester and Commonwealth of Pennsylvania, being bounded and described according to a plan of property made for Evelyn I. Douglas by Berger and Hayes, Inc., consulting engineers and surveyors, dated March 27, 1974 as follow, to wit:

BEGINNING at a point on the center line of Compassville Martins Corner Road, a corner of land of William Dick, thence extending from said point of beginning along said center line of Compassville Martins Corner Road, North 67 degrees, 07 minutes 12 seconds East 175.00 Feet to a point in the bed of said Compassville Martins Road, said point also being a corner of other land of Evelyn I. Douglas of which this was a part, thence extending along the same the 2 following courses and distances to Wit: (1) crossing over the Southerly side of Compassville Martins Road, South 12 degrees 08 minutes 50 seconds West 231.81 feet to a point and (2) South 76 degrees 51 minutes West, 299.45 feet to a point, a corner of land of William Dick thence extending along the same North 38 degrees 19 minutes east, 288.94 feet to the first mentioned point and place of beginning.

BEING the same premises which Ernestine Rose by Deed dated 7/28/2008 and recorded 8/1/2008 in the Office of the Recorder of Deeds in and for the County of Chester, in Deed Book 7491, Page 991, granted and conveyed unto Ernestine Rose, a widow.

UPI NO. 28-2-107

PLAINTIFF: Bank of New York Mellon Trust Company, N.A. as Trustee for

Mortgage Assets Management Series I Trust

VS

DEFENDANT: **Ernestine Rose**

SALE ADDRESS: 156 Oak Lane, Coatesville, PA 19320

PLAINTIFF ATTORNEY: **LOGS LEGAL GROUP LLP 610-278-6800**

SALE NO. 21-9-103

Writ of Execution No. 2018-01040

DEBT \$234,989.96

ALL THAT CERTAIN parcel of land situate in the City of Coatesville, County of Chester, and Commonwealth of Pennsylvania, being known and designated as follows:

BEGINNING at a point on the South curb line of East Lincoln Highway (formerly East Main Street); opposite the center of the middle dividing partition wall of the block of two brick dwelling houses and distant 129 feet and 10 and ¼ inches West of the West curb line of 6th Avenue being the Northwest corner of lot of land now of William G. Gordon; thence, along the land of the said William G. Gordon, South 09 degrees 16 feet East, 200 feet more or less, to the North line of Harmony Street; thence, along the same South 80 degrees 49 minutes West, 27 and ½ feet, more or less, to a point in a corner of land now of William G. Enigh; thence, along the same North 09 degrees 16 minutes West, 200 feet, more or less, to the South lien of East Lincoln Highway; thence, along the same North 80 degrees 49 minutes East, 27 and ½ feet, more or less, to the point and place of BEGINNING.

BEING THE SAME PREMISES which was conveyed to Frederick Sharpe and Renee Sharpe, as tenants by the entirety, by Deed of Gregory N. Amos and Zenaida C. Amos dated 03/31/2003

and recorded 04/18/2003 as Instrument 10222769 BK PG 2055 in the Chester County Recorder of Deeds Office.

Tax Parcel No. 16-6-363

PLAINTIFF: The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2006-15

VS

DEFENDANT: Renee Sharpe & Frederick Sharpe

SALE ADDRESS: 572 East Lincoln Highway, Coatesville, PA 19320

PLAINTIFF ATTORNEY: LOGS LEGAL GROUP LLP 610-278-6800

SALE NO. 21-9-104

Writ of Execution No. 2016-11614

DEBT \$256,779.69

PREMISES A:

ALL THAT CERTAIN LOT or piece of ground with the buildings and improvements thereon erected, Situate in the Township of London Britain, County of Chester, Commonwealth of Pennsylvania, bounded and described according to a Record Final Plan of Properties Owned by Dominick J. Baffone, III, and Jean M. Baffone, H & W, Marc A. Baffone and Kathleen W. Baffone, H & W, and Eugene F. Oates and Frances H. Oates, H & W, made by Crossan-Raimato, Inc., West Grove, Pennsylvania, dated 03/17/1999 and last revised 09/24/1999 and recorded as Plan File No. 15152, as follows, to wit:

BEGINNING at a point on the title line in the bed of Mercer Mill Road (T-317) at a common corner of Lots B and C as shown on said Plan; thence from said beginning point and extending through the bed of said road North 41 degrees, 18 minutes, 42 seconds East, 88.04 feet

to a point, a corner of lands now or late of Mark E. Schroeder, et ux; thence extending along lands of the same South 89 degrees, 08 minutes, 24 seconds East, 931.35 feet to a point, a corner of Lot B, aforesaid; thence extending along the same the two following courses and distances: (1) South 64 degrees, 28 minutes, 00 seconds West, 698.08 feet to a point; (2) North 55 degrees, 19 minutes, 00 seconds West, crossing over a certain proposed 25 feet wide driveway easement 437.14 feet to a point, being the first mentioned point and place of beginning. Subject to the joint use and maintenance of 25 feet wide driveway easement by the owners of Lots 1, 2, and C.

BEING part of the same premises which MARGARET L. OWENS N/K/A MARGARET L. DORNEMAN AND WILLIAM DORNEMAN, HER HUSBAND AND MAXINE J. OWENS N/K/A MAXINE J. CZARNECKI AND WALTER CZARNECKI, III, HER HUSBAND, by Indenture bearing date MAY 15, 1998 and recorded MAY 22, 1998 in the Office of the Recorder of Deeds, in and for the County of CHESTER, in Record Book 4354 page 339 etc., granted and conveyed unto EUGENE F. OATES and FRANCES H. OATES, HUSBAND AND WIFE, in fee.

BEING LOT NO. C on said Plan.

BEING UPI NO. 73-3-11

PLAINTIFF: Malvern Federal Saving Bank

DEFENDANT: Lisa Debarardinis & David Owens

SALE ADDRESS: 250 Mercer Mill Road, Landenberg, PA 19350

PLAINTIFF ATTORNEY: ROGER P. CAMERON, ESQ. 610-426-4400

SALE NO. 21-9-105**Writ of Execution No. 2020-09377****DEBT \$76,614.87**

ALL THAT CERTAIN Unit in the property known, named and identified as Goshen Valley Condominium II, in the Township of East Goshen, County of Chester, Commonwealth of Pennsylvania, which has been submitted to the provisions of the Unit Property Act of Pennsylvania Act of July 3, 1963, P.L. 196, by the recording of the County of Chester of a Declaration dated October 3, 1977 and recorded in Misc. Deed Book 390 page 479, a First Amendment to the Declaration dated August 14, 1978 and recorded September 12, 1978 in Misc. Deed Book 418, page 114, a Second Amendment to the Declaration dated July 31, 1979 and recorded August 2, 1979 in Misc. Deed Book 450, page 65, a Third Amendment to the Declaration dated March 18, 1980 and recorded March 18, 1980 in Misc. Deed Book 472, page 546, a Fourth Amendment thereto dated October 29, 1980 and recorded October 31, 1980 in Misc. Deed Book 495 page 133 and Amended in Misc. Deed Book 504 page 186, a Fifth Amendment to the Declaration of Condominium recorded in Misc. Deed Book 512 page 46, a Declaration Plan dated October 31, 1977 and recorded as Plan No. 1351 and a Code of Regulations dated October 31, 1977 and recorded in Misc. Deed Book 390 page 508, Amended in Misc. Deed Book 554 page 316, a Second Amendment in Misc. Deed Book 594 page 424, being designated on said Declaration Plan as Unit No. 1806 and more fully described in such Declaration Plan and Declaration together with a proportionate undivided interest in Common Elements as the same is set forth in said Amendments. THE GRANTEE for and on behalf of the grantee and the grantee heirs, personal representatives, succes-

sors and assigns, by the acceptance of the deed, covenants and agrees to pay such charges for the maintenance of, repairs to, replacement of, and expenses in connection with the Common Elements as may be assessed from time to time by the Council in accordance with the Unit Property Act of Pennsylvania and further covenants and agrees that the Unit conveyed by this deed shall be subject to a charge for all amounts so assessed and that expect insofar as Section 705 and 706 of said Unit Property Act may relieve subsequent unit owner of liability for proper unpaid assessments, this covenant shall run with and bind the land or unit hereby conveyed and all subsequent owners thereof.

BEING THE SAME PREMISES which Thomas J. Timlin, by Deed dated February 21, 2001 and recorded March 5, 2001 in the Office of the Recorder of Deeds, of Chester County, PA, in Record Book 4905, page 1041, granted and conveyed unto Rian Poltrone, in fee.

BEING UPI # 53-6-520

PLAINTIFF: Malvern Bank, N.A.

VS

DEFENDANT: **Rian Poltrone**

SALE ADDRESS: 1806 Valley Road, West Chester, PA 19382

PLAINTIFF ATTORNEY: **ROGER P. CAMERON, ESQ. 610-426-4400**

SALE NO. 21-9-106**Writ of Execution No. 2020-01259****DEBT \$74,051.27**

All that certain lot or piece of ground with the buildings and improvements thereon erected, situate in Valley Township, Chester County, Pennsylvania.

Tax Parcel No. 38-2Q-25

PLAINTIFF: Commonwealth Capital,

LLC

VS

**DEFENDANT: Shaun Rutherford
and The United States of America**

SALE ADDRESS: 994 West Chestnut
Street, Coatesville, PA 19320

**PLAINTIFF ATTORNEY: EISEN-
BERG, GOLD & AGRAWAL, P.C.
856-330-6200**

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