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(USPS 102-900)

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Donald Sellers v. Expert Smart Home, LLC

Invasion of privacy – Fraud – Home Improvement Consumer Protection Act - Unfair Trade Practices and Consumer Protection Law – *Quantum meruit* – Unjust enrichment – Trade libel - Defamation

1. A cause of action for invasion of privacy requires that there be an intentional intrusion on the seclusion of plaintiff's private concerns which was substantial and highly offensive to a reasonable person. Additionally, the plaintiff must show that the matter was made known to the public at large.
2. The essential elements of a cause of action for fraud or deceit are a misrepresentation, a fraudulent utterance thereof, an intention to induce action thereby, justifiable reliance thereon and damage as a proximate result. To be actionable, a misrepresentation need not be in the form of a positive assertion but is any artifice by which a person is deceived to his disadvantage and may be by false or misleading allegations or by concealment of that which should have been disclosed, which deceives or is intended to deceive another to act upon it to his detriment.
3. Fraud must be proven by clear and convincing evidence.
4. The Home Improvement Consumer Protection Act [HICPA] exists, in part, to reduce or eliminate any confusion regarding estimates and pricing.
5. The Pennsylvania Unfair Trade Practices and Consumer Protection Law provides: any person who purchases or leases goods or services primarily for personal, family or household purposes and thereby suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by any person of a method, act or practice declared unlawful by 73 P.S. § 201-3, may bring a private action to recover actual damages or \$100, whichever is greater. The court may, in its discretion, award up to three times the actual damages sustained, but not less than \$100, and may provide such additional relief as it deems necessary or proper. The court may award to the plaintiff, in addition to other relief provided in this section, costs and reasonable attorney fees.
6. The common law equitable remedies such as *quantum meruit* are still available and not precluded by HICPA.
7. To prove a claim for unjust enrichment/*quantum meruit*, a party must prove that: (a) benefits were conferred onto the opposing party; (b) appreciation of those benefits by the opposing party; (c) acceptance and retention of such benefits under circumstances that it would be inequitable for the party to retain the benefit without payment.
8. Trade libel or injurious falsehood, often called business disparagement, requires proof of the following elements: (a) the statement is false; (b) the publisher either intends the publications to cause pecuniary loss or reasonably

- should recognize that publication will result in pecuniary loss; (c) pecuniary loss does in fact result; and (d) the publisher either knows that the publication is false or acts in reckless disregard of its truth or falsity.
9. To prove a claim for defamation, one must prove: (a) the defamatory character of the communication; (b) its publication by the defendant; (c) its application to the plaintiff; (d) the understanding by the recipient of its defamatory meaning; (e) the understanding by the recipient of it as intended to be applied to the plaintiff; (f) special harm resulting to the plaintiff from its publication; and (g) abuse of a conditionally privileged occasion.
 10. When private figure plaintiffs establish defamation liability based on negligence, recovery is restricted to compensation for actual injury, eliminating the specters of presumed and punitive damages.
 11. To establish reputational loss, it is not enough that the victim be embarrassed or annoyed, he must have suffered the kind of harm which has grievously fractured his standing in the community of respectable society.
 12. No witnesses testified to reputational loss or a business loss suffered from the alleged defamation; rather the company asked this court to presume such loss based on the online postings. The Court deemed that impermissible and did not find one bad review among a litany of positive reviews was likely to have a material negative impact on the reputation of the company.
 13. A company and homeowner entered not an agreement over the provision of smart home products and services. Difficulties arose and they sued each other over a multitude of legal theories. The Court *Held* judgment was entered in favor of each party against the other for the same amount, \$3,200.86.

R.E.M.

C.C.P., Chester County, Pennsylvania, Civil Action No.s 2020-04274 and 2020-04283; Donald Sellers vs. Expert Smart Home, LLC, d/b/a Smart Home Made Easy

John S. Carnes, Jr. for Donald Sellers
Brian James Forgue for Expert Smart Home, LLC
Binder, J., June 28, 2021:-

DONALD SELLERS	: IN THE COURT OF COMMON PLEAS
	: CHESTER COUNTY, PENNSYLVANIA
vs.	: CIVIL ACTION – LAW
EXPERT SMART HOME, LLC, d/b/a Smart Home Made Easy	: NO. 2020-04274-CV CONSOLIDATED
	: ACTION WITH 2020-04283-CV

ORDER

AND NOW, this 28th day of June, 2021, after a trial by the court sitting without a jury on June 11, 2021, this Court **ORDERS**:

1. Judgment is entered in favor of Expert Smart Home, LLC on Donald Sellers’s Count I – Invasion of Privacy – in the amount of \$0.00.
2. Judgment is entered in favor of Expert Smart Home, LLC on Donald Sellers’s Count II – Fraud and Misrepresentation– in the amount of \$0.00.
3. Judgment is entered in favor of Donald Sellers and against Expert Smart Home, LLC on Donald Sellers’s Count III – Violation of the Unfair Trade Practices and Consumer Protection Law – in the amount of \$3,200.86.
4. Judgment is entered in favor of Expert Smart Home, LLC on Donald Sellers’s Count IV – Breach of Written and Oral Contract – in the amount of \$0.00.
5. Judgment is entered in favor of Donald Sellers and against Expert Smart Home, LLC on Donald Sellers’s Count V – Violations of the Home Improvement Consumer Protection Act – such damages are subsumed by Count III.
6. Judgment is entered in favor of Donald Sellers and against Expert Smart Home, LLC on Expert Smart Home, LLC’s Count I – Breach of Contract – Oral Agreement – in the amount of \$0.00.
7. Judgment is entered in favor of Expert Smart Home, LLC and against Donald Sellers on Expert Smart Home’s Count II – Unjust Enrichment in the Alternative – in the amount of \$3,200.86.
8. Judgment is entered in favor of Donald Sellers and against Expert Smart Home, LLC on Expert Smart Home, LLC’s Count III – Trade Libel/Injurious Falsehood – in the amount of \$0.00.
9. Judgment is entered in favor of Donald Sellers and against Expert Smart Home, LLC on Expert Smart Home, LLC’s Count IV – Defamation– in the amount of \$0.00.

BACKGROUND

This case originates out of an agreement by Defendant/Counterclaim Plaintiff Expert Smart Home, LLC (ESH) to provide certain smart home products and services to Plaintiff/Counterclaim Defendant Donald Sellers (DS) at his house located at 104 Joseph Way, Coatesville, PA (the “House”) and barn located at 102 Joseph Way, Coatesville, PA (the “Barn”) (collectively, the House and Barn are the “Properties”). DS filed a complaint in docket # 2020-04272-CV and ultimately amended the complaint to include claims for: (1) Invasion of Privacy; (2) Fraud and Misrepresentation; (3) Violation of the Unfair Trade Practices and Consumer Protection Law; (4) Breach of Written and Oral Contract; and (5) Violations of the Home Improvement Consumer Protection Act (HICPA).

ESH complained via Docket # 2020-04283 and, ultimately, counter-claimed against DS alleging: (1) Breach of Contract – Oral Agreement; (2) Unjust Enrichment in the Alternative; (3) Trade Libel/Injurious Falsehood; and (4) Defamation.

The complaints/counterclaims that formed the basis for the above claims were originally heard in Magisterial District Court 15-3-06, then by an arbitration panel, and ultimately by this Court in a *de novo* bench trial on June 11, 2021. On December 3, 2020, this court ordered that Docket # 2020-04283-CV be consolidated with Docket # 2020-04274. Accordingly, both parties are plaintiff and defendant and for ease of terminology, this Court shall refer to ESH as Defendant/Counterclaim Plaintiff and DS as Plaintiff/Counterclaim Defendant.

FINDINGS OF FACT

1. DS is an adult individual who owns and lives in the house and barn located at 104 and 102 Joseph Way, Coatesville, PA.
2. ESH is a Pennsylvania limited liability company with an address of 53 Beaver Run Road, Downingtown, PA.
3. ESH is registered in Pennsylvania as a home improvement contractor, registration number PA130608. Exhibit P-1.
4. ESH provided written estimates in 2017 for the installation of, inter alia, camera systems in and around DS’s home, including the garage and backyard. Exhibit P-2.
5. ESH billed pursuant to the estimates and was paid in full an amount in excess of \$11,000.00.
6. That system initially worked to the satisfaction of DS and he, in fact, recommended ESH to others for work.
7. In 2019, an issue arose with the pan tilt zoom camera (PTZ Camera) installed in the backyard.
8. ESH coordinated with the manufacturer of the PTZ Camera, replaced the

camera with a new one, performed diagnostics, and ultimately replaced a lengthy section of cable fixing the camera.

9. DS's expert, Curt Thormann of CT Security, testified regarding the type of cable run and stated that the cable currently in place was inadequate and would ultimately stop working again.

10. ESH, through its principals, Christopher Swartz (CS) and Marc Scholtyssek (MS) testified that the cable run (CAT 5-e burial) is sufficient and that any issues originally were caused by DS refusing to allow ESH to bury part of the run in underground conduit due to landscaping concerns.

11. No bill was sent for the PTZ Camera labor and/or replacement camera although the parties acknowledge ESH did not have a warranty obligation for repairs (although the manufacturer of the PTZ Camera did).

12. ESH informed DS that he would owe the cost of the replacement cable (\$150.00) and DS asked for it to be placed on the bill for additional work that he wished to have done on the barn.

13. The parties discussed a multi-camera installation at the barn as well as running an HDMI cable from the barn to the house for viewing ability of the cameras on a home TV.

14. The parties agree that a cost of \$800-\$1,200 was discussed; however, MS stated that the oral estimate was solely for the cost of the equipment and not for labor, which was not known at the time.

15. DS states that the cost cited was the entire cost for the barn project.

16. ESH did not prepare or give a written estimate to DS.

17. ESH spent significant unbilled time in discussing options and systems with DS for the barn project as well as for the PTZ camera issues.

18. DS helped with the installation including digging part of a trench to run cabling.

19. After completion of the project, ESH gave the administrative password to DS and, on October 24, 2019 sent an invoice in the amount of \$3,556.85 to DS. See Exhibit P-3.

20. The invoice included a charge for the installation of an HDMI extender, although the part was not received yet by ESH or installed.

21. Thereafter, a revised invoice was sent for \$3,350.86 removing the HDMI cable charge.

22. ESH reached out repeatedly to DS regarding setting up the HDMI extender without response. See Exhibit P-11.

23. On November 18, 2019, Jennifer Sellers (JS), wife of DS, contacted DS to inform him that a van was on the Properties.

24. DS reviewed a video of MS and CS at the Properties in their van for approximately 30-45 minutes, including approaching the barn and accessing something on their phone or tablet.

25. ESH admits to going to the Properties in an attempt to contact DS about the HDMI extender and payment.

26. ESH further admits that it turned off the administrative access to DS at that time due to lack of payment; however, ESH states that DS has full use of the system otherwise.

27. DS contacted ESH and informed them not to return to the property, that he would not be paying, and offering to return the camera system and equipment. Id.

28. ESH informed DS that the equipment could not be returned as it was opened and installed. Id.

29. The relationship deteriorated further from there.

30. At two different times thereafter in the winter of 2019-20, the thermostat of DS's house was turned down to approximately 50 degrees.

31. ESH denies having the ability to access, or having accessed, the smart thermostat.

32. DS and JS also became concerned that ESH had access to their home wifi system and/or cameras that ESH had installed.

33. ESH testified that the administrator app used for the cameras installed in 2017 was no longer supported at some point in the winter of 2019-2020 and that ESH cannot now access the cameras.

34. ESH further testified that it never accessed the cameras except for the initial installation and/or training for DS during the time period when the administrator app did work.

35. DS contacted Comcast and accessed a log of users for his home network, which established that at some unknown time ESH had accessed the network. See Exhibit P-5.

36. ESH states that it has not accessed the home network except for as needed at the times of installation and that it did not access the home network to turn off administrative access of the barn system.

37. DS ultimately changed the passwords after consultation with CT Security.

38. Litigation commenced between the parties.

39. After litigation commenced, DS posted negative reviews of ESH on Google Reviews and Yelp, including attaching images of some of the pleadings in the instant matter. See Exhibits D-5, D-6, and D-7.

40. The negative reviews included allegations that ESH hacked into their system and spent two hours at the Properties without permission and encouraged any others to contact DS's attorney, John Carnes, if they were wronged by ESH. Id.

CONCLUSIONS OF LAW

Sellers's Count I: Invasion of Privacy

DS claims invasion of privacy as a result of ESH changing the administrative password on the barn system, having access to the cameras for some period of

time during which time its members could have viewed the cameras and DS or JS, and spending approximately 30-45 minutes uninvited at the property.

A cause of action for invasion of privacy requires that there be “an intentional intrusion on the seclusion of [plaintiff’s] private concerns which was substantial and highly offensive to a reasonable person.” McGuire v. Shubert, 722 A.2d 1087 (Pa. Super. 1998), appeal denied, 743 A.2d 921 (Pa. 1999) (citing Chicarella v. Passant, 494 A.2d 1109, 1114 (Pa. Super. 1985) (citing Harris v. Easton Publishing Co., 483 A.2d 1377 (Pa. Super. 1984) and Hull v. Curtis Publishing Co., 125 A.2d 644 (Pa. Super. 1956)). Additionally, the plaintiff must show that the matter was made known to the public at large. Aronson v. Sprint Spectrum, L.P., 767 A.2d 564 (Pa. Super. 2001) (citing Harris v. Easton Publishing Co., 483 A.2d 1377 (Pa Super. 1984)).

As conceded by DS at trial, there is not much case law on point for the alleged invasion of privacy here. This court finds that DS failed to prove that ESH accessed the camera systems or the thermostats and that the changing of an administrative password is not an intentional intrusion on the seclusion of plaintiff’s private concerns.¹ Nor would such an intrusion be substantial and highly offensive to a reasonable person. Finally, no information was proven to be made known to the public at large. Accordingly, judgment is entered in favor of ESH on DS’s Count I.

Sellers’s Count II: Fraud and Misrepresentation²

DS claims fraud and misrepresentation in a “classic bait and switch” scheme. Plaintiff Donald Sellers’ Pre-Trial Statement Pursuant to Pa.R.Civ.P. [No.] 212.2, Trial Memorandum and Findings of Fact and Conclusions of Law Pursuant to C.C.R.C.P. Rule No. 226.1, pp. 13-14. Essentially, DS alleges that ESH quoted \$800-1200 for the barn project knowing it would cost more and misrepresented the total cost without breaking down hourly rates, time estimated, and the like. Moreover, DS’s complaint alleges that the 2017 work was defective and not as represented due to defective cabling and the charge of alleged warranty work related to the cable replacement done by ESH in 2019.

The Superior Court has summarized the elements of fraud and misrepresentation as follows:

The essential elements of a cause of action for fraud or deceit are a misrepresentation, a fraudulent utterance thereof, an intention

¹ At trial, and in DS’s proposed findings of fact and conclusions of law, DS mentions the possibility that the changing of an administrative password violated various criminal statutes. This court is not ruling on any criminal statutes or their applicability as the only claims before the court were civil claims.

² DS states in his Plaintiff Donald Sellers’ Pre-Trial Statement Pursuant to Pa.R.Civ.P. [No.] 212.2, Trial Memorandum and Findings of Fact and Conclusions of Law Pursuant to C.C.R.C.P. Rule No. 226.1, p. 15 at ¶ 13 that “his claims for breach of contract, fraud and misrepresentation and breach of oral and written contract . . . are subsumed in the HICPA and UTPCPL claims.” Nonetheless, this court will address the claims briefly as they are separate counts of the amended complaint.

to induce action thereby, justifiable reliance thereon and damage as a proximate result. Neuman v. Corn Exchange National Bank & Trust Co., 51 A.2d 759, supplemented 52 A.2d 177 (Pa. 1947); Borelli v. Barthel, 211 A.2d 11 (Pa. Super. 1965). To be actionable, a misrepresentation need not be in the form of a positive assertion but is any artifice by which a person is deceived to his disadvantage and may be by false or misleading allegations or by concealment of that which should have been disclosed, which deceives or is intended to deceive another to act upon it to his detriment. Delahanty v. First Pennsylvania Bank, N.A., 464 A.2d 1243 (Pa. Super. 1983).

Wilson v. Donegal Mut. Ins. Co., 598 A.2d 1310, 1315 (Pa. Super. 1991) (citations modified). Moreover, fraud must be proven by clear and convincing evidence. V-Tech Services, Inc. v. Street, 72 A.3d 270 (Pa. Super. 2013).

Presently, ESH orally asserted that the barn project would cost between eight hundred and twelve hundred dollars. Although a dispute arose over whether or not the oral estimate was intended to be a final total estimate or merely an estimate of equipment costs, it is clear that such a statement reasonably caused confusion for DS.³ Moreover, based on DS's testimony, he relied on such a statement in proceeding with the project. Potential damages of the excess charges of at least two thousand one hundred dollars above the high end of the oral estimate exist by virtue of the bill and suit. However, no direct damages have been incurred as DS refused to pay the bill and only suffered consequential damages in having to defend the action against him for failure to pay. This court does not credit any testimony that the barn project work was done improperly.

Additionally, DS asserts fraud for defective and inadequate wiring for the 2017 work as a result of false or misleading statements regarding the credentials of ESH's principals (specifically, that neither were licensed electricians). This court does not find that the 2017 work was defective or inadequate. Rather, the PTZ camera worked for a period of time, and, after a repair with a charge of \$150.00 to DS for materials, is currently working. Although DS's expert testified that the wiring may go bad in the future (and ESH agreed that the wiring should be in a conduit underground but that DS had refused to allow it), no express statement was made about the length of time the wiring would suffice nor does this court find that the wiring was defective given the limitations placed by DS.

Ultimately, as no damages have been incurred and given DS's concession that the HICPA and UTPCPL causes of action subsume this count, judgment is entered for EHS on this count.

³ As discussed *infra*, HICPA exists, in part, to reduce or eliminate any confusion regarding estimates and pricing.

**Sellers's Count III: Violations of the Unfair Trade Practices and
Consumer Protection Law**

DS claims violations of Pennsylvania's Unfair Trade Practices and Consumer Protection Law (UTPCPL), 73 P.S. § 201-1, *et seq.* As discussed *infra*, a violation of HICPA is a violation of the UTPCPL and ESH did, in fact, violate HICPA. Accordingly, the only remaining question for the UTPCPL is one of damages.

Pursuant to 73 P.S. § 201-9.2:

Any person who purchases or leases goods or services primarily for personal, family or household purposes and thereby suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment any person of a method, act or practice declared unlawful by [73 P.S. § 201-3], may bring a private action to recover actual damages or one hundred dollars (\$100), whichever is greater. The court may, in its discretion, award up to three times the actual damages sustained, but not less than one hundred dollars (\$100), and may provide such additional relief as it deems necessary or proper. The court may award to the plaintiff, in addition to other relief provided in this section, costs and reasonable attorney fees.

In the instant matter, as discussed, *supra*, no actual damages were incurred by DS. Therefore, damages of \$100.00 are awarded to DS. In addition, the court may, in its discretion award additional relief including costs and reasonable attorney fees. DS submitted invoices totaling \$10,690.00 in legal fees incurred at a reduced rate of \$150/hr.

This case has a long history beginning in the magisterial district courts, continuing to an arbitration panel, and ultimately a bench trial. In addition, multiple preliminary objections were filed as well as amendments of the pleadings and responses thereto. Although such work is understandable and perhaps necessary for each party to pursue their rights, the total legal fees is disproportionate as penalty or award for the violation of HICPA resulting in the UTPCPL violation. Accordingly, \$3,100.86 shall be awarded as additional relief in addition to the statutory \$100.00 of damages.

Sellers's Count IV: Breach of Written Contract and Oral Contract

DS claims breaches of both written and oral contracts. For the 2017 written contract, DS relies on the testimony of its expert, CT, who stated that replacing the allegedly defective cable would cost \$625.00 to replace. As discussed above, this court does not find the 2017 work to be defective and, accordingly, no breach of contract has occurred on that basis. DS also alleges that the charge of \$150.00 for

the cable to the PTZ camera replaced in 2019 and charged ultimately to DS as a hard cost is a breach of that written contract. No testimony was provided by DS that the written work in 2017 included a warranty or that such warranty would include labor and materials. ESH testified credibly that no warranty comes with its work beyond the manufacturer warranties for any goods sold. As such, there is no breach of a written contract on the basis of the charge for the replacement cable.

Additionally, DS alleges breach of an oral contract in 2019 due to the discrepancy between the discussed pricing of \$800-\$1,200.00 and the ultimate bill of over \$3,350.86 (revising a first bill of \$3,556.85). This court finds that no oral contract existed as no meeting of the minds occurred regarding the scope of the contract, the details of charges, the amount of work anticipated, or the like. Accordingly, judgment is entered in favor of ESH on this count.

Sellers’s Count V: Violations of HICPA

DS claims violations of the Home Improvement Consumer Protection Act (HICPA), 73 P.S. § 517.1, *et seq.* There is no dispute that ESH is a registered home improvement contractor and bound by HICPA. Moreover, there is no dispute that the requirements of Section 517.7 that a contract is not enforceable unless, *inter alia*, it is in writing, signed by certain parties, contains a description of work, total sales price, a limit on increase in costs to 10% absent a written change order, etc.

No written contract exists for the 2019 barn project. Pursuant to Section 517.9(a)(9), ESH could not demand or receive any payment before the home improvement contract was signed. ESH did demand payment in the absence of a written contract and after failing to have a HICPA-compliant contract signed.

No further analysis need be undertaken as the damages for a civil violation of HICPA is a *per se* violation of the UTPCPL. 73 P.S. § 517.10. Any damages for the HICPA violation are thus addressed in Count II above.

Expert Smart Home’s Count I: Breach of Contract – Oral Agreement

ESH claims breach of an oral contract regarding the 2019 work. As noted above, ESH is bound by HICPA. Pursuant to 73 P.S. § 517.7(a), “no home improvement contract shall be valid or enforceable against an owner unless it: (1) is in writing . . . (2) is signed . . . (i) the owner . . . (ii) the contractor . . . [.]”. Additional requirements exist but it is conceded by ESH that no written contract exists for the 2019 work. Shafer Elec. & Const. v. Mantia, 96 A.3d 989, 996 (Pa. 2014) (providing, *inter alia*, that “traditional contract remedies may not be available due to the contractor’s failure to adhere to Section 517.7(a) (thus rendering the home improvement contract void and unenforceable)[.]”). Accordingly, ESH cannot prevail on this count and judgment is entered in favor of DS.

Expert Smart Home's Count II: Unjust Enrichment in the Alternative

ESH, in the alternative, claims damages for unjust enrichment. The Pennsylvania Supreme Court in Shafer, supra, stated that whether a contract is oral or noncompliant with HICPA, 73 P.S. § 517.7(a), the common law equitable remedies such as *quantum meruit* are still available and not precluded by HICPA. Shafer, supra, 96 A.3d at 996-97.

To prove a claim for unjust enrichment/quantum meruit, a party must prove that: (1) benefits were conferred onto the opposing party; (2) appreciation of those benefits by the opposing party; (3) acceptance and retention of such benefits under circumstances that it would be inequitable for the party to retain the benefit without payment. See Durst v. Milroy General Contracting, Inc., 52 A.3d 357, 360 (Pa. Super. 2012) (citing Schenck v. K.E. David Ltd., 666 A.2d 327, 328 (Pa. Super. 1995)). See also Shafer, supra, 96 A.3d at 993, 996 (discussing the availability of unjust enrichment claims and opining “The Superior Court has already decided, and we now affirm, that this is the case when the contract at issue is oral (*Durst*), or noncompliant with the remaining sections of Section 517.7(a) (this case).”).

There is no dispute that ESH performed work and installed a multi-camera system for the barn project. ESH ultimately billed \$3,350.86 for the 2019 project. Testimony at trial established that significant hours were expended in work in addition to the cost of cameras and related materials. The only breakdown of time and materials were the invoices sent by ESH to DS. Exhibits P-3 and P-4. ESH testified that it spent many hours working on this project over three days although P-3 and P-5 include charges only for 5 hours. No contradicting evidence was offered regarding the value of services performed.

In addition, ESH billed \$150.00 for a replacement cable related to the 2017 work. Testimony at trial established that ESH provides a mark-up for most items it purchases and installs. No testimony was given as to the amount of mark-up on the cable. Although DS retains the benefit of the cable, unjust enrichment looks to the value of the benefit received but, unlike a breach of contract action, does not include lost profits for the complainant. Schafer, supra, 96 A.3d at 995-96.

Ultimately, given the amount expended for similar 2017 work, the number of cameras installed, the complexity of the install, and the like, \$3,200.86⁴ is reasonable valuation for the benefits of the system received and retained by DS (it is noted that DS offered to return the cameras and equipment, Exhibit P-11, but such offer was rejected and DS still has possession of the system). Although DS testified that ESH changing the administrator password affected his ability to use the system, ESH testified he can still fully utilize the system and this court credits that testimony. Further, the camera, cabling, and related work are all in place now and have value. As such, ESH is awarded \$3,200.86 for the 2019 project.

⁴ The amount of the invoice less the \$150 cable charge related to the 2017 project.

Expert Smart Home's Count III: Trade Libel/Injurious Falsehood

ESH makes a claim for trade libel or injurious falsehood based on publications of negative online reviews and court filings on Google Reviews and Yelp by DS. Trade libel or injurious falsehood – often called business disparagement, requires proof of the following elements:

(1) the statement is false; (2) the publisher either intends the publications to cause pecuniary loss or reasonably should recognize that publication will result in pecuniary loss; (3) pecuniary loss does in fact result; and (4) the publisher either knows that the publication is false or acts in reckless disregard of its truth or falsity.

Maverick Steel Co., L.L.C. v. Dick Corporation/Barton Malow, 54 A.3d 352, 354 (Pa. Super. 2012) (quoting Pro Golf Manufacturing, Inc. v. Tribune Review Newspaper Company, 809 A.2d 243, 246 (Pa. 2002)), appeal denied, 65 A.3d 415 (Pa. 2013).

ESH presented no testimony or evidence of actual pecuniary loss as admitted during closing statements. Rather, any such loss is speculative based on possible customers seeing the poor reviews. It should be noted that both Yelp and Google Reviews had an overall highly positive rating and the DS reviews were the unique negative review. Although this court does not believe DS took the wisest path in publishing the statements and court documents he did, ESH has not met its burden and judgment is entered in favor of DS on this count.

Expert Smart Home's Count III: Defamation

ESH makes a claim for defamation based on publications of negative online reviews and court filings on Google Reviews and Yelp by DS. ESH bears the burden of proving:

(1) The defamatory character of the communication. (2) Its publication by the defendant. (3) Its application to the plaintiff. (4) The understanding by the recipient of its defamatory meaning. (5) The understanding by the recipient of it as intended to be applied to the plaintiff. (6) Special harm resulting to the plaintiff from its publication. (7) Abuse of a conditionally privileged occasion.

42 Pa.C.S. § 8343(a).

The Pennsylvania Supreme Court discussing defamation has stated that “. . . consistent with the federal High Court's requirement, in Pennsylvania, when

private figure plaintiffs establish liability based on negligence, recovery is restricted to compensation for actual injury, thus eliminating the specters of presumed and punitive damages in this regard.” Joseph v. Scranton Times L.P., 129 A.3d 404 (Pa. 2015) (citing Norton v. Glenn, 860 A.2d 48, 55-56 (Pa. 2004); Restatement (Second) of Torts § 621).

ESH did not establish any actual damages – namely, no witnesses testified as to a loss of business as a result of the alleged defamatory statements by DS. To establish reputational loss, “It is not enough that the victim . . . be embarrassed or annoyed, he must have suffered the kind of harm which has grievously fractured his standing in the community of respectable society.” Tucker v. Phila. Daily News, 848 A.2d 113, 124 (Pa. 2004). No witnesses testified to reputational loss of ESH -- rather ESH asked this court to presume such loss based on the postings. Such presumption is not allowed pursuant to Joseph, supra. In addition, this court is not inclined to find that one bad review among a litany of positive reviews is likely to have a material negative impact on the reputation of ESH. Accordingly, judgment is entered in favor of DS on this count.

BY THE COURT:

/s/ **BRET M. BINDER, J.**

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

AUDIT LIST
ACCOUNTS LISTED FOR AUDIT ON
WEDNESDAY, SEPTEMBER 1, 2021
Courtroom 12 at 9:00 A.M. PREVAILING TIME

THE HONORABLE BRET BINDER

ESTATE OF MARY E. WOODWARD, DECEASED

1515-0089

FIRST AND FINAL ACCOUNTING
OF: TRUIST BANK FORMALY BB&T, EXECUTOR

ATTORNEY(S):
PETER J. BIETZ, ESQUIRE

IN RE: JOHN A. SCHORN

1520-0549

AMENDED AND RESTATED FIRST AND FINAL ACCOUNT
OF: JAMES J. SCHORN, TRUSTEE

ATTORNEY(S):
CHRISTOPHER L TURNER, ESQUIRE

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.

CHANGE OF NAME NOTICE

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

LAW NO. 2021-06364-NC

NOTICE IS HEREBY GIVEN that the name change petition of Rajkumar Vaiyaburi on behalf of minor child Anamika Rajkumar was filed in the above-named court and will be heard on Monday, September 27, 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: Tuesday, August 10, 2021 Name to be changed from: Anamika Rajkumar to: Aruvi Rajkumar Any person interested may appear and show cause, if any they have, why the prayer of the said petitioner should not be granted.

CORPORATION NOTICE

NOTICE is hereby given that the Certificate of Organization has been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purpose of obtaining the Certificate of Organization pursuant to the provisions of the Business Corporation Law of 1988, 15 Pa. C.S. Section 8913.

The name of the corporation is: **The Grisillo Family Law Center of Doylestown, LLC** and the Certificate of Organization was filed on: July 14, 2021.

The purpose or purposes for which it was organized are: The limited liability company shall have unlimited power to engage in and do any lawful

act concerning any or all lawful business for which corporation may be incorporated under the Pennsylvania Business Corporation Law, as amended.

CORPORATION NOTICE

NOTICE is hereby given that the Certificate of Organization has been filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, for the purpose of obtaining the Certificate of Organization pursuant to the provisions of the Business Corporation Law of 1988, 15 Pa. C.S. Section 8913.

The name of the corporation is: **Fattoush, LLC** and the Certificate of Organization was filed on: July 1, 2021.

The purpose or purposes for which it was organized are: The limited liability company shall have unlimited power to engage in and do any lawful act concerning any or all lawful business for which corporation may be incorporated under the Pennsylvania Business Corporation Law, as amended.

CORPORATION NOTICE**Norris Hills GP Inc .**

has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988.

Capstone Law LLC 1760 Market Street
Suite 1200
Philadelphia, PA 19103

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

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, Executor. **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, Parkersburg, PA 19365, Executor. **JANIS M. SMITH**, Esquire, Janis M. Smith, Attorney at Law, 4203 West Lincoln Highway, Parkersburg, 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, Executor. **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 19312, 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 Bradley 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.

2nd 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. Lewis 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'Innocenzo, 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.

3rd Publication

BOYLE, JR., Michael Francis, late of London Grove Township. John Ball, care of WILLIAM B. COOPER, III, Esquire, P.O. Box 673, Exton, PA 19341, Executor. WILLIAM B. COOPER, III, Esquire, Fox Rothschild LLP, P.O. Box 673, Exton, PA 19341, atty.

FARKAS, Iona M., late of Oxford. Madeleine M. Henry, 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.

FARLEY, James Francis, late of West Chester. Thomas Farley, 136 Baker Rd., Coatesville, PA 19320, Executor.

FINDLEY, James S., late of Parkesburg. Tiera J. Wiest, 4 Carriage Lane, Ephrata, PA 17522, Executrix. ELIZABETH A. BARTLOW, Esquire, Law Office of Elizabeth A. Bartlow, 8 N. Queen Street, Suite 700-H, Lancaster, PA 17603, atty.

FRAWLEY, Richard John, late of Kennett Square. Michael William Frawley, 207 Mountain St., Philadelphia, PA 19148, Administrator. ROBERT W. HERSHMAN, Esquire, 6 E. Hinckley Avenue, Ridley Park, PA 19078, atty.

HEIN, Franklin Albert, late of Phoenixville. Jeanne Brostowicz, 38 Rossiter Avenue, Phoenixville, PA 19460, and Joni Buckwalter, 36 Rossiter Avenue, Phoenixville, PA 19460, Executors.

HUDECHECK, Jeanne E., a/k/a Jeanne Ellen Hudechek and Jeanne Hudecheck, late of Penn Township. Ronald K. Hudecheck, care of MICHAEL J. MATTSON, Esquire, 1 N. Ormond Ave. - Office, Havertown, PA 19083, Executor. MICHAEL J. MATTSON, Esquire, Mattson Law Associates, P.C., 1 N. Ormond Ave. - Office, Havertown, PA 19083, atty.

IBACH, Evelyn M., late of North Coventry Township. Deborah A. Ibach, 67 W. Schuylkill Rd., Pottstown, PA 19565, Administrator. ROBERT R. KREITZ, Esquire, 1210 Broadcasting Rd., Ste 103, Wyomissing, PA 19610, atty.

KELLY, Mary, late of West Chester. Michael Kelly, 207 Shore Line Drive, Honey Brook, PA 19344, Executor.

KNOWLES, II, Matilda D., a/k/a Matilda Duyckinck Knowles, II, late of North Coventry Township. John F. McIntyre, Jr., Esquire, 103 S. High St., P.O. Box 102, West Chester, PA 19381, Executor.

LABEREE, JR., John Alfred, late of Caln Township. Joy Dempsey, care of THOMAS G. WOLPERT, Esquire, 527 Main St., Royersford, PA 19468, Executrix. THOMAS G. WOLPERT, Esquire, Wolpert Schreiber McDonnell P.C., 527 Main St., Royersford, PA 19468, atty.

LINCavage, SR., Robert Joseph, late of Coatesville City. Felicetta Lincavage, care of NATHAN EGNER, Esquire, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, Administratrix. NATHAN EGNER, Esquire, Davidson & Egner, Radnor Station Two, 290 King of Prussia Rd., Ste. 110, Radnor, PA 19087, atty.

MALLOY, John M., late of Valley Township. RACHEL MALLOY, care of SHANNON McFADDEN, Esquire, P.O. Box 1440, Media, PA 19063, Executor. SHANNON McFADDEN, Esquire, Carroll & Karagelian LLP, P.O. Box 1440, Media, PA 19063, atty.

MARTIN, Harold K., late of West Fallowfield Township. Harry J. McDwyer, care of JANIS M. SMITH, Esquire, 4203 West Lincoln Highway, Parkersburg, PA 19365, Executor. JANIS M. SMITH, Esquire, Janis M. Smith, Attorney At Law, 4203 West Lincoln Highway, Parkersburg, PA 19365, atty.

MODEROW, Ralph David, a/k/a David Moderow, late of East Caln Township. Donald Moderow, care of LISA A. SHEARMAN, Esquire, 375 Morris Rd., P.O. Box 1479, Lansdale, PA 19446-0773, Executor. LISA A. SHEARMAN, Esquire, Hamburg, Rubin, Mullin, Maxwell & Lupin, PC, 375 Morris Rd., P.O. Box 1479, Lansdale, PA 19446-0773, atty.

NWADIORA, JR., Emeka, late of West Bradford Township. Dr. Chika Nwadiora, 512 Drew Avenue, Swarthmore, PA 19081, Administrator. DONALD F. KOHLER, JR., Esquire, 27 South Darlington Street, West Chester, PA 19382, atty.

PALMER, Guy A., late of Elverson. Joan E. Palmer, 100 Bollinger Road, Elverson, PA 19520, Executor. SAMUEL A. GOODLEY, III, Esquire, Sam Goodley Law LLC, 434 West 4th Street, Quarryville, PA 17566, atty.

PICKERING, Emily, late of Charlestown Township. John Pickering, care of EMILY B. PICKERING, Esquire, 1701 Market St., Philadelphia, PA 19103, Executor. EMILY B. PICKERING, Esquire, Morgan, Lewis & Bockius LLP, 1701 Market St., Philadelphia, PA 19103, atty.

SCHROF, William E. J., a/k/a William Ernst Schrof, late of Kennett Township. Robert C. Schrof, care of JOSEPH A. BELLINGHERI, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. JO-

SEPH A. BELLINGHERI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

SPENCE, William R., a/k/a William Rodney Spence, late of West Chester Borough. Beverly S. Transue, care of JOHN F. McINTYRE, JR., Esquire, 103 S. High St., P.O. Box 102, West Chester, PA 19381, Executor. JOHN F. McINTYRE, JR., Esquire, 103 S. High St., P.O. Box 102, West Chester, PA 19381, atty.

TAHAR, Lorraine C., late of East Brandywine Township. Michael A. Tahar, 1041 Hopewell Rd., Downingtown, PA 19335, Executor. GORDON W. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

THOMAS, Valerie Elva, late of Brandywine Township. Craig E Thomas, 6304 W. Cedar Chase Dr., McCordsville, IN 46055, Executor.

THOMPSON, Eugene W., late of Downingtown. Karyn L. Seace, CELA, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, Administratrix. KARYN L. SEACE, CELA, Esquire, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, atty.

VAN VALKENBURG, Ernest S., late of Schuylkill Township. Mary L. Wojnowski, care of ELAINE T. YANDRISEVITS, Esquire, P.O. Box 50, Doylestown, PA 18901, Executrix. ELAINE T. YANDRISEVITS, Esquire, Antheil Maslow & MacMinn, LLP, P.O. Box 50, Doylestown, PA 18901, atty.

WALLER, Verna, a/k/a Verna Waller-Jackson, late of Spring City Borough. Thomas B. Waller, care of LISA J. CAPPOLELLA, Esquire, 1236 East High Street, Pottstown, PA 19464, Executor. LISA J. CAPPOLELLA, Esquire, 1236 East High Street, Pottstown, PA 19464, atty.

WAX, Phyllis, a/k/a Phyllis E. Wax, late of West Chester. Jeanne Grigri, care of SALLY A. FARRELL, Esquire, 985 Old Eagle School Rd., Ste. 516, Wayne, PA 19087, Executrix. SALLY A. FARRELL, Esquire, Reardon and Associates, LLC, 985 Old Eagle School Rd., Ste. 516, Wayne, PA 19087, atty.

FICTITIOUS NAME

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

Notice is hereby given, pursuant to the provisions of Act of Assembly, No. 295, of 1982 effective March 16, 1983, as amended, of filing in the office of the Department of State, of the Commonwealth of PA, at Harrisburg, PA on 8/10/2021, an Application for the conduct of a business in Chester County, PA, under the fictitious name of “**FRANK PARENTI LANDSCAPING.**” The address of the principal office of the business to be carried on through the fictitious name is 37 Holly Hill Ln., Malvern, PA 19355. The name and address of the individual who is party to the registration is: Frank Parenti, 37 Holly Hill Ln., Malvern, PA 19355.

ELENA M. BAYLARIAN, Solicitor
TIMONEY KNOX, LLP
400 Maryland Dr.
P.O. Box 7544
Ft. Washington, PA 19034

FOREIGN QUALIFICATION NOTICE

Notice is hereby given that Laser and Skin Surgery Center of New York Management Corporation, a New York corporation, did file in the Office of the Secretary of the Commonwealth of Pennsylvania, on August 6, 2021, a Foreign Registration Statement under the provisions of the Business Corporation Law of 1988. The principal office of the corporation is located at 92 Lancaster Avenue, Suite 120, Devon, Pennsylvania 19333, and its registered address is at 92 Lancaster Avenue, Suite 120, Devon, Pennsylvania 19333.

BARLEY SNYDER LLP
Attorneys

NONPROFIT CORPORATION NOTICE

NOTICE IS HEREBY GIVEN that an application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purpose of obtaining a charter of a Nonprofit Corporation which was organized under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.

The name of the corporation is **Communities for Combatants, Inc.**

Articles of Incorporation were filed on Tuesday, July 20, 2021

The purpose or purposes for which it was organized are: To engage in the acquisition, development and provision of affordable housing to veterans of the United States armed forces, and for any other lawful purpose within the meaning of Section 501(c)(3) of the Internal Revenue Code and do any lawful acts concerning any and all lawful business for which a corporation may be organized under the laws of the Commonwealth of Pennsylvania.

Michael R. Perna, Esq., Solicitor
Perna & Abracht, LLC
610 Millers Hill PO Box 96
Kennett Square, PA 19348

NONPROFIT CORPORATION NOTICE

NOTICE IS HEREBY GIVEN that an application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purpose of obtaining a charter of a Nonprofit Corporation which was organized under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.

The name of the corporation is **Mosaic Place.**

Articles of Incorporation were filed on Tuesday, June 29, 2021

Donald J. Weiss, Esquire, Solicitor
Donald J. Weiss, Esq., P.C.
6 Dickinson Drive, Suite 110
Chadds Ford, Pennsylvania 19317

NONPROFIT CORPORATION NOTICE

NOTICE IS HEREBY GIVEN that an application was made to the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, for the purpose of obtaining a charter of a Nonprofit Corporation which was organized under the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.

The name of the corporation is **SEPA Alliance of Green Enterprises - SAGE**.

Articles of Incorporation were filed on Thursday, August 12, 2021

The purpose or purposes for which it was organized are: INCORPORATION NOTICE is hereby given in accordance with Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations that Articles of Incorporation – Nonprofit has been filed on August 12, 2021 for SEPA Alliance of Green Enterprises (SAGE) as domestic nonprofit corporation under § 5306. The purpose for SAGE is to provide information and a framework for businesses to be more sustainable and to be recognized for their efforts. It is also a green community to facilitate more rapid inclusion of sustainable practices.

1st 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

1st 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**

MEETING SPACE?

Looking for just the right meeting space? The Chester County Bar Association facilities are utilized on a regular basis for depositions, client meetings and seminars. We have rooms available for rental by the half-day or full day – a conference room, a board room and seminar rooms. We are located just one block from the Courthouse and convenient parking is available. For more information, visit us at www.chescobar.org. To reserve your room, please call 610-692-1889.

SAMPLE AD

Classified Ads for the Chester County Law Reporter ONLY \$.20 per space/character

ASSOCIATE ATTORNEY

LaMonaca Law is seeking associate attorneys to join our expanding main line law firm. Required: minimum of 2 years family law experience, transportation, career oriented, ability to multi-task in a fast paced environment. Send resume and salary requirements to Kristy@LaMonacaLaw.com.