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# LANCASTER BAR ASSOCIATION

## Lancaster Law Review

The Official Legal Periodical of Lancaster County

**Vol. 95**

**LANCASTER, PA SEPTEMBER 17, 2021**

**No. 38**

Am. Builders & Contractors Supply Co., Inc. – No. CI-20-03336 – Brown, J. – April 29, 2021 - Breach of joint check agreement – Preliminary objections - Preliminary objection sustained in action between material supplier and general contractor, asserting breach of joint check agreement, violation of the Contractor and Subcontractor Payment Act (73 P.S. § 501, et seq.), unjust enrichment, and an equitable lien, where subcontractor had not waived the right to pursue payment from general contractor and joinder of subcontractor as a necessary party was required to avoid the potential for duplicative litigation.....207

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# LANCASTER LAW REVIEW

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Reporting the Decisions of the Courts of Lancaster County

OWNED AND PUBLISHED WEEKLY BY

LANCASTER BAR ASSOCIATION

2021

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**LANCASTER BAR ASSOCIATION  
CALENDAR OF EVENTS**

**October Events**

October 12, 2021

**Pennsylvania Superior Court Judges  
CLE and Reception**  
LBA Headquarters

October 15, 2021

**Memorial Services**  
Lancaster County Courthouse --  
Courtroom A  
10:00 am - David Keller  
11:00 am - John 'Jack' Sofilka  
1:00 pm - Jonathan Hofstetter  
2:00 pm - Kirk Wolgemuth

October 21, 2021

**Annual Member Dinner**  
Excelsior

**November Events**

November 4, 2021

**Bridge the Gap**  
LBA Headquarters

November 13, 2021

**Wills for Heroes Event**  
Public Safety Training Center

November 19, 2021

**The Extraordinary Give**

**December Events**

December 9, 2021

**LBA Holiday Party**  
LBA Headquarters

**LANCASTER BAR ASSOCIATION  
CONTINUING LEGAL EDUCATION CALENDAR**

September 27, 2021

**When Agreement is the Goal, Words are the Stepping Stones**

Time: 12:00 p.m. - 1:00 p.m.

Location: LBA Headquarters

1 Substantive Credit

***FREE for LBA members***

Speaker: Sherrie LeuVay, President and Director of Mediation at The Mediation Group of Lancaster County

Description: What is mediation? Why do we mediate? What is the process of mediation? In this CLE we will discuss these questions as well as the role of a professional mediator, the importance of communication, and how a mediator and an attorney can work together to resolve a dispute.

October 7, 2021

**How the New National Labor Relations Board May Affect Business Clients**

Time: 12:00 p.m. - 1:00 p.m.

Location: LBA Headquarters

1 Substantive Credit

Speaker: Joshua Schwartz, Esquire

Description: It's an exciting time in labor relations. With the new administration comes a nearly complete reversal in labor policy, with challenges likely in store to standard business policies and an increased push for unionization. This session will review several recent and likely impending changes that will affect employers under the newly constituted National Labor Relations Board and provide some best practices on how to advise businesses in this new environment.

October 12, 2021

**The Ten Commandments for Appellate Brief Writing and Oral Arguments**

Time: 3:00 p.m. - 4:00 p.m.

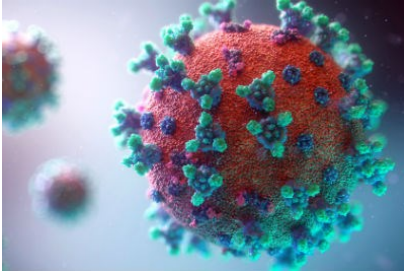
Location: LBA Headquarters

Speakers: Judge Mary Jane Bowes, Judge Judith Ference Olson, and Judge Megan

McCarthy King

1 Substantive Credit

Description: Hear from three Superior Court judges as to the “do’s” and “don’ts” for appellate briefs and oral arguments. Learn what judges like and don’t like in reviewing briefs and hearing arguments and get sound, practical advice as to how to present the best possible appeal on behalf of your clients.



## **Coping with COVID-19?**

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**LANCASTER BAR ASSOCIATION  
LBA UPDATES**

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**Associate Attorney** - Harmon & Davies, P.C., a Lancaster, PA based firm with a national management-side employment law practice is seeking an associate with two to five years of experience. Excellent writing skills and litigation experience required. Competitive salary and benefits. Please submit resume and writing sample to Kimberly Overbaugh at [koverbaugh@h-dlaw.com](mailto:koverbaugh@h-dlaw.com).

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**Attorney** - Established law firm is seeking attorney with experience in estate planning, elder law, estate administration, tax planning, real estate and business law. This is an excellent opportunity for a person who is driven and self-motivated to succeed. Candidates with quick problem-solving capabilities and affable personality are most likely to flourish in this position.

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IN THE COURT OF COMMON PLEAS  
LANCASTER COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

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No. CI-20-03336

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AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC.,  
Plaintiff,

v.

HIGH CONSTRUCTION, INC. d/b/a HIGH CONSTRUCTION  
COMPANY, an Affiliate of HIGH REAL ESTATE GROUP, LLC,  
Defendant.

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**OPINION**

The matters before the court are the preliminary objections of Defendant, High Construction, Inc. (hereinafter “HCC”) to the amended complaint of Plaintiff, American Builders & Contractors Supply Co., Inc. (hereinafter “ABC”). Both parties have timely filed their briefs in support of and opposition to the objections and the matter is ripe for review. For the reasons stated below, the preliminary objections concerning failure of the pleading to conform to law or rule of court, insufficient specificity, legal insufficiency, and nonjoinder of an indispensable party are overruled. The preliminary objection as to nonjoinder of a necessary party is sustained.

**I. FACTS AND PROCEDURAL HISTORY**

This case arises from a construction project known as The Reserve at Greenfield a/k/a Pitney Road Apartments, a five-story apartment building located at 357 Pitney Road in Lancaster, Pennsylvania (the “Project”). Amended Complaint, ¶¶ 5,6. HCC served as the general contractor for the Project. Preliminary Objections, ¶ 8. A company called Above All Construction (“Above All”) was a subcontractor to HCC. Preliminary Objections, ¶ 8. ABC avers that it supplied the Project with goods and materials valued at \$358,619.67 which were incorporated into the construction. Amended Complaint, ¶ 8.

During March of 2017, HCC, Above All and ABC entered into a Joint Check Agreement whereby HCC agreed to deliver joint checks to Above All and ABC for materials provided by ABC specifically for the Project, up to \$205,000. Amended Complaint, ¶¶ 4, 5; Exhibit “A”. ABC claims that after issuing joint checks to Above All and ABC for \$189,251.20, HCC failed and refused to pay the remaining balance due under the Joint Check Agreement. Amended Complaint, ¶¶ 18-19. ABC further alleges that HCC required Above All to perform extra work on the Project, for which ABC furnished additional materials, and HCC has failed to pay either Above All or ABC for those goods. Amended Complaint, ¶¶ 28-33, 60-62; Answer to Preliminary Objections, ¶ 16.

ABC filed the initial Complaint against HCC on April 23, 2020. On July 24, 2020, ABC filed an Amended Complaint seeking recovery from HCC under theories of breach of contract, unjust enrichment, violation of the Contractor and Subcontractor Payment Act, 73 P.S. Section 501, *et seq.* (“CASPA”), and an equitable lien. HCC was served with the Amended Complaint on July 27, 2020. On August 13, 2020, HCC timely filed Preliminary Objections to the Amended Complaint. Specifically, HCC objected to the breach of contract claim contained in Count I on the grounds of failure to comply with rule or law, insufficient specificity, and legal insufficiency. HCC objected to the claims of unjust enrichment in Count II and violation of CASPA in Count III on the grounds of insufficient specificity and legal insufficiency. Finally, HCC objected to all counts for failure to join Above All as a necessary or indispensable party.

On August 17, 2021, this court issued an Order/Rule to Show Cause directing ABC to file an answer to the preliminary objections within 20 days of service. The Order further provided that discovery shall be completed within 45 days of service of the answer and the preliminary objections would be decided pursuant to Pa. R.C.P. No. 206.7. ABC timely filed an Answer to Defendant’s Preliminary Objections on August 31, 2020.

On November 4, 2020, HCC filed a brief in support of preliminary objections and a corresponding appendix of exhibits.<sup>1</sup> ABC filed a brief in opposition to preliminary objections and a corresponding appendix of exhibits<sup>2</sup> on November 12, 2020. On November 19, 2020, HCC filed a reply brief contemporaneously with an appendix of exhibits<sup>3</sup> and a Praecipe for Oral Argument.

## II. DISCUSSION

*A. Objections to Count I (breach of contract) for failure to conform to law or rule of court (Pa. R.C.P. No. 1028(a)(2)), insufficient specificity (Pa. R.C.P. No. 1028(a)(3)), and legal insufficiency (Pa. R.C.P. No. 1028(a)(4))*

### **Pa. R.C.P. No. 1028(a)(2)—Failure to Conform to Law or Rule of Court**

A party may file preliminary objections on the grounds of failure of a pleading to conform to law or rule of court. *See* Pa. R.C.P. No. 1028(a)(2). When a claim or defense is based upon an agreement, the Pennsylvania Rules of Civil Procedure require the pleading to state whether the agreement is oral or written. Pa. R.C.P. No. 1019(h). If the agreement is in writing, the pleader must attach a copy of the writing to the pleading when the writing is accessible to the pleader. Pa. R.C.P. No. 1019(i).

ABC’s complaint alleges the existence of a written agreement.

<sup>1</sup> HCC’s appendix of exhibits filed November 4, 2020 contained copies of the request for production of documents sent by HCC to ABC (Exhibit A), ABC’s response (Exhibit B), and the subcontract agreement between HCC and Above All (Exhibit C).

<sup>2</sup> ABC’s appendix of exhibits filed November 12, 2020 included an undated, unnotarized affidavit of Chris Vidro, owner of Above All (Exhibit A) and a letter sent from ABC’s counsel to counsel representing HCC on November 2, 2020 regarding discovery issues (Exhibit B).

<sup>3</sup> HCC’s appendix of exhibits filed November 19, 2020 contained copies of HCC’s interrogatories to ABC (Exhibit D) and ABC’s response thereto (Exhibit E).

(Amended Complaint, ¶ 4). ABC attached the writing upon which the claim is based, the Joint Check Agreement, and the invoices showing ABC furnished materials to the Project. ABC's claim is not based upon documents relating to the requirements of the Joint Check Agreement as ABC claims these requirements were waived by HCC. Therefore, the failure to attach such other documents does not violate Rule 1019(i).

"In pleading the performance or occurrence of conditions precedent, it is sufficient to aver generally that all conditions have been performed or have occurred." Pa. R.C.P. No. 1019(c). In compliance with Pa. R.C.P. No. 1019(c), ABC averred that all conditions precedent to ABC receiving full payment were met or waived by HCC. Amended Complaint, ¶ 14. Thus, the preliminary objection to Count I for failure to conform to law or rule of court is overruled.

**Pa.R.C.P. No. 1028(a)(3)—Insufficient Specificity**

Preliminary objections may also be filed for insufficient specificity in a pleading. Pa.R.C.P. 1028(a)(3).

The pertinent question under Rule 1028(a)(3) is "whether the complaint is sufficiently clear to enable the defendant to prepare his defense," or "whether the plaintiff's complaint informs the defendant with accuracy and completeness of the specific basis on which recovery is sought so that he may know without question upon what grounds to make his defense."

*Rambo v. Greene*, 906 A.2d 1232, 1236 (Pa. Super. 2006) (quoting *Am lung v. City of Chester*, 302 A.2d 491, 498 n.36 (Pa. Super. 1973)). Defendant need only be on notice of the facts which he has to refute. *Line Lexington Lumber & Millwork Co. v. Pa. Publ'g Corp.*, 301 A.2d 684, 689 (Pa. 1973).

In the instant case, ABC attached numerous invoices to the Amended Complaint documenting that it delivered \$358,619.67 worth of materials to the Project. The invoices list each item with a specific item number, item description, unit price and quantity. The itemized invoices provide ample description of the goods to enable a party familiar with building materials to identify them in order to determine whether the materials were incorporated into the project. To the extent that HCC is unable to determine the nature of the materials reflected in the invoices, a catalog of materials sold by ABC can be obtained through discovery. The pleading is sufficiently clear to give HCC fair notice of ABC's claim and a summary of the material facts which support it. See *Yacoub v. Lehigh Valley Medical Associates, P.C.*, 805 A.2d 579, 588 (Pa. Super. 2002), appeal denied, 825 A.2d 639 (Pa. 2003). Therefore, the preliminary objection to Count I based on Pa. R.C.P. No. 1028(a)(3) for insufficient specificity is overruled.

**Pa. R.C.P. No. 1028(a)(4)—Legal Insufficiency**

Preliminary objections may be filed for "legal insufficiency of a pleading (demurrer)." Pa. R.C.P. No. 1028(a)(4). "For the purpose of testing the legal sufficiency of the challenged pleading a preliminary objection in the nature of a demurrer admits as true all well-pleaded,

material, relevant facts, and every inference fairly deducible from those facts.” *Cty. of Allegheny v. Commonwealth*, 490 A.2d 402, 408 (Pa. 1985) (citations omitted). “In order to sustain Preliminary Objections in the nature of a demurrer, it must appear certain that upon the factual averments and all inferences fairly deducible therefrom, the law will not permit recovery by the plaintiff.” *Halliday v. Beltz*, 514 A.2d 906, 908 (Pa. Super. 1986). If doubt exists as to whether a demurrer should be sustained, it should be resolved in favor of overruling it. *Toney v. Chester County Hosp.*, 961 A.2d 192, 197 (Pa. Super. 2008).

HCC alleges that Count I fails to set forth necessary material facts to establish a claim for breach of contract founded on the Joint Check Agreement as ABC does not allege that it submitted the documentation required under the agreement or specify when the agreement’s various conditions were fulfilled. HCC also alleges that Count I fails to establish what materials were delivered to the Project, when they were delivered, and whether the materials were incorporated into the construction. HCC further alleges that ABC’s claim is based upon an agreement between ABC and Above All, but does not allege whether this agreement was oral or written and, if written, the agreement is not attached to the pleading.

ABC’s breach of contract claim founded on the Joint Check Agreement is not based on ABC’s agreement with Above All, but on HCC’s promise to pay for materials ABC provided for the Project. The dated invoices attached to the Amended Complaint describe the materials furnished by ABC to the Project and the manner of delivery. ABC specifically alleges that all conditions precedent to ABC receiving payment from HCC pursuant to the Joint Check Agreement have been performed, occurred or waived by HCC. The Amended Complaint alleges necessary facts to establish a claim for breach of contract.

Furthermore, ABC argues that HCC has conclusively admitted facts establishing ABC’s breach of contract claim as alleged in ABC’s Answer to HCC’s Preliminary Objections by failing to disprove them through depositions during discovery. For the reasons that follow, the factual averments contained in ABC’s Answer to HCC’s Preliminary Objections are deemed admitted, pursuant to Rule 206.7(c).

On August 17, 2020, the court issued a rule to show cause providing that the Preliminary Objections would be decided under Pa. R.C.P. No. 206.7. The Rule provides, in relevant part:

(c) If an answer is filed raising disputed issues of material fact, the petitioner may take depositions on those issues, or such other discovery as the court allows, within the time set forth in the order of the court. If the petitioner does not do so, the petition shall be decided on petition and answer and all averments of fact responsive to the petition and properly pleaded in the answer shall be deemed admitted for the purpose of this subdivision.

(d) The respondent may take depositions, or such other

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discovery as the court allows.

Pa. R.C.P. No. 206.7. HCC was given a period of 45 days from the service of ABC's answer to complete discovery. ABC filed an answer on August 31, 2020 specifically denying all material facts set forth in HCC's Preliminary Objections, thus raising disputed issues of material fact and triggering the application of Pa.R.C.P. 206.7(c).

"As Rule 206.7 makes clear, the burden of proof with respect to disputed issues of material fact rests with the petitioner, since if the petitioner fails to present evidence, the trial court must accept as true the allegations of fact in the respondent's answer." *Sisson v. Stanley*, 109 A.3d 265, 279 (Pa. Super. 2015) (Donohue, J., dissenting) (citations omitted); *See McCoy v. Mahoney*, 820 A.2d 736, 738 (Pa. Super. 2003). Although ABC was entitled to take depositions or conduct other discovery pursuant to Pa.R.C.P. 206.7(d), it was not required to do so. As the petitioner, HCC bore the burden of disproving the factual averments contained in ABC's answer to HCC's preliminary objections. In order to avoid ABC's factual averments being deemed as true for purposes of determining the preliminary objections, HCC was required to engage in discovery.

Neither the court's order nor Rule 206.7(c) required that the discovery pursued by HCC take the form of depositions; however, HCC was required to engage in meaningful discovery in order to avoid a technical admission of the factual assertions in ABC's answer pursuant to Rule 206.7(c). In the instant case, HCC sent ABC a request for the production of documents and interrogatories. HCC claims that ABC did not adequately respond to these discovery requests. Nevertheless, HCC did not file a motion to compel ABC to respond, nor request additional time to complete discovery. "In the absence of a motion to compel, the trial court has no particular reason to believe that a party is anything other than satisfied with the way the discovery process is proceeding." *De Lage Landen Services, Inc. v. Urban Partnership, LLC*, 903 A.2d 586, 592 (Pa. Super. 2006).

HCC could have noticed the depositions of representatives of ABC or Above All to gather evidence to counter ABC's claims; however, HCC failed to do so. Instead, on November 19, 2020, HCC filed a praecipe for oral argument on its Preliminary Objections, effectively notifying the court that it believed the matter was ripe for decision. *See McCoy v. Mahoney*, 820 A.2d 736, 738 (Pa. Super. 2003). At the end of the 45-day window for discovery, HCC presented no evidence to counter the factual assertions contained in ABC's Answer to HCC's Preliminary Objections.<sup>4</sup>

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<sup>4</sup> Specifically, HCC presented no evidence to refute the following: ABC supplied materials to the project in reliance on HCC's promise to pay for the materials by joint check (Answer to Defendant's Preliminary Objections, 8/31/20, ¶ 8); all conditions precedent to ABC receiving payment pursuant to the Joint Check Agreement have been performed or occurred, or have been waived by HCC (*Id.* at ¶¶ 12-14, 26-32); HCC paid \$189,251.20 in joint checks without requiring strict compliance with the joint check agreement (*Id.* at ¶ 33); ABC is owed the principal sum of \$15,748.80 under the joint check agreement (*Id.* at ¶ 17); Above All was required to perform additional work that required it to purchase additional materials and ABC reasonably expected HCC to fairly pay Above All for the extra work required (*Id.* at ¶ 16); ABC's invoices adequately describe the materials that were delivered to the project (*Id.* at ¶¶ 49, 74); everything delivered to the project was necessary for the performance of Above All's scope of work (*Id.* at ¶ 51); HCC obtained \$153,619.67 of materials from ABC and has paid no one for the materials (*Id.* at ¶¶ 76, 77); Above All was unable to pay ABC directly because HCC failed to pay for the extra work demanded (*Id.* at ¶ 89); Above All has no interest in ABC's claims against HCC (*Id.* at ¶ 93); and Above All does not dispute ABC's claims (*Id.* at ¶¶ 94-95, 99).

Because HCC failed to take advantage of various means of obtaining the information it needed in order to carry its burden, HCC failed to engage in meaningful discovery. Pursuant to Pa.R.C.P. 206.7(c), the trial court can determine the Preliminary Objections the basis of the pleadings, with the factual averments of the answer deemed admitted.

For the reasons above, preliminary objections to Count I based on Pa. R.C.P. Nos. 1028(a)(2), 1028(a)(3), and 1028(a)(4) are overruled.

*B. Objection to Count III (CASPA violation) pursuant to Pa.R.C.P. 1028(a)(3) and Pa.R.C.P. 1028(a)(4)*

The Contractor and Subcontractor Payment Act, (“CASPA”) is a comprehensive statute enacted to cure abuses within the building industry involving payments due from owners to contractors, contractors to subcontractors, and subcontractors to other subcontractors. *Zimmerman v. Harrisburg Fudd I, L.P.*, 984 A.2d 497, 500 (Pa. Super. 2009). Its underlying purpose is to protect contractors and subcontractors and to encourage fair dealing among parties to a construction contract. *Id.* at 500-01 (citation omitted). CASPA is a remedial statute, and courts must accord it a liberal construction to achieve its objects and promote justice. *Lomas v. Kravitz*, 130 A.3d 107, 131 (Pa. Super. 2015).

By its terms, CASPA applies to construction contracts. 73 P.S. § 515. A construction contract is an agreement, whether written or oral, to perform work on any real property located within this Commonwealth. 73 P.S. § 502.

CASPA defines a “contractor” as “a person authorized or engaged by an owner to improve real property.” 73 P.S. § 502. A “subcontractor” is “a person who has contracted to furnish labor or materials to, or has performed labor for, a contractor or another subcontractor in connection with a contract to improve real property.” 73 P.S. § 502. To “improve” real property is “to design, effect, alter, provide professional or skilled services, repair or demolish any improvement upon, connected with or on or beneath the surface of any real property, to excavate, clear, grade, fill or landscape any real property, to construct driveways and private roadways, to furnish materials, including trees and shrubbery for any of these purposes, or to perform any labor upon improvements.” 73 P.S. § 502 (emphasis added). The plain language of CASPA does not restrict the definition of a “subcontractor” to one who is a party to the principal contract; furnishing labor or materials in connection with a contract to improve real property is sufficient.

The Joint Check Agreement executed by HCC, Above All, and ABC unambiguously provides: “High Construction Company (“HCC”) will make joint payments to Above All Construction (subcontractor) and ABC Supply Co., Inc. (Joint Party) for materials (and labor) provided by Joint Party specifically for this project.” Under these circumstances, ABC is a “subcontractor” to HCC as defined by CASPA: “a person who has contracted to furnish materials to a contractor or another subcontractor in connection with a contract to improve real property.” 73 P.S. § 502.



Furthermore, a joint check agreement between a general contractor, a subcontractor, and a materials supplier can create a direct contract between the general contractor and material supplier. *Diener Brick Co. v. Mastro Masonry Contractor*, 885 A.2d 1034, 1039 (Pa. Super. 2005). In *Glen-Gery Corp. v. Warfel Construction Co.*, 734 A.2d 926 (Pa. Super. 1999), the Superior Court examined a joint check agreement containing similar language and held that the joint check agreement gave rise to a contractual duty on behalf of the contractor to pay the material supplier. *Id.* at 931. In executing the joint check agreement, the general contractor and subcontractor agreed to modify a subcontract provision providing that the subcontractor ensure its suppliers were paid, creating a direct duty on the part of the contractor to pay the supplier for the materials provided for the project. *Id.* at 930.

Similarly, in the instant case, the Subcontract Agreement between HCC and Above All contained provisions requiring Above All to ensure that its suppliers were paid. (Defendant's Appendix of Exhibits, 11/4/20, Exhibit C, ¶ 11.9). The Subcontract Agreement also provided that "[a]t its sole discretion, Contractor may elect to make joint payments to Subcontractor and its second-tier suppliers or subcontractors." (Defendant's Appendix of Exhibits, 11/4/20, Exhibit C, ¶ 12.2). The Joint Check Agreement provides that payment is to be made per the terms of the Subcontract Agreement. In executing the Joint Check Agreement, HCC and Above All agreed to modify the payment provisions of the Subcontract Agreement to allow for joint payments to ABC.

Section 507 provides that "performance by a subcontractor in accordance with the provisions of the construction contract shall entitle the subcontractor to payment from the party with whom the subcontractor has contracted." 73 P.S. § 507(a). The Subcontract Agreement is clearly a "construction contract" under CASPA: "an agreement, whether written or oral, to perform work on any real property located within this Commonwealth." 73 P.S. § 502. CASPA liability lies against contracting parties only. *Scungio Borst & Assocs. v. 410 Shurs Lane Developers, LLC*, 106 A.3d 103, 109 (2014), *aff'd*, 146 A.3d 232 (2016). "One must first establish a contractual right to payment pursuant to either a written or oral contract, and breach of that contract, in order to be entitled to CASPA relief." *Id.*

The Joint Check Agreement is an agreement to furnish materials to be incorporated into improvements upon real property located within the Commonwealth. Under the Joint Check Agreement, ABC was a subcontractor to HCC who performed work by delivering the materials to be used in the project. Per the Joint Check Agreement, upon performance in accordance with the provisions of the construction contract, *i.e. per the requirements of the Subcontract Agreement, ABC was entitled to payment from HCC, the party with whom it had contracted.* Thus, CASPA's provisions are applicable to the Joint Check Agreement.<sup>5</sup>

<sup>5</sup> *Reco Equip. v. John T. Subrick Contracting*, 780 A.2d 684 (Pa. Super. 2001), is distinguishable from the case at bar. That case involved a rental agreement between a subcontractor and an equipment lessor for the temporary furnishing of equipment. *Id.* at 685. The Superior Court found that the rental agreement was not a construction contract as contemplated by CASPA. The case *sub judice* involves a fundamentally different scenario: the furnishing of building materials to be incorporated into permanent improvements on real property. The language of Section 502 clearly covers the furnishing of materials in connection with a construction contract. Furthermore, in *Reco*, there was nothing in the rental agreement to indicate that

For the reasons cited above, the preliminary objections to Count III for insufficient specificity and legal insufficiency are overruled.

*C. Objection to Count II (unjust enrichment) pursuant to Pa.R.C.P. 1028(a)(3) and Pa.R.C.P. 1028(a)(4)*

A cause of action for unjust enrichment only arises when a transaction of the parties not otherwise governed by an express contract confers a benefit on the defendant to the plaintiff's detriment without any corresponding exchange of value. *Villoresi v. Femminella*, 856 A.2d 78, 84 (Pa. Super. 2004), *appeal denied*, 872 A.2d 1200 (Pa. 2005). The applicability of the doctrine of unjust enrichment depends on the particular factual circumstances of the case at issue. *Mitchell v. Moore*, 729 A.2d 1200, 1203-1204 (Pa. Super. 1999), *appeal denied*, 751 A.2d 192 (Pa. 2000). "The focus is not on the intention of the parties, but rather on whether the defendant has been unjustly enriched." *Id.* at 1204. To sustain an unjust enrichment claim, the claimant must show that the party against whom recovery is sought wrongfully secured or passively received a benefit that it would be unconscionable for him to retain. *Torchia on Behalf of Torchia v. Torchia*, 499 A.2d 581, 582 (1985) (citation omitted). A subcontractor can recover under a theory of unjust enrichment when it performs work outside the coverage of the parties' contractual provisions. *Ruthrauff, Inc. v. Ravin, Inc.*, 914 A.2d 880, 893-94 (Pa. Super. 2006), *appeal denied*, 962 A.2d 1197 (Pa. 2008).

In the instant case, ABC alleges the Joint Check Agreement was a contract for HCC to issue joint checks to ABC for up to \$205,000 in materials furnished to the Project. ABC alleges that it delivered an additional \$153,619.67 in materials to the Project for extra work demanded by HCC in good faith expectation of payment despite having no written contract concerning the additional materials. ABC claims that HCC obtained the benefit of the materials furnished by ABC but has not paid anyone for them. Accepting ABC's allegations as true, it would be unconscionable for HCC to retain the benefit of the goods provided by ABC on the basis that the additional sales transactions were not covered by an express contract between the parties.

For the reasons cited above, the preliminary objections to Count II for insufficient specificity and legal insufficiency are overruled.

*D. Objection to all counts pursuant to Pa. R.C.P. 1028(a)(1), Pa. R.C.P. 1028(a)(5) and Pa. R.C.P. 1032(b)*

A party may file preliminary objections on the grounds of lack of jurisdiction over the subject matter of the action pursuant to Pa.R.C.P. No. 1028(a)(1) or failure to join a necessary party pursuant to Pa.R.C.P. 1028(a)(5)).

The absence of an indispensable party renders any decree or order in the matter void for lack of jurisdiction. *Hubert v. Greenwald*, 743

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the parties conditioned payment in accordance with the payment terms of the construction contract. *Id.* at 687-88. Here, HCC and ABC executed a joint check agreement that explicitly made payments per the terms of the construction contract between HCC and Above All.



A.2d 977, 980 (Pa. Super. 1999), *appeal denied*, 760 A.2d 854 (Pa. 2000) (citing *Cry, Inc. v. Mill Serv.*, 640 A.2d 372 (Pa. 1994)). “An indispensable party is one whose rights or interests are so pervasively connected with the claims of the litigants that no relief can be granted without infringing on those rights or interests.” *Id.* at 979-80. In determining whether a party is indispensable, the court should consider whether absent parties have a right or interest related to the claim, the nature of that right or interest, whether the right or interest is essential to the merits of the issue and whether justice can be afforded without violating the due process rights of absent parties. *Id.* at 980. “The basic inquiry in determining whether a party is indispensable concerns whether justice can be done in the absence of a third party.” *Id.* Whenever it appears that there has been a failure to join an indispensable party, the court shall order that the indispensable party be joined, but if that is not possible, then it shall dismiss the action. See Pa. R.C.P. No. 1032(b).

In the case *sub judice*, ABC asserts claims for breach of contract and violation of CASPA (Counts I and III) directly against HCC. ABC does not allege that Above All has breached its duty to pay ABC for the materials provided to the project. Instead, ABC alleges that HCC had a separate contractual duty to pay ABC. ABC claims that its unjust enrichment claim (Count II) is directly against HCC as it obtained the benefit of materials from ABC that were incorporated into the Project and HCC never paid ABC or Above All for these materials. Finally, ABC asserts an equitable lien in Count IV, claiming that HCC is holding funds owed under its Subcontract Agreement with Above All which exceed the sums due ABC and that Above All has no interest in ABC’s claim for payment.

The court must first consider whether the absent party has an interest related to ABC’s claim and the nature of that interest. Above All has a right to payment from HCC for the materials and labor provided pursuant to the Subcontract Agreement. In as much as this right concerns payment for the materials furnished by ABC, this is the same right asserted by ABC. The nature of Above All’s interest is that of an obligor. Above All has an interest in receiving payment from HCC for the materials incorporated into the construction in Above All’s scope of work; under CASPA, Above All is required to timely pay ABC once it is paid by HCC.

Above All’s interest is not essential to the merits of ABC’s claim for breach of contract or unjust enrichment. As explained above, a joint check agreement can create a direct duty on behalf of a contractor to pay the material supplier. Under the circumstances presented, ABC is not required to prove that it was entitled to payment from Above All in order to be entitled to receive payments from HCC. Above All was not obligated to pay ABC under the Joint Check Agreement that serves as the basis for ABC’s breach of contract claim against HCC.

Moreover, ABC does not claim that Above All breached its duty to pay ABC or retained any benefit from the materials furnished by ABC for the Project. ABC alleges that Above All was prevented from paying for the additional materials furnished by ABC because HCC failed to pay

Above All and that Above All does not dispute the balance owed to ABC. Thus, a full airing of Above All's defenses to ABC's claim is not essential to the merits of ABC's claim against HCC.

Turning to whether justice can be afforded without violating the rights of the absent party, HCC admits that a judgment in this case would have no res judicata effect on Above All. A judgment against ABC in this case would not foreclose Above All from asserting claims against HCC or defenses against ABC in another proceeding. A determination of whether HCC breached a duty to pay ABC pursuant to the Joint Check Agreement would not subject Above All to conflicting obligations or affect Above All's right to receive payments from HCC for its scope of work under the Subcontract Agreement. A determination of ABC's unjust enrichment claim against HCC would have no practical effect on Above All as Above All has no interest in payment for materials that were furnished and incorporated into the Project for HCC's benefit apart from its own obligation to pay ABC for the materials upon receipt of payment by HCC.

Furthermore, HCC's reliance on the existence of a "fund" created by the lump-sum contract between HCC and Above All is misplaced. ABC alleges that Above All was required to perform additional work for which it was entitled to additional compensation. Thus, HCC has not established that the contract "cap" set the ceiling of potential recovery available to Above All. In consideration of the factors above, the Court finds that Above All is not an indispensable party. Therefore, the preliminary objection based on Pa. R.C.P. No. 1028(a)(1) and Pa. R.C.P. 1032(b) is overruled.

A necessary party is one "whose presence, while not indispensable, is essential if the court is to resolve completely a controversy and to render complete relief." *Pennsylvania Human Relations Commission v. Sch. Dist. of Philadelphia*, 651 A.2d 177, 184 (Pa. Commw. Ct. 1993). Joinder of a necessary party may be warranted to avoid multiple lawsuits and conserve judicial resources. See *Emerald Enterprises, Ltd. v. Upper Mount Bethel Township*, 39 Pa. D. & C. 3d 536 (Northampton Cty. 1985).

ABC represents in its Brief in Opposition to Defendant's Preliminary Objections that upon receipt of the \$169,368.30 alleged to be owing, ABC and Above All will sign appropriate lien waivers. Nevertheless, at present, ABC does not contend that Above All has waived its right to pursue payment from HCC under the Subcontract Agreement or otherwise.

ABC claims that Above All is owed funds from HCC under the Subcontract Agreement in excess of the amount due ABC and stakes a claim to a portion of the funds it claims Above All is owed by HCC. ABC further claims that HCC required Above All to perform additional work for which Above All is entitled to additional payment, that ABC provided materials that were incorporated into the project for HCC's benefit, and HCC paid neither ABC nor Above All. ABC's claims are so closely intertwined with any claims Above All may have against HCC to make it necessary to join Above All in this action to completely resolve the

controversy.

Moreover, the invoices attached to the Amended Complaint reflect that ABC sold materials for the Project to Above All. Pursuant to the Subcontract Agreement with HCC, Above All had a duty to pay its suppliers. It is possible that the fact-finder may determine that HCC is not liable to ABC for the unpaid invoices. Provided the statute of limitations has not expired, ABC could initiate a second claim against Above All for breach of contract. Unless Above All is joined as a necessary party in the instant proceeding, there is a potential for duplicative litigation and inefficient use of judicial resources. Therefore, the preliminary objection under Pa. R.C.P. No. 1028(a)(5) for nonjoinder of a necessary party is sustained.

### **III. CONCLUSION**

For the foregoing reasons, the preliminary objections concerning failure of the pleading to conform to law or rule of court, insufficient specificity, legal insufficiency, and failure to join an indispensable party are overruled. The preliminary objection as to nonjoinder of a necessary party is sustained. An appropriate order follows.

BY THE COURT

LEONARD G. BROWN, III, JUDGE

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**ESTATE AND TRUST NOTICES**

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

**FIRST PUBLICATION**

**Albright, Esther D.**, dec'd.

Late of Columbia Borough.

Executors: Valerie Ann Rhoads and Jane Louise Murry c/o 327 Locust Street, Columbia, PA 17512.

Attorney: John F. Markel, Esquire; Nikolaus & Hohenadel, LLP; 327 Locust Street, Columbia, PA 17512.

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**Anton, Charles T. a/k/a Charles Anton**, dec'd.

Late of Warwick Township.

Executor: Mary Jo Anton c/o Law Office of Shawn Pierson, 105 East Oregon Rd., Lititz, PA 17543.

Attorney: Shawn M. Pierson, Esquire.

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**Baker, Doris S.**, dec'd.

Late of West Lampeter Township.

Executrix: Carolyn J. Rhoades c/o Appel Yost & Zee LLP, 33 North Duke Street, Lancaster, PA 17602.

Attorney: Jeffrey P. Ouellet, Esquire.

---

**Buchter, Jackie L.**, dec'd.

Late of Ephrata Borough.

Executrices: Rebecca A. Kulp and Amanda S. Long c/o Gardner and Stevens, P.C., 109 West Main Street, Ephrata, PA 17522.

Attorney: Kurt A. Gardner.

---

**Cavallaro, Nicholas A.**, dec'd.

Late of East Drumore Township.

Executor: Anthony J. Cavallaro c/o Nikolaus & Hohenadel, LLP, 303 West Fourth Street, Quarryville, PA 17566.

Attorney: Jeffrey S. Shank, Esquire.

---

**DeLorme, Deborah Denise**, dec'd.

Late of Manheim Township.

Personal Representative: Matthew Farside c/o Eric Schelin Rothermel, Esquire, 49 North Duke Street, Lancaster, PA 17602.

Attorneys: May, Herr & Grosh, LLP.

---

**Dull, Marie H.**, dec'd.

Late of Manheim Township.

Executors: Kenneth L. Dull and Cynthia K. Mitchell c/o Law Office of James Clark, 277 Millwood Road, Lancaster, PA 17603.

Attorney: James R. Clark.

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**Fahrenbach, Ronald F.**, dec'd.

Late of Paradise Township.

Executor: Randy S. Fahrenbach

c/o Appel Yost & Zee LLP, 33 North Duke Street, Lancaster, PA 17602.

Attorney: Jeffrey P. Ouellet, Esquire.

---

**Fedorko, Stephen J., Sr.**, dec'd.

Late of W. Lampeter Township.

Executor: Mary Helen Fedorko c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.

Attorney: Young and Young.

---

**Ebersol, Susie L.**, dec'd.

The Aaron S. Ebersol and Susie L. Ebersol Revocable Living Trust dated July 26, 2004.

Late of West Earl Township.

Trustee: Maryann R. Fisher c/o David A. Peckman, Peckman Chait LLP, 29 Mainland Road, Harleysville, PA 19438.

Attorney: David A. Peckman.

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**Gehman, Mary Jane a/k/a Mary J. Gehman a/k/a Mary Gehman**, dec'd.

Late of Rapho Township.

Executor: Donn W. Gehman c/o Vance E. Antonacci, Esquire, McNees Wallace & Nurick LLC, 570 Lausch Lane, Suite 200, Lancaster, PA 17601.

Attorney: McNees Wallace & Nurick LLC.

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**Hansen, Dorothy D.**, dec'd.

Late of Eden Township.

Executrix: Deborah Burnham c/o James N. Clymer, Esquire, 408 West Chestnut Street, Lancaster, PA 17603.

Attorney: Clymer Musser & Sarino, PC.

---

**Heisey, Eunice J.**, dec'd.

Late of Penn Township.

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

Attorney: Young and Young.

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**James, Guy H., Jr. a/k/a Guy James a/k/a Guy H. James**, dec'd.

Late of Manheim Township.

Executor: Roy A. Arnold, Jr. c/o Trinity Law, 1681 Kenneth Road, Building 2, York, PA 17408.

Attorney: Patrick J. Schaeffer, Esquire and Laura E. Bayer, Esquire; Trinity Law; 1681 Kenneth Road, Building 2, York, PA 17408.

---

**Keppel, Lucille A.**, dec'd.

Late of Mount Joy Township.

Administrator: Christopher Keppel c/o Andrew S. Rusniak, Esquire, McNees Wallace & Nurick LLC, 570 Lausch Lane, Suite 200, Lancaster, PA 17601.

Attorney: McNees Wallace & Nurick LLC.

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**Kinsey, Walter L. a/k/a Walter L. Kinsey, Jr.**, dec'd.

Late of Elizabethtown.

Executrix: Rosemarie Kinsey c/o Randall K. Miller, Esquire, 659 East Willow Street, Elizabethtown, PA 17022.

Attorney: Randall K. Miller.

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**LaSota, John a/k/a John R. LaSota**, dec'd.

Late of the Borough of Denver.

Executrix: Kathy Lehman c/o Frank J. Skokoski, Esquire, Skokoski & DeCosmo, P.C., 165

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Susquehanna Boulevard, West Hazleton, PA 18202.

Attorney: Frank J. Skokoski, Esquire.

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**Lefever, Nora H.**, dec'd.

Late of Manheim Township.

Executor: Kaye M. Eby c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.

Attorney: Young and Young.

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**Long, Howard Archibald**, dec'd.

Late of Lancaster City.

Executor: Priscilla A. Lopez c/o Scott Alan Mitchell, Esq., Saxton & Stump, LLC, 280 Granite Run Drive, Ste. 300, Lancaster, PA 17601.

Attorney: Saxton & Stump, LLC.

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**McComsey, Donald L.**, dec'd.

Revocable Living Trust of Donald L. McComsey.

Late of West Lampeter Township.

Trustees: Mark McComsey and Dale C. McComsey c/o Law Office of James Clark, 277 Millwood Road, Lancaster, PA 17603.

Attorney: James R. Clark.

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**Patches, Ruth M.**, dec'd.

Late of Manheim Borough.

Executors: Timothy R. Patches and Edward R. Patches c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.

Attorney: Young and Young.

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**Pelanne, Maurice P.**, dec'd.

Late of Warwick Township.

Executor: Steven L. Morganti

c/o Scott Alan Mitchell, Esq., Saxton & Stump, LLC, 280 Granite Run Drive, Ste. 300, Lancaster, PA 17601.

Attorney: Saxton & Stump, LLC.

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**Plank, Robert E., Sr.**, dec'd.

Late of Lancaster City.

Executor: Robert E. Plank, Jr. and Deborah F. Haas c/o Nikolaus & Hohenadel, LLP, 212 North Queen Street, Lancaster, PA 17603.

Attorney: Richard G. Greiner, Esquire.

---

**Rutter, Mary Elaine**, dec'd.

Late of Manheim Township.

Personal Representative: Keith W. Rutter, Executor, c/o Angelo J. Fiorentino, Attorney, P.O. Box 5349, Lancaster, PA 17606.

Attorneys: Gibbel Kraybill & Hess LLP.

---

**Sala, Bienvenido**, dec'd.

Late of Lancaster.

Administratrix: Joana Sala c/o W. Bryan Byler, Byler & Winkle, P.C., 363 West Roseville Road, Lancaster, PA 17603.

Attorney: W. Bryan Byler, Esquire.

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**Sieber, Carole B. a/k/a Carole A. Sieber**, dec'd.

Late of the Township of West Donegal.

Executor: Scott R. Grissinger c/o Nikolaus & Hohenadel, LLP, 222 S. Market Street, Suite 201, Elizabethtown, PA 17022.

Attorney: John M. Smith, Esquire.

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**Smaling, Rose M.**, dec'd.

Late of Columbia Borough.

Executors: Bernadette Funk and James J. Smaling c/o 327 Locust Street, Columbia, PA 17512.

Attorney: John F. Markel, Esquire; Nikolaus & Hohenadel, LLP; 327 Locust Street, Columbia, PA 17512.

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**Tarbet, Oliver J. a/k/a Oliver Junior Tarbet**, dec'd.

Late of the Township of Manheim.

Executor: Robin Young c/o Gible Law Offices, P.C., 126 East Main Street, Lititz, PA 17543.

Attorney: Stephen R. Gible.

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

Late of Caernarvon Township.

Executor: Shirley A. Buchanan c/o Kling and Deibler, LLP, 131 W. Main Street, New Holland, PA 17557.

Attorney: Patrick A. Deibler, Esquire; Kling and Deibler, LLP.

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**Weaver, Doris S.**, dec'd.

Late of the Borough of Millersville.

Executrix: Robin Moore, 120 Oakwood Drive, Weatherford, TX 76086.

Attorney: Richard V. Grimes, Jr., Esquire; Miller Law Group, PLLC; 25 Stevens Avenue, West Lawn, PA 19609.

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**Weaver, Dorothy L.**, dec'd.

Late of Mountville Borough.

Executor: Chester E. Weaver, Jr. c/o 327 Locust Street, Columbia, PA 17512.

Attorney: Michael S. Grab, Es-

quire; Nikolaus & Hohenadel, LLP; 327 Locust Street, Columbia, PA 17512.

---

**Whitman, Bonnie E.**, dec'd.

Late of Ephrata.

Executor: Keith Whitman c/o David W. Crosson, Esq., Crosson Richetti & Daigle, LLC, 609 W. Hamilton St., Suite 210, Allentown, PA 18101.

Attorney: Crosson Richetti & Daigle, LLC; 609 W. Hamilton St., Suite 210, Allentown, PA 18101.

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**SECOND PUBLICATION**

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**Adamire, Martha B.**, dec'd.

Late of Mount Joy Borough.

Executrix: Linda L. Snyder, 1331 Clearview Ave., Lancaster, PA 17601.

Attorney: None.

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**Bitler, Ralph D. a/k/a Ralph D. Bitler, Jr.**, dec'd.

Late of West Earl Township.

Executor: Sara I. Delp and David W. Bitler c/o Kling and Deibler, LLP, 131 W. Main Street, New Holland, PA 17557.

Attorney: Linda Kling, Esquire; Kling and Deibler, LLP.

---

**Bresch, Joseph T. a/k/a Joseph Thomas Bresch**, dec'd.

Late of Lancaster City.

Executor: Dawn Bresch c/o Nikolaus & Hohenadel, LLP, 212 North Queen Street, Lancaster, PA 17603.

Attorney: Barbara Reist Dillon.

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**Camaroto, Beverly C.**, dec'd.

Late of East Hempfield Town-



ship.

Executrix: Angela M. Gray, 731 Webster Hill Road, Lititz, PA 17543.

Attorney: Frank W. Hayes, Esquire; Hayes & Romero; 31 South High Street, West Chester, PA 19382.

---

**Carver, Charles C. a/k/a Charles C. Carver, Jr.,** dec'd.

Late of Manheim Township.

Executrix: Michele S. Carver, 100 Northside Court, Apt. 114, Lititz, PA 17543.

Attorney: R. Joseph Landy, Esquire; Landy & Rossettie, PLLC, Attorneys at Law; 228 Desmond Street, P.O. Box 206, Sayre, PA 18840-0206.

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**Coley, Cynthia A. a/k/a Cynthia Ann Coley,** dec'd.

Late of East Hempfield Township.

Executor: Suzanne M. Coley c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.

Attorney: Young and Young.

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**Demmy, Paul,** dec'd.

Late of Washington Boro.

Administrator: Chris Demmy, 131 North 2nd Street, Bainbridge, PA 17502.

Attorney: None.

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**Dorwart, Edward Charles a/k/a Edward C. Dorwart,** dec'd.

Late of Manheim Township.

Executor: Pamela A. Albright and Todd E. Dorwart c/o Appel Yost & Zee LLP, 33 North Duke Street, Lancaster, PA 17602.

Attorney: Jeffrey P. Ouellet, Es-

quire.

---

**Garrett, Sherrye D.,** dec'd.

Late of E. Petersburg Borough.

Executor: Brendan R. Garrett c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.

Attorney: Young and Young.

---

**Hambleton, Rebecca M.,** dec'd.

Late of East Drumore Township.

Executrix: Kimberly A. Rankin c/o Paterson Law LLC, 2600 Willow Street Pike N, PMB 155, Willow Street, PA 17584.

Attorney: Kim Carter Paterson.

---

**Herr, Jean E.,** dec'd.

Late of Manheim Township.

Administrator C.T.A.: Terra L. Cook c/o Steven R. Blair, Attorney at Law, 650 Delp Road, Lancaster, PA 17601.

Attorney: Steven R. Blair.

---

**Hoch, Marjorie H.,** dec'd.

Late of West Lampeter.

Executor: Stanley L. Hopperstead c/o May Herr & Grosh, LLP, 234 North Duke Street, Lancaster, PA 17602.

Attorney: Matthew A. Grosh.

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**Hoffer, Nancy L.,** dec'd.

Late of Eden Township.

Executor: Douglas M. Hoffer c/o Nikolaus & Hohenadel, LLP, 303 West Fourth Street, Quarryville, PA 17566.

Attorney: Jeffrey S. Shank, Esquire.

---

**Kappen, Sylvia A.,** dec'd.

Late of Leola.

Administrator: A. M. Devlin,



2036 Roosevelt Blvd., Hatfield,  
PA 19440.  
Attorney: None.

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**Kissinger, Jean F.**, dec'd.

Late of the Township of Conoy.  
Executrix: Vicki L. Flowers c/o  
Nikolaus and Hohenadel, LLP,  
222 S. Market Street, Suite 201,  
Elizabethtown, PA 17022.  
Attorney: Kevin D. Dolan, Es-  
quire.

---

**Klumpp, Alice F.**, dec'd.

Late of East Hempfield Town-  
ship.  
Executor: Eugene P. Klumpp  
c/o Barley Snyder LLP, 126  
East King Street, Lancaster, PA  
17602.  
Attorney: Michael L. Mixell; Bar-  
ley Snyder LLP.

---

**McNeill, Allen H. a/k/a Allen  
Harold McNeill**, dec'd.

Late of Ephrata Borough.  
Executrix: Pauli A. McNeill c/o  
E. Richard Young, Jr., Esq.,  
1248 W. Main Street, Ephrata,  
PA 17522.  
Attorney: E. Richard Young, Jr.,  
Esquire.

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**Mikus, Leon J.**, dec'd.

Late of Denver Borough.  
Executor: Thomas L. Mikus c/o  
Maureen L. Anderson, Esq.,  
605 Farm Ln., Doylestown, PA  
18901.  
Attorney: Maureen L. Anderson,  
Esquire; Maureen L. Ander-  
son Elder Law; 605 Farm Ln.,  
Doylestown, PA 18901.

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**Miles, Richard A.**, dec'd.

Late of the Township of Man-

heim.

Personal Representative: Mi-  
chael R. Miles, Executor, c/o  
Marc S. Miller, Attorney, P.O.  
Box 5349, Lancaster, PA 17606.  
Attorneys: Gibbel Kraybill &  
Hess LLP.

---

**Moudry, Michael F.**, dec'd.

Late of Ephrata Borough.  
Co-Executors: Michele A. Heff-  
ner and Edward M. Moudry c/o  
Gardner and Stevens, P.C., 109  
West Main Street, Ephrata, PA  
17522.  
Attorney: Kurt A. Gardner.

---

**Patton, Richard Parke**, dec'd.

Late of Earl Township.  
Administrators: Ronald K. Pat-  
ton and Lori A. Steininger c/o  
Paterson Law LLC, 2600 Willow  
Street Pike N, PMB 155, Willow  
Street, PA 17584.  
Attorney: Kim Carter Paterson.

---

**Raymond, Barbara A.**, dec'd.

Late of 150 Marlton Lane, Quar-  
ryville, PA 17566.  
Executor: Richard P. Nuffort,  
Esquire, c/o Zimmerman, Pfan-  
nebecker & Nuffort, LLP, 22  
South Duke Street, Lancaster,  
PA 17602.  
Attorneys: Zimmerman, Pfanne-  
becker & Nuffort, LLP.

---

**Rottmund, William G.**, dec'd.

Late of the City of Lancaster.  
Executrix: Traci R. Ducceschi  
c/o Michael C. Giordano, Esq.,  
221 W. Main Street, Mechanics-  
burg, PA 17055.  
Attorney: Michael C. Giordano,  
Attorney & Counselor at Law.

**Schmick, Helen I.,** dec'd.

Late of 600 Freemason Drive,  
Elizabethtown, PA 17022.

Executor: Thomas M. Schmick,  
362 Meadowview Drive, Mon-  
toursville, PA 17754.

Attorney: None.

---

**Sheaffer, P. David a/k/a Paul  
David Sheaffer,** dec'd.

Late of East Lampeter Township.  
Executor: Linda S. Sheaffer  
c/o Jeffrey C. Goss, Esquire,  
480 New Holland Avenue, Suite  
6205, Lancaster, PA 17602.

Attorneys: Brubaker Connaugh-  
ton Goss & Lucarelli LLC.

---

**Simmons, Beverly J.,** dec'd.

Late of Brecknock Township.

Executrix: Deborah A. Doorey  
c/o Gardner and Stevens, P.C.,  
109 West Main Street, Ephrata,  
PA 17522.

Attorney: Kurt A. Gardner.

---

**Stein, Carl G. a/k/a Car; G.  
Stein, Jr.,** dec'd.

Late of the Township of West  
Donegal.

Executors: J. Eric Stein and  
Thomas A. Stein c/o Nikolaus  
and Hohenadel, LLP, 222 S.  
Market Street, Suite 201, Eliza-  
bethtown, PA 17022.

Attorney: Matthew S. Bleacher,  
Esquire.

---

**Wiggins, Mary a/k/a Mary Jose-  
phine Wiggins,** dec'd.

Late of Providence Township.

Executrix: Linda Roland, 4865  
Homeville Road, Cochranville,  
PA 19330.

Attorney: None.

---

**THIRD PUBLICATION**

**Arndt, Robert C.,** dec'd.

Late of the Borough of Eliza-  
bethtown.

Executors: Steffan P. Arndt and  
Renate H. Arndt, 13914 Mattie  
Haines Road, Mount Airy, MD  
21771.

Attorney: None.

---

**Brightmeyer, Lorraine M.,**  
dec'd.

Late of East Drumore Township.  
Executor: Gary L. Brightmeyer  
c/o Russell, Krafft & Gruber,  
LLP, 101 North Pointe Blvd.,  
Suite 202, Lancaster, PA 17601.  
Attorney: Lindsay M. Schoene-  
berger.

---

**Brown, Sarah L.,** dec'd.

Late of Manheim Township.

Sarah L. Brown Revocable Liv-  
ing Trust dated June 22, 1994,  
as Amended November 10, 1999  
and August 2, 2003.

Trustee: Fulton Bank a/k/a Ful-  
ton Financial Advisors, 1 Penn  
Square, Lancaster, PA 17602.

Attorney: Alspach and Ryder  
LLC.

---

**Byers, J. Milton a/k/a Jesse  
Milton Byers,** dec'd.

Late of Lancaster.

Co-Executrices: Sue A. Kreider  
and Carol B. Summers c/o Ran-  
dall K. Miller, Esq., 659 E. Wil-  
low Street, Elizabethtown, PA  
17022.

Attorney: Randall K. Miller.

---

**Calder, William H., Jr.,** dec'd.

Late of Manheim Township.

Executrix: Elizabeth A. Calder

c/o Appel Yost & Zee LLP, 33 North Duke Street, Lancaster, PA 17602.

Attorney: James W. Appel, Esquire.

---

**Diemer, Helma M.,** dec'd.

Late of Manheim Township.

Executor: John P. Diemer c/o Law Office of Shawn Pierson, 105 East Oregon Rd., Lititz, PA 17543.

Attorney: Shawn M. Pierson, Esquire.

---

**Dommel, Sherry E.,** dec'd.

Late of the Township of Lancaster.

Administrator: Christopher E. Hardy, 70 Church Street, Owego, New York 13827.

Attorney: Zachary D. Morahan, Esquire; Coughlin & Gerhart, LLP; 21-23 Public Avenue, Montrose, PA 18801.

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**Dougherty, Jerry H. a/k/a Jerry Henry Dougherty a/k/a Jerry Dougherty,** dec'd.

Late of Elizabethtown Borough.

Executrix: Ashley Lynn Dougherty c/o VanOrmer & Stephenson, P.C., 344 South Market Street, Suite 101, Elizabethtown, PA 17022.

Attorney: Daniel A. Stephenson, Esquire.

---

**Doutrich, Betty J.,** dec'd.

Late of Paradise Township.

Administrator: Andrew L. Garver c/o Kling and Deibler, LLP, 131 W. Main Street, New Holland, PA 17557.

Attorney: Patrick A. Deibler, Esquire; Kling and Deibler, LLP.

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**Edmond, Anna Mae,** dec'd.

Late of Columbia Borough.

Executors: Samuel F. Edmond and Tammy E. Edmond c/o 327 Locust Street, Columbia, PA 17512.

Attorney: John F. Markel, Esquire; Nikolaus & Hohenadel, LLP; 327 Locust Street, Columbia, PA 17512.

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**Engwall, Richard L.,** dec'd.

Late of West Lampeter Township.

Executrix: Kristin E. Boettner c/o Randy R. Moyer, Esquire, Barley Snyder LLP, 126 East King Street, Lancaster, PA 17602.

Attorneys: Barley Snyder LLP.

---

**Haldeman, Frank M.,** dec'd.

Late of Rapho Township.

Executors: Richard E. Haldeman and Melvin T. Haldeman c/o Young and Young, 44 S. Main Street, P.O. Box 126, Manheim, PA 17545.

Attorney: Young and Young.

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**Heiland, Kathryn M.,** dec'd.

Late of West Hempfield Township.

Co-Executrices: Jean M. Canter, Patricia A. Heiland-Baxter, and Deborah A. Felsinger c/o Vance E. Antonacci, Esquire, McNees Wallace & Nurick LLC, 570 Lausch Lane, Suite 200, Lancaster, PA 17601.

Attorney: McNees Wallace & Nurick LLC.

---

**Heitzmann, Wilhelmina L.,** dec'd.

Late of West Lampeter Town-

ship.

Executrix: Donna L. Doutrich  
c/o Robert F. Musser, Esquire,  
408 West Chestnut Street, Lancaster, PA 17603.

Attorney: Clymer Musser & Sarno, PC.

---

**Hontz, Hedwig**, dec'd.

Late of Manheim Borough.

Executor: Erica J. Hoffman c/o  
Young and Young, 44 S. Main  
Street, P.O. Box 126, Manheim,  
PA 17545.

Attorney: Young and Young.

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**Humphreville, Rosemary M.**,  
dec'd.

Late of Manor Township.

Personal Representatives: Jacqueline Krause and Sharon Marsh, Co-Executors, c/o John S. May, Esquire, 49 North Duke Street, Lancaster, PA 17602.

Attorneys: May, Herr & Grosh, LLP.

---

**Hoover, John D.**, dec'd.

Late of East Donegal Township.

Executor: Timothy L. Hoover c/o  
JSDC Law Offices, 11 E. Chocolate Avenue, Suite 300, Hershey, PA 17033.

Attorney: Jacqueline A. Kelly, Esquire; JSDC Law Offices, 11 E. Chocolate Avenue, Suite 300, Hershey, PA 17033.

---

**Horein, Timothy D.**, dec'd.

Late of Upper Leacock Township.

Executrix: Kelly M. Horein c/o  
H. Charles Benner, Attorney,  
200 East Main Street, Leola, PA 17540.

Attorney: H. Charles Benner.

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**Jackson, Sarah W.**, dec'd.

Late of the Township of East Drumore.

Executrix: Diane B. Hastings  
c/o Law Office of James Clark,  
277 Millwood Road, Lancaster,  
PA 17603.

Attorney: James R. Clark.

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**Jarrett, William T.**, dec'd.

Late of the Township of West Lampeter.

Executrix: Debra J. Clark c/o  
James R. Clark, Esquire, 277  
Millwood Road, Lancaster, PA 17603.

Attorney: James R. Clark.

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**Keba, Jerry F.**, dec'd.

Late of Strasburg.

Administratrix: Donna Keba,  
112 S. Decatur St., Strasburg,  
PA 17579.

Attorney: None.

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**Kiger, Gerald M.**, dec'd.

Late of West Lampeter Township.

Executrix: Susan D. Kiger c/o  
Appel Yost & Zee LLP, 33 North  
Duke Street, Lancaster, PA 17602.

Attorney: Jeffrey P. Ouellet, Esquire.

---

**Kochersperger, Margaret W.**,  
dec'd.

Late of West Lampeter Township.

Executor: Randall A. Kochersperger c/o May Herr & Grosh, LLP, 234 North Duke Street, Lancaster, PA 17602.

Attorney: Matthew A. Grosh.

**Lamb, John C.,** dec'd.

Late of West Lampeter Township.

Executor: Philip Dongre c/o James N. Clymer, Esquire, 408 West Chestnut Street, Lancaster, PA 17603.

Attorney: Clymer Musser & Sarno, PC.

---

**Lapp, Lena S.,** dec'd.

Late of Manheim Township.

Administrator: Rhonda M. Lapp c/o Aevitas Law, PLLC, 1755 Oregon Pike, Suite 201, Lancaster, PA 17601.

Attorneys: Neil R. Vestermark, Esquire; Aevitas Law, PLLC.

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**Melasecca, Lorraine a/k/a Lorraine Carole Melasecca a/k/a Lorraine C. Melasecca,** dec'd.

Late of East Lampeter Township.

Executor: Anthony J. Rescigno, Jr., 118 Beacon Street, Coatesville, PA 19320.

Attorney: None.

---

**Messner, Edith I.,** dec'd.

Late of East Hempfield Township.

Personal Representative: Karen and Alvin Hollinger, Executors, c/o John S. May, Esquire, 49 North Duke Street, Lancaster, PA 17602.

Attorney: May, Herr & Grosh, LLP.

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**Miller, Barbara A.,** dec'd.

Late of the City of Lancaster.

Executor: Gary L. Miller c/o James R. Clark, Esquire, 277 Millwood Road, Lancaster, PA 17603.

Attorney: James R. Clark.

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**Neidigh, David M.,** dec'd.

Late of Elizabethtown.

Personal Representative: Donna N. Hershey, Executor, c/o J. Elvin Kraybill, Attorney, P.O. Box 5349, Lancaster, PA 17606.

Attorneys: Gibbel Kraybill Hess LLP.

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**Peters, Orpha E.,** dec'd.

Late of Penn Township.

Personal Representative: Dale L. Peters, Executor, c/o Ann L. Martin, Attorney, P.O. Box 5349, Lancaster, PA 17606.

Attorneys: Gibbel Kraybill & Hess LLP.

---

**Raugh, Judith A.,** dec'd.

Late of Lancaster Township.

Executrix: Suzanne G. Raugh c/o Anthony P. Schimaneck, 700 North Duke Street, P.O. Box 4686, Lancaster, PA 17604-4686.

Attorney: Morgan, Hallgren, Crosswell & Kane, P.C.

---

**Rowland, Nancy A.,** dec'd.

Late of Martic Township.

Executor: David C. Rowland c/o Nikolaus & Hohenadel, LLP, 303 West Fourth Street, Quarryville, PA 17566.

Attorney: Jeffrey S. Shank, Esquire.

---

**Schmid, Patricia W.,** dec'd.

Late of Ephrata Township.

Executor: Lisa Ketterer c/o 327 Locust Street, Columbia, PA 17512.

Attorney: Michael S. Grab, Esquire; Nikolaus & Hohenadel, LLP; 327 Locust Street, Colum-

bia, PA 17512.

---

**Sensenig, Titus L.,** dec'd.

Late of Earl Township.

Executor: Erma J. Weaver c/o Nevin D. Beiler, Esq., 105 S. Hoover Ave., New Holland, PA 17557.

Attorney: Nevin D. Beiler, Esquire.

---

**Slavik, Charles J.,** dec'd.

Late of Lititz Borough.

Personal Representative: Melissa Doliner, Executrix, c/o Thomas S. Gish, Sr., Attorney, P.O. Box 5349, Lancaster, PA 17606.

Attorney: Gibbel Kraybill & Hess LLP.

---

**Smith, Betty F. a/k/a Elizabeth F. Smith a/k/a Betty Fuller Smith,** dec'd.

Late of New Holland Township.

Executor: Donald J. Hollinger c/o Kling and Deibler, LLP, 131 W. Main Street, New Holland, PA 17557.

Attorney: Linda Kling, Esquire; Kling and Deibler, LLP.

---

**Stackhouse, Vivian M.,** dec'd.

Late of West Lampeter Township.

Executor: Barbara C. McCarrell c/o Aevitas Law, PLLC, 1755 Oregon Pike, Suite 201, Lancaster, PA 17601.

Attorneys: Neil R. Vestermark, Esquire; Aevitas Law, PLLC.

---

**Stewart, Harvey L. a/k/a Harvey Lee Stewart,** dec'd.

Late of Warwick Township.

Executrix: Patricia A. Stewart

c/o Jeffrey Gonick, 1398 Oregon Road, Leola, PA 17540.

Attorney: Jeffrey Gonick.

---

**Stoltzfus, Annelore S. a/k/a Annelore Stoltzfus,** dec'd.

Late of Manheim Township.

Executor: Michael Wilhelm Stoltzfus c/o Nicholas T. Gard, Esquire, 121 E. Main Street, New Holland, PA 17557.

Attorney: Smoker Gard Associates, LLP.

---

**Summers, James R., Sr. a/k/a Jim Summers,** dec'd.

Late of Manheim Township.

Executors: James R. Summers, Jr. and Teresa M. Summers c/o Charles F. Blumenstock, Jr., 255 Butler Ave., Suite 102, Lancaster, PA 17601.

Attorney: Blumenstock Legal Advisors PC.

---

**Walton, Allene T.,** dec'd.

Late of West Lampeter Township.

Co-Executors: Marlee W. Quann and Darcy Walton c/o Appel Yost & Zee LLP, 33 North Duke Street, Lancaster, PA 17602.

Attorney: James W. Appel.

---

**Ward, Donna L.,** dec'd.

Late of Elizabethtown Borough.

Executor: Edward D. Ward c/o George H. Eager, Esquire, 1347 Fruitville Pike, Lancaster, PA 17601.

Attorney: Eager, Stengel, Quinn, Sofilka & Babic.

---

**Williams, Donald A.,** dec'd.

Late of Warwick Township.

Executrix: Kimberly Williams

Layton c/o Stock and Leader,  
221 West Philadelphia Street,  
Suite 600, York, PA 17401-  
2991.

Attorney: Jody Anderson  
Leighty, Esquire; Stock and  
Leader.

---

**Wolf, Tracey A.,** dec'd.

Late of Denver Borough.

Executrix: Starlena M. Wolf c/o  
George W. Porter, Esquire, 909  
East Chocolate Avenue, Her-  
shey, PA 17033.

Attorney: George W. Porter.

---

**Zeiset, Anna S.,** dec'd.

Late of East Earl Township.

Executor: Harold M. Zeiset c/o  
Kling and Deibler, LLP, 131 W.  
Main Street, New Holland, PA  
17557.

Attorney: Linda Kling, Esquire;  
Kling and Deibler, LLP.

---

**ARTICLES OF DISSOLUTION**

Notice is hereby given to all per-  
sons interested or who may be af-  
fected by

Midnight Blue Holdings, L.P., a  
Pennsylvania limited partner-  
ship, and Midnight Blue Hold-  
ings GP, LLC, a Pennsylvania  
limited liability company

that the Partners and Members  
are now engaged in winding up  
and settling the affairs of said  
entities so that the existence of  
each shall be ended by the filing  
of Certificates of Termination with  
the Department of State of the  
Commonwealth of Pennsylvania  
pursuant to the provisions of the  
Pennsylvania Business Partner-  
ship Code and the Pennsylvania

Limited Liability Company Act.  
BARLEY SNYDER LLP  
Attorneys

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Notice is hereby given that the  
West Earl Township Board of Su-  
pervisors at its meeting on Mon-  
day, September 27, 2021, at 7:00  
p.m., at the West Earl Township  
Municipal Building, 157 West  
Metzler Road, Brownstown, Penn-  
sylvania, shall consider, and sub-  
sequently, if appropriate, at that  
meeting or at a subsequent pub-  
lic meeting held within 60 days  
of the date of publication of this  
advertisement, shall enact an or-  
dinance, the caption of which is as  
follows:

AN ORDINANCE OF THE TOWN-  
SHIP OF WEST EARL DIRECTING  
THAT WEST EARL SEWER AU-  
THORITY TRANSFER ALL ASSETS  
TO THE TOWNSHIP AND TERMI-  
NATE ITS EXISTENCE.

The proposed ordinance may be  
summarized as follows. Section 1  
sets forth the legislative intent of  
the Board of Supervisors in dis-  
solving West Earl Sewer Authority  
("Authority"), which was incorpo-  
rated under the Municipalities Au-  
thorities Act of 1945. Section 2 di-  
rects the preparation and filing of  
the necessary papers pursuant to  
Pennsylvania law to terminate the  
Authority's corporate existence on  
or after October 15, 2021, includ-  
ing but not limited to the filing of  
a certificate of dissolution with the  
Secretary of the Commonwealth.  
Section 3 authorizes the appro-  
priate officers of the Township to  
execute any necessary documents  
to implement the ordinance. Sec-  
tions 4 and 5 of the proposed or-  
dinance provide for severability of  
any invalid provisions of the pro-



posed ordinance, and its effective date. A copy may be examined without charge at the offices of this newspaper and at the West Earl Township Municipal Building, 157 West Metzler Road, Brownstown, Pennsylvania, Mondays through Fridays from 8:00 a.m. until 4:00 p.m. A copy of the proposed ordinance may be obtained for the cost of reproduction at the West Earl Township Municipal Building during the above hours.

MORGAN, HALLGREN, CROSSWELL & KANE, P.C.  
West Earl Township Solicitor

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## ARTICLES OF INCORPORATION

Notice is hereby given that a nonprofit corporation known as:

THE QAVAH FOUNDATION

was incorporated on September 2, 2021, under the provisions of the Nonprofit Corporation Law of 1988, as amended, for charitable, religious, educational and scientific purposes as defined in Section 501(c)(3) of the Internal Revenue Code, including, without limitation, to provide housing for the homeless and all other activities permitted under the Act.

BARLEY SNYDER

Attorneys

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## CERTIFICATE OF ORGANIZATION

NOTICE IS HEREBY GIVEN that a Certificate of Organization was filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on July 15, 2021 for:

GOLF ROAD PROPERTIES, LLC

The said entity has been organized under the provisions of the Pennsylvania Limited Liability Company Law of 1994 of the Commonwealth of Pennsylvania, as amended.

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NOTICE IS HEREBY GIVEN that a Certificate of Organization was filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA on July 28, 2021 for:

HESS FAMILY FARM, LLC

The said entity has been organized under the provisions of the Pennsylvania Limited Liability Company Law of 1994 of the Commonwealth of Pennsylvania, as amended.

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## CHANGE OF NAME NOTICE

NOTICE IS HEREBY GIVEN that a Petition has been filed in the Court of Common Pleas of Lancaster County, PA seeking to change the name of Katherine Rose Johnson to Katie Rose Lee Moffett. A hearing on the Petition will be held in Courtroom #4 of the Lancaster County Courthouse, 50 North Duke Street, Lancaster, Pennsylvania on November 4, 2021 at 3:40 p.m., at which time any persons interested may attend and show cause, if any, why the request of said Petition should not be granted.

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## NOTICE OF PARENTAL RIGHTS TERMINATION HEARING

Court of Common Pleas



Lancaster County, Pennsylvania  
Orphans' Court Division

Term No. 2364 of 2021

IN RE: Jameson Shannon Nordaby

**NOTICE**

TO: Unknown Father

Notice is hereby given that the Lancaster County Children & Youth Social Service Agency has presented to Orphans' Court Division, Court of Common Pleas of Lancaster County, PA, a Petition for termination of any rights you have or might have concerning the child known as Jameson Shannon Nordaby, born on June 9, 2020. The Court has set a hearing to consider ending your rights to your child. That hearing will be held in Courtroom No. 11 of the Lancaster County Courthouse, 50 North Duke Street, Lancaster, PA, on October 14, 2021, at 1:00 p.m. prevailing time. You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your child may be ended by the court without your being present. You have a right to be represented at the hearing by a lawyer. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Lancaster Bar Association  
Lawyer Referral Service  
28 East Orange Street  
Lancaster, PA 17602  
717-393-0737

**NOTICE REQUIRED BY ACT 101**

**OF 2010 - 23 Pa. C.S. §§2731-2742**

You are hereby informed of an important option that may be available to you under Pennsylvania law. Act 101 of 2010 allows for an enforceable voluntary agreement for continuing contact with your child following an adoption. **LANCASTER COUNTY CHILDREN & YOUTH SOCIAL SERVICE AGENCY**  
150 NORTH QUEEN STREET  
LANCASTER, PA 17603  
(717) 299-7925

S-17, 24

**SUITS ENTERED**

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

August 31, 2021  
to September 7, 2021

ALAN H. CHERKIN REAL ESTATE, INC., CHERKIN, ALAN H., NEW LIFE SOBER LIVING, JT SOBER LIVING, LLC, NEW LIFE SOBER LIVING, REEVES, MATTHEW, JOHN DOE (1-5), JOHN DOE INC. (1-5); Christopher Barletta; 06017; Horn

ANDERSON, CONNIE J.; Bank of America, N.A.; 06067; Flink  
BARLETT, GLENN; Webbank; 06037; Tsarouhis

BARNETT, ED; American Express National bank; 06201; Lipinski

BOOS, ASHLEY E.; JPMorgan Chase Bank, N.A.; 06074; Axelrod  
CHENG, ZACHARY; Manheim Township; 06002; Lovett

COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION BUREAU OF MOTOR VEHICLES; Robert G. Carter, JR.; 06134; Zulli

COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION BUREAU OF MOTOR VEHICLES; Robert G. Carter, Jr.; 06137; Zulli

CREEK, ELIZABETH A.; First Portfolio Ventures I, LLC; 06025; Tsarouhis

DAR ROOFING, INC.; Capital Coating, LLC; 06050; Ebersole

FETTER, LINDSEY N.; Joe A. Melendez-Torres; 06070; Justice FISCHER, MARK, FISCHER, MARK E.; American Express National Bank; 06053; House

GEICO INSURANCE COMPANY; Jasmine Figueroa-Clapp; 06099

GREGG, SUSAN K.; Karen J. Romero; 06023; Parrish

HANNAH, PRESTON; LVNV Funding, LLC; 06083

HATZIVASILIS, ANTONI; Webbank; 06041; Tsarouhis

HERTZOG, STEPHEN S., HERTZOG, DEBORAH J.; Honest Home Solutions, LLC; 06018; Rohrbaugh

HESS, JACK H.; PCA Acquisitions V, LLC ; 05996 ; Apothaker

HOFFMANN, ERIC; Discover Bank; 06047; Lipinski

HUFFORD, DREW; Sofi Lending Corp.; 06062; Nolan

LANCASTER GENERAL MEDICAL GROUP, LANCASTER GENERAL HEALTH PHYSICIANS NEUROSCIENCE AND SPINE ASSOCIATES; Selena Torres-Rodriguez; 06086; Strang-Kutay

MACKENZIE, ALICIA; Discover Bank; 06089

MARTIN, KANET; Discover Bank; 06091; House

MARTIN, ROCHELLE, MARTIN, DREW ; Joseph Vasaturo ; 06005 ; Grutzmacher

MICCICKE, ANTOINETTE, MICCICKE JR., SALVATORE; Lisa Eberly ; 06039 ; McLaughlin

MILLER, ROBERT; Melinda

Kham; 06131; Floyd

OBGYN OF LANCASTER, UPMC LITITZ, FEGLEY, MICHELLE, PINNACLE HEALTH REGIONAL PHYSICIANS, LARKEN, ROBERT, LANCASTER MATERNAL-FETAL MEDICINE, LLC, MACEDONIA, CHRISTIAN; Lindsey Thomas; 06075; Marzella

OFFICE OF THE DISTRICT ATTORNEY OF LANCASTER COUNTY; Kleinbard, LLC; 06142; Seiberling

PHIOLOGENE, LANIER; Kathleen Toomey-Hoffman; 06096; Palmieri POTAVIN, ELAINE M.; First Portfolio Ventures I, LLC; 06033; Tsarouhis

RAMBO, PAULINE L. ; PCA Acquisitions V, LLC ; 05997 ; Apothaker

RISSE, DONALD; Discover Bank; 06144; House

RIVERA, JOSE, RIVERA, DELSY; Lina Francios; 06088; Silverman

SCHILDT, KATHERINE; Webbank; 06080; Tsarouhis

SEDDON, DANIEL; Discover Bank; 06202; House

SHAFFER, CHRISTOPHER; Discover Bank; 06181; Lipinski

SHEMIS, BOZHENA Z.; Discover Bank; 06055; Lipinski

SIERRA SR., VINCENT; Discover Bank; 06057; Dhanda

SNYDOR, SANDRA L.; Midland Credit Management, Inc.; 06073; Homoleski

SULLIVAN, KAREN; Discover Bank; 06203; House

ULRICH, ROY; Discover Bank; 06171; Dhanda

VALENTIN, AMELIA L.; Discover Bank; 06180; Lipinski

WILLARD, MATTHEW; Discover Bank; 06153; House

## Mediation and ADR Solutions

provided by **The Honorable Thomas I. Vanaskie (Ret.)**



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- Unmatched credentials and experience makes him uniquely qualified to assist parties resolve disputes with guidance that is informed, impartial, fair and objective
- Available to resolve disputes in business and commercial, class action and mass tort, employment, ERISA, insurance, antitrust, securities, intellectual property, civil rights and personal injury cases
- Serves as a Special Master in complex litigation and is highly experienced in the area of e-discovery and privilege review

# Stevens & Lee

215.568.7560 • [tiv@stevenslee.com](mailto:tiv@stevenslee.com)

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