



**Chester
County
Bar
Association**

Chester County Law Reporter

(USPS 102-900)

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Chester County Law Reporter

(USPS 102-900)

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Utecht et al. v. Fieldstone Partners et al.

Arbitration agreement - Agreement of sale – Petition to compel arbitration –
Unconscionability – Burden of proof – Third party beneficiary

1. Where a party to a civil action seeks to compel arbitration of the action, the Court employs a two-part test: first, the Court is required to determine that a valid agreement to arbitrate exists between the parties; and, if so, the Court must determine if the dispute involved is within the scope of the arbitration provision.
2. Generally, only parties to an arbitration agreement are subject to arbitration. This follows from recognition that a contract cannot impose obligations upon one not a party to the contract.
3. A nonparty, such as a third-party beneficiary, may fall within the scope of an arbitration agreement if that is the parties' intent.
4. In order for a court to deem a contractual provision unconscionable, it must determine both that the contractual terms are unreasonably favorable to the drafter and that there is no meaningful choice on the part of the other party regarding acceptance of the provisions.
5. The common-law application of the doctrine of unconscionability is consonant with Section 208 of the Second Restatement of Contracts, and provides that a contract or term thereof is unconscionable, and therefore avoidable, where there was a lack of meaningful choice in the acceptance of the challenged provision, and the provision unreasonably favors the party asserting it.
6. The burden of proof generally concerning both elements of unconscionability has been allocated to the party challenging the agreement, and the ultimate determination of whether the contract is unconscionable is for the court.
7. An agreement to arbitrate disputes arising from a contract encompasses tort claims where the facts which support a tort action also support a breach of contract action.
8. A third party beneficiary does not have standing to recover on a contract unless contracting parties have expressed the intention to benefit him, and that intention must affirmatively appear in the contract itself.
9. There is an exception applicable to third party beneficiaries where Section 302 of the Restatement (Second) of Contracts is found to apply, determined by a two part test: (a) the recognition of the beneficiary's right must be appropriate to effectuate the intention of the parties, and (b) the performance must satisfy an obligation of the promisee to pay money to the beneficiary or the circumstances indicate that the promisee intends to give the beneficiary the benefit of the promised performance.
10. The first part of the test sets forth a standing requirement, under which the court has the discretion to determine whether recognition of third party beneficiary status would be appropriate, while the second part measures the circumstances

to indicate whether the promisee intends to give the beneficiary the benefit of the promised performance. If a party satisfies both parts of the test, a claim may be asserted under the contract.

11. The purpose of arbitration is to effectuate the prompt resolution of claims by parties subject to it.
12. Where parties would litigate the same liability and damage claims in two separate forums before two separate fact finders creating repetitive, piecemeal litigation, such action would not serve arbitration's goal of swift and orderly disposition of claims.
13. Fieldstone Partners, L.P. et al. appealed the Court's Opinion and Order denying their Petition to Compel Arbitration, claiming the Court erred as a matter of law in declining to enforce an arbitration agreement contained in a residential construction contract to resolve a lawsuit brought by the plaintiff homeowners against Fieldstone Partners, L.P. et al., who were parties to the contract, and other defendants who were not parties to the contract.

P.McK.

Blair H. Granger and David J. Skaggs for Plaintiffs

Nancy J. Glidden and Stephen P. Lagoy for Defendants Fieldstone Partners LP, NLB Realty Inc. (General Partner, a/k/a Fieldstone Partners LP), Summerhill Construction Company Inc., Haller Custom Homes Inc., Lelan E. Haller, Jr., Haller Custom Homes

Anthony D. Damiano for Defendant Megeko Inc.

George P. Noel for Defendant Mid-Atlantic Plastering Inc.

Terry Swisher, Defendant *pro se*

Swisher Stone Veneer, Defendant *pro se*

Nagle, J., Dec. 16, 2010 Rule 1925 Opinion/Oct. 28, 2010 Opinion:-

[Ed. Note: Affirmed by Superior Court on Sept. 20, 2012 at No. 231 EDA 2012]

[60 Ches. Co. Rep. **Utecht et al. v. Fieldstone Partners et al.**]

ALEXANDER R. UTECHT, et al. : IN THE COURT OF COMMON PLEAS
Plaintiffs/Appellees : CHESTER COUNTY, PENNSYLVANIA

VS. : NO. 2010-08060-CT
: **3098 EDA 2010**

FIELDSTONE PARTNERS L.P. et al. :
Defendants/Appellants : CIVIL ACTION – Contract Buyer/Plaintiff

Blair H. Granger, Esquire, David J. Scaggs, Esquire, Attorneys for Appellees
Alexander R. Utecht and Allison Tufts Utecht

Nancy J. Glidden, Esquire, Stephen P. Lagoy, Esquire, Attorney for Defendants/
Appellants:
Fieldstone Partners LP, NLB Realty Inc. (General Partner, a/k/a Fieldstone
Partners LP, Summerhill Construction Company Inc., Haller Custom Homes
Inc., Lelan E. Haller, Jr., Haller Custom Homes

Anthony D. Damiano, Esquire, Attorney for Defendant Megeko Inc.
George P. Noel, Esquire, Attorney for Defendant Mid-Atlantic Plastering Inc.

Unrepresented parties:

Terry Swisher, 3806 Old Philadelphia Pike, Gordonville, PA, 17529
Swisher Stone Veneer, 3806 Old Philadelphia Pike, Gordonville, PA, 17529

RULE 1925 OPINION

BY: NAGLE, J.

December 16, 2010

Fieldstone Partners, L.P. et al (“Appellants”) appeal our attached October 28, 2010 Opinion and Order denying their Petition to Compel Arbitration (Attachment “A”). The appeal was lodged on November 12, 2010, and on November 23, 2010, we ordered Appellants to file a Concise Statement of Errors Complained of on Appeal within 21 days. On December 10, 2010 Appellants filed their Concise Statement containing 4 duplicative assignments of error, claiming we erred as a matter of law in declining to enforce an arbitration agreement contained in a residential construction contract to resolve a lawsuit brought by the Plaintiff homeowners against the Appellants, who were parties to the contract, and other defendants who were not parties to the contract. We respectfully direct the Court’s attention to our attached Opinion, which fully addresses the issue raised by Appellants, and recommend our decision be affirmed.

BY THE COURT:

/s/ Ronald C. Nagle, J.

ALEXANDER R. UTECHT, et al. : IN THE COURT OF COMMON PLEAS
Plaintiffs : CHESTER COUNTY, PENNSYLVANIA
:
VS. : NO. 2010-08060-CT
:
FIELDSTONE PARTNERS L.P. et al. :
Defendants : CIVIL ACTION – Contract Buyer/Plaintiff

Blair H. Granger, Esquire, David J. Skaggs, Esquire, Attorneys for Plaintiffs
Nancy J. Glidden, Esquire, Stephen P. Lagoy, Esquire, Attorney for Defendants
Fieldstone Partners LP, NLB Realty Inc. (General Partner, a/k/a Fieldstone
Partners LP, Summerhill Construction Company Inc., Haller Custom Homes
Inc., Lelan E. Haller, Jr., Haller Custom Homes
Anthony D. Damiano, Esquire, Attorney for Defendant Megeko Inc.
George P. Noel, Esquire, Attorney for Defendant Mid-Atlantic Plastering Inc.

Unrepresented parties:

Terry Swisher, 3806 Old Philadelphia Pike, Gordonville, PA, 17529
Swisher Stone Veneer, 3806 Old Philadelphia Pike, Gordonville, PA, 17529

OPINION and ORDER

BY: NAGLE, J. October 28, 2010

This litigation arises from alleged defects in the construction of a house. Alexander and Allison Utecht (“Utechts”) entered into the subject Agreement of Sale with Fieldstone Partners, L.P. to purchase a lot in a planned community upon which Fieldstone agreed to contract with Summerhill Construction Company, Inc. to construct the house in accordance with identified plans and specifications for a total contract price of \$773,900.00. The agreement was signed by the Utechts and by Lee Haller (Lelan E. Haller, Jr., “Haller”), an authorized officer of NLB Realty, Inc., identified in the agreement as Fieldstone’s general partner. Haller also signed on behalf of Summerhill, who joined in the agreement, who agreed to sign and deliver an express warranty to the Utechts and to conditionally honor other specified warranties provided for in the Agreement. For purposes of the disposition of the instant Petition, which seeks to compel arbitration, it is unnecessary to further describe the parameters of those warranties. It is alleged by the Utechts that Haller Custom Homes, Inc. participated in some capacity in the planning and construction of the lot and house, and that Fieldstone, NLB Realty, Inc., Summerhill, Haller and Haller Homes are related parties that have liability in this case (the “Related Contractual Defendants”).

The Agreement of Sale contains the following provision requiring binding arbitration of any dispute arising out of the Agreement or the warranties:

“(i) Binding Arbitration; Attorneys Fees. Any dispute or claim arising out of this Agreement and/or the Warranties shall be resolved by a panel of three (3) arbitrators pursuant to the construction industry rules of the American Arbitration Association to be held in Philadelphia, Pennsylvania. The decision of a majority of the arbitrators in any such proceeding shall be final, binding and conclusive on the parties hereto and may be entered as a final judgment in any court of competent jurisdiction. All expense of the arbitration, including the fees of the arbitrators, shall be borne equally by the parties unless the arbitrators award or impose such costs in some other manner. To the fullest extent permitted by law, this clause shall apply to all disputes and matters in any way arising out of this Agreement or the subject matter hereof, including (without limitation) any claim under any express, statutory or implied warranty relating to the Premises. In any suit or other proceeding arising out of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs of suit, including reasonable attorneys’ fees.”

Fieldstone and the Utechts executed a “Rider” to the Agreement, at the Utechts’ request, addressing various issues, including the following applicable to arbitration.

“21. Arbitration is limited to matters pertaining to the quality of construction, warranties or disputes concerning improvements and not to other issues arising under the Agreement.”

Rather than demanding arbitration, the Utechts have in this action sued the Related Contractual Defendants, asserting the following claims: breach of contract, negligence, breach of implied warranties, and violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”). As well, the Utechts have sued Megeko, Inc., Mid-Atlantic Plastering, Inc. and Terry Swisher, d/b/a Swisher Stone Veneer, alleged subcontractors of the Related Contractual Defendants, who were not parties to the Agreement of Sale.¹ The claims asserted against the subcontractors include breach of contract, negligence, and breach of implied warranties. Mid-Atlantic Plastering, Inc. and Megeko, Inc. have answered denying any liability, raised new matter defenses and filed a cross-claim against the Related Contractual Defendants and each other. They assert that they are not sub-

¹The Utechts have filed a petition seeking leave to amend their complaint to dismiss Swisher from this action and to add Quality Stone Veneer, Inc. as a defendant upon the allegation that Quality Stone veneer and not Swisher was involved in the construction of their house.

ject to the Agreement's binding arbitration provision, cannot be compelled to submit to binding arbitration and have the right to have the case adjudicated in court.

Now before the court is the Related Contractual Defendants' Petition to Compel Arbitration pursuant to 42 Pa. C.S.A. § 7304, brought after the Utechts' declined their request to remove this lawsuit to binding arbitration as to them. Where a party to a civil action seeks to compel arbitration of the action, we employ a two-part test; first, we are required to determine that a valid agreement to arbitrate exists between the parties; and second, if so, we must determine if the dispute involved is within the scope of the arbitration provision. *Keystone Technology Group, Inc. v. Kerr Group, Inc.*, 824 A.2d 1223 (Pa. Super. 2003); *Fastuca v. L.W. Molnar & Associates*, 950 A.2d 980 (Pa. Super. 2008). The issue is complicated by the fact that the Subcontractor Defendants are not parties to the Agreement of Sale, nor are the Haller Defendants parties to the Agreement, except as alleged "alter egos" of the signatory Defendants. In their Complaint, the Utechts aver that they, the Utechts, are third-party beneficiaries of the Subcontractor Defendants' agreements with the Related Contractual Defendants, since they were intended to receive the benefit of the Subcontractors' construction performance. Yet, in the Utechts' brief, they disclaim the notion that their claims against the Subcontractor Defendants are so inter-related as to require the Subcontractors' inclusion in mandatory arbitration as third-party beneficiary related claimants, since the Subcontractors are not themselves designated or identified in the Agreement of Sale as intended third-party beneficiaries.

Generally, only parties to an arbitration agreement are subject to arbitration. *Cumberland-Perry Area Vocational-Technical School v. Bogar & Bink*, 396 A.2d 433 (Pa. Super. 1978) (parties cannot be compelled to arbitrate disputes absent agreement to arbitrate). This follows from recognition that a contract cannot impose obligations upon one not a party to the contract. *Juniata Valley Bank v. Martin Oil Co.*, 736 A.2d 650 (Pa. Super. 1999). Nonetheless, a nonparty, such as a third-party beneficiary, may fall within the scope of an arbitration agreement if that is the parties' intent. *Highmark Inc. v. Hospital Service Association of Northeastern Pennsylvania*, 785 A.2d 93 (Pa. Super. 2001) (third-party beneficiary may enforce arbitration clause even though it is not a signatory to the contract). Both parties cite *Smay v. E.R. Stuebner, Inc.*, 864 A.2d 1266 (Pa. Super. 2004), but apply it differently to the instant facts. There, the school district and its contractor signed a contract requiring the parties to arbitrate claims arising out of or related to the school's construction. An employee of the contractor was injured on the job and sought workers' compensation benefits against the contractor, plus sued for damages in a civil complaint against the project architect and the school district, both of whom joined the contractor and sought indemnification under the construction contract. However, unlike the instant litigation, the architect's AIA contract with the school district allowed the district to include the architect in an arbitration relating to the construction, which the court interpreted as an expression of the parties' intent

to include rather than exclude him. Related Contractual Defendants argue that the preference for arbitration stated in *Smay* controls here, comporting as it does with judicial efficiency, since all of the claims against both parties and non-parties to the Agreement of Sale arise from alleged defects in the construction of the Utechts' house. Conversely, the Utechts contend that the Subcontractor Defendants are not third-party beneficiaries of the Agreement of Sale, as was the architect in *Smay*, and that the claims against them are distinguishable from those against Fieldstone. They also argue that Summerville is not properly within the intendment of the arbitration clause because its joinder explicitly limits its liability to completion of finish and punch list items not completed before settlement and to delivery of the warranties. As to the Haller Defendants, the Utechts' argue their claims against them do not arise out of the Agreement, even though paragraph 21 of their Complaint alleges that Fieldstone, Summerville and Haller Custom Homes "are mere alter egos of defendant Haller".²

In challenging the Agreement's arbitration provision as invalid and unenforceable, the Utechts contend the Agreement is unconscionable and unreasonably favorable to the Related Contractual Defendants. Essentially, they point to the exorbitant costs of AAA arbitration, which they claim puts them at a substantial financial disadvantage. In order for a court to deem a contractual provision unconscionable, "it must determine both that the contractual terms are unreasonably favorable to the drafter and that there is no meaningful choice on the part of the other party regarding acceptance of the provisions." *Todd Heller, Inc., v. United Parcel Service, Inc.*, 754 A.2d 689, 700-01 (Pa. Super. 2000). Recourse to the Rider belies the Utechts' argument. It demonstrates that, while represented by counsel, they agreed that matters pertaining to the quality of construction, warranties or disputes arising from the construction of the house were the proper subject of arbitration. The Rider added 26 variations to the Agreement as originally drafted by Fieldstone, all favorable to the Utechts, which dispels their claim that they were left with no meaningful choice other than to sign the Agreement with its arbitration provision as presented. The common-law application of the doctrine of unconscionability is consonant with Section 208 of the Second Restatement of Contracts, and provides that a contract or term thereof is unconscionable, and therefore avoidable, where there was a lack of meaningful choice in the acceptance of the challenged provision, and the provision unreasonably favors the party asserting it. *Denlinger, Inc. v. Dendler*, 608 A.2d 1061, 1068 (Pa. Super. 1992) (citing *Witmer v. Exxon Corp.*, 434 A.2d 1222, 1228 (Pa. 1981)). The burden of proof generally concerning both elements has been allocated to the party challenging the agreement, and the ultimate determination of whether the contract is unconscionable is for the court. *Bayne v. Smith*, 965 A.2d 265, 269 (Pa. Super. 2009) (citing *Bishop v. Washington*, 480 A.2d 1088, 1094 (Pa. Super. 1984)).

²Summerville's joinder in the Agreement expressly provides: "Otherwise, Builder has no liability or obligation under this Agreement of Sale."

Second, the Utechts contend that the majority of their claims are not within the scope of the arbitration clause because arbitration cannot resolve all claims against all defendants. Examination of their Complaint against the Related Contractual Defendants evidences that all of their claims arise from alleged construction defects, negligent workmanship, materials' deficiencies and breach of construction warranties. Those alleged breaches and defects are clearly within the agreed-upon arbitration provisions of the Agreement and Rider. Their related contention that their negligence claim is not the proper subject of arbitration is likewise without merit. An agreement to arbitrate disputes arising from a contract encompasses tort claims where the facts which support a tort action also support a breach of contract action. *Theodore C. Wills Co., Inc. v. School District of the Boyertown Area*, 837 A.2d 1186, 1189 (Pa. Super. 2003); *Shaddock v. Christopher J. Kaclik, Inc.*, 713 A.2d 635, 638-39 (Pa. Super. 1998). Finally, they do not claim their UTPCPL claim is not subject to arbitration, as it clearly is. *Huegel v. Mifflin Const. Co., Inc.*, 796 A.2d 350 (Pa. Super. 2002).

As to the third-party beneficiary arguments, there is nothing in the Agreement to suggest that the Subcontractor Defendants are more than incidental beneficiaries and, therefore, cannot be compelled to arbitrate. Had the Subcontractor Defendants not been paid by Summerhill for their work, they would have no direct claim against the Utechts. A third party beneficiary does not have standing to recover on a contract unless contracting parties have expressed the intention to benefit him, and that intention must affirmatively appear in the contract itself. *Guy v. Liederbach*, 459 A.2d 744 (Pa. 1983). There is an exception where Section 302 of the Restatement (Second) of Contracts is found to apply, determined by a two part test: (1) the recognition of the beneficiary's right must be "appropriate to effectuate the intention of the parties," and (2) the performance must "satisfy an obligation of the promisee to pay money to the beneficiary" or "the circumstances indicate that the promisee intends to give the beneficiary the benefit of the promised performance." *Id.* at 751. The first part of the test sets forth a standing requirement, under which the court has the discretion to determine whether recognition of third party beneficiary status would be appropriate, while the second part measures the circumstances to indicate whether the promisee intends to give the beneficiary the benefit of the promised performance. If a party satisfies both parts of the test, a claim may be asserted under the contract. See, *Scarpitti v. Weborg*, 609 A.2d 147 (Pa. 1992). Subcontractor Defendants as third party beneficiaries have no standing under the Agreement to assert any claim against the Related Contractual Defendants in arbitration.

Irrespective of the various arguments discussed above, the purpose of arbitration is to effectuate the prompt resolution of claims by parties subject to it. Enforcement of the arbitration provision in this case would obviously frustrate the public policy interest in efficient dispute resolution. *School Dist. of Philadelphia v. Livingston-Rosenwinkel, P.C.*, 690 A.2d 1321, 1322 (Pa. Cmwlth. 1997). Were this

court to enforce the arbitration provision against the Related Contractual Defendants alone, two cases would be created, one in court and one in arbitration. The Utechts' Complaint makes numerous allegations against the Subcontractor Defendants, who both deny any liability and seek indemnification from the Related Contractual Defendants. It thus appears that resolution of the Utechts' multiple claims against all Defendants and the cross claims of the Subcontractors would require the parties "to litigate the same liability and damage claims in two separate forums before two separate fact finders creating repetitive, piecemeal litigation that does not serve arbitration's goal of "swift and orderly disposition of claims". *1930-34 Associates, L.P. v. BVF Const. Co., Inc.*, Not Reported in A.2d, 2006 WL 1462932, Pa.Com.Pl.,2006, Philadelphia County, Albert W. Sheppard, Jr., J. (quoting *Livingston-Rosenwinkel*); see also, *University Mechanical & Engineering Contractors Inc. v. Insurance Co. of North America*, 2002 Phila. Ct. Com. Pl. LEXIS 42, 2002 WL 31428913 (2002) (Sheppard, J.). As well, I find the *Livingston-Rosenwinkel* court's application of Pa. R.C.P. No. 2252 persuasive, especially in view of the Subcontractor Defendants' demand for resolution of their defenses and claims in this forum. Accordingly, I enter the accompanying Order.

ALEXANDER R. UTECHT, et al. : IN THE COURT OF COMMON PLEAS
Plaintiffs : CHESTER COUNTY, PENNSYLVANIA
:
VS. : NO. 2010-08060-CT
:
FIELDSTONE PARTNERS L.P. et al. :
Defendants : CIVIL ACTION – Contract Buyer/Plaintiff

Blair H. Granger, Esquire, David J. Skaggs, Esquire, Attorneys for Plaintiffs
Nancy J. Glidden, Esquire, Stephen P. Lagoy, Esquire, Attorney for Defendants
Fieldstone Partners LP, NLB Realty Inc. (General Partner, a/k/a Fieldstone Partners
LP, Summerhill Construction Company Inc., Haller Custom Homes Inc., Lelan E.
Haller, Jr., Haller Custom Homes
Anthony D. Damiano, Esquire, Attorney for Defendant Megeko Inc.
George P. Noel, Esquire, Attorney for Defendant Mid-Atlantic Plastering Inc.

Unrepresented parties:

Terry Swisher, 3806 Old Philadelphia Pike, Gordonville, PA, 17529
Swisher Stone Veneer, 3806 Old Philadelphia Pike, Gordonville, PA, 17529

ORDER

AND NOW, October 28, 2010, upon consideration of the Petition of Fieldstone Partners, L.P. et al to Compel Arbitration and the briefs and memorandums of able counsel, it is ORDERED and DIRECTED that the said Petition is DENIED.

BY THE COURT:

/s/ Ronald C. Nagle, J.

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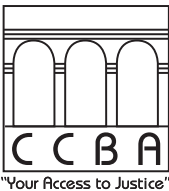
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Chester County
Bar Association

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CERTIFICATE OF AUTHORITY

Epcot Crenshaw Corporation, a foreign business corporation incorporated under the laws of Delaware, with its princ. office located at 2711 Centerville Rd., Ste. 400, Wilmington, DE 19808, has applied for a Certificate of Authority in Pennsylvania under the PA Bus. Corp. Law of 1988. The registered office in PA is located at 511 S. Bolmar St., West Chester, PA 19382, and shall be deemed for venue and official publication purposes to be located in Chester County.

**CHANGE OF NAME NOTICE
IN THE COURT OF COMMON PLEAS
CHESTER COUNTY, PENNSYLVANIA
CIVIL ACTION LAW
NO. 12-06830**

NOTICE IS HEREBY GIVEN that the name change petition of Wen Fu Tsai was filed in the above-named court and will be heard on November 5, 2012, at 9:30 AM, in Courtroom 7 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: July 6, 2012

Name to be changed from: Wen Fu Tsai to: Tony Wen-Fu Tsai

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

**CHANGE OF NAME NOTICE
IN THE COURT OF COMMON PLEAS
CHESTER COUNTY, PENNSYLVANIA
CIVIL ACTION LAW
NO. 12-09942**

NOTICE IS HEREBY GIVEN that the name change petition of Yinjie Xiong was filed in the above-named court and will be heard on December 17, 2012, at 9:30 AM, in Courtroom 10 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: September 19, 2012

Name to be changed from: Yinjie Xiong to: Jackson Yinjie Xiong

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 DunlapPartners Inc., PC, is incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988, approved December 21, 1988, P.L. 1444, No. 177, effective October 1, 1989, as amended.

CORPORATION NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania for JD Delta Company, Inc., under the provisions of the Pennsylvania Business Corporation Law of 1988.

CORPORATION NOTICE

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania for the purpose of obtaining a Certificate of Incorporation pursuant to the the provisions of the Business Corporation Law of 1988.

The name of the corporation is REGAN MULCH AND RECYCLING, INC.

Articles of Incorporation were filed on March 26, 2012.

PROFESSIONAL CORPORATION

Notice is hereby given that Articles of Incorporation have been filed with and approved by the Department of State of the Commonwealth of Pennsylvania at Harrisburg, PA, on Sept. 21, 2012, for the purpose of obtaining a Certificate of Incorporation pursuant to the provisions of the Professional Corporation Act of the Commonwealth of Pennsylvania. The name of the corporation is: INFINITE VITALITY CENTER, PC.

COZEN O'CONNOR, P.C., Solicitors
200 Four Falls Corporate Center, Ste. 400
West Conshohocken, PA 19428

CORPORATION NOTICE

NOTICE IS HEREBY GIVEN THAT Articles of Incorporation were filed with the Department of State for CROWE INVESTMENTS, INC., a corporation organized under the Pennsylvania Business Corporation Law of 1988. FOX ROTHSCHILD LLP, Solicitors
2000 Market Street, 20th Floor
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

BROFFT, Regina L., a/k/a Regina Ledlie Brofft, late of East Coventry Township. John W. Brofft, 325 Brownback Church Road, Spring City, PA 19475 and Frank Brofft, 624 Chatham Court, Chalfont, PA 18914, Executors. DANTE W. RENZULLI, JR., Esquire, 120 John Robert Thomas Drive, Exton, PA 19341, atty.

CARVER, Eugene H., Sr., late of New Garden Township. Sandra L. Sweet, care of MARY ANN PLANKINTON, Esquire, 17 W. Miner Street, P.O. Box 660, West Chester, PA 19381-0660, Executrix. MARY ANN PLANKINTON, Esquire, Mac Elree Harvey, LTD, 17 W. Miner Street, P.O. Box 660, West Chester, PA 19381-0660, atty.

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FAIRWEATHER, Ronald, late of Oxford. Rhonda Quinlan, care of MICHAEL R. PERNA, Esquire, 610 Millers Hill, P.O. Box 96, Kennett Square, PA 19348, Administrator. MICHAEL R. PERNA, Esquire, Perna & Abracht, LLC, 610 Millers Hill, P.O. Box 96, Kennett Square, PA 19348, atty.

FROST, Joan T., late of Uwchlan Township. Lee-Ann Frost Corry, Stephen J. Frost, Virginia Frost and Margaret E.W. Sager, care of MARGARET E.W. SAGER, Esquire, 100 Four Falls, Suite 300, West Conshohocken, PA 19428, Executors. MARGARET E.W. SAGER, Esquire, Heckscher, Teillon, Terrill & Sager, P.C., 100 Four Falls, Suite 300, West Conshohocken, PA 19428, atty.

HUNT, Harold, Jr., late of Phoenixville. Barbara Bailey, 1004 Riverwalk Drive, Phoenixville, PA 19460-3151, Executrix. JOEL B. ALBERT, Esquire, Law Offices of Joel B. Albert, P.C., 2 Bala Plaza, Suite 716, Bala Cynwyd, PA 19004, atty.

INGRAM, Charles H., late of West Goshen Township. Charles T. Ingram and Gary D. Ingram, care of GERALD C. MONTELLA, Esquire, 11 West Front Street, Media, PA 19063, Executors. GERALD C. MONTELLA, Esquire, 11 West Front Street, Media, PA 19063, atty.

KONDRATH, Martin E., late of East Brandywine Township. Barbara T. Kondrath, (NAMED IN WILL AS BARBARA E. KONDRATH), care of CAROLINE J. PATTERSON, Esquire, 411 Old Baltimore Pike, Chadds Ford, PA 19317, Executrix. CAROLINE J. PATTERSON, Esquire, Eugene Steger & Associates, P.C., 411 Old Baltimore Pike, Chadds Ford, PA 19317, atty.

SCHNEIDER, Louis W., late of Wallace Township. Louis T. Schneider, care of PATRICK C. O'DONNELL, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Executor. PATRICK C. O'DONNELL, Esquire, Gawthrop Greenwood, P.C., 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

CHARLES T. DeTULLEO

Attorney at Law
134 North Church St.
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SMITH, Josephine, late of West Goshen Township. Cynthia J. Dennis, 127 Worthington Street, West Chester, PA 19382, Administratrix. TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, atty.

TORRANS, Mary V., late of Pennsbury Township. David J. Torrns, II and Margaret T. Kaluk, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executors. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

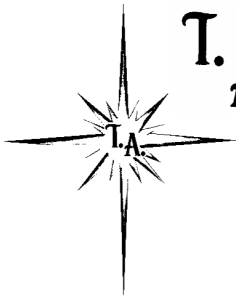
URBAN, Patricia D., late of Tredyffrin Township. Clifford H. Urban, Merin Urban and Carol Urban, care of ANNE LOUISE GRIFFIN, Esquire, 460 Norristown Road, Suite 100, Blue Bell, PA 19422, Executors. ANNE LOUISE GRIFFIN, Esquire, Wisler Pearlstone, LLP, 460 Norristown Road, Suite 100, Blue Bell, PA 19422, atty.

WILLIAMS, Inga, a/k/a Inga M. Boyer Wesley Williams, late of West Chester Borough. Marsha Thomas and Wendell Wesley, care of TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, Administrators. TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, atty.

ZACCKEY, Gene E., late of West Brandywine Township. Gene A. Zacckey, care of JOSEPH C. DE MARIA, Esquire, 237 Weadley Road, King of Prussia, PA 19406, Executor. JOSEPH C. DE MARIA, Esquire, Law Offices of Joseph C. De Maria, 237 Weadley Road, King of Prussia, PA 19406, atty.

ZEBROWSKI, Stanley V., late of East Caln Township. John Zebrowski, 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.

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2nd Publication

BONO, Yvonne F., late of East Pikeland Township. Joseph J. Bono, Jr., care of LISA COMBER HALL, Esquire, A Professional Corporation, 27 S. Darlington Street, West Chester, PA 19382, Executor. LISA COMBER HALL, Esquire, Hall Law Offices, A Professional Corporation, 27 S. Darlington Street, West Chester, PA 19382, atty.

BURGHART, Edward T., late of Honey Brook Township. David Burghart, care of KEVIN HOLLERAN, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Executor. KEVIN HOLLERAN, Esquire, Gawthrop Greenwood, P.C., 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

FAGGIOLI, Emil Paul, Sr., late of Sadsbury Township. Emil Paul Faggioli, Jr., care of TIMOTHY H. KNAUER, Esquire, 218 West Miner Street, West Chester, PA 19382, Executor. TIMOTHY H. KNAUER, Esquire, 218 West Miner Street, West Chester, PA 19382, atty.

FRANKLIN, Robert Bruce, late of Berwyn. Gloria Franklin, 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.

FULTON, Robert C., a/k/a Bob Fulton, late of West Caln Township. David Fulton, 100 Birchview Dr., Coatesville, PA 19320, Executor.

GALLAGHER, Anne D., a/k/a Anne Duffy Gallagher, late of Westtown Township. Paul P. Gallagher and Maureen Gallagher, care of NANCY W. PINE, Esquire, 104 S. Church Street, West Chester, PA 19382, Executors. NANCY W. PINE, Esquire, Pine & Pine Law Offices, 104 S. Church Street, West Chester, PA 19382, atty.

GOLDBERG, Annette, late of Tredyffrin Township. David N. Goldberg and Barbara L. Halpern, care of BURTON K. STEIN, Esquire, 200 Four Falls Corporate Center, Suite 400, West Conshohocken, PA 19428, Executors. BURTON K. STEIN, Esquire, Cozen O'Connor P.C., 200 Four Falls Corporate Center, Suite 400, West Conshohocken, PA 19428, atty.

GOLDEN, Geoffrey C., a/k/a Geoff Golden, late of North Coventry Township. Gregory A. Golden, 1236 South Hanover Street, Pottstown, PA 19465, Administrator. LEE F. MAUGER, Esquire, Mauger & Meter, PO Box 698, Pottstown, PA 19464, atty.

GOODLEY, Samuel A., late of Chester County. Samuel A. Goodley, Jr., care of BYLER, GOODLEY & WINKLE, P.C., Esquires, 7 Center Street, P.O. Box 474, Intercourse, PA 17534, Executor. BYLER, GOODLEY & WINKLE, P.C., 7 Center Street, P.O. Box 474, Intercourse, PA 17534, attys.

HERSHEY, Alta M., late of Honey Brook Township. Rebecca J. High, Noah L. Hershey and Henry M. Hershey, care of BRIAN S. BLACK, Esquire, P.O. Box 16, Lititz, PA 17543, Executors. BRIAN S. BLACK, Esquire, Gibbel Kraybill & Hess, P.O. Box 16, Lititz, PA 17543, atty.

KRUEGER, Jeanne J., late of Tredyffrin Township. Virginia Leigh Kramer, care of DOUGLAS L. KAUNE, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Executrix. DOUGLAS L. KAUNE, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

PERILSTEIN, Miriam D., late of Willistown Township. Mitchell Perilstein, 510 Denbigh Lane, Exton, PA 19341, Executor. FRANCIS C. ORTNER, JR., Esquire, 4 Mystic Lane, Malvern, PA 19355, atty.

RALEY, Kathleen Dawn, late of East Goshen Township. Norry H. Darcey, care of MATTHEW T. KELLY, Esquire, 1622 Spruce Street, Philadelphia, PA 19103, Executrix. MATTHEW T. KELLY, Esquire, Spruce Law Group, LLC, 1622 Spruce Street, Philadelphia, PA 19103, atty.

RALSTON, Betty May, late of East Vincent Township. Mary Lou Oppen, care of ALLAN B. GREENWOOD, Esquire, 941 Pottstown Pike, Suite 200, Chester Springs, PA 19425, Executrix. ALLAN B. GREENWOOD, Esquire, Siana, Bellwoar & McAndrew, LLP, 941 Pottstown Pike, Suite 200, Chester Springs, PA 19425, atty.

STANCATO, Ann M., late of Borough of West Chester. Patricia S. Jefferis, Avery Place, P.O. 563, West Chester, PA 19381-0563, Executrix. **JOSEPH R. POLITO, JR.**, Esquire, 127 East Chestnut Street, West Chester, PA 19380, atty.

WASHINGTON, Marion B., a/k/a Marian B. Washington, late of Malvern, East Whiteland Township. Shawn W. Brown, 6 Waters Road, Malvern, PA 19355, Executrix. **JOSEPH P. DIGIORGIO**, Esquire, Platt DiGiorgio & DiFabio, 1800 East Lancaster Avenue, Paoli, PA 19301, atty.

3rd Publication

BLACKBURN-CORLE, Elizabeth, late of East Whiteland Township. Elizabeth Blackburn-Goslin, 6 Elk Drive, Malvern, PA 19355, Executrix. **CHARLES J. DIORIO**, Esquire, 184 Lancaster Avenue, Malvern, PA 19355-2123, atty.

COPELAND, William G., late of Chadds Ford. Jane H. Copeland, care of J. STODDARD HAYES, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Executrix. **J. STODDARD HAYES**, Esquire, Gawthrop Greenwood PC, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

CRIST, Edward E., late of Downingtown Borough. Steven E. Crist, care of **LEONARD A. SLOANE**, Esquire, 344 West Front Street, Media, PA 19063, Executor. **LEONARD A. SLOANE**, Esquire, Eckell Sparks Levy Auerbach Monte Sloane Matthews & Auslander, P.C., 344 West Front Street, P.O. Box 319, Media, PA 19063, atty.

DELIBERATO, Margaret Theresa, a/k/a Margaret T. DeLiberato, late of Borough of Downingtown. Michael DeLiberato, 103 Larson Lane, Coatesville, PA 19320 and Paula Cloud, 16 Berkley Dr., Downingtown, PA 19335, Executors. **WILLIAM T. KEEN**, Esquire, Keen, Keen & Good, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

GLEN, Natalie Musser, a/k/a Natalie Musser Heebner, late of Kennett Square, Pennsbury Township. Robert A. Glen, 8 Hobson Drive, Hockessin, DE 19707, Executor.

JOHNSON, Juanita W., late of New Garden Township. Bonnie Barlow, 122 Jenners Pond Rd., Apt 2103, West Grove, PA 19390, Executrix. **WILLIAM E. HOWELL JR.**, Esquire, 110 E. State Street, Kennett Square, PA 19348, atty.

MCGUIRE, Meghan A., late of Berwyn, Easttown Township. Paul F. McGuire, care of **STEVEN M. ROMANO**, Esquire, 250 W. Lancaster Ave., Suite 160, Paoli, PA 19301, Executor. **STEVEN M. ROMANO**, Esquire, 250 W. Lancaster Ave., Suite 160, Paoli, PA 19301, atty.

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MELODY, Michael J., Jr., a/k/a M.J. Melody, Jr., a/k/a/ M. Joseph Melody, Jr., late of Uwchlan Township. Brendan T. Melody and Timothy C. Melody, care of JAMES E. MC ERLANE, Esquire, 24 E. Market Street, West Chester, PA 19381, Executors. JAMES E. MC ERLANE, Esquire, Lamb Mc Erlane, 24 E. Market Street, P.O. Box 565, West Chester, PA 19381, atty.

MULLIN, John H., late of North Coventry. Betsy Anne Mullin, 455 Laurelwood Road, Pottstown, PA 19465, Executrix. KENNETH E. PICARDI, Esquire, 1129 E. High Street, P.O. Box 776, Pottstown, PA 19464, atty.

SNELL, Mary Jane, a/k/a Mary J. Snell, Mary Jane Griffiths Snell, late of Schuylkill Township. Bruce V. Griffiths, 1202A West 9th Street, Austin, TX 78703, David C. Griffiths, 501 W. Seven Stars Rd., Phoenixville, PA 19460 and Joanne G. Gordon, 7104 Hillside Rd., Harrisburg, PA 17112, Executors. JAMES C. KOVALESKI, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 East High Street, Pottstown, PA 19464-5426, atty.

STEELE, Anna Davis, a/k/a Anna R. Davis Steele and Anna R. Davis, late of Pennsbury Township. Herschella K. Reynolds and Donald F. Copeland, care of DONALD F. COPELAND, Esquire, 167 Daylesford Blvd., Berwyn, PA 19312, Executors. DONALD F. COPELAND, Esquire, 167 Daylesford Blvd., Berwyn, PA 19312, atty.

STEELE, George, late of Pennsbury Township. George B. Steele, care of DONALD F. COPELAND, Esquire, 167 Daylesford Blvd, Berwyn, PA 19312, Executor. DONALD F. COPELAND, Esquire, 167 Daylesford Blvd, Berwyn, PA 19312, atty.

STRATEMEYER, Charles H., a/k/a Bud Stratemeyer, late of Hatboro-Upper Moreland. Jacqueline E. Stratemeyer, 440 W. Monument Ave., Hatboro, PA 19040, Executrix.

THOMPSON, Katherine A., late of Kennett Square. Mark D. Thompson, care of ANITA M. D'AMICO, Esquire, 128 E. State Street, P.O. Box 618, Kennett Square, PA 19348, Executor. ANITA M. D'AMICO, Esquire, Rigler & D'Amico, LLC, 128 E. State Street, P.O. Box 618, Kennett Square, PA 19348, 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

DEVON GROVE PRESS, with its principal place of business at 631 Thomas Jefferson Rd., Wayne, PA 19087.

The application has been (or will be) filed on: September 24, 2012.

The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Judith Donato, 631 Thomas Jefferson Rd., Wayne, PA 19087, Mark Woepse, 631 Thomas Jefferson Rd., Wayne, PA 19087 and Judith Donato Productions Inc., 631 Thomas Jefferson Rd., Wayne, PA 19087.

ECO DRAINAGE SOLUTIONS, with its principal place of business at 287 Martins Corner Road, Coatesville, Chester County, Pennsylvania.

The application has been (or will be) filed on: September 27, 2012.

The name and address of the persons owning or interested in said business: Turpin Landscaping, Inc., 287 Martins Corner Road, Coatesville, Chester County, Pennsylvania.

JAMES B. GRIFFIN, Solicitor
James B. Griffin, P.C.
623 N. Pottstown Pike
Exton, PA 19341

NONPROFIT CORPORATION

Notice is hereby given that ROZ CAR IMBABAZI FUND been organized under the provisions of the Non-Profit Corporation Law of 1988 and filed Articles of Incorporation with the Pennsylvania Department of State on Sept. 20, 2012. The purpose is to receive, administer and distribute funds and other assets exclusively for religious, charitable, scientific, or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

NONPROFIT CORPORATION

NOTICE IS HEREBY GIVEN that Articles were filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania, on September 28, 2012 for Owen J. Roberts Rowing Club pursuant to the provisions of the PA Nonprofit Corporation Law of 1988.

The purpose or purposes for which it was organized are as follows: for developing young student athletes who are well versed and prepared in the athletic arena and for developing strong character and life skills in our men and women.

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1st Publication**WEST SADBURY TOWNSHIP****Notice to Public of Intent to Adopt
Local Services/Occupation Privilege Tax**

Notice is given pursuant to the Local Tax Enabling Act that the Township of West Sadsbury intends to adopt a Local Services/Occupation Privilege Tax Ordinance, the caption and summary of which is as follows:

ORDINANCE LEVYING A TAX OF FIFTY TWO DOLLARS FOR THE PRIVILEGE OF ENGAGING IN AN OCCUPATION WITHIN WEST SADBURY TOWNSHIP; REQUIRING EMPLOYERS TO REGISTER AND COLLECT THE TAX; PRESCRIBING REQUIREMENTS FOR RETURNS AND RECORDS; APPOINTING AND CONFERRING POWERS AND DUTIES ON THE COLLECTOR; AND IMPOSING PENALTIES.

The Board of Supervisors of West Sadsbury Township intends to adopt this Ordinance at a meeting to be held on November 13, 2012 at 7:30 p.m. at the Township Building at 6400 N. Moscow Road, Parkesburg, PA. The Ordinance will impose a tax of \$52 on each individual who engages in an occupation within the boundaries of the Township. The Ordinance will be effective January 1, 2013.

This tax shall be collected by Lancaster County Tax Collection Bureau.

The estimated revenue to be derived from the tax during 2013 is \$36,400. The tax is imposed for to provide revenue for: (a) emergency services; (b) road construction and/or maintenance; (c) general real estate tax reduction; or (d) real estate tax reduction through implementation of a homestead and farmstead exclusion.

A copy of the full text of the proposed Ordinance may be obtained by any citizen at the Business Office of the Township located at 6400 N. Moscow Road, Parkesburg, PA 19365 during regular business hours (Mondays, Tuesdays and Thursdays between 9:00 a.m. and 4:00 p.m.)

Frank Haas, Chairman

NOTICE**ANTHONY MORRIS, ESQUIRE**

Attorney I.D. No. 25611

BUCKLEY, BRION, MCGUIRE, MORRIS & SOMMER, LLP

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West Chester, PA 19382

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IN RE: WAYLAND WASHINGTON & DAVIDA WASHINGTON : IN THE COURT OF COMMON PLEAS
367 SOUTH FIRST AVENUE
COATESVILLE, PA 19320 : CHESTER COUNTY, PENNSYLVANIA

Premises: ES OF S FIRST AVE : NO. 12-08061
LOT& DWG

Tax Parcel No: 16-10-113

TO: WAYLAND WASHINGTON**NOTICE OF PETITION FOR JUDICIAL TAX SALE**

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@ Chester County Bar Association

DATE	CLE SESSIONS	TIME	CREDIT HOURS
Oct. 2	PBI: Family Law in the Internet Age (g)	9 am – 12:15 pm	3 SUB
Oct. 3	Beer & BULL Session: You Are What You Eat...and Drink!***	5 pm – 6 pm	1 Ethic
Oct. 4	PBI: Realty Transfer Tax Update (g)	12 pm - 3:15 pm	3 SUB
Oct. 10	Custody Mediation Seminar	8:30 am-12:15 pm	2.5 SUB & 1 ETH
Oct. 11	Brandywine Battlefield & Saving Our Historic Sites***	4 pm – 5 pm reception to follow	1 SUB
Oct. 12	PBI: How to Properly Document a Settlement Agreement (v)	9 am – 1:30 pm	4 SUB
Oct. 17	PBI: Family of Laws for the Family Lawyer (v)	9 am – 4:30 pm	6 SUB
Oct. 18	PBI: Thorny Issues in PR's Landlord Tenant Law (g)	9 am – 1:15 pm	4 SUB
Oct. 19	PBI: Preparing LLC Documents (g)	9 am – 12:15 pm	3 SUB
Oct. 22	PBI: Saving the Family Home in the Continuing Foreclosure Crisis (g)	12:30 pm–4:45 pm	4 SUB
Oct. 23	PBI: The 2 nd Season: Issues for Divorce over Fifty (g)	8:30 am-4:30 pm	5 SUB & 1.5 Ethics
Oct. 25	Immigration CLE***	8 am – 4 p.m.	TBD
Oct. 26	Pro Bono CLE for New Pro Bono Attorneys***	8:30 am – 12:30pm	3 SUB & 1 Ethics
Oct. 30	PBI: iPad for Legal Professionals (v)	9 am – 5 pm	6 SUB
Oct. 31	PBI: 16 Annual Family Law Update (g)	8:30 am – 1:15 pm	4.5 SUB

(v) = video
(g) = live groupcast
*** = all welcome to attend



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