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Estate of Warren vs. Chatham Acres Healthcare Group, Inc., et al

Arbitration clause – Negligence per se – Punitive damages – Survival claim – Limited wrongful death claim - Specificity

1. A court, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under an agreement, shall, on application of one of the parties, stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement.
2. A cause of action for negligence *per se* establishes the elements of duty and breach of duty where an individual violates an applicable statute, ordinance, or regulation designed to prevent a public harm.
3. A request for punitive damages does not constitute an independent cause of action; rather, a request for punitive damages is merely incidental to a cause of action.
4. A claim for punitive damages may not be maintained absent an independent cause of action for actual damages.
5. Generally, only parties to an arbitration agreement are subject to arbitration.
6. The personal representative of a decedent's estate has standing to assert a survival claim.
7. A survival claim is simply the action the decedent could have brought for the injuries he suffered prior to his death and is generally for the benefit of the estate.
8. Any claim which would have been subject to arbitration if asserted by the decedent during his or her lifetime must be arbitrated when the claim is asserted by the personal representative of the decedent's estate after death.
9. The personal representative of a decedent's estate has standing to bring a wrongful death action.
10. Recovery of damages in a wrongful death action passes to certain statutory beneficiaries of the decedent pursuant to 42 Pa. C.S. § 8301(b) of the wrongful death statute, namely, the spouse, children or parents of the deceased. Alternatively, if there are no statutory beneficiaries to whom recovery could pass under § 8301(b), then a "limited" wrongful death claim may be brought pursuant to § 8301(d) of the wrongful death statute. If no person is eligible to recover damages under subsection (b), then the personal representative of the deceased may bring an action to recover damages for reasonable hospital, nursing, medical, funeral expenses and expenses of administration necessitated by reason of injuries causing death.
11. The personal representative of a decedent's estate may simultaneously be a statutory beneficiary of the decedent pursuant to 42 Pa. C.S. § 8301(b). In that scenario, the personal representative asserting a wrongful death claim recovers damages in his or her capacity as spouse, child, or parent of the deceased, not as personal representative of the deceased's estate.
12. Beneficiary claims are not subject to arbitration if the statutory beneficiaries

are not signatories to the arbitration agreement, even when the agreement itself purports to extend to wrongful death claims. A decedent's agreement with a nursing home to arbitrate all claims is not binding on the non-signatory wrongful death claimants because a decedent does not have the power to contract away the wrongful death action of his heirs.

13. Limited wrongful death claims have been held to be subject to enforceable arbitration agreements. A limited claim arises when there are no statutory beneficiaries (spouse, children, or parents of the deceased) to whom recovery of damages could pass under § 8301(b).
14. Personal representatives proceeding pursuant to § 8301(d) are bound by otherwise enforceable arbitration agreements signed by a decedent. Statutory beneficiary wrongful death claims are distinguishable from derivative wrongful death survival claims made by a personal representative.
15. The appellate courts of the Commonwealth have held that "a judicially confirmed private arbitration award will have collateral estoppel effect, even in favor of non-parties to the arbitration, if the arbitrator actually and necessarily decided the issue sought to be foreclosed and the party against whom estoppel is invoked had full incentive and opportunity to litigate the matter, but, based upon U.S. Supreme Court cases, the preclusive effect of arbitration in judicial proceedings is uncertain.
16. As the name suggests, punitive damages are penal in nature and are proper only in cases where the defendant's actions are so outrageous as to demonstrate willful, wanton or reckless conduct.
17. Punitive damages are an extreme remedy available in only the most exceptional matters.
18. Punitive damages are specifically designed to heap an additional punishment on a defendant who is found to have acted in a fashion which is particularly egregious.
19. A showing of mere negligence, or even gross negligence, will not suffice to establish that punitive damages should be imposed.
20. In a medical professional liability action in which alleged liability is vicarious in nature, a defendant's exposure to punitive damages is controlled by Pennsylvania's Medical Care Availability and Reduction of Error (MCARE) Act, which provides a showing of gross negligence is insufficient to support an award of punitive damages.
21. Punitive damages shall not be awarded against a health care provider who is only vicariously liable for the actions of its agent that caused the injury unless it can be shown by a preponderance of the evidence that the party knew of and allowed the conduct by its agent that resulted in the award of punitive damages.
22. Pennsylvania Rule of Civil Procedure 1019(a) obligates a plaintiff to plead the material facts upon which a cause of action is based. That subsection is satisfied when the pleadings adequately explain the nature of the claim to the opposing party so as to permit him to prepare a defense.

23. In determining whether a particular paragraph in a complaint has been stated with the necessary specificity, such paragraph must be read in context with all other allegations in that complaint.
24. Chatham is an assisted-living and skilled-nursing facility operating under the name Twin Pines Health Care Center. The decedent previously signed a Resident and Facility Arbitration Agreement with Twin Pines. In June, 2017, decedent suffered a fall at the Twin Pines facility which rendered her non-ambulatory; in August, 2017, she fell a second time as employees attempted to transfer her to a wheelchair, requiring her to be hospitalized, where she was diagnosed with dehydration and an untreated hip fracture; she passed away on October 28, 2017. Plaintiffs are husband and wife, the former being the decedent's nephew, sole beneficiary under her will and appointed executor of her estate while the latter had held the decedent's medical power of attorney.
25. The Court construes Plaintiffs' "Reckless Indifference" claim at Count I of the complaint as, instead, a request for punitive damages on Plaintiffs' negligence and negligence *per se* claims.
26. The terms of the arbitration agreement upon which Defendants rely refers to any legal controversy, dispute, disagreement or claim of any kind, including negligence, medical malpractice, wrongful death, and any departures from the standard of care either arising out of or in any way relating to the agreement or decedent's stay at the Twin Pines facility shall be settled by binding arbitration.
27. The fact that Plaintiff/the nephew is the beneficiary of the estate under the will does not make him a statutory beneficiary entitled to recover damages under § 8301(b), rather, because it does not appear that decedent had any statutory beneficiaries, the sole wrongful death remedy available to the nephew is an action under § 8301(d), which grants an estate recovery of certain medical and funeral costs and estate administration expenses necessitated by reason of injuries causing death.
28. Plaintiffs contend that because they are not parties to the arbitration agreement, contract principles instruct they are not bound by its terms. The parties to the agreement which includes the arbitration clause are decedent and Twin Pines Health Care Center. Saber Health is not a party to the arbitration agreement. The tortious interference with contract claim is based upon the power of attorney and is therefore not subject to arbitration.
29. Given this unresolved aspect of bifurcation and the lack of efficiency in litigating in two forums, the Court encouraged the parties to discuss the benefits of a single forum for the parties and the court; however, the Court is bound by the Supreme Court's directive to favor enforcement over efficiency.
30. The Court agrees with Defendants that the acts and omissions upon which Plaintiffs' negligence and negligence *per se* causes of action are based fail to describe reckless conduct sufficient to support an award of punitive damages. If discovery leads to additional facts rising to the standard of required for punitive damages, Plaintiff shall be free to amend the Complaint or demand at that time.

31. Vaguely alleging negligence such as failing to provide the plaintiff with a safe environment and advising Defendant that certain acts or omissions which are presently unknown may subsequently form Plaintiffs' basis for negligence liability if they are discovered in the future are not sufficiently specific.
32. Upon consideration of Defendants' Preliminary Objections to Plaintiffs' Complaint, the Court *Held*: Objection in the nature of a motion to compel arbitration is overruled as to Saber Healthcare Group, LLC; Objection in the nature of a motion to compel arbitration is overruled insofar as it applies to Count IV, titled "Tortious Interference With Contract"; Objection in the nature of a motion to compel arbitration is sustained to the extent asserted by Defendant Chatham Acres Healthcare Group, Inc., as to Count II for Negligence, and Count III titled "Violation of Pennsylvania's Regulations Governing Personal Care Homes" (negligence *per se*); Objection to strike demand for punitive damages and allegations of reckless conduct is sustained; Objection for insufficient specificity is sustained as to subparagraphs 33(e) and 33(h) of the Complaint, and said subparagraphs are stricken from the Complaint; and Objection for insufficient specificity in a pleading is overruled as to subparagraph 33(i) of the Complaint. The Court's rulings regarding Objections in the nature of a motion to compel arbitration are entered without prejudice to Plaintiffs filing an Amended Complaint within thirty days of the entry of this Order on the docket, Defendants reasserting preliminary objections thereto, and any of the parties to file a motion to stay these proceedings at Common Pleas pending resolution of the arbitrable claims.

R.E.M.

C.C.P., Chester County, Pennsylvania, Civil Action No. 2019-10420; Gerald Halvorson and Elizabeth Halvorson, individually and as the Administrator of the Estate of Doris J. Warren and Healthcare Power of Attorney for Doris J. Warren vs. Chatham Acres Healthcare Group, Inc. d/b/a Twin Pines Health Care Center, and Saber Healthcare Group, LLC

Jake D. Becker for Plaintiffs

Elizabeth A. Williams and J. Michael Doyle for Defendants

Binder, J., April 24, 2020:-

opinion attached to this Order;

5. Defendants' Preliminary Objection for insufficient specificity in a pleading is **SUSTAINED** as to subparagraphs 33(e) and 33(h) of the Complaint, and said subparagraphs are **STRICKEN** from the Complaint; and
6. Defendants' Preliminary Objection for insufficient specificity in a pleading is **OVERRULED** as to subparagraph 33(i) of the Complaint.

IT IS FURTHER ORDERED that the Court's rulings regarding Defendants' Preliminary Objections in the nature of a motion to compel arbitration are entered without prejudice to: (1) Plaintiffs to file an Amended Complaint within thirty (30) days of the entry of this Order on the docket; (2) Defendants to reassert preliminary objections thereto; and (3) any of the parties to file a motion to stay these proceedings at Common Pleas pending resolution of the arbitrable claims.¹

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

¹ This Court should not stay these proceeding, *sua sponte*. See *Simmons v. Simpson House, Inc.*, 259 F.Supp.3d 200, 211 (E.D. Pa. 2017) ("[T]he court ... upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall *on application of one of the parties*, stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement.") (quoting 9 U.S.C. § 3 and adding emphasis).

MEMORANDUM OPINION

Presently before the Court are Defendants Chatham Acres Healthcare Group, Inc. (“Chatham”) and Saber Healthcare Group, LLC’s (“Saber Health”) (collectively “Defendants”) preliminary objections to Plaintiffs’ complaint in this wrongful death and survival action. In their first objection Defendants move to compel arbitration pursuant to Pa. R.C.P. 1028(a)(6). In their second and third objections Defendants move to strike from the complaint “any and all allegations of recklessness which are suggestive of a claim for punitive damages,” Obj., 47, and certain allegations of negligence which Defendants characterize as “vague, overly broad, [and] conclusory.” Id., 66. See, Pa.R.C.P. 1028(a)(3). Upon review, the objections are sustained in part and overruled in part, as more fully specified below.

As alleged in the Complaint and preliminary objections, Chatham is an assisted-living and skilled-nursing facility located in West Grove, Chester County, operating under the fictitious name “Twin Pines Health Care Center” (hereinafter “Twin Pines”). Doris J. Warren (“Warren”) signed a Resident and Facility Arbitration Agreement with Twin Pines in 2014.² Subsequently, in May of 2017, Warren was admitted again to Twin Pines. In June, Warren suffered a fall at the Twin Pines facility which rendered her non-ambulatory. Then, in August, Warren fell a second time as Twin Pines employees attempted to transfer her to a wheelchair. Warren’s second fall required her to be hospitalized, during which time she was diagnosed with dehydration and an untreated hip fracture. Warren subsequently passed away on October 28, 2017.

Plaintiffs Gerald and Elizabeth Halvorsen instituted this action against Defendants on October 16, 2019. The Halvorsens are husband and wife. Warren’s last will and testament identifies Gerald as her nephew and the sole beneficiary of her estate. Further, on March 26, 2019, Gerald was appointed executor of Warren’s estate by the Chester County Register of Wills. Prior to Warren’s passing, Elizabeth Halvorsen held Warren’s medical power of attorney. In that role Elizabeth was authorized to make medical decisions on Warren’s behalf during Warren’s residency at Twin Pines. See, Compl. at 45.

Plaintiffs’ complaint against Defendants sets forth claims for negligence (Count II) and negligence *per se* (Count III).³ These claims are survival claims to the extent Plaintiffs assert them on behalf of Warren’s estate for injuries Warren suffered prior to her death; relatedly, they are wrongful death claims to the extent

² It is unclear from the pleadings but it appears that Warren was admitted in 2014, subsequently left, and then returned in 2017.

³ Count III of Plaintiffs’ complaint is titled “*Violation of Pennsylvania’s Regulations Governing Personal Care Homes*, 55 Pa. Code § 2600.1, *et seq.*” Plaintiffs’ counsel clarified at oral argument that Count III is a claim for negligence *per se*. See, e.g., Ramalingam v. Keller Williams Realty Grp., Inc., 121 A.3d 1034, 1042 (Pa. Super. 2015) (explaining that a cause of action for negligence *per se* “establishes the elements of duty and breach of duty where an individual violates an applicable statute, ordinance, or regulation designed to prevent a public harm.”) (emphasis added).

Plaintiffs assert them either on behalf of Warren’s statutory beneficiaries under the wrongful death statute, *see*, 42 Pa. C.S. § 8301(b), or on behalf of Warren’s estate for certain expenses incurred as a result of her death. *See*, *Id.*, § 8301(d). Plaintiffs also bring a claim for “tortious interference with contract” (Count IV) and demand punitive damages from Defendants (styled as a formal claim at Count I of the complaint).⁴

On November 5, 2019, Defendants filed the instant preliminary objections in which they argue that Plaintiffs’ claims against them are subject to arbitration because Warren executed an arbitration agreement upon her admission to Twin Pines. The terms of the arbitration agreement upon which Defendants rely states in relevant part: “Any legal controversy, dispute, disagreement or claim of any kind” either “arising out of or in any way relating to this [a]greement or [Warren’s] stay” at the Twin Pines facility “shall be settled by binding arbitration[.]” *Obj.*, Ex. B, p. 1. The agreement states specifically that it applies to claims based on, *inter alia*, negligence, medical malpractice, wrongful death, “and any departures from the standard of care.” *Ibid.*

On November 25, 2019, Plaintiffs filed a response in which they characterize Defendants’ objection to compel arbitration as “meritless.” Plaintiffs contend that because they are not parties to the arbitration agreement, “contract principles instruct they are not bound by its terms.” *Res.*, 9.

The Court held oral argument on Defendants’ preliminary objections and Plaintiffs’ response in opposition on February 24, 2020. Accordingly, the objections are ripe for disposition.

Preliminary Objection to Compel Arbitration

Based upon the Court’s review of Defendants’ objection and Plaintiffs’ response, the applicable law, and the representations made by the parties’ counsel at oral argument, the Court makes the following rulings:

First, the agreement upon which Defendants move to compel arbitration states that the parties thereto are “Doris J. Warren” and “Twin Pines Health Care Ctr.” *Obj.*, Ex. B, p. 1. As acknowledged by Defendants’ counsel at oral argument, Saber Health is not a party to the arbitration agreement. Accordingly, Defendants’ objection to compel arbitration is overruled to the extent the objection is asserted by Saber Health, and none of Plaintiffs’ claims against Saber Health are

⁴ A request for punitive damages does not constitute an independent cause of action in Pennsylvania. *Weston v. Northampton Pers. Care, Inc.*, 62 A.3d 947, 961 (Pa. Super. 2013) (citation omitted). “Rather, a request for punitive damages is merely incidental to a cause of action.” *Ibid.*; *accord*, *Shanks v. Alderson*, 582 A.2d 883, 885 (Pa. Super. 1990) (“[A] claim for punitive damages may not be maintained absent an independent cause of action for actual damages[.]”). Accordingly, the Court construes Plaintiffs’ “Reckless Indifference” claim at Count I of the complaint as, instead, a request for punitive damages on Plaintiffs’ negligence and negligence per se claims.

subject to arbitration. See, e.g., Smay v. E.R. Stuebner, Inc., 864 A.2d 1266, 1271 (Pa. Super. 2004) (“In general, only parties to an arbitration agreement are subject to arbitration.”); but see, Provenzano v. Ohio Valley Gen. Hosp., 121 A.3d 1085, 1097 (Pa. Super. 2015) (discussing exception to the general rule).

Second, Plaintiffs’ claim for tortious interference with contract based upon the Warren/Elizabeth Halvorsen power of attorney is not subject to arbitration as to either Defendant because the tortious interference claim is based on the power of attorney and not based on or arising out of the contract containing the arbitration clause. As such it stands as a wholly separate cause of action. Accordingly, Defendants’ objection to compel arbitration is overruled as it applies to Count IV of the complaint.

Third, Plaintiffs’ negligence and negligence *per se* survival claims against Chatham/Twin Pines are subject to arbitration in accordance with the terms of the arbitration agreement. The personal representative (*i.e.*, executor or administrator) of a decedent’s estate has standing to assert a survival claim. See, Bouchon v. Citizen Care, Inc., 176 A.3d 244, 258 (Pa. Super. 2017) (“All actions that survive the decedent ... *must* be brought by or against the personal representative of the decedent’s estate.”) (emphasis in original). A survival claim “is simply the action the decedent could have brought for the injuries he suffered prior to his death and is generally for the benefit of the estate.” Rickard v. American National Property and Casualty Co., 173 A.3d 299, 306 (Pa. Super. 2017). It follows from these legal principles that any claim which would have been subject to arbitration if asserted by the decedent during his or her lifetime must still be arbitrated when the claim is asserted by the personal representative of the decedent’s estate after death.

In this case, the negligence and negligence *per se* survival claims against Chatham/Twin Pines would have been subject to arbitration if they had been brought by Warren during her lifetime because they unquestionably fall within the scope of the arbitration agreement. Therefore, the claims remain subject to arbitration even though they are asserted as survival claims by Gerald Halvorsen in his capacity as personal representative of Warren’s estate.

Fourth, Plaintiffs’ negligence and negligence *per se* wrongful death claims against Chatham/Twin Pines are also subject to arbitration. Under Pennsylvania law the personal representative of a decedent’s estate has standing to bring a wrongful death action. See, Pa. R.C.P. 2202(a). However, recovery of damages in a wrongful death action passes to certain statutory beneficiaries of the decedent pursuant to 42 Pa. C.S. § 8301(b) of the wrongful death statute, namely, “the spouse, children or parents of the deceased.”⁵ Alternatively, if there are no stat-

⁵ The personal representative of a decedent’s estate may simultaneously be a statutory beneficiary of the decedent pursuant to 42 Pa. C.S. § 8301(b). In that scenario, the personal representative asserting a wrongful death claim recovers damages in his or her capacity as spouse, child, or parent of the deceased, not as personal representative of the deceased’s estate. This is not the case in the instant matter, however, as it is established that Gerald Halvorsen was Doris Warren’s nephew. See discussion, *infra*.

utory beneficiaries to whom recovery could pass under § 8301(b), then a “limited” wrongful death claim may be brought pursuant to § 8301(d) of the wrongful death statute, which provides: “If no person is eligible to recover damages under subsection (b), [then] the personal representative of the deceased may bring an action to recover damages for reasonable hospital, nursing, medical, funeral expenses and expenses of administration necessitated by reason of injuries causing death.” 42 Pa. C.S. § 8301(d).

Whether a wrongful death claim is subject to arbitration turns on whether the claim is a beneficiary claim under § 8301(b) or limited claim under § 8301(d). Specifically, beneficiary claims are **not** subject to arbitration if the statutory beneficiaries are not signatories to the arbitration agreement, even when the agreement itself purports to extend to wrongful death claims. See, e.g., Pisano v. Extendicare Homes, Inc., 77 A.3d 651, 662 - 63 (Pa. Super. 2013) (holding that a decedent’s agreement with a nursing home to arbitrate “all claims” is “not binding on the non-signatory wrongful death claimants” because “a decedent does not have the power to contract away the wrongful death action of his heirs[.]”) (quoting Bybee v. Abdulla, 189 P.3d 40, 49-50 (Utah 2008); see also Kohlman v. Grane Healthcare Company, 2020 WL 611085, *6 (Pa. Super. 2020) (remanding to determine the unconscionability of the arbitration agreement related to the arbitrable claims and opining: “We conclude, therefore, that the trial court did not abuse its discretion in determining that Decedent’s contractual agreement with [the nursing home] to arbitrate all claims was not binding on the non-signatory wrongful death claimants.”).

On the other hand, limited wrongful death claims have been held to be subject to enforceable arbitration agreements. As noted, a limited claim arises when there are no statutory beneficiaries (spouse, children, or parents of the deceased) to whom recovery of damages could pass under § 8301(b). In MacPherson v. Magee Mem’l Hosp. for Convalescence, 128 A.3d 1209 (Pa. Super. 2015), the Superior Court reasoned that limited wrongful death claims under § 8301(d) are substantively similar to a survival action claims because, like such claims, the damages available in a § 8301(d) action are exclusively for the benefit of the decedent’s estate. Id., at 1126. The MacPherson court thus held that: “Personal representatives proceeding pursuant to § 8301(d) . . . **are bound** by otherwise enforceable arbitration agreements signed by a decedent.” Id. at 1226–27 (emphasis added). See also Griest v. Griest, 183 A.3d 1015, 1025 (Pa. Super. 2018) (summarizing Taylor v. Extendicare Health Facilities, Inc., 147 A.3d 490 (Pa. 2016) as holding that statutory beneficiary wrongful death claims are distinguishable from derivative wrongful death survival claims made by a personal representative).

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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

BECKER, Marilyn Rogers, a/k/a Marilyn R. Becker, late of New Garden Township. Catherine E. Wilkins, care of KRISTEN R. MATTHEWS, Esquire, 17 W. Miner St., West Chester, PA 19382, Executrix. KRISTEN R. MATTHEWS, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

BERNAT, Henry J., a/k/a Henry Bernat, late of Charlestown Township. John F. Bernat, 424 New Street Spring City, PA 19475, Executor. DANTE W. RENZULLI, JR., Esquire, 120 John Robert Thomas Drive Exton, PA 19341, atty.

BODTKE, Margaret B., late of West Brandywine Township. Judith E. Bodtke, care of APRIL L. CHARLESTON, Esquire, 60 W. Boot Rd., Ste. 201, West Chester, PA 19380, Executrix. APRIL L. CHARLESTON, Esquire, The Charleston Firm, 60 W. Boot Rd., Ste. 201, West Chester, PA 19380, atty.

CARROLL, Lillie, late of Daytona Beach, Florida. Brenda Grable, 21 Elio Circle, Trappe, PA 19426, and Gregory Carroll, 605 Nutt Road, Phoenixville, PA 19460, Executors. STEPHEN I. BAER, Esquire, Baer Romain & Ginty LLP, 1288 Valley Forge Road, Suite 63, Phoenixville, PA 19460, atty.

DONEGAN, James E., late of Caln Township. Annmarie T. Hagan, care of DUKE SCHNEIDER,

Esquire, 17 W. Miner St., West Chester, PA 19382, Executrix. DUKE SCHNEIDER, Esquire, MacElree Harvey, 17 W. Miner St., West Chester, PA 19382, atty.

DOUGHERTY, William J.K., late of West Whiteland Township. Colin J. Dougherty, care of HUDSON L. VOLTZ, Esquire, 110 Hopewell Rd., Ste. 200, Downingtown, PA 19335, Executor. HUDSON L. VOLTZ, Esquire, Hudson L. Voltz, P.C., 110 Hopewell Rd., Ste. 200, Downingtown, PA 19335, atty.

FEDISON, Eileen B., a/k/a Eileen T. Fitzpatrick, a/k/a Eileen F. Brogan, late of Upper Uwchlan Township. Dennis P. Fedison, 4 Rabbit Run Lane, Glenmoore, PA 19343, Executor.

GUERRERA, Nina, late of Coatesville. Rita Ann Fantanarosa, Dominick J. Guerrera, Anita R. Lockhart, John A. Guerrera and Anthony J. Guerrera, care of ALBERT M. SARDELLA, Esquire, 1240 East Lincoln Highway Coatesville, PA 19320, Executors. ALBERT M. SARDELLA, Esquire, Law Offices Albert M. Sardella, 1240 East Lincoln Highway Coatesville, PA 19320, atty.

HARKINS, Virginia R., late of West Grove Borough. Donald B. Lynn, Jr., care of L. PETER TEMPLE, Esquire, P. O. Box 384, Kennett Square, PA 19348, Administrator. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P. O. Box 384, Kennett Square, PA 19348, atty.

HOUCHINS, Gladis, late of East Goshen Township. Lisa Muench and Joanne Donehower, care of JONATHAN H. ELLIS, Esquire, One Tower Bridge, 100 Front St., Ste. 100, Conshohocken, PA 19428, Executrices. JONATHAN H. ELLIS, Esquire, Flaster Greenberg PC, One Tower Bridge, 100 Front St., Ste. 100, Conshohocken, PA 19428, atty.

LaVIGNE, Wanda Rae, a/k/a Wanda R. LaVigne, late of East Goshen Township. Deidra Rae Noland, care of STEPHEN D. POTTS, Esquire, Strafford Office Bldg., #2, 200 Eagle Rd., Ste. 106, Wayne, PA 19087-3115, Executrix. STEPHEN D. POTTS, Esquire, Herr, Potts & Potts, LLC, Strafford Office Bldg., #2, 200 Eagle Rd., Ste. 106, Wayne, PA 19087-3115, atty.

LEVAN, Barbara L., a/k/a Barbara Louise Levan, late of West Caln Township. Jason Todd Levan, 136 Telegraph Rd., Coatesville, PA 19320, Executor. JOHN A. KOURY, JR., Esquire, O'Donnell, Weiss & Mattei, P.C., 41 E. High St., Pottstown, PA 19464, atty.

MORAN, Christina Margaret, late of Elverson Borough. Elizabeth Dougherty, 573 Coach Hill Ct., West Chester, PA 19380, Administratrix. **JANNA M. PELLETIER**, Esquire, 535 N. Church St., Ste. 309, West Chester, PA 19380, atty.

MULL, Robert G., late of Spring City Borough. Robert E. Mull, care of **BRUCE W. LAVERTY**, Esquire, 701 East Lancaster Avenue, Suite B, Downingtown, PA 19335, Executor. **BRUCE W. LAVERTY**, Esquire, Laverty Law Offices, 701 East Lancaster Avenue, Suite B, Downingtown, PA 19335, atty.

NOONAN, Kathryn A., late of West Goshen Township. Lorraine N. Audet, care of **MAURICE D. LEE, III**, Esquire, 1500 Market St., 38th Fl. West Philadelphia, PA 19102, Administratrix. **MAURICE D. LEE, III**, Esquire, Saul Ewing Arnstein & Lehr LLP, 1500 Market St., 38th Fl. West Philadelphia, PA 19102, atty.

O'SHEA, Bartholomew Francis, late of Tredyffrin Township. Mark F. O'Shea, care of **KENNETH R. WERNER**, Esquire, 203 West Miner Street, West Chester, PA 19382-2924, Executor. **KENNETH R. WERNER**, Esquire, Werner & Wood, 203 West Miner Street, West Chester, PA 19382-2924, atty.

RASCHIATORE, Geraldine M., a/k/a Geraldine Margaret Raschiatore, late of East Caln Township. Kellie L. Shank, care of **LOUIS N. TETI**, Esquire, 17 W. Miner St., West Chester, PA 19382, Executrix. **LOUIS N. TETI**, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

RENTEL, Marsenna Fay, a/k/a Marsenna Fay Rentel, late of Downingtown. Cynthia Middlestead, 42 Williams Way, Downingtown, PA 19335, Executor.

RICHARDSON, William R., late of East Coventry Township. Kelsey Richardson, care of **PAUL R. COHEN**, Esquire, 1040 Stony Hill Rd., Ste. 150, P.O. Box 217, Yardley, PA 19067, Administratrix. **PAUL R. COHEN**, Esquire, Curtin & Heefner LLP, 1040 Stony Hill Rd., Ste. 150, P.O. Box 217, Yardley, PA 19067, atty.

RIGO, Elizabeth P., a/k/a Elizabeth Rigo, late of West Whiteland Township. Adrienne Rearley, care of **APRIL L. CHARLESTON**, Esquire, 60 W. Boot Rd., Ste. 201, West Chester, PA 19380, Administratrix. **APRIL L. CHARLESTON**, Esquire, The Charleston Firm, 60 W. Boot Rd., Ste. 201, West Chester, PA 19380, atty.

SMITH, Wanda B., late of Chester County. Geoffrey Smith, care of **MARK S. PINNIE**, Esquire, 218 West Front Street Media, PA 19063, Executor.

MARK S. PINNIE, Esquire, Barnard, Mezzanotte, Pinnie and Sealaus, LLP, 218 West Front Street Media, PA 19063, atty.

STIMMLER, Joseph J., late of Willistown Township. Timothy Bonjo, care of **ADAM L. FERNANDEZ**, Esquire, 460 Norristown Rd., Ste. 110, Blue Bell, PA 19422, Executor. **ADAM L. FERNANDEZ**, Esquire, Wisler Pearlstine, LLP, 460 Norristown Rd., Ste. 110, Blue Bell, PA 19422, atty.

TANNER, Anthony Edwin, late of East Goshen Township. Jeffrey James Tanner, care of **ANTHONY MORRIS**, Esquire, 118 W. Market Street, Suite 300, West Chester, Pennsylvania 19382-2928, Executor. **ANTHONY MORRIS**, Esquire, Buckley Brion McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, Pennsylvania 19382-2928, atty.

TENAGLIA, Anthony L., late of West Whiteland Township. Anthony L. Tenaglia, Jr., 2806 N. Kent Road, Broomall, PA 19008, Executor. **JERRY L. JOHNSON**, Esquire, P.O. Box 218 114 W. Lancaster Avenue Downingtown, PA 19335, atty.

TRANGUCH, James, late of Willistown Township. Neale X. Trangucci, care of **DANIEL R. COLEMAN**, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Administrator. **DANIEL R. COLEMAN**, Esquire, Eckell, Sparks, Levy Auerbach, Monte, Sloane, Matthews & Auslander, PC, 300 W. State St., Ste. 300, Media, PA 19063, atty.

WILSON, Janet C., late of East Caln Township. Stephen D. Potts, Strafford Office Bldg., #2, 200 Eagle Rd., Ste. 106, Wayne, PA 19087-3115, Executor. **STEPHEN D. POTTS**, Esquire, Herr, Potts & Potts, LLC, Strafford Office Bldg., #2, 200 Eagle Rd., Ste. 106, Wayne, PA 19087-3115, atty.

ZARTARIAN, Armen Garo, late of Willistown Township. Karen Panossian, 23 Ridings Way, West Chester, PA 19382, Executrix

2nd Publication

ALEXANDER, Barry A., late of Coatesville Borough. Dolores A. Alexander, 496 North Sandy Hill Road, Coatesville, PA 19320, Personal Representative. **JOHN A. KOURY, JR.**, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 East High Street, Pottstown, PA 19464, atty.

BAKER, Maude A., late of East Nottingham Township. Kelly Ragosta, care of **JEFFREY P. BRYMAN**, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executrix. **JEFFREY P. BRYMAN**, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

BALINSKI, Gloria B., late of Downingtown. Lisa A. Gerard and David L. Balinski, care of DOUGLAS L. KAUNE, Esquire, P.O. Box 289, Phoenixville, PA 19460-0289, Co-Executors. DOUGLAS L. KAUNE, Esquire, Unruh Turner Burke & Frees, P.O. Box 289, Phoenixville, PA 19460-0289, atty.

BARR, Elizabeth Jane, a/k/a Elizabeth J. Barr, late of Willistown Township. George A. Barr, Jr. and Teresa M. Murphy, care of JESSICA L. WILSON, Esquire, 30 Cassatt Avenue, Berwyn, PA 19312, Executors. JESSICA L. WILSON, Esquire, McAndrews, Mehalick, Connolly, Hulse & Ryan P.C., 30 Cassatt Avenue, Berwyn, PA 19312, atty.

BRETT, James P., a/k/a James Peter Brett, late of Uwchlan Township. Erick B. Regan, care of MARY ANN PLANKINTON, Esquire, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, Executor. MARY ANN PLANKINTON, Esquire, Gawthrop Greenwood, PC, 17 E. Gay Street, Suite 100, P.O. Box 562, West Chester, PA 19381-0562, atty.

CALABRO, Barbara Jean, a/k/a Barbara J. Calabro, late of Valley Township. Kristin Kuciapinski, 1654 Carlisle Lane, Downingtown, PA 19335, Executrix. REBECCA A. HOBBS, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 East High Street, Pottstown, PA 19464, atty.

CLINE, Vivian E., late of Charlestown Township. Ronda Hamilton, Kimberly C. Gibney and Melissa Michaels, care of DOLORES M. TROIANI, Esquire, 1273 Lancaster Avenue, Berwyn, PA 19312, Executrices. DOLORES M. TROIANI, Esquire, Troiani & Gibney, LLP, 1273 Lancaster Avenue, Berwyn, PA 19312, atty.

DECKMAN, SR., William J., late of Oxford Borough. William J. Deckman, Jr. and Suzanne C. Knightly, care of DONALD B. LYNN, JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Executors. DONALD B. LYNN, JR., Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

DIAMOND, John, late of West Chester. Neil W. Head, Esq., 218 West Miner Street, West Chester, PA 19382, Executor. NEIL W. HEAD, Esquire, Klein, Head, Barnes & Wood, LLP, 218 West Miner Street, West Chester, PA 19382, atty.

DOMENICK, JR., Fred J., a/k/a Fred Domenick, a/k/a Fred John Domenick, Jr., late of Tredyfrin Township. David C. Domenick and Cheryl A. Falcone, care of THOMAS W. FLYNN III, Esquire, 19 Waterloo Avenue, Berwyn, PA 19312, Executors. THOMAS W. FLYNN III, Esquire, Crawford Diamond Flynn LLC, 19 Waterloo Avenue, Berwyn, PA 19312, atty.

FETTERS, Nancy B., a/k/a Nancy Baker Feters, late of Birmingham Township. Meredith A. Feters, care of DUKE SCHNEIDER, Esquire, 17 West Miner Street, West Chester, PA 19382, Executrix. DUKE SCHNEIDER, Esquire, MacElree Harvey, LTD., 17 West Miner Street, West Chester, PA 19382, atty.

FOTI, SR., Francis T., late of West Chester Borough. Mary Boylston, care of MICHAEL C. McBRATNIE, Esquire, P.O. Box 673, Exton, PA 19341, Executrix. MICHAEL C. McBRATNIE, Esquire, Fox Rothschild LLP, P.O. Box 673, Exton, PA 19341, atty.

GARRETT, Phyllis R., late of East Goshen Township. Barbara Garrett Donahue, care of EDWARD M. FOLEY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executrix. EDWARD M. FOLEY, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

JONES, JR., Jonathan Malcolm, a/k/a Johnny Jones, a/k/a Johnathan M. Jones, Jr., late of Wayne. Richard Jones and Peter C. Jones, care of EDMUND G. MYERS, Esquire, 301 Market Street, P.O. Box 109, Lemoyne, PA 17043, Co-Executors. EDMUND G. MYERS, Esquire, Johnson, Duffie, Stewart & Weidner, 301 Market Street, P.O. Box 109, Lemoyne, PA 17043, atty.

KOLINGER, Miriam E., late of Upper Oxford Township. Sharon R. Runyen, care of ANTHONY MORRIS, Esquire, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, Executrix. ANTHONY MORRIS, Esquire, Buckley Brion McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, atty.

MARPLE, Shirley, late of Downingtown, Caln Township. J. Raymond Marple, 483 Stewart Dr, West Chester, PA 19380, Executor.

MARRONE, Anna M., late of New Garden Township. Michael Marrone, care of DONALD B. LYNN, JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. DONALD B. LYNN, JR., Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

McCUBBIN, Gary K., late of West Chester. David E. McCubbin, care of JOHN R. TWOMBLY, JR., Esquire, 224 East Street Road, Suite 1, Kennett Square, PA 19348, Executor. JOHN R. TWOMBLY, JR., Esquire, Law Offices of John R. Twombly, Jr., 224 East Street Road, Suite 1, Kennett Square, PA 19348, atty.

McNALLY, Anna M., late of Tredyffrin Township. Michael McNally and Maryanne Smart, care of KAREN CONN MAVROS, Esquire, 237 S. Bryn Mawr Avenue, Suite 100, Bryn Mawr, PA 19010, Co-Executors. KAREN CONN MAVROS, Esquire, Main Line Law Associates, 237 S. Bryn Mawr Avenue, Suite 100, Bryn Mawr, PA 19010, atty.

McVEY, Carrie Ann, late of Downingtown. Thomas S. McVey, care of JOHN R. TWOMBLY, JR., Esquire, 224 East Street Road, Suite 1, Kennett Square, PA 19348, Executor. JOHN R. TWOMBLY, JR., Esquire, Law Offices of John R. Twombly, Jr., 224 East Street Road, Suite 1, Kennett Square, PA 19348, atty.

MERRITT, Florence Helene, late of Easttown Township. Heather E. Gallagher, 469 Beaumont Road, Devon, PA 19333, Administratrix. REBECCA A. HOBBS, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 East High Street, Pottstown, PA 19464, atty.

MITCHELL, Madeline Elede, a/k/a Dunne, a/k/a Sciutto late of Downingtown, Caln, Downingtown. Bridgid Fitzgerald, 3529 Norwood Avenue, Downingtown, PA 19335, Executrix.

OLSZYK, Dominick Edward, late of Spring City. Monica Olszyk, 208 Auckland Ln, Weddington, NC 28104, Administratrix.

ROTHSTEIN, Norman Z., a/k/a Zel Rothstein, late of Phoenixville. Donna Rothstein, 400 Aldham Road, Phoenixville, PA 19460, Executor. DAVID J. SCHILLER, Esquire, Schiller Law Associates, 530 Swede Street, Norristown, PA 19401, atty.

SCHNEIDER, Barbara A., late of West Chester Borough. Anne Brletich, care of SEAMUS M. LAVIN, Esquire, 101 E. Evans Street, Walnut Building, Suite A, West Chester, PA 19380, Executrix. SEAMUS M. LAVIN, Esquire, Wetzal Gagliardi Fetter & Lavin LLC, 101 E. Evans Street, Walnut Building, Suite A, West Chester, PA 19380, atty.

SHANER, Donald H., late of Spring City Borough. Donald H. Shaner, Jr. and Todd R. Shaner, care of CAROLYN MARCHESANI, Esquire, P.O. Box 444, Pottstown, PA 19464, Executors. CAROLYN MARCHESANI, Esquire, Wolf, Baldwin & Associates, P.C., P.O. Box 444, Pottstown, PA 19464, atty.

SHEEHAN, Nancy J., late of London Britain Township. Kelli S. Sheehan, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Executrix. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

STEPHEN, Pollard David, a/k/a Steve Pollard, a/k/a S.D. Pollard, late of Avondale. Stephen Pollard, CALL CONTACT AND FIX IN PROOF 1, Executor.

SWEISFORD, Paula K., late of South Coventry Township. Surf Sweisford and Spray Craner, 113 Sweisford Lane, Pottstown, PA 19465, Executors.

THIEROFF, Dorothy, late of Parkesburg. James Thieroff, 802 W 6th Avenue, Parkesburg, PA 19365, Executor.

TOWNSEND, Doris Ann, a/k/a Doris A. Townsend, a/k/a Doris Townsend, late of Parkesburg Borough. Janice Hoopes and David Townsend, care of JOHN S. CARNES, JR., Esquire, 101 W. Main Street, Parkesburg, PA 19365, Co-Executors. JOHN S. CARNES, JR., Esquire, Law Offices of John S. Carnes, Jr., 101 W. Main Street, Parkesburg, PA 19365, atty.

TRAVIS, Marian, late of West Goshen Township. Michael Travis, care of THOMAS A. PITT III, Esquire, 214 S. New Street, West Chester, PA 19382, Executor. THOMAS A. PITT III, Esquire, 214 S. New Street, West Chester, PA 19382, atty.

WHITAKER, John, late of Tredyffrin Township. Ann W. Hanan, care of KARA A. KLAIBER, Esquire, P.O. Box 191, Wayne, PA 19087-0191, ADMINISTRATRIX PENDENTE LITE. KARA A. KLAIBER, Esquire, Davis Bennett Spiess & Livingston LLC, P.O. Box 191, Wayne, PA 19087-0191, atty.

3rd Publication

BOHLENDER, Jacqueline G., late of Warwick Township. D. Scott Rankin, 132 Jewett Street, Pepperell, MA 01463, care of RICK MORTON, Esquire, 220 West Gay Street, West Chester, PA 19380, Executor. RICK MORTON, Esquire, Ryan Morton & Imms LLC, 220 West Gay Street, West Chester, PA 19380, atty.

BOND, Norma F., late of Downingtown. Dawn K. Vanlew, 3 Kristin Circle, Downingtown, PA 19335, Administratrix. HUDSON L. VOLTZ, Esquire, Hudson L. Voltz PC, 110 Hopewell Road, Ste. 200, Downingtown, PA 19335, atty.

BRADFORD, Charlotte R., late of West Bradford Township. John D. Bradford II, care of THOMAS A. PITT III, Esquire, 214 S. New Street, West Chester, PA 19382, Executor. THOMAS A. PITT III, Esquire, 214 S. New Street, West Chester, PA 19382, atty.

CREWS, Mary Jeanetta, late of Elk Township. Karen E. Brenneman, care of WINIFRED MORAN SEBASTIAN, Esquire, PO Box 381, 208 E. Locust

Street, Oxford, PA 19363, Executor. WINIFRED MORAN SEBASTIAN, Esquire, McMichael, Heiney & Sebastian, LLC, PO Box 381, 208 E. Locust Street, Oxford, PA 19363, atty.

DOAN JR., Robert E., late of West Grove. Lucy S. Doan, care of THOMAS A. PITT III, Esquire, 214 S. New Street, West Chester, PA 19382, Executor. THOMAS A. PITT III, Esquire, 214 S. New Street, West Chester, PA 19382, atty.

GOAD, Ruth C., late of West Chester. Robert A. Russel, 4 White Oak Dr, West Grove, PA 19390, Executor.

HERSHEY, Elizabeth G., late of West Fallowfield Township. J. Robert Hershey and William E. Hershey, Jr., care of IRA D. BINDER, Esquire, 227 Cullen Rd, Oxford, PA 19363, Executors. IRA D. BINDER, Esquire, 227 Cullen Rd, Oxford, PA 19363, atty.

HOLTZMAN, Dorothy Ruth, a/k/a Dorothy R. Holtzman, late of West Whiteland Township. Janet Ward, 105 W. Edinburgh Drive, New Castle, DE 19720, Executrix. DANTE RENZULLI, JR., Esquire, 120 John Robert Thomas Drive, Exton, PA 19341, atty.

JEFFERS, Susan R., a/k/a Susan Jeffers, late of Phoenixville Borough. Delia T. Wright, 1620 Edison Drive, Ambler, PA 19002, care of JAMES F. CARNEY, Esquire, 610 W. Germantown Pike, Suite 400, Plymouth Meeting, PA 19462, Administratrix. JAMES F. CARNEY, Esquire, 610 W. Germantown Pike, Suite 400, Plymouth Meeting, PA 19462, atty.

McCLUNG, Beverly I., late of Kennett Square. Thomas J. McClung, 431 Dean Drive, Kennett Square, PA 19348, care of WILLIAM J. PERRONE, Esquire, 1289 Shadow Oak Drive, Malvern, PA 19355, Executor. WILLIAM J. PERRONE, Esquire, 1289 Shadow Oak Drive, Malvern, PA 19355, atty.

McCULLOUGH, James F., late of East Goshen Township. Eileen McCullough, PO Box 214, Devault, PA 19432-9905, Executor.

PARVENSKY, Irene Sidun, late of West Bradford Township. John Parvensky, 3225 Wyandot Street, Denver, CO 80211, Administrator.

PREWITT, SR., Richard D., a/k/a Richard D. Prewitt, late of Lower Oxford Township. Richard D. Prewitt, Jr., care of WINIFRED MORAN SEBASTIAN, Esquire, PO Box 381, 208 E. Locust Street, Oxford, PA 19363, Executor. WINIFRED MORAN SEBASTIAN, Esquire, McMichael, Heiney & Sebastian, LLC, PO Box 381, 208 E. Locust Street, Oxford, PA 19363, atty.

RAMOS, Humberto Lara, late of Kennett Square. Hilda Matos Perez, care of JOHN R. TWOMBLY, JR., Esquire, 224 East Street Road, Suite 1, Kennett Square, PA 19348, Executrix. JOHN R. TWOMBLY, JR., Esquire, 224 East Street Road, Suite 1, Kennett Square, PA 19348, atty.

TOWNSEND, Doris Ann, a/k/a Doris A. Townsend, a/k/a Doris Townsend, late of Parkesburg Borough. Janice Hoopes and David Townsend, care of JOHN S. CARNES, JR., Esquire, 101 W. Main Street, Parkesburg, PA 19365, Co- Executors. JOHN S. CARNES, JR., Esquire, Law Offices of John S. Carnes, Jr., 101 W. Main Street, Parkesburg, PA 19365, atty.

WATSON, Traci L., late of East Brandywine Township. Maryann Watson, care of JOHN A. WETZEL, Esquire, 101 E. Evans St., Walnut Bldg., Ste. A, West Chester, PA 19380, Executrix. JOHN A. WETZEL, Esquire, Wetzel Gagliardi Fetter & Lavin LLC, 101 E. Evans St., Walnut Bldg., Ste. A, West Chester, PA 19380, atty.

WILLIAMS, Paul Thomas, a/k/a Paul T. Williams, late of Spring City Borough. Cheryl L. Varano, 17 Woodland Manor Dr., Mohnton, PA 19540, Executrix. MELISSA A. IACOBUCCI, Esquire, O'Donnell, Weiss & Mattei, P.C., 41 E. High St., Pottstown, PA 19464, atty.
Second Street, Media, PA 19063, atty.

3rd Publication of 3**JOINT LIVING TRUST NOTICE**

THE JOHN CHARLES HACKNEY AND JOAN
MARIE HACKNEY JOINT LIVING TRUST DTD.
8/16/2011

JOAN MARIE HACKNEY, Deceased

Late of East Goshen Township, Chester County, PA

This Trust is in existence and all persons having claims or demands against said Trust or decedent are requested to make known the same and all persons indebted to the decedent to make payment without delay to ALLAN T. HACKNEY, TRUSTEE, c/o Amy Neifeld Shkedy, Esq., One Bala Plaza, Ste. 623, Bala Cynwyd, PA 19004,

Or to his Attorney:

AMY NEIFELD SHKEDY
BALA LAW GROUP, LLC
One Bala Plaza, Ste. 623
Bala Cynwyd, PA 19004

1st Publication of 3**THE COURT OF COMMON PLEAS OF
CHESTER COUNTY, PA**

DOCKET NO. 2020-01924-RC

**PETITION OF THE BOARD OF SCHOOL
DIRECTORS OF OWEN J. ROBERTS
SCHOOL DISTRICT FOR THE SALE OF
REAL PROPERTY****NOTICE OF HEARING****ON THE PETITION OF THE BOARD OF
SCHOOL DIRECTORS OF
OWEN J. ROBERTS SCHOOL DISTRICT FOR
THE SALE OF REAL PROPERTY**

NOTICE IS HEREBY GIVEN that upon the Petition of the Board of School Directors of Owen J. Roberts School District for the Sale of Real Property ("Petition") and pursuant to Court Order, a hearing on the Petition will be held at 9:00 a.m. on July 13, 2020, in Courtroom 15 of the Chester County Justice Center, 201 W. Market Street, West Chester, PA 19380. The property to be sold, and the subject of the Petition, consists of approximately ±22.4623 gross acres of vacant land. The aforementioned property is identified as tax parcel 2101-0092040E (UPI 21-1-92.4), with a listed address of 830 Brown Drive in East Vincent Township, Chester County, PA. For further information, you may contact:

FOX ROTHSCHILD LLP

Brian E. Subers, Esquire
David H. Comer, Esquire
10 Sentry Parkway, Suite 200
P.O. Box 3001
Blue Bell, PA 19422-3001
(610) 397-6500
