



Chester County Law Reporter

(USPS 102-900)

The Official Legal Publication for Chester County

Vol. 69

WEST CHESTER, PENNSYLVANIA, JANUARY 14, 2021

No. 02

TABLE OF CONTENTS 69 CHESTER COUNTY REPORTS

Penmark Coventry Holdings, LLC v. Gabriel Brothers, Inc.

Commercial lease remedies – Turnover date - Watertight 10 (2021)

Classified Ads. 15
Meeting Space - West Chester

Legal Notices
See Table of Contents.1

Chester County Law Reporter

(USPS 102-900)

Reporting the Decisions of the Divisions of the Court of the Fifteenth Judicial District of Pennsylvania, Composed of Chester County, Officially Designated by the Rule Thereof as the Legal Periodical for the Publication of Legal Notices

Owned and Published by
CHESTER COUNTY BAR ASSOCIATION
15 West Gay Street, 2nd Floor, West Chester, Pennsylvania 19380

www.chescobar.org
lawreporter@chescobar.org

Telephone: 610/692-1889 Fax: 610/692-9546

Richard Meanix, Editor

Assistant Editor

Patrick M. McKenna, Esquire
Richard Meanix, Chairperson-Publications Committee

Subscription Rate \$50.00 for CCBA Members; \$70.00 for Nonmembers CCBA
Periodicals Postage Paid at West Chester, Pennsylvania

POSTMASTER: Send address changes to
Chester County Law Reporter, 15 West Gay Street, 2nd Floor, West Chester, PA 19380

The **CHESTER COUNTY LAW REPORTER** is published every Thursday. **The Deadline for submission of all notices is 12:00 noon on Tuesday, 10 days prior to the following Thursday publication.** Notices must be submitted in typewritten form OR form provided by the Office of the **Law Reporter** and are published exactly as submitted by the advertiser. Neither the Law Reporter nor the printer will assume any responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes in content.

Copyright ©2021 CCBA — All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form by electronic, mechanical, photocopy, or any other means without the prior written permission of the copyright holder.

2021 CCBA Officers

John Fiorillo, *President*
Michelle Bernardo-Rudy, *Vice President*
Brian Nagle, *Treasurer*
Don Lynn, *Secretary*
Sam Cortes
Immediate Past President

Executive Director

Matt Holliday

2021 CCBA Directors

Maria Janoski (2021)
Ryan Jennings (2022)
Christin Kubacke (2021)
Wes Legg (2022)
Jon Long (2023)
Helen Mountain (2023)
A.J. Ober (2023)
Hon. Allison B. Royer (2021)

2021 YLD Division

Michelle Barone, *Chair*
Blaine Feinauer, *Chair-Elect*
James Doyle, *Immediate Past Chair*

Penmark Coventry Holdings, LLC v. Gabriel Brothers, Inc.

Commercial lease remedies – Turnover date - Watertight

In these consolidated cases, the parties asked the court to declare their rights and responsibilities under a commercial lease containing terms by which the landlord was to complete work regarding the roof and HVAC system by the turnover date. The landlord's work was to ensure that the roof was watertight and not beyond its useful life and the HVAC system was in good working order. The court decided the landlord's work was not completed by the turnover date, the roof was not watertight and the HVAC system was not operational. The leaks in the roof damaged tenant's premises, its merchandise and equipment, interfered with tenant's conducting of its business with the public and the leaks presented a hazardous environment for customers. The Premises did not become watertight until August 4, 2018. The Court *Held* landlord's failure to deliver the Premises watertight until August 4, 2018 rendered landlord liable for abatement of rent, liquidated damages and consequential damages totaling \$849,584.59 as well as then-undetermined attorneys' fees and costs.

C.C.P. Chester County, Pennsylvania, Civil Action No.s 2017-09232, 2017-09327; Penmark Coventry Holdings, LLC v. Gabriel Brothers, Inc.; Gabriel Brothers, Inc. v. Penmark Coventry Holdings, LLC

Thomas McCabe for Penmark Coventry Holdings, LLC

Jacob Perskie for Gabriel Brothers, Inc.

Tunnell, J., September 22, 2020:-

PENNMARK COVENTRY HOLDINGS, LLC,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CHESTER COUNTY, PENNSYLVANIA
v.	:	
	:	NO. 2017-09232
	:	
GABRIEL BROTHERS, INC.,	:	CIVIL ACTION
Defendant	:	

GABRIEL BROTHERS, INC.,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CHESTER COUNTY, PENNSYLVANIA
v.	:	
	:	NO. 2017-09327
	:	
PENNMARK COVENTRY HOLDINGS, LLC,	:	CIVIL ACTION
Defendant	:	

DECISION

In these consolidated cases, the parties have asked the court to declare their rights and responsibilities under a commercial lease (or “the Lease”) dated November 23, 2016. Gabriel Brothers, Inc. (also “Gabe’s” or “Tenant”) agreed to lease some 40,000 square feet of space (the “Premises”) in the Coventry Mall (also “the Mall”) from Pennmark Coventry Holdings, LLC (also “Landlord”) under certain terms and conditions, referred to as “Landlord’s Work.”

The central question is this: was the Landlord’s Work completed by the Turnover Date as defined in the Lease?

The Landlord’s Work was to ensure that by the Turnover Date the roof “is watertight” and not beyond its useful life. The Landlord’s Work also included ensuring that the HVAC system at the Premises was in good working order.

This matter was heard over four (4) days by the court sitting without a jury, August 31st to September 3, 2020. The court concludes from the evidence that the Landlord’s Work was not completed by the Turnover Date, the roof was not watertight and the HVAC system was not operational.

FINDINGS OF FACT

A. The Lease – Operative Provisions

1. On November 23, 2016, Landlord entered into the Lease with Tenant for the Premises. (Ex. J-10)

2. The Lease provides at Par. 1.U.:

1.U. RENT COMMENCEMENT DATE: The earlier of store opening or 120 days after Turnover, whichever occurs first, provided Turnover occurs on or before January 22, 2017, failing which, Rent Commencement will be delayed on a day for day basis.

(*Id.*)

3. The Lease provides at Par. 1.T

1.T. TURNOVER DATE: January 22, 2017. On the “**Turnover Date**” all of the following conditions must be satisfied: (i) Landlord delivers physical possession of the Premises to Tenant in writing with Landlord’s Work (described in this Lease, including Exhibit C) completed .

...

The Turnover Date shall not be deemed to have occurred until it has been verified by Tenant that all such conditions required to be met for the Turnover Date to occur have, in fact, been met, despite any notice by Landlord to the contrary; provided, however, and notwithstanding anything to the contrary, Tenant may elect, in its sole discretion, to accept possession prior to the satisfaction of all said conditions; wherein, unless Tenant objects in writing, such unsatisfied conditions shall be waived and the Turnover Date shall have occurred.

If for reasons other than Unavoidable Delay or delays caused by tenant (e.g., failure to approve Landlord’s plans in a timely manner), the Turnover Date does not occur on or before the date set forth above, then as liquidated damages, Tenant shall be entitled to 1 day of free Rent for each day that the Turnover Date is delayed.

(*Id.*)

4. The Lease provides at Exhibit C:

Exhibit C – Terms and Conditions Relating to Construction

LANDLORD’S WORK. Landlord shall deliver the Premises to Tenant in “as is” condition with the exception that Landlord will have completed all Landlord Work . . . by the Turnover Date, which shall include:

- 1. Ensure the roof is water tight and not beyond its useful life;
- 2. Ensure HVAC, its distribution, and mechanical systems are in good working order, and not beyond their useful life and adequately meet the needs of Tenant . . .

(Id.)

5. The Lease provides at Par. 17.A:

17. CONSTRUCTION OF THE PREMISES

A. Landlord’s Obligation.

....

The Premises shall not be deemed delivered, nor shall the Turnover Date occur, until Landlord’s Work is complete.

(Id.)

6. The Lease provides at Par. 17.D:

17. CONSTRUCTION OF THE PREMISES

D. Completion of Landlord’s Work. Landlord agrees to turn over the Premises to Tenant with Landlord’s Work completed as indicated in Exhibit C, ...

....

Landlord’s Work shall not be deemed to be completed unless and until (i) Landlord’s Work described in Exhibit C has been completed, ...

....

...Landlord’s Work shall not be deemed to be completed unless the Premises shall be delivered to Tenant, secure and watertight and in broom-clean condition, ...

(*Id.*)

7. The Lease provides at Par 8:

8. CONDITION AND MAINTENANCE OF THE PREMISES.

. . . . Landlord further represents that all improvements on the Premises comprising Landlords work are or will be after completion of Landlord's Work structurally sound and free from material defects and Hazardous Materials.

. . . .

In the event that any noncompliance for which Landlord is responsible prevents, interferes with or delays Tenant in obtaining licenses, permits or approvals, or the performance of Tenant Work and/or Tenant's opening or conducting its business with the public, or causes Tenant to close its business or otherwise materially interferes with Tenant's business, there shall be a day-for-day extension of the Opening Date and Rent Commencement Date, or if the Rent Commencement Date has occurred, an abatement of Rent, as the case may be.

. . . . Landlord agrees to indemnify, protect, defend, and hold Tenant harmless from any and all liabilities, damages, fines, fees, costs, and expenses, including attorney's fees as a result of any such noncompliance.

(*Id.*)

8. The Lease provides at Par. 27:

27. ATTORNEYS' FEES. If either Landlord or Tenant shall bring an action against the other by reason of the breach or alleged violation of any covenant, term or obligation hereof or for the enforcement of any provision or otherwise arising out of this Lease, the prevailing party in such suit shall be entitled to its costs of suit and reasonable attorneys' fees which shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section shall include, without limitation, the party who dismissed an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or considerations substantially equal to the relief

sought in the action, as well as a party who is required by such judgment to pay an amount to the other party which is less than the amount offered in settlement of such action.

(*Id.*)

9. The Lease provides at Par. 30(Z):

Entire Agreement. This Lease constitutes the entire understanding and agreement between the parties hereto with respect to the matters contained herein and supersedes all prior agreements, letters, representations, warranties, promises, or understandings, written or oral, with respect to the subject matter hereof. This Lease may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties and may be modified, amended or discharged only by a written instrument signed by the party or parties to be bound.

(*Id.*)

B. The Leaks.

10. Landlord had been aware of systemic leaks at the Mall since April 2016.
11. From Landlord's acquisition of the Mall in Spring 2016 through January 2017, Landlord's roofing contractor addressed thirty-two (32) different leaks in the roof at the Mall. These leaks preceded the Lease to Gabes.
12. Tenant's agents began work on the Premises on or about January 7, 2017.
13. Shortly thereafter, Tenant's agent, Andrew Berdar, experienced leaks at the Premises.
14. On January 20, 2017, he provided notice to Landlord in writing of leaks at the Premises. (Ex. P-62)
15. On January 22, 2017, Tenant took possession of the Premises.
16. On January 30, 2017, Tenant advised Landlord in writing of additional leaks at the Premises. (Ex. P-63)
17. On February 15, 2017, Tenant advised Landlord in writing of additional leaks at the Premises. (Ex. P-65)
18. On March 10, 2017, Tenant experienced additional leaks at the Premises.
19. Tenant opened its store in the Premises on March 16, 2017.
20. On March 16, 2017, Tenant advised Landlord of additional leaks at the Premises. (Ex. P-67)

21. On March 20, 2017, Tenant issued Landlord a notice of default for failure to deliver the Premises watertight as required under the Lease (the “Notice of Default”). (Ex. J-13)

22. In the Notice of Default, Tenant expressly reserved all rights and remedies under the Lease and applicable law and advised Landlord that Tenant’s acceptance of any partial payments or performance shall not constitute an accord, satisfaction, or waiver by Tenant of any of Landlord’s obligations under the Lease, nor shall it be deemed a waiver of any of Tenant’s rights and remedies under the Lease and applicable law. (*Id.*)

23. Landlord received the Notice of Default on March 21, 2017.

24. Over a period of twenty (20) months, from January 20, 2017 through August 3, 2018, there were leaks at the Premises on at least fifty-eight (58) separate dates. The parties have stipulated to the dates at least since March. (*See* Ex. P-85).

25. The Premises did not become watertight until August 4, 2018.

26. The leaks in the roof at the Premises damaged Tenant’s Premises, its merchandise, and its equipment, and interfered with Tenant’s occupation of the Premises.

27. The leaks in the roof at the Premises interfered with Tenant’s conducting of its business with the public.

28. The leaks were not the result of a snowstorm or snowstorms on March 10, 2017 and March 13-14, 2017 as supported by the opinion of the testifying meteorologist, Dan Sheldon.

C. Payment of Rent.

29. Gabriel Brothers has paid rent in good faith since March 15, 2017.

30. On August 31, 2017, Tenant notified Landlord that it would pay rent under protest and reserved all claims including but not limited to those for damages and for rent paid prior to turnover (the “August 31, 2017 Rent Letter”). (Ex. P-6)

31. In the August 31, 2017 Rent Letter Tenant expressly stated that it “reserve[d] any and all claims, including but not limited to those for damages and rent paid prior to turnover.” (*Id.*)

32. From March 15, 2017 through August 4, 2018, Tenant paid a total of \$338,574.60 in rent.

D. The Estoppel Certificates.

33. John Pavlo served as Landlord’s controller in March 2017.

34. Pavlo performed his duties as controller under the supervision and direction of Robert Sichelstiel, Chief financial Officer of Penmark.

35. On March 24, 2017, Sichelstiel directed Pavlo to send Tenant an estoppel certificate and subordination and non-disturbance agreement (an “SNDA”) for execution.

36. On March 24, 2017, Pavlo transmitted an estoppel certificate (the

“First Estoppel”) and SNDA to Tenant for execution. (Ex. J-1)

37. Landlord prepared the First Estoppel.

38. The First Estoppel reflected Gross Rents of \$325,000/month.

39. The First Estoppel did not reflect the events of default Tenant identified in its March 20, 2017 Notice of Default. Rather, it provided at Paragraph 4 that “the undersigned has not received nor given any default pursuant to the terms of the Lease which has been cured.” (Ex. J-2)

40. The First Estoppel (and all subsequent estoppel documents at issue here) provide as follows:

This Estoppel Certificate is given solely for the information of the party to whom it is addressed and may not be relied upon by any other person or entity. This Estoppel Certificate shall not create any liability in, or provide any right of action against the undersigned, its subsidiaries, officers, directors, agents, employees and representatives, for any incorrect statement of fact contained herein; however, **any incorrect statement of fact shall estop the undersigned from asserting or making a claim against the other party which is inconsistent with the facts contained in this Estoppel Certificate to the extent said party relied upon said statement of fact without knowledge of contrary facts.**

[(emphasis supplied)]

41. The First Estoppel (and all subsequent estoppel documents at issue here) are addressed to Lakeland Bank, and not to Landlord.

42. On March 27, 2017, at 2:03 PM, Tenant returned a signed, typewritten version of the estoppel certificate also reflecting Gross Rents of \$325,000/month and repeating Landlord’s erroneous factual contention that Tenant had not asserted a default (the “Second Estoppel”). (Ex. J-2)

43. On March 27, 2017, less than one hour later, at 3:05 PM, Landlord rejected the Second Estoppel. (Ex. J-3)

44. In the March 27, 2017 email sent at 3:05 PM, Landlord requested that Tenant issue a corrected estoppel certificate identifying Landlord’s election to receive 75% rents for the first twelve (12) months of the Lease term in lieu of an abatement of rent for the first six (6) months of the lease term. (*Id.*)

45. Pavlo requested the corrected estoppel certificate in his March 27, 2017 email sent at 3:05 PM because Sichelstiel had reviewed the Second Estoppel, determined it to be incorrect, and directed Pavlo to obtain a new estoppel certificate.

46. One half hour earlier, at 2:27 PM on March 27, 2017, Landlord sent the rejected Second Estoppel to its lender, Lakeland Bank. (Ex. J-4)

[69 Ches. Co. Rep. **Penmark Coventry Holdings, LLC v. Gabriel Brothers, Inc.**

47. On March 27, 2017 at 5:03 PM, Tenant provided Landlord with a revised estoppel certificate (the “Third Estoppel”). (Ex. J-6)

48. On March 28, 2017 at 8:20 AM, Landlord returned the Third Estoppel to Tenant with revisions (the “Fourth Estoppel”). (Ex. J-7)

49. On March 28, 2017 at 11:20 AM, Tenant advised Landlord that Landlord should destroy the Second Estoppel “as it is null and void and should not be relied upon.” (Ex. J-8)

50. Landlord did not inform its lender that (1) Tenant had instructed Landlord to destroy the Second Estoppel or (2) that Tenant had instructed Landlord that the Second Estoppel was null and void until September or October 2017.

51. On March 29, 2017 at 2:23 PM, Tenant provided Landlord with a final estoppel certificate (the “Final Estoppel”) which correctly identified Landlord’s election as to the treatment of rent, and correctly identified the defaults asserted eight (8) days earlier in the Notice of Default. (Ex. J-9)

52. Landlord did not inform its lender that Tenant had provided Landlord with the Final Estoppel identifying the default raised in the March 20, 2017 Notice of Default until September or October 2017.

DISCUSSION AND ADDITIONAL FINDINGS OF FACT

Ann Snyder of Penmark sent an email (Friday, January 20, 2017 at 5:28 p.m.) declaring that Landlord had completed its work and the Turnover would occur in two (2) days, on January 22, 2017. (Exh. J-12). Gabriel Brothers’ position was that no turnover occurred on that date. This court agrees.

On March 20, 2017, Blake Stephens, Real Estate Counsel for Gabe’s, sent a Notice of Default to Robert Sichelstiel resulting from Landlord’s failure to turn over the premises in a timely fashion. (Ex. J-13). The Landlord failed to provide a roof that was watertight and not beyond its useful life. As Penmark’s Construction and Property Manager, Christopher Cafiero, simply put it, “watertight means no leaks – leaks are not acceptable.” Andy Berdar, the Director of Construction for Gabe’s, explained the deal as: “we get (from Landlord) a watertight box.” The roof is to be “watertight”, which means “no penetration by water.” Penmark’s Cafiero agreed in his testimony as on cross-examination that “any leak is a bad leak.” He also conceded under the Lease that the Landlord’s Work included providing a watertight roof before Turnover. He tried to say that the premises was watertight when first possessed by Gabriel Brothers, but the court does not believe it. The evidence showed that Penmark had to fix thirty-two (32) leaks before 2017. Cafiero also conceded that the HVAC was not operational. Mr. Sichelstiel was asked what he thought watertight meant and responded in his deposition that “watertight means it would not allow water in.”

A dry floor is a critical element in a retail establishment of this type, as Blake Stephens, counsel for Gabe’s, testified. While the store may not have shut down, the water leaks presented a hazardous environment for customers. There were water pools

that children had to be kept away from in the Premises. Customers and employees were subject to injury from slips. It was Berdar, Tenant's agent, who visited the premises in January and saw water lying on the polished concrete floor. He authored the email of January 20, 2017 to Pennmark's Christopher Cafiero and Robert Sichelstiel advising them that the roof was leaking and to "please repair."

After Pennmark finally put a new roof over Gabriel Brothers' premises – which nonetheless continued to leak – Pennmark sued Elite Roofing (also "Elite").¹ A complaint was filed April 18, 2016. The court's attention was drawn to the pleadings in that matter, which of course the court can notice. Robert Sichelstiel verified the pleadings in that case.

In paragraph two of the Complaint, Pennmark averred that there were systemic leaks at Coventry Mall. Mr. Sichelstiel conceded that those leaks included systemic leaks at Gabriel Brothers. Pennmark averred in the Complaint that the leaks continued even after a new roof was placed over the Gabriel Brothers' space. In paragraph 43, it averred that the roof Elite installed was not fit for its use and not watertight. Rather, it was defective and continued to leak into Gabriel Brothers' space.

The leaking continued into July 2017. Sichelstiel was sent some photographs with an email (Exh. P-19) asking him "what is going on here?" Sichelstiel's response was "it looks like their employees need to learn how to mop." When informed the following month by Christopher Cafiero that the leaks might not be coming from the roof, but somewhere along the middle HVAC unit, Mr. Sichelstiel wrote back "sounds like the roofer is an f ____g idiot. Push him off next time when you get stupid answers."

Turnover occurred on August 4, 2018, when the leaks essentially ended.

E. Gabriel Brothers' Damages Under The Lease.

53. The Lease affords Gabriel Brothers several remedies for Pennmark's failure to deliver the Premises in watertight condition and therefore make Turnover on January 22, 2017.

54. First, under Paragraphs 1.U and 1.T, Gabriel Brothers is entitled to the return of rent paid prior to Turnover, and therefore Rent Commencement, in the amount of \$338,578.77. This amount is 75% of the Gross Rent of \$325,000/year (pursuant to "Option #2" under the Lease as Landlord elected and reflecting the rent actually paid), divided by 365 (\$243,750.00) to arrive at per diem rent of \$667.80/day, and multiplied by the 507 days for which Gabriel Brothers paid rent under protest from March 15, 2017 to August 4, 2018.

55. Pursuant to Paragraph 1.T of the Lease, Gabriel Brothers is entitled to liquidated damages of one (1) day of free rent for each date that Turnover was delayed. Here, Turnover was delayed for 560 days from January 22, 2017 to August 4, 2018. Gross Rent for the period was \$325,000/year, resulting in a per-diem

¹ See *Pennmark Coventry Holdings, LLC v. Elite Roofing & Contracting, Inc.*, Chester Co. Docket No. 2018-03681

[69 Ches. Co. Rep. **Penmark Coventry Holdings, LLC v. Gabriel Brothers, Inc.**

amount of \$890.41/day. Multiplied by 560 days of delay. Gabriel Brothers' liquidated damages are \$498,630.17. As this evidence will show at trial, these liquidated damages represent the agreed-upon damages for the harm to Gabriel Brothers from being forced to operate a store under conditions where Landlord's Work had not been completed.

56. Pursuant to paragraphs 8 and 8.3 of the Lease, Gabriel Brothers is entitled to indemnification for all other losses occasioned by the leaks. Gabriel Brothers seeks damages of \$25 for a tarp purchases to cover computer equipment affected by leaks, \$9,280.65 for merchandise damaged by leaks and falling debris, and \$3,070 for the cost of a roofing inspection and report.

57. Last, Gabriel Brothers is entitled to its attorneys' fees and costs, both as damages under Paragraphs 8 and 8.3, and as the prevailing party under Paragraph 27 of the Lease.

CONCLUSIONS OF LAW

1. The Lease was executed by authorized representatives of Landlord and Tenant and is binding on each.
2. Rent Commencement occurred on the earlier of store opening or 120 days after Turnover, whichever occurred first, provided Turnover occurred on or before January 22, 2017, failing which, Rent Commencement was delayed on a day for day basis.
3. Tenant had no obligation to pay rent until Rent Commencement.
4. Under the Lease, completion of Landlord's Work is a condition precedent to Turnover.
5. The roof at the Premises was "seriously defective."
6. Landlord's Work is not complete until the Premises is watertight.
7. Tenant provided written notice to Landlord of the failure to complete Landlord's Work prior to January 22, 2017.
8. If the Premises leaked, the Premises was not watertight.
9. Neither the roof at the Premises nor the Premises was watertight on January 22, 2017.
10. Turnover did not occur on or before January 22, 2017.
11. Neither store opening, nor payment of rent, nor continued payment of rent after the assertion of default, nor acceptance of reimbursement for tenant improvements triggered Rent Commencement under Paragraph 1.U of the Lease.
12. Rent Commencement was delayed on a day for day basis until the Premises was watertight on August 4, 2018.
13. Under the terms of the Lease, Landlord's failure to deliver the Premises watertight until August 4, 2018 renders Landlord liable for abatement of rent, liquidated damages, consequential damages, and attorneys' fees and costs under the Lease.
14. Landlord may not rely on any estoppel certificate to bar Tenant's claims because those documents are addressed to Lakeland Bank, and not to Landlord.
15. The Second Estoppel does not bar Tenant's claims because Landlord had knowledge of Tenant's assertion of a default prior to receipt of the Second Estoppel.
16. Pursuant to paragraphs 1.U and 1.T of the Lease, Tenant is entitled to the

return of \$338,578.77 in rent paid prior to Rent Commencement.

17. Pursuant to paragraph 1.T of the Lease, Tenant is entitled to liquidated damages of one (1) day of free rent for each date that turnover was delayed from January 22, 2017 to August 4, 2018 (560 days), which totals \$498,630.17.

18. Pursuant to paragraphs 8 and 8.B.3 of the Lease, Tenant is entitled to indemnification for all losses occasioned by the roof leaks at the Premises.

19. Pursuant to paragraphs 8, 8.B.3 and 27 of the Lease, Tenant is entitled to its attorneys' fees and costs as damages and as the prevailing party, respectively.

An appropriate Order follows.

BY THE COURT:

Date: September 22, 2020

/s/ Mark L. Tunnell, J.

[69 Ches. Co. Rep. **Penmark Coventry Holdings, LLC v. Gabriel Brothers, Inc.**]

PENNMARCK COVENTRY HOLDINGS, LLC,	:	IN THE COURT OF COMMON PLEAS
	:	CHESTER COUNTY, PENNSYLVANIA
Plaintiff	:	
v.	:	NO. 2017-09232
	:	
GABRIEL BROTHERS, INC.,	:	CIVIL ACTION
Defendant	:	

GABRIEL BROTHERS, INC.,	:	IN THE COURT OF COMMON PLEAS
	:	CHESTER COUNTY, PENNSYLVANIA
Plaintiff	:	
v.	:	NO. 2017-09327
	:	
PENNMARCK COVENTRY HOLDINGS, LLC,	:	CIVIL ACTION
Defendant	:	

ORDER

AND NOW, this 22nd day of September, 2020, after trial by the court sitting without a jury, the court finds in favor of Gabriel Brothers, Inc., in both cases, and against Penmark Coventry Holdings, LLC, in both cases.

Damages are awarded to Gabriel Brothers, Inc. for both cases (they can collect their damages once only), as follows:

Return of Rent		
Paid under Protest		\$338,578.77
Liquidated Damages		\$498,630.17
Damage to Merchandise		\$ 9,280.65
Misc. Costs:	Tarp	\$ 25.00
	Expert Report	\$ <u>3,070.00</u>
	Subtotal:	\$ <u>849,584.59</u>
Attorneys' Fees (To be calculated)		\$ _____

Gabriel Brothers within twenty (20) days will submit to the court for review its itemized claim for attorneys' fees and costs. Penmark will have twenty (20) days to review and to submit any written response. The court will decide the matter of attorneys' fees on the papers; there will be no hearing.

To avoid confusion, this is not the final order, the final order will be that which includes an attorneys' fees award.

BY THE COURT:

/s/ Mark L. Tunnell, J.

TABLE OF CONTENTS
LEGAL NOTICES

Change of Name Notice 2
Corporation Notice 3
Estate Notices **1st Publication** 3
Estate Notices **2nd Publication** 4
Estate Notices **3rd Publication** 5
Trust Notice **2nd Publication** 6
Orphans’ Court Notice **1st Publication** 6
Orphans’ Court Notice **1st Publication** 7
Birth Parent Notice 8
Vehicle Notice 8
Sheriff Sale of Real Estate 9
3rd Publication

NOTICES

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

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

LAWNO. 2020-09269-NC

NOTICE IS HEREBY GIVEN on 12/18/2020 that the Petition of BRITTANY JAN SUTTELL, was filed in the above-named Court, praying for a Decree to change Petitioner's name to BRIT JAN SUTTELL. The Court has fixed 3/22/2021 at 2:00 p.m., in Courtroom No. 4, Chester County Justice Center, 201 W. Market St., West Chester, PA, as the time and place for the hearing of said Petition, when and where all persons interested may appear and show cause, if any they have, why the prayer of the said Petition should not be granted.
BENJAMIN L. JERNER, Atty. for Petitioner
JERNER LAW GROUP, P.C.
5401 Wissahickon Ave.
Phila., PA 19144.
215.843.6000

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

CIVIL ACTION

LAW NO. 2021-00037-NC

NOTICE IS HEREBY GIVEN that the name change petition of Matthew James Gillem was filed in the above-named court and will be heard on Monday, April 5, 2021 at 2:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.
Date of filing the Petition: Monday, January 4, 2021
Name to be changed from: Matthew James Gillem
to: Samantha Jane Gillem

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. 2020-09086-NC

NOTICE IS HEREBY GIVEN that the name change petition of Melanie Ann Gonsecki was filed in the above-named court and will be heard on Monday, March 8, 2021 at 2:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.
Date of filing the Petition: Friday, December 11, 2020
Name to be changed from: Melanie Ann Gonsecki
to: Melanie Gonsecki Coupland
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. 2020-08306-NC

NOTICE IS HEREBY GIVEN that the name change petition of Dylan John Sperber was filed in the above-named court and will be heard on Monday, February 1, 2021 at 9:30 AM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.
Date of filing the Petition: Friday, November 6, 2020
Name to be changed from: Dylan John Sperber
to: Dylan John McHugh
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. 2020-07850-NC

NOTICE IS HEREBY GIVEN that the name change petition of Nicole Noelle Shatzel was filed in the above-named court and will be heard on Monday, January 25, 2021 at 9:30 AM, in Courtroom 11 at

the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Friday, October 23, 2020

Name to be changed from: Nicole Noelle Shatzel to: Nicole Noelle Grey

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. 2019-11955-NC

NOTICE IS HEREBY GIVEN that the name change petition of Yuqing Wei was filed in the above-named court and will be heard on Monday, March 22, 2021 at 2:00 PM, in Courtroom 4 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Wednesday, November 27, 2019

Name to be changed from: Yuqing Wei to: Aria Wei
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 Articles of Incorporation were filed with the PA Department of State on behalf of **Parrot Head, P.C.**, a professional corporation organized under the PA Business Corporation Law of 1988, as amended.

TROUTMAN PEPPER HAMILTON SANDERS LLP, Solicitors

100 Market Street, Suite 200
Harrisburg, PA 17101

CORPORATION NOTICE

Notice is hereby given that Articles of Incorporation were filed in the Department of State of The Commonwealth of Pennsylvania on December 21, 2020 for **Bowman Family Enterprises Inc.** under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended.

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

DIORIO, JR., Charles Joseph, late of Tredyffrin Township. Charles Joseph Diorio, III, care of JEAN WHITE E. JONES, Esquire, 130 W. Lancaster Ave., Wayne, PA 19087, Administrator. JEAN WHITE E. JONES, Esquire, Butera & Jones, 130 W. Lancaster Ave., Wayne, PA 19087, atty.

EAST, Joan E., a/k/a Joan East, late of Tredyffrin Township. Raymond J. McKenzie, care of GUY F. MATTHEWS, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Executor. GUY F. MATTHEWS, Esquire, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, P.C., 300 W. State St., Ste. 300, Media, PA 19063, atty.

FRANKLIN, Walter J., late of Malvern. Elizabeth Zinszer (nee Franklin), 50 Markel Road, Malvern, PA 19355, Executrix.

GENTRY, W. Richard, late of West Whiteland Township. Alissa Flota, care of MARILYN SEIDE MITCHELL, Esquire, 200 Eagle Rd., Ste. 106, Wayne, PA 19087, Administratrix. MARILYN SEIDE MITCHELL, Esquire, Herr, Potts & Potts, 200 Eagle Rd., Ste. 106, Wayne, PA 19087, atty.

GETTZ, JR., Frazier Horton, a/k/a F. Horton Gettz, late of Caln Township. Michael J. Gettz and Thomas D. Gettz, care of KRISTEN R. MATTHEWS, Esquire, 17 W. Miner St., West Chester, PA 19382, Executors. KRISTEN R. MATTHEWS, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

GOMEZ, Robert L., late of Uwchlan Township. Natalie B. Gomez, care of MATTHEW L. CONLEY, Esquire, 300 North Pottstown Pike, Suite 220, Exton, PA 19341, Executrix. MATTHEW L. CONLEY, Esquire, Conley Law Practice, LLC, 300 North Pottstown Pike, Suite 220, Exton, PA 19341, atty.

HELLER, Elizabeth M., late of Downingtown Borough. Laurel L. Swede, care of DENNIS B. YOUNG, Esquire, 430 W. First Ave., Parkesburg, PA 19365, Executrix. DENNIS B. YOUNG, Esquire, 430 W. First Ave., Parkesburg, PA 19365, atty.

KLEIN, P. Richard, late of West Chester. Jennifer L. Tuori, care of W. PETER BARNES, Esquire, 218 West Miner Street, West Chester, PA 19382, Executor. W. PETER BARNES, Esquire, Klein, Head, Barnes & Wood, LLP, 218 West Miner Street, West Chester, PA 19382, atty.

LONDRILLO, Tommaso A., a/k/a Tom Londrillo, late of East Goshen Township. Kathy Ann Londrillo, care of JOHN M. CLOSE, Esquire, 933 Linda Vista Dr., West Chester, PA 19380, Administratrix. JOHN M. CLOSE, Esquire, 933 Linda Vista Dr., West Chester, PA 19380, atty.

MATUS, David R., late of West Brandywine Township. Jeffrey D. Matus, care of BARRY S. RABIN, Esquire, 797 E. Lancaster Avenue Suite 13, Downingtown PA 19335, Personal Representative. BARRY S. RABIN, Esquire, The Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown PA 19335, atty.

NELSON, Carroll Stewart, late of West Chester. Craig F. Nelson & Janice N. Yakonick, care of ROBERT M. DiORIO, Esquire, 21 West Front Street, Media, PA 19063, Co-Executors. ROBERT M. DiORIO, Esquire, DiOrio & Sereni, LLP, 21 West Front Street, Media, PA 19063, atty.

OATES, Joan R., late of Pennsbury Township. William B. Oates, Jr., 19 Greathouse Bend, Little Rock, AR 72207, Executor. ROBERT L. PINTO, Esquire, 11 West Third Street, Media, PA 19063, atty.

POLUCH, Caroline M., late of West Bradford Township. Anthony J. Poluch, Jr., care of DAWSON R. MUTH, Esquire, P.O. Box 565, West Chester, PA 19381-0565, Executor. DAWSON R. MUTH, Esquire, Lamb McErlane, PC, P.O. Box 565, West Chester, PA 19381-0565, atty.

POWELL, Clinton R., late of West Goshen Township. Sean M. Powell, care of DAWSON R. MUTH, Esquire, P.O. Box 565, West Chester, PA 19381-0565, Administrator. DAWSON R. MUTH, Esquire, Lamb McErlane, PC, P.O. Box 565, West Chester, PA 19381-0565, atty.

SENA, Mary G., late of East Bradford Township. Tara Sena Savarise, care of JAMES T. OWENS, Esquire, P. O. Box 85, Edgemont, PA 19028, Executrix. JAMES T. OWENS, Esquire, P. O. Box 85, Edgemont, PA 19028, atty.

2nd Publication

BAILY, Virginia M., late of Penn Township. Alan C. Baily, care of NEIL W. HEAD, Esquire, 218 West Miner Street, West Chester, PA 19382, Executor. NEIL W. HEAD, Esquire, Klein, Head, Barnes, & Wood, LLP, 218 West Miner Street, West Chester, PA 19382, atty.

BARBER, Arzelia A., a/k/a Arzelia A. Greenly-Barber, late of Valley Township. Marsha Barber London, 146 Highland Ave., Coatesville, PA 19320.

HENRI P. MARCIAL, Esquire, Marcial & Haye, 101 Lindenwood Dr., Suite 225, Malvern, PA 19355, atty.

COULL, James, late of Schuylkill Township. John Coull, 162 Adeline Place, Langhorne, PA 19047 Personal Representative.

DAVIS, Charles William, late of Lower Oxford. Charles Anthony Davis, care of VINCENT CAROSELLA, JR., Esquire, 882 South Matlack Street, Suite 101, West Chester, PA 19382-4505, Executor. VINCENT CAROSELLA, JR., Esquire, Carosella & Associates, P.C., 882 South Matlack Street, Suite 101, West Chester, PA 19382-4505, atty.

DOMENICK, Barbara W., a/k/a Barbara Domenick, a/k/a Barbara Joan Domenick, late of Tredyffrin Township. Michael Domenick, 589 Chestnut Hill Rd., York, PA 17402, Administrator C.T.A.. THOMAS W. FLYNN III, Esquire, Crawford Diamond Flynn LLC, 19 Waterloo Avenue, Berwyn, PA 19312, atty.

HALL, C. Nelson, late of Upper Oxford Township. Russell D. Hall, care of JEFFREY P. BRYMAN, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executor. JEFFREY P. BRYMAN, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

HELLEBUSH, Sue Ellithorp, late of East Goshen Township. Sarah L. Hellebush & John C. Hellebush, Jr., care of ANTHONY MORRIS, Esquire, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, Co-Executors. ANTHONY MORRIS, Esquire, Buckley Brion McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, atty.

HUFF, Joseph A., late of Pottstown. Joseph P Huff, 2356 E High St., Pottstown, PA 19464, Executor.

JOHNSON, Betty Z., late of Willistown Township. James M. Caldwell, Jr., care of ANTHONY MORRIS, Esquire, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, Executor. ANTHONY MORRIS, Esquire, Buckley Brion McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, PA 19382-2928, atty.

JOHNSON, James C., late of Birmingham Township. D. Scott Bonebrake, Esquire, care of CHRISTINA B. ROBERTS, Esquire, 3305 Edgmont Avenue, Brookhaven, PA 19015, Executor. CHRISTINA B. ROBERTS, Esquire, Pappano & Breslin, 3305 Edgmont Avenue, Brookhaven, PA 19015, atty.

MAZZIO, Doris M., late of East Fallowfield Township. Margaret M. Snyder, care of JOSEPH

S. NESCIO, Esquire, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, Executrix. JOSEPH S. NESCIO, Esquire, Nescio & Seace, LLP, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, atty.

OBRIEN, Joyce Oak, a/k/a Joyce Evelina Marie Oak, late of West Brandywine. Gregory S OBrien, 102 Brookhollow Dr., Downingtown, PA 19335 & Debra O Sabation, 521 Cricklewood Dr., State College, PA 16803, Executors.

RODKEY, Velma Atkinson, a/k/a Velma A. Rodkey, a/k/a Velma Rodkey, late of City of Malvern. Glenn Rodkey & Shirley Stanke, care of RYAN M. BORNSTEIN, Esquire, 800 Lancaster Avenue, Suite T-2, Berwyn, PA 19312, Executors. RYAN M. BORNSTEIN, Esquire, Harvey Ballard and Bornstein, LLC, 800 Lancaster Avenue, Suite T-2, Berwyn, PA 19312, atty.

TAYLOR, Dorothy P., late of Pennsbury Township. L. Peter Temple, 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.

THOMPSON, Shirley Eileen, late of Easttown Township. Matthew Alexander Thompson, a/k/a Matthew A. Thompson, 8 E. Swedesford Rd., Rm. 131, Malvern, PA 19355, Executor. THOMAS F. TOSCANI, Esquire, Toscani & Gillin, P.C., 899 Cassatt Rd., Ste. 320, Berwyn, PA 19312, atty.

TRUITT, George C., late of West Chester. Daniel George Truitt & Michele Truitt, 1430 Grand Oak Lane, West Chester, PA 19380, Executors. CHARLES W. PROCTOR, III, Esquire, PLA Associates, PC, 1450 E. Boot Road, Building 400D, West Chester, PA 19380, atty.

WILCOX, Bruce, late of Tredyffrin Township. Kelsey J. Kern, care of STEPHEN M. PORTER, Esquire, 17 W. Miner St., West Chester, PA 19382, Executrix. STEPHEN M. PORTER, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

ZIEGLER, JR., Gordon S., late of Downingtown. Barbara S. Ziegler, care of W. PETER BARNES, Esquire, 218 West Miner Street, West Chester, PA 19382, Executor. W. PETER BARNES, Esquire, Klein, Head, Barnes, & Wood, LLP, 218 West Miner Street, West Chester, PA 19382, atty.

3rd Publication

BALBEN, Marie L., late of Uwchlan Township.

David J. Balben, care of NORMAN J. PINE, Esquire, 104 S. Church St., West Chester, PA 19382, Executor. NORMAN J. PINE, Esquire, Pine & Pine, LLP, 104 S. Church St., West Chester, PA 19382, atty.

CAPUZZI, George, late of Chester Springs. Rose Capuzzi, 406 Village Walk, Exton, PA 19341, Executor. MATTHEW BRAVETTE, Esquire, Bratton Estate and Elder Care Attorneys, 18 Kings Highway West, Haddonfield, NJ 08033, atty.

CHMIELEWSKI, Stephanie, late of Tredyffrin Township. Charles Gaus, Jr., care of DAVID M. FREES, III, Esquire, 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, Administrator. DAVID M. FREES, III, Esquire, Unruh, Turner, Burke & Frees, P.C., 120 Gay Street, P.O. Box 289, Phoenixville, PA 19460, atty.

HIRSCH, Donald Edward, late of West Caln Township. Susan L. Hirsch, 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.

HOGAN, Anna Theresa, a/k/a Anna Theresa Graziano, a/k/a A. Theresa Hogan, late of West Chester. William Hogan, 532 Woodcliffe Road, Upper Darby, PA 19082, Executor. MICHAEL F. SCHLEIGH, Esquire, Reeves McEwing, LLP, 1004 S. Front Street, Philadelphia, PA 19147 atty.

LUCK, Eileen M., late of Schuylkill Township. Stephen Raiter Holstad, Jr., care of ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, Executor. ELIZABETH R. HOWARD, Esquire, 301 Gay Street, P.O. Box 507, Phoenixville, PA 19460, atty.

MADDOX, Alana Josephine, a/k/a Alana J. Maddox, a/k/a Alana Maddox, late of East Goshen Township. Donna R. Maddox & Ernest T. Maddox, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Administrators. JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

MARCINIAK, Marek R., a/k/a Marek Robert Marciniak, late of West Whiteland Township. Michael A. Malcolm, care of JOHN F. MCKENNA, Esquire, 17 West Miner St., West Chester, PA 19382, Administrator. JOHN F. MCKENNA, Esquire, MacElree Harvey, LTD., 17 West Miner St., West Chester, PA 19382, atty.

MILLER, Robert X., late of Kennett Township. Mark C. Milller, care of L. PETER TEMPLE, Esquire, P.O. Box 384, Kennett Square, PA 19348, Ex-

ecutor. L. PETER TEMPLE, Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

ROSNER, Steven E., late of Chesterbrook. Steven A. Segal, Esquire, 261 Old York Road, Suite 823A, Jenkintown, PA 19046, Executor. STEVEN A. SEGAL, Esquire, Segal & Company, LLC, 261 Old York Road, Suite 823A, Jenkintown, PA 19046, atty.

RUTLEDGE, Gary R., a/k/a Gary Robert Rutledge, Sr., late of West Caln Township. Jason M. Rutledge, 3162 Creek Road, Honey Brook, PA 19344, Executor. ALAN J. JARVIS, Esquire, 101 Birch Drive, Downingtown, PA 19335, atty.

SCHEIBE, Paul S., late of West Caln Township. Paul S. Scheibe, Jr., care of LISA COMBER HALL, Esquire, 27 S. Darlington Street, West Chester, PA 19382, Executor. LISA COMBER HALL, Esquire, Hall Law Offices, PC, 27 S. Darlington Street, West Chester, PA 19382, atty.

SCHNEIDER, Albert, late of West Goshen Township. Stacey Harbaugh, care of WILLIAM B. COOPER, III, Esquire, P.O. Box 673, Exton, PA 19341, Executrix. WILLIAM B. COOPER, III, Esquire, Fox Rothschild LLP, P.O. Box 673, Exton, PA 19341, atty.

SPADY, Mabel W., late of Tredyffrin Township. Robert M. Spady, Jr., 11010 Koman Circle #102, Manassas, VA 20109-7722, Executor.

THAYER, Anne B., late of East Marlborough Township. J. Lawrence Blum, care of JOSEPH A. BELLINGHERI, Esquire, 17 West Miner St., West Chester, PA 19832, Executor. JOSEPH A. BELLINGHERI, Esquire, MacElree Harvey, LTD., 17 West Miner St., West Chester, PA 19832, atty.

WEIKEL, Thomas John, late of Port St. Lucie, Florida. James E. Weikel, 401 Washington Street, Spring City, PA 19475, Personal Representative.

WILLIAMS, William Henry, late of West Nottingham Township. John Harris, care of SEAMUS M. LAVIN, Esquire, 122 S. Church St., West Chester, PA 19382, Administrator. SEAMUS M. LAVIN, Esquire, Wetzel Gagliardi Fetter & Lavin LLC, 122 S. Church St., West Chester, PA 19382, atty.

SCHOUTEN, Henry, a/k/a Henry G. Schouten, a/k/a Henry Gerit Schouten, late of West Chester Borough. Jennie Shatynski, care of FOX ROTHSCHILD LLP, Stone Manor Corporate Center, 2700 Kelly Rd., Ste. 300, Warrington, PA 18976-3624, Executrix. FOX ROTHSCHILD LLP, Stone Manor Corporate Center, 2700 Kelly Rd., Ste. 300, Warrington, PA 18976-3624, atty.

SEIBERT, Richard Lee, a/k/a Rich Seibert, a/k/a Dick Seibert, late of Glenmoore. Jeffrey Seibert, 71 6

Bright Summer Way, Glenmoore, PA 19343, Administrator.

TOWNSEND, JR., Thomas Hillis, a/k/a Thomas H. Townsend, late of East Marlborough Township. Dorothy J. Wavrek, 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.

WALRAVEN, Barbara J., late of West Chester Borough. Cheryl L. Riddle and Pamela J. Hoopes, care of DUKE SCHNEIDER, Esquire, 17 W. Miner St., West Chester, PA 19382, Executrices. DUKE SCHNEIDER, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

WINGER, Patricia Ann, late of Phoenixville. Mark Ward, 38 Manavon St., Phoenixville, PA 19460, Administrator.

2nd Publication of 3

TRUST NOTICE

THE JOHN S. BONK TRUST

U/A/D 2/26/2019

JOHN S. BONK, Deceased

Late of London Grove 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 MARY T. BONK, TRUSTEE, 416 Westview Drive, Avondale, PA 19311,

Or to their Attorney:

PETER S. GORDON, Esquire

Gordon, Fournaris & Mammarella, P.A.

1925 Lovering Avenue

Wilmington, DE 19806

1st Publication of 3

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

IN RE: B.J.M.

Case Number: AD-20-0060

TO: Hector Lopez

Petitions have been filed by Chester County

Department of Children, Youth and Families asking the Orphans' Court to put an end to all rights you and Melissa Anne Morales have to a female minor child, B.J.M. (d.o.b. 7/7/12), and to show cause why the parental rights to this child should not be terminated involuntarily. The Court has awarded Citations on these Petitions for Involuntary Termination of Parental Rights.

The Court has set a Call of the List for Tuesday, February 16, 2021, at 10:00 o'clock A.M., Honorable John L. Hall in Court Room No. 7, Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania, to determine which day your case will be heard, and to show cause, if any you have, why the relief sought in the Petition should not be granted. You or your lawyer should be present at the Call of the List to find out the specific date that your case will be heard.

If neither you nor your lawyer appears for the Call of the List, you may not find out when your hearing will be.

You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to this child may be ended by the court without your being present. You have a right to be represented at the hearing by a lawyer. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the Lawyer Reference Service, Chester County Bar Association, 15 West Gay Street, West Chester, PA 19380, Telephone No. (610) 429-1500 to find out where you can get legal help.

You have an important option that may be available to you under Pennsylvania Law. Act 101 of 2010 permits the adoptive parents, child, birth parents and/or relatives to enter into a voluntary Post-Adoption Contact Agreement for continuing contact or communication following a child's adoption. Contact Chester County Department of Children, Youth, 601 Westtown Road, St. 310, PO Box 2747, West Chester, PA 19380-0990 or phone 610-344-5800.

Thomas Maxwell O'Keefe, Esq.
Attorney for Chester County
Department of Children, Youth and Families

**1st Publication of 2
IN THE COURT OF COMMON PLEAS OF
CHESTER COUNTY, PENNSYLVANIA
ORPHANS' COURT DIVISION**

Case Number: AD-20-0038 F.A.A.

Case Number: AD-20-0039 H.A.A.

TO: Sheila Ann Dunn

Petitions have been filed by Chester County Department of Children, Youth and Families asking the Orphans' Court to put an end to all rights you and Marc Edward Allen, Sr., have to two female minor children, F.A.A. and H.A.A. (dob 10/30/18) and to show cause why the parental rights to this child should not be terminated involuntarily. The Court has awarded Citations on these Petitions for Involuntary Termination of Parental Rights.

The Court has set a Call of the List for Tuesday, February 16, 2021, at 9:30 o'clock A.M., Honorable John L. Hall in Court Room No. 7, Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania, to determine which day your case will be heard, and to show cause, if any you have, why the relief sought in the Petitions should not be granted. You or your lawyer should be present at the Call of the List to find out the specific date that your case will be heard.

If neither you nor your lawyer appears for the Call of the List, you may not find out when your hearing will be.

You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to these children may be ended by the court without your being present. You have a right to be represented at the hearing by a lawyer. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the Lawyer Reference Service, Chester County Bar Association, 15 West Gay Street, West Chester, PA 19380, Telephone No. (610) 429-1500 to find out where you can get legal help.

You have an important option that may be available to you under Pennsylvania Law. Act 101 of 2010 permits the adoptive parents, child, birth parents

and/or relatives to enter into a voluntary Post-Adoption Contact Agreement for continuing contact or communication following a child's adoption. Contact Chester County Department of Children, Youth, 601 Westtown Road, St. 310, PO Box 2747, West Chester, PA 19380-0990 or phone 610-344-5800.

Thomas Maxwell O'Keefe, Esq.
Attorney for Chester County
Department of Children, Youth and Families

PLACE ON FEBRUARY 11, 2021 AT 9:30AM IN COURTROOM 3 OF THE CHESTER COUNTY JUSTICE CENTER, 201 WEST MARKET STREET, WEST CHESTER, PENNSYLVANIA.

FILED ON BEHALF OF PETITIONER, CONNORS MOTORCAR COMPANY, BY MICHAEL PASTINO, ESQUIRE, 25 SOUTH CHURCH STREET, WEST CHESTER, PA 19382, (PHONE) 610-436-8000, (FAX) 610-546-1040 (EMAIL) pastino@lplawyers.com.

**IN THE COURT OF COMMON PLEAS OF
CHESTER COUNTY, PENNSYLVANIA
ORPHANS' COURT DIVISION
IN RE: C.R.D.**

Case Number: AD-20-0071

IMPORTANT NOTICE-BIRTH PARENT

TO: Jessica Davis

A petition has been filed asking the court to put an end to all rights you have to your child, **CRD**. The court has set a hearing to consider ending your rights to your child. That hearing will be held in the Chester County Justice Center, 201 West Market St., West Chester, Pennsylvania, 19380 on Thursday, January 20, 2021 at 1:30pm in Courtroom No. 18. You are warned that even if you fail to appear at the scheduled hearing, the hearing will go on without you and your rights to your child may be ended by the Court without your being present. You have a right to be represented at the hearing by a lawyer. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, call the Chester County Orphans' Court Administrator at (610) 344-6484 to request to appointment of Counsel.

NOTICE

RE: 1938 PACKARD SEDAN
VIN#: 118220614
TITLE NUMBER: 55818251
TAG#: DVR4137

BE ADVISED: TO ANY PERSON OR ENTITY HAVING AN OWNERSHIP INTEREST IN THE ABOVE REFERENCED VEHICLE, A PETITION FOR THE INVOLUNTARY TRANSFER OF TITLE HAS BEEN FILED IN THE CHESTER COUNTY COURT OF COMMON PLEAS. A HEARING ON THE PETITION WILL TAKE

Sheriff Sale of Real Estate

By virtue of the within mentioned writs directed to Sheriff Fredda L. Maddox, the herein-described real estate will be sold at public sale in the Chester County Justice Center at 201 W Market Street, 3rd Floor, Room 3300, West Chester, Pennsylvania, as announced on **Thursday, January 21st, 2021 at 11AM.**

Notice is given to all parties in interest and claimants that the Sheriff will file with the Prothonotary and in the Sheriff’s Office, both located in the Chester County Justice Center, 201 W Market Street, West Chester, Pennsylvania, Schedules of Distribution on **Monday, February 22nd, 2021.** Distribution will be made in accordance with the Schedules unless exceptions are filed in the Sheriff’s Office within ten (10) days thereafter.

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

FREDDA L. MADDOX, SHERIFF

3rd Publication

SALE NO. 21-1-1

Writ of Execution No. 2020-02882

DEBT \$1,790,458.88

ALL THAT CERTAIN tract or piece of ground with the buildings and improvements thereon erected SITUATE in the East Whiteland Township, Chester County, Commonwealth of Pennsylvania bounded and described as follows to wit:

BEGINNING at a point, an iron spike corner on the title line in the bed of Lincoln Highway a corner of lands now or late of

Allen H. and Elizabeth Blacklock; thence extending along the title line in the bed of Lincoln Highway North 83degrees 59 minutes East 150.47 feet to a point a corner of lands now or late of Joseph Norcini and Sons, thence extending along the same and crossing the bed of Lincoln Highway South 15 degrees 3 minutes East 148.60 feet to a stake corner of lands now or late of Elmer & Olive M. Hampton; thence extending along the same South 74 degrees 57 minutes West 131.60 feet to a stake corner of lands now or late of Allen H. Blacklock aforesaid, thence extending along same and recrossing the bed of Lincoln Highway North 20 degrees 41 minutes West 173.03 feet to the first mentioned point and place of beginning.

TITLE TO SAID PREMISES IS VESTED IN J&P Singh Management L.P., a Pennsylvania limited partnership by Deed from Bhavika Realty dated 7/14/17 and recorded 9/1/17 in the County of Chester in Record Book 9608 page 1890.

Tax Parcel # 42-3-228

PLAINTIFF: First IC Bank

VS

DEFENDANT: **J&P Singh Management L.P. and Singh Oil Corp.**

SALE ADDRESS: 562 Lancaster Avenue, East Whiteland Township, Malvern, PA 19355

PLANTIFF ATTORNEY: **MAX L. LIEBERMAN, ESQ. 610-397-1820**

SALE NO. 21-1-2

Writ of Execution No. 2015-02634

DEBT \$1,084,724.00

Property situate in the SCHUYLKILL TOWNSHIP, CHESTER County, Pennsylvania

BLR # 27-6-103.55

IMPROVEMENTS thereon: Residential Dwelling

PLAINTIFF: U.S. Bank National Association, Not in Its Individual Capacity But Solely as Trustee of Nrz Pass-Through Trust V

VS

DEFENDANT: **Daniel F. Cullen & Cecile M. Cullen**

SALE ADDRESS: 25 Spring Hill Lane, Phoenixville, PA 19460-1721

PLANTIFF ATTORNEY: **PHELAN HALLINAN DIAMOND & JONES, LLP 215-563-7000**

SALE NO. 21-1-3

Writ of Execution No. 2019-12873

DEBT \$848,657.35

ALL THAT CERTAIN tract of land with the buildings and improvements erected thereon situate along the Southerly side of New Schuylkill Road in the Township of East Coventry, County of Chester, Commonwealth of Pennsylvania, being more fully described as follows, to wit:

BEGINNING at a corner in the centerline of New Schuylkill Road (L.R. 201, S.R. 724) (Legal Right-of-Way: 120.00 feet wide – 47.00 feet North of centerline and 73.00 feet South of centerline) a corner of this and lands of Jon Berry Peronteau; the said corner being also South 35 degrees 53 minutes 00 seconds East 423.39 feet, measured along the said centerline of New Schuylkill Road from the intersection of the centerline of Wells Road (Legal Right-of-Way: 33.00 feet wide); thence from the place of BEGINNING, along the centerline of New Schuylkill Road, the two (2) following courses and distances: 1. South 35 degrees 53 minutes 00 seconds East 123.37 feet to a point of curve; and 2.

along a curve to the right, having a radius of 5,399.26 feet, and an arc distance of 147.63 feet (Chord: South 35 degrees 06 minutes 00 degrees East 147.63 feet) to a corner of lands of Bruce and Debbie Marvel; thence leaving the centerline of New Schuylkill Road extending along the said lands of Bruce and Debbie Marvel, South 53 degrees 20 minutes 50 seconds West 316.48 feet to a corner of lands of David A. and Cindy L. Kilgannon; thence along the same North 53 degrees 13 minutes 50 seconds West 133.50 feet to a corner of lands of Richard W. and Linda H. Kropp; thence along the same the two following courses and distances: North 34 degrees 11 minutes 30 seconds west 72.06 feet to a corner; and 2. North 24 degrees 49 minutes 00 seconds West 77.22 feet to a corner of the aforementioned lands of Jon Barry Peronteau; thence along the same, North 54 degrees 07 minutes 00 seconds East 341.33 feet to the place of BEGINNING.

CONTAINING 2.1692 Acres of land, being the same more or less.

BEING THE SAME PREMISES which Leisure Properties, LLC by deed dated even herewith, which Deed is being recorded simultaneously with this Mortgage in the office of the Recorder of Deeds for the County of Chester at West Chester, Pennsylvania, granted and conveyed unto Sports N Turf Properties, LLC, in fee.

BEING UPI No. 18-5-85.1

PLAINTIFF: Leisure Properties, LLC

VS

DEFENDANT: **Sports N Turf Properties, LLC**

SALE ADDRESS: 2568 Schuylkill Road, Pottstown, PA 19465

PLANTIFF ATTORNEY: **GREGORY W. PHILIPS, ESQ. 610-323-1400**

SALE NO. 21-1-4

Writ of Execution No. 2019-12034
DEBT \$192,145.02

PROPERTY SITUATE IN TREDYF-
FRIN TOWNSHIP
TAX PARCEL # 43-11B-0163
IMPROVEMENTS thereon: Residen-
tial Dwelling
PLAINTIFF: Midfirst Bank
VS
DEFENDANT: **Brian M. Wojnowski**
as Executor of the Estate of Christie
Baine Wojnowski Deceased
SALE ADDRESS: 483 Upper Gulph
Road, Strafford, PA 19087
PLANTIFF ATTORNEY: **KML LAW**
GROUP, P.C. 215-627-1322

SALE NO. 21-1-5

Writ of Execution No. 2019-03448
DEBT \$368,284.40

PROPERTY SITUATE IN THE
TOWNSHIP OF PENNSBURY
TAX PARCEL # 64-1-212
IMPROVEMENTS thereon: Residen-
tial Dwelling
PLAINTIFF: New Residential Mort-
gage Loan Trust 2018-2
VS
DEFENDANT: **Perry Camerlengo,**
Jr. aka Perry J. Camerlengo, Jr. aka
Perry Camerlengo & Zarouhi Sara
Camerlengo
SALE ADDRESS: 1608 Cheryl Lane,
Kennett Square, PA 19348
PLANTIFF ATTORNEY: **KML LAW**
GROUP, P.C. 215-627-1322

SALE NO. 21-1-6

Writ of Execution No. 2020-01258
DEBT \$171,734.83

All that certain lot or piece of ground
with the buildings and improvements
thereon erected, situate in the City of
Coatesville, Chester County, Pennsyl-
vania.
Tax Parcel Nos. 16-9-332 and 16-9-333
PLAINTIFF: Commonwealth Capital,
LLC
VS
DEFENDANT: **CVLC Property Man-**
agement, LLC
SALE ADDRESS: 167-169 Strode Ave-
nue, Coatesville, PA 19320
PLANTIFF ATTORNEY: **EISEN-**
BERG, GOLD & AGRAWAL, P.C.
856-330-6200

SALE NO. 21-1-7

Writ of Execution No. 2015-04767
DEBT \$51,826.86

ALL THAT CERTAIN lot or parcel of
ground with the hereditaments and ap-
purtenances thereon erected, Situate in
the City of Coatesville, County of Ches-
ter and Commonwealth of Pennsylvania,
described in accordance with a Plan
of Section 1 for Miller Hill Corporation
by Chester Valley Engineers, Inc., Con-
sulting Engineers, Paoli, Pennsylvania,
dated June 15, 1959 and being more ful-
ly described as follows, to wit:
BEGINNING at a point set in the west-
erly right of way line of Buchanan Av-
enue at a corner of Lot #17, said point
being distance 313.63 feet measured
southwardly along the westerly right

of way line of Buchanan Avenue form its intersection with the radius curve connecting the southerly side of Dulles Avenue; thence extending from the first mentioned point and place of beginning, continuing along the westerly right-of-way line of Buchanan Avenue, South 9 degrees 28 minutes West, 67.02 feet to a monument and a point of curve; thence in a southerly direction along the curved line curving to the right having a radius of 437.19 feet for and arc distance of 10.17 feet and the chord of the arc being South 10 degrees 8 minutes West, 10.17 feet to a point, a corner of Lot #19; thence leaving Buchanan Avenue and extending along Lot #19 North 79 degrees 12 minutes West 144.82 feet to a point set in a line of land of Lot #30; thence extending along Lot #30 and partly along Lot #31 North 18 degrees 25 minutes 10 seconds East, 74.70 feet to a point set at a corner of Lot #17; thence extending along Lot #17 South 80 degrees 32 minutes East, 133.28 feet to the first mentioned point and place of beginning.

CONTAINING 10,509 square feet of land, be the same more or less.

BEING the same premises with Miller Hill Corporation, by Deed dated 12/17/1971 and recorded 12/29/1971 in the Office of the Recorder of Deeds in and for the County of Chester in Record Book 140 Page 727, granted and conveyed unto Harry E. McMinimee and Joan H. McMinimee, his wife, in fee.

AND being the same premises which Harry E. McMinimee and Joan H. McMinimee, his wife, by Deed dated 11/01/1976 and recorded 11/04/1976 in the Office of the Recorder of Deeds in and for the County of Chester in Record Book R49 Page 212, granted and conveyed Charles J. Trammell and Virginia Trammell, his wife, in fee. The said Virginia Trammell departed this life 10/20/2017 whereby leaving title solely

vested in Charles J. Trammell.

UPI NO. 16-01-0026

PLAINTIFF: Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A

VS

DEFENDANT: **Charles J. Trammell**

SALE ADDRESS: 306 Buchanan Drive, a/k/a 306 Buchanan Avenue, Coatesville, PA 19320

PLANTIFF ATTORNEY: **HILL WAL-LICK LLP 215-579-7700**

SALE NO. 21-1-8

Writ of Execution No. 2014-00146

DEBT \$53,635.46

ALL THAT CERTAIN lot or piece of ground Situate in the Township of Pocopson, County of Chester and Commonwealth of Pennsylvania, described according to a survey by James R. Pennell, Surveyor Wawa, Pennsylvania, dated December 20, 1952 as follows, to wit:

BEGINNING at an iron spike in the center line of the State Highway, Route 52 being the road leading from Kennett Square to Lenape, the said spike, measured Westward along the center of the said road being distance 627.55 feet from the point of intersection of the center line of the said road with the center line of the public road leading Southward to the Street Road East of Parkerville, the said spike marking the place of beginning also marks a corner of lands recently conveyed by the Grantors to extending: thence along the centerline of the said Kennett Square to Lenape Road South 67 degrees 1 minute 40 seconds West 139.02 feet to a point; thence by other lands of the Grantors, being Lot No. 2 on the Plan of Lots of Joseph Scafetta bearing date of

October 20, 1952, passing over a stake near the Northerly side of the said road, North 28 degrees 14 minutes 40 seconds West 323.05 feet to a stake; thence by other lands of the Grantors North 67 degrees 1 minute East 50 feet to a stake; and thence by the aforesaid lands conveyed to Wiley, passing over a stake near the Northerly side of the aforesaid Kennett Square to Lenape Road, South 43 degrees 13 minutes 40 seconds East 342.91 feet to the iron spike in the center line of the said road marking the place of beginning.

PREMISES "B"

ALL THAT CERTAIN lot or parcel of land in the Township of Pocopson, County of Chester and Commonwealth of Pennsylvania, more fully described as follows, to wit:

BEGINNING at an interior point, a common corner of lands now or late of Richard Maxton and Edith Pettit, which point is at the distance of 323.05 feet measured North 28 degrees 14 minutes 40 seconds West along aforesaid lands from a point in the title line in the bad of Lenape Road (Rt. 52), which point is at the distance of 295.25 feet measured North 67 degrees 5 minutes East along said title line from its point of intersection with the Northeasterly right-of-way line of Williamsburg Drive (50 feet wide);thence extending from said beginning point North 28 degrees 14 minutes 40 seconds West along lands now or late of Richard Maxton, Edward Paullin, and Edward J. Deitz 392.08 feet to a point; thence extending South 59 degrees 26 minute East along lands now or late of Harry N. Tuti and Henry B. Gray 472.1S feel to a point; thence extending South 67 degrees 1 minute West along lands now or late of Charles A. Wood, John M. Wylie and Edit Pettit 226.00 feet to the first mentioned point and place of beginning.

Chester County Tax Parcel Numbers 63-4-75.18 and 63-4-77.

PLAINTIFF: Pocopson Township
VS

DEFENDANT: **Lillian M. Pettit & Lewette J. Pettit**

SALE ADDRESS: 1425 Lenape Road, West Chester, PA 19382

PLANTIFF ATTORNEY: **KRISTEN WETZEL LADD, ESQ. 610-692-1371**

SALE NO. 21-1-9

Writ of Execution No. 2018-12522

DEBT \$392,804.26

ALL THAT CERTAIN Unit or piece of ground with the buildings and improvements thereon erected, hereditaments and appurtenances, SITUATE in East Caln Township, Chester County, State of Pennsylvania, designated and shown on Plan of "Oak Ridge PRD" made by Lester R. Andes, P.E. Thorndale, PA dated June 23, 1987 and last revised March 4, 1988, recorded April 18, 1988 at West Chester in the Office for the Recorder of Deeds, in and for Chester County in Plan File No. 8137, designated as Unit No. 1 Hickory Court, Building No. 4.

UNDER AND SUBJECT to Declaration of Covenants, Conditions and Restrictions as in Deed recorded August 5, 1988 in Record Book 1240 page 382.

TOGETHER with the free and common use, right, liberty and privilege of all walkways, pavements, parking areas, recreational facilities and streets or avenues as shown on Plan of Oak Ridge PRD, dated June 23, 1987, last revised March 4, 1988, recorded April 18, 1988 in Plan File No. 8137 as a means of ingress, egress and regress form the property herein described to the said recreational facilities, parking areas, streets

or avenues in common with the owners, tenants and occupiers of the other lots or tract of ground in said Plan of Oak Ridge PRD.

Title to said Premises vested in Cameron D. Myers a/k/a Cameron Myers by Deed from Dennis S. Barnabei et al dated December 13, 2002 and recorded February 11, 2003 in the Chester County Recorder of Deeds in Book 5567, Page 347 as Instrument Number 10187625.

Tax Parcel # 40-4-120

PLAINTIFF: Wells Fargo Bank, N.A., as Trustee, on behalf of the registered holders of Morgan Stanley ABS Capital I Inc. Trust 2005-WMC4, Mortgage Pass-Through Certificates, Series 2005-WMC4

VS

DEFENDANT: **Cameron D. Myers a/k/a Cameron Myers & the United States of America c/o the U.S. Attorney for the Eastern District of Pennsylvania**

SALE ADDRESS: 5 Hickory Court, Unit No. 21, Downingtown, PA 19335

PLANTIFF ATTORNEY: **MILSTEAD & ASSOCIATES, LLC 856-482-1400**