



Chester County Law Reporter

(USPS 102-900)

The Official Legal Publication for Chester County

Vol. 68

WEST CHESTER, PENNSYLVANIA, OCTOBER 1, 2020

No. 40

TABLE OF CONTENTS

68 CHESTER COUNTY REPORTS

Castner v. Cross Castner Architects, P.C.

Motion to compel settlement 373 (2020)

Classified Ads. 17

Attorney To Take Over Practice - *Chester County*

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 ©2020 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.

2020 CCBA Officers

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

CEO

Wendy Leeper

Executive Director

Matt Holliday

2020 CCBA Directors

Ashley Beach
Chuck Gaza
Maria Janoski
Ryan Jennings
Christin Kubacke
Wes Legg
A.J. Ober
Hon. Allison B. Royer

2020 YLD Division

James Doyle, *Chair*
Michelle Barone, *Chair-Elect*
Basil Joy, *Immediate Past Chair*

Castner v. Cross Castner Architects, P.C.

Motion to compel settlement

1. The enforceability of settlement agreements is determined according to principles of contract law. Because contract interpretation is a question of law, the appellate court is not bound by the trial court's interpretation. The proper standard of review for the appellate court over questions of law is *de novo* and to the extent necessary, the scope of our review is plenary as the appellate court may review the entire record in making its decision. With respect to factual conclusions, the appellate court may reverse the trial court only if its findings of fact are predicated on an error of law or are unsupported by competent evidence in the record.
2. There is a strong judicial policy in favor of voluntarily settling lawsuits because it reduces the burden on the courts and expedites the transfer of money into the hands of a complainant. If courts were called on to re-evaluate settlement agreements, the judicial policies favoring settlements would be deemed useless.
3. It is axiomatic that settlement agreements are enforced according to principles of contract law. There is an offer (the settlement figure), acceptance, and consideration (in exchange for the plaintiff terminating his lawsuit, the defendant will pay the plaintiff the agreed upon sum).
4. Where a settlement agreement contains all of the requisites for a valid contract, a court must enforce the terms of the agreement as such. This is true even if the terms of the agreement are not yet formalized in writing.
5. An offeree's power to accept is terminated only by (a) a counter-offer by the offeree; (b) a lapse of time; (c) a revocation by the offeror; or (d) death or incapacity of either party. However, once the offeree has exercised his power to create a contract by accepting the offer, a purported revocation is ineffective as such.
6. When interpreting a contract, the Court may not consider extrinsic evidence unless the terms of the contract are ambiguous. A contract is ambiguous if it is reasonably susceptible of different constructions and capable of being understood in more than one sense.
7. A general release releases all parties from any further liability for the plaintiff's injuries, regardless of whether any other party is contributing to the settlement.
8. To avoid being construed as a general release, the language of the agreement must be precise in establishing that it operates to discharge only the parties entering into it, while other rights are being preserved.
9. If a party mistakenly signs a general release, while intending to preserve other claims, such a unilateral mistake will generally be insufficient to void a release.
10. The parties filed a number of pleadings concerning a settlement that had been verbally placed upon the record in court. The Court granted a motion to

enforce settlement and a judgment was awarded in an amount slightly over \$99,000.00. An appeal was taken, arguing the Court erred in concluding the settlement was self-effecting and that Cross could not set-off the judgment owed to him from Castner. After reviewing the oral settlement agreement placed upon the record, the Court finds that the plain language of the settlement agreement at issue in this case is not ambiguous and therefore, based on the applicable case law, extrinsic evidence as to the intent of the parties is irrelevant and inadmissible. Accordingly, the agreement was deemed clearly valid and binding despite the absence of any writing or formality. The Court deemed the issues raised on appeal as lacking merit and asked the Superior Court to hold in accordance with the Court's Opinion.

R.E.M.

C.C.P., Chester County, Pennsylvania Civil Action No. 2013-09841; John C. Castner v. Cross Castner Architects, P.C. and Charles H. Cross, III

Guy Donatelli and Maureen McBride for Plaintiff/Appellee
John E. D. Larkin for Defendants/Appellants
Mahon, J., March 4, 2019:-

[Editor's Note: Affirmed by a Memorandum Opinion in the Superior Court 2/19/20, 3536 EDA 2019]

JOHN C. CASTNER : IN THE COURT OF COMMON PLEAS
 Plaintiff/Appellee

: CHESTER COUNTY, PENNSYLVANIA

v.

: CIVIL ACTION

CROSS CASTNER ARCHITECTS, P.C. : NO. 2013-09841-CT
 and CHARLES H. CROSS, III APPEAL NO. 3536 EDA 2018
 Defendants/Appellants :

Guy Donatelli, Esquire and Maureen McBride, Esquire, Attorneys for Plaintiff/Appellee
 John E. D. Larkin, Esquire, Attorney for Defendants/Appellants

OPINION

AND NOW, this 4th day of March, 2019, this Opinion is filed pursuant to Pa. R.A.P. 1925(a) and in response to Cross Caster Architects, P.C. and Charles H. Cross, III’s appeal from this Court’s Order dated October 31, 2018¹ enforcing settlement in this matter.

PROCEDURAL AND FACTUAL HISTORY

The current appeal arises from the Order entered on November 1, 2018, wherein the Court granted John C. Castner’s (hereinafter, “Castner”) motion to compel the enforcement of settlement and denied Cross Caster Architects, P.C. (hereinafter, the “Company”) and Charles H. Cross, III’s (hereinafter, “Cross”) cross-motion to enforce the Settlement Agreement between the parties. The November 1, 2018 Order required the Company and Cross to pay the sum of \$99,021.30 to Castner within ten (10) days of the entry of that Order. Pursuant to the terms of the Settlement Agreement, the November 1, 2018 Order released all claims by requiring the parties to execute a mutual general release within ten (10) days of the entry of that Order.² See Order, 11/1/18.

The salient facts and procedural history are as follows: Castner is a founding member and former minority shareholder of the Company. Cross is now, and was at all relevant times, the duly acting President, Director, and controlling shareholder of the Company. Because of Cross’s alleged violation of the Shareholder

¹ This Order, which is the subject of the current appeal, is dated October 31, 2018, but it was not docketed by the Prothonotary until November 1, 2018. Therefore, the Court will refer to this Order as the November 1, 2018 Order going forward.

² The parties were ordered to sign the general release that was attached as Exhibit C to Castner’s Motion to Compel the Enforcement of the Settlement Agreement filed of record on September 11, 2018.

Agreement dated November 10, 2009 and misapplication of Company assets for his personal benefit, Castner filed an action against both the Company and Cross in the Chester County Court of Common Pleas raising claims of breach of contract along with other related claims. That case was scheduled for a bench trial on February 4, 2016.

In lieu of conducting a bench trial on the merits, the parties entered into an on-the-record settlement. See N.T., 2/4/16. As a result of the parties reaching a settlement, the Court entered an Order, *sua sponte*, on September 1, 2016 directing the Office of the Prothonotary to mark the case settled. On February 21, 2018, Castner filed a Motion to Strike the Order of Settlement. On March 13, 2018, Cross and the Company filed an Answer in Opposition to Plaintiff's Motion to Strike the Order of Settlement. On March 19, 2018, the Court denied Castner's Motion to Strike the Order of Settlement.

Approximately a year and a half after the settlement was placed on-the-record, the parties were still unable to honor the terms of the agreement. Specifically, the three (3) Valuators were unable to agree on the valuation method.³ Perplexingly, on April 13, 2018, Castner commenced a new related action docketed in the Court of Common Pleas at 2018-03806, by filing a Petition to Enforce Settlement.⁴ See Chester County Court of Common Pleas Docket Number, 2018-03806.⁵ By Order dated June 14, 2018, argument was scheduled on Castner's Petition to Enforce Settlement. On July 18, 2018, oral argument was held on the aforementioned Petition. By Order dated August 7, 2018, Castner's Petition to Enforce Settlement was granted and the parties were ordered to "achieve an agreed upon valuation."⁶ See Order, 8/7/18, docketed in case number 2018-03806.

Pursuant to the August 7, 2018 Order, the Valuators met on August 31, 2018 to determine the agreed upon value of the Company and the value of Castner's shares of stock for payment. The Valuators determined that Castner's interest in

³ One of the valutors, Blake Chapman, sought to calculate the value of the shares of the Company in accordance with Article IV of the Shareholders Agreement, which was different than the method utilized by the other two Valuators. The settlement of record did not require that Mr. Chapman's valuation method be used. See N.T., 2/6/14, at 1-7. If the Company and Cross wished to collaterally attack the Shareholders Agreement then they should have litigated the matter at trial rather than entering into a settlement.

⁴ As Castner's petition was neither verified nor contained a Rule returnable, it was treated by the Court as a Motion.

⁵ We find it necessary to point out that the commencement of this new, related, action increased the procedural complexities of this case. The parties continued to file pleadings and or other legal documents under case numbers 2013-09841 and 2018-03806. However, the Company and Cross filed their Notice of Appeal and Statement of Errors Complained of on Appeal only in case number 2013-09841.

⁶ The August 7, 2018 Order directed Blake Chapman to value Mr. Castner's shares of stock for payment within sixty (60) days of the entry of that Order. Furthermore, Mr. Chapman was directed to use an accepted valuation method and consult with the other two valutors to achieve an agreed upon valuation in this matter.

the Company was valued at \$148,000 and that Castner should be reimbursed for taxes on phantom income in the amount of \$14,429.80. The value of Castner's share of the company was then reduced by \$63,408.50 for an outstanding shareholder loan due to the Company from Castner, with a net value of Castner's shares totaling \$99,021.30.

Even after the Valuators had completed their duty under the Agreement, the parties were still unable to honor the terms of the settlement two (2) years after it was initially placed on-the-record. On September 11, 2018 Castner filed a Motion to Compel the Enforcement of the Settlement Agreement for Fees in case number 2013-09841. On September 21, 2018, Cross and the Company filed a reply and a Cross-Motion to Enforce Settlement. On September 26, 2018, Castner filed an Answer to the Cross-Motion to Enforce Settlement. By Order dated October 17, 2018, the Court scheduled argument on the parties' respective motions to enforce settlement. By Order entered on November 1, 2018, the Court granted Castner's Motion to Compel the Enforcement of Settlement Agreement for Fees and denied Cross and the Companies' Cross-Motion to Enforce Settlement.

On November 7, 2018, the Company and Cross filed a timely Notice of Appeal. On November 13, 2018, the Court issued an Order directing the Company and Cross to file and serve upon the undersigned a Concise Statement of Errors Complained of on Appeal (hereinafter, "Statement"). Later that same day, Castner filed an Emergency Petition for Contempt. On November 14, 2018, the Company and Cross filed an Application for Stay. On November 16, 2018, judgment was entered on the docket in the amount of \$99,021.30.

On November 28, 2018, Castner filed a response to the Application for Stay. On December 3, 2018, the Company and Cross filed a timely Statement. On December 13, 2018, the Court issued an Order granting the Application for Stay. The December 13, 2018 Order also advised the parties that the Court would take no action on Castner's Emergency Petition for Contempt as that issue was the subject of this appeal. See Order 12/13/18.

DISCUSSION

We will now address the issues raised in the Company and Cross' Concise Statement. Specifically, Appellants raises two (2) issues for our review. Those issues in Appellants' own words are as follows:

1. The trial court erred in concluding that the release provided for in the February 4, 2016 on-the-record settlement agreement, was self-effecting as of February 4, 2016, when the parties expressly agreed that the release would be given *after* the valuation of the shares took place.
2. The trial court erred in concluding that Cross could not set-off the judgment owed by Castner to him against the sums owed by him to Castner under the February 4, 2016 on-the-record settlement agreement, since the mutual release was not

to become effective until after the valuation occurred.

Statement, 12/3/18 (emphasis in original). As the Court will explain, Appellants' issues lack arguable merit, are belied by the record, or can form no basis for a successful appeal.

We now review Appellants' claimed errors in the order presented above and begin by setting forth the proper scope and standard of review. The enforceability of settlement agreements is determined according to principles of contract law. Because contract interpretation is a question of law, the appellate court is not bound by the trial court's interpretation. The proper standard of review for the appellate court over questions of law is *de novo* and to the extent necessary, the scope of our review is plenary as the appellate court may review the entire record in making its decision. Ragnar Benson, Inc. v. Hempfield Township Mun. Auth., 916 A.2d 1183, 1188 (Pa. Super. 2007) (internal citations and quotation marks omitted). With respect to factual conclusions, the appellate court may reverse the trial court only if its findings of fact are predicated on an error of law or are unsupported by competent evidence in the record. Skurnowicz v. Lucci, 798 A.2d 788, 793 (Pa. Super. 2002) (internal citation omitted).

The law of this Commonwealth establishes that an agreement to settle legal disputes between parties is favored. Compu Forms Control Inc. v. Altus Group Inc., 574 A.2d 618, 624 (Pa. Super. 1990). There is a strong judicial policy in favor of voluntarily settling lawsuits because it reduces the burden on the courts and expedites the transfer of money into the hands of a complainant. Felix v. Giuseppe Kitchens & Baths, Inc., 848 A.2d 943, 946 (Pa. Super. 2004). If courts were called on to re-evaluate settlement agreements, the judicial policies favoring settlements would be deemed useless. Greentree Cinemas Inc. v. Hakim, 432 A.2d 1039, 1041 (Pa. Super. 1981).

It is axiomatic that settlement agreements are enforced according to principles of contract law. Pulcinello v. Consolidated Rail Corp., 784 A.2d 122, 124 (Pa. Super. 2001), appeal denied, 796 A.2d 984 (Pa. 2002). There is an offer (the settlement figure), acceptance, and consideration (in exchange for the plaintiff terminating his lawsuit, the defendant will pay the plaintiff the agreed upon sum). Muhammad v. Strassburger, McKenna, Messer, Shilobod & Gutnick, 526 Pa. 541, 545, 587 A.2d 1346, 1348 (1991).

Where a settlement agreement contains all of the requisites for a valid contract, a court must enforce the terms of the agreement as such. McDonnell v. Ford Motor Co., 643 A.2d 1102, 1105 (Pa. Super. 1994), appeal denied, 652 A.2d 1324 (Pa. 1994). This is true even if the terms of the agreement are not yet formalized in writing. Mazzella v. Koken, 739 A.2d 531 536 (Pa. 1999); see Commerce Bank Pennsylvania v. First Union National Bank, 911 A.2d 133, 147 (Pa. Super. 2006) (stating that "an agreement is binding if the parties come to a meeting of the minds on all essential terms, even if they expect the agreement to be reduced to writing but that formality does not take place."). An offeree's power to accept is terminated only by (1) a counter-offer by the offeree; (2) a lapse of time; (3) a

revocation by the offeror; or (4) death or incapacity of either party. See First Home Savings Bank, FSB v. Nernberg, 648 A.2d 9, 15 (Pa. Super. 1994) (citing Restatement (Second) of Contracts § 36 (1981)).⁷ However, “[o]nce the offeree has exercised his power to create a contract by accepting the offer, a purported revocation is ineffective as such.” Restatement (Second) of Contracts § 42, Comment c. (1981).

When interpreting a contract, the Court may not consider extrinsic evidence unless the terms of the contract are ambiguous. Seven Springs Farm, Inc. v. Croker, 748 A.2d 740, 744 (Pa. 2000). A contract is ambiguous “if it is reasonably susceptible of different constructions and capable of being understood in more than one sense.” Lang v. Meske, 850 A.2d 737, 739-40 (Pa. Super. 2004).

As the parties’ on-the-record Settlement Agreement is critical to this case, it is reproduced in full. The terms of the Settlement Agreement are as follows:

- The Court: I understand, you’ve reached an agreement, which is wonderful. Who is going to do the honors?
- Mr. Donatelli: Your Honor, may it please the Court, Guy Donatelli on behalf of the plaintiff, John C., J.C., Castner. I’m going to ask my colleague, who represents the defendants, Dave Davis, to join me at the podium.
- Mr. Donatelli: Your Honor, the parties have reached the following resolution: There will be an accounting of all records relating to Cross Castner Architects for year ends 2007 through 2011 for the purposes of a reevaluation of the value of the company and the shares of the 80% shareholder, Mr. Cross, and the 20% shareholder, Mr. Castner, for purposes of paying Mr. Castner or valuing the shares of Mr. Castner for payment. That calculation will be undertaken by three accountants, Steven Scherf; Blake Chapman; and Gary Friedlander. They must agree in order have a resolution. We anticipate a robust conversation between those three accountants with respect to their valuation methods.
- As far as costs are concerned, my client will pay for Mr. Scherf, [Mr. Davis’] clients will pay for Mr. Chapman, and we’ll split [the cost of] Mr. Friedlander?
- Mr. Davis: Correct.
- Mr. Donatelli: Okay. The accountants will do one other thing; They will take a good hard look at the loan to shareholder value and the amount assigned to Mr. Castner for the purposes of determining whether Mr. Castner is entitled to any refund from the company as to

⁷The undisputed evidence establishes that none of these exceptions are applicable to the case at bar.

payments he make to the IRS on adjustments to the loan to shareholder amount.

And let me tell you how that worked for these purposes. It's essentially, your Honor, a K-1. There's some phantom income to the PC shareholder. We know what that's like. You pay tax on it. There's an issue, an honest issue between the parties as to whether the loan to shareholder amount attributed to Mr. Castner is accurate. He's paid taxes on some of that stuff, some he may be able to get reimbursement from the IRS through a refund, but he may be out of time on other amounts. But the three accountants will determine that and will determine what, if anything, should be reimbursed to Mr. Castner for that issue.

We understand that we're entering into tax season. One of the accountants has already indicated that he's busy, so we would like to see the entire calculation, the entire process be done within 120 days.

Mr. Davis:

That's fine.

Mr. Donatelli:

Because that makes it easier on the consultants. **The parties would then give each other a full and complete release. The words I used in the conference room was, neither one will darken the other's doorway again, but I said that with a smile, so I got away with it.** And the parties would agree on a non-disparagement clause. They are both professionals; they both have great reputations; they are both architects; they are both professionals; have [a] great reputation, so we would want to make sure on a going-forward basis to put this behind us.

Let me emphasize that all information regarding Cross Castner Architects, whether the architectural firm has them, whether Mr. Cross has them, whether Mr. Castner has them, will be made available to the accountants; and that if the accountants have additional questions with respect to information, then that information will be, to the extent it exists, provided.

Mr. Davis:

And, also - - are you finished?

Mr. Donatelli:

I am.

Mr. Davis:

And, also, the parties will make themselves available to the consultants as they are going through the process to the extent that there are questions that need answering that don't appear clear from the documents that are produced, as well.

[68 Ches. Co. Rep. **Castner v. Cross Castner Architects, P.C.**

One point of clarification. Mr. Friedlander is not an accountant. He is an attorney specializing in the evaluation of businesses. And the loan to shareholder issue likely will be a reciprocal issue because it affects all. So it's not only a loan to shareholder of Mr. Castner that's going to be looked at. It will also be a loan to shareholder to Mr. Cross, as well, as it factors into the entire process. So it's reciprocal.

- Mr. Donatelli: And the loan to shareholder will affect not only any potential repayments, but that will also affect the value of the company, depending on, of course, how the accountants and Mr. Friedlander - -who I think is also a CPA.
- Mr. Davis: Maybe. He's a CVA - - no, he's not a CVA. Whatever he is.
- Mr. Donatelli: He was my witness, I should know that - - will affect the value of the business, as well.
- The Court: Okay. Great.
- Mr. Donatelli: That's it.
- Mr. Davis: Thank you, your Honor.
- Mr. Donatelli: J.C. Castner, is that acceptable to you?
- Mr. Castner: Yes, it is.
- Mr. Cross: And to me, as well.
- The Court: Thank you very much. Thank you very much. Thank you all.

(Whereupon, proceedings concluded at 10:00 a.m.)

N.T., 2/4/16, at 2-7 (emphasis added).

This case is a prime example of what can happen when the parties do not dot every "i" and cross every "t" during settlement negotiations. For example, the Court accepted the February 4, 2016, settlement despite the fact that it had not been reduced to writing and that it required all three Valuators to agree on the valuation of the Company and Castner's shares of stock. The parties now claim to have a different understanding of when the settlement became effective and whether it permitted Cross to set-off the judgment owed by Castner to him against the sums owed by him to Castner.

The Court finds that the plain language of the Settlement Agreement is not ambiguous and therefore, based on the applicable case law, extrinsic evidence as to the intent of the parties is irrelevant and inadmissible. The Settlement Agreement that was placed on the record in lieu of a bench trial evidences the parties' desire to settle this case. Furthermore, the undisputed evidence of record clearly establishes an expression of mutual assent between the parties sufficient to create a binding contract. Stated differently, the on-the-record settlement entered into by the parties through their respective counsel, expressed an intention to completely settle and end the case for the agreed amount to be determined by the Valuators. Accordingly, this agreement was clearly valid and binding despite the absence of any writing

or formality.⁸

Approximately two years after the parties agreed to settle this matter in lieu of a trial, Cross and the Company have now suggested that the full and complete release agreed to by the parties was not intended as a general release, but rather as some type of limited release that did not resolve all of the issues in the case by permitting the set-off of judgments. We find this argument unavailing.

The clear and unambiguous language of the settlement called for the parties to enter into a full and complete release after the valuation of the Company and Castner's shares of stock was complete. The negotiated full and complete release in this matter is akin to a mutual general release. A general release releases all parties from any further liability for the plaintiff's injuries, regardless of whether any other party is contributing to the settlement. Buttermore v. Aliquippa Hospital, 561 A.2d 733 (Pa. 1989). Litigation surrounding general releases tends to occur when plaintiff's counsel simply does not realize the potential effect of the release, or does not recognize that other claims may arise.

To avoid being construed as a general release, the language of the agreement must be precise in establishing that it operates to discharge only the parties entering into it, while other rights are being preserved. Where it is clear that the parties are preserving other claims, it is unlikely that the courts will construe a release as a general discharge of liability running in favor of a non-party to the release. See e.g., Sherman v. Franklin Regional Medical Center, 443 660 A.2d 1370 (Pa. Super. 1995); Eisenhauer v. Clock Towers Associates, 582 A.2d 33 (Pa. Super. 1990). If a party mistakenly signs a general release, while intending to preserve other claims, such a unilateral mistake will generally be insufficient to void a release. Roth v. Old Guard Insurance Company, 850 A.2d 651 (Pa. Super. 2004).

Here, the release at issue is part of a larger contractual document, and the plain language of the release purporting to extinguish all claims must be given such effect in the absence of demonstrable ambiguity. As the Court has already determined, neither the Settlement Agreement nor the release contained therein, are ambiguous. There is simply no evidence that the parties were engaging in any negotiation over the contents of the release's language, beyond that which was orally agreed to and placed on-the-record in open court. Similarly, there is no evidence of record that any controversy arose about the inclusion of the full and complete release until Castner requested the Company and Cross execute the formal general release. Trial counsel for Cross and the Company did not reject the proffered oral recitation of the Settlement Agreement which made the signing of the release an express condition of settlement.

The execution by the parties of the full and complete release was only contingent upon the Valuers reaching a valuation of the Company and Castner's shares of stock. Pursuant to the settlement there would be an accounting of all records relating to the Company for year ends 2007 through 2011 for the express purposes of an evaluation of the value of the Company and Castner's shares of

⁸ We emphasize that the parties have not attempted to introduce parol evidence at any time.

[68 Ches. Co. Rep. **Castner v. Cross Castner Architects, P.C.**

stock. Upon the Valuators reaching a consensus as to the valuation of the Company and Castner's shares of stock, the Settlement Agreement then required a buy-back of Castner's stock and for the parties to exchange full and complete releases. The Valuators agreed upon accounting and valuation would be used to determine whether Castner was entitled to any refunds or reimbursement from Cross Castner Architects, P.C. based on payments he made to the IRS on adjustments made to a purported loan from the Company and to reconcile the shareholders' draws, loans to shareholders, K-1's, and tax liabilities. Moreover, the signing of a full and complete release was made an express condition of the settlement that did not allow for a set-off of judgments. If the parties wished to include this language, they could have easily done so.

The Settlement Agreement ending this action is now over three (3) years old. In essence, the parties have continued to litigate for three (3) years after the February 4, 2016 bench trial was abandoned. Final settlement of a three (3) year old settlement should be more favored now than three (3) years ago.

For all the reasons set forth above, we ask the Superior Court to hold in accordance with this Opinion.

BY THE COURT:

/s/ William P. Mahon, J.

TABLE OF CONTENTS
LEGAL NOTICES

Audit List 2

Change of Name Notice 3

Corporation Notice 4

Estate Notices **1st Publication** 4

Estate Notices **2nd Publication** 5

Estate Notices **3rd Publication** 7

Fictitious Name 8

Advertisement of Existence of Trust Notice 8

Irrevocable Declaration of Trust Notice 8

Non-Profit Corporation Notice 8

Notice of Administrative Suspension 9

Sheriff’s Sales 10

2nd 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.*

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

NOTICE OF FILING ACCOUNTS
ACCOUNTS LISTED FOR AUDIT ON
WEDNESDAY, OCTOBER 7, 2020
Courtroom 18 at 9:00 A.M. PREVAILING TIME

THE HONORABLE KATHERINE B. L. PLATT

Notice is hereby given to all parties interested, that accounts in the following matters have been filed in the Office of the Clerk of the Orphans' Court Division of the Court of Common Pleas of Chester County, Pennsylvania for AUDIT, CONFIRMATION AND DISTRIBUTION at the above date, time and place. At that time and place interested parties, claimants and objectors to the same will be heard.

IN RE: CONSTANCE D. HERCKNER FAMILY FUND, TRUST **1520-1712**
FIRST AND FINAL ACCOUNT
OF: VANGUARD NATIONAL TRUST COMPANY, TRUSTEE
ATTORNEY(S):
KAREN M. STOCKMAL, ESQUIRE
LAURA M. TOBEY, ESQUIRE

ESTATE OF ALICE T. CHRISTMAN, DECEASED **1519-2500**
FIRST AND FINAL ACCOUNT
OF: PAMELA A. PLESKO, EXECUTOR
ATTORNEY(S):
FRANK W. DALY, ESQUIRE

IN RE: LENORA GOLDFARB, TRUST **1520-1717**
FIRST ACCOUNT
OF: MITCHELL GOLDFARB, TRUSTEE
SHELLEY R. GOLDFARB GOLDNER, TRUSTEE
ATTORNEY(S):
MELISSA SIRAVO HENSINGER, ESQUIRE
JAMES FRANCIS MANNION, ESQUIRE

IN RE: MEYER D. GOLDFARB, TRUST

1520-1723

FIRST ACCOUNT

OF: MITCHELL GOLDFARB, TRUSTEE
SHELLEY R. GOLDFARB GOLDNER, TRUSTEE

ATTORNEY(S):
MELISSA SIRAVO HENSINGER, ESQUIRE
JAMES FRANCIS MANNION, ESQUIRE

ESTATE OF JAMES E. ROMANO JR, DECEASED

1517-2243

A/K/A JAMES EDWARD ROMANO JR

FIRST AND FINAL ACCOUNT

OF: NIKOLAS J. ROMANO, ADMINISTRATOR

ATTORNEY(S):
STEPHEN DOWLING POTTS, ESQUIRE

ESTATE OF RICHARD CHENNISI, DECEASED

1516-2003

A/K/A RICHARD A. CHENNISI

FIRST AND INTERIM ACCOUNT

OF: MICHAEL SCOTT CHENNISI, EXECUTOR

ATTORNEY(S):
JENNIFER A. KOSTEVA, ESQUIRE
ADAM T. GUSDORFF, ESQUIRE

CHANGE OF NAME NOTICE

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

LAW NO. 2020-05139-NC

NOTICE IS HEREBY GIVEN that the name change petition of Spencer Carpenter Palmer was filed in the above-named court and will be heard on Monday, November 9, 2020 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, August 7, 2020

Name to be changed from: Spencer Carpenter Palmer to: Spencer Allen Carpenter

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. 2020-06834-NC

NOTICE IS HEREBY GIVEN that the name change petition of Jared Allen Rhoads & Keshia Lee Smith on behalf of minor child Zakai Addenious Nelson was filed in the above-named court and will be heard on Monday, October 12, 2020 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: Tuesday, September 15, 2020

Name to be changed from: Zakai Addenious Nelson to: Zakia Addenious Rhoads

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**Magic Shear Salon, Inc.**

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

John A. Novello, Esquire
221 North Olive Street
Media, PA 19063

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

ARDINGER, Eleanor Gayle, a/k/a Eleanor Gayle Ardinger, late of Penn Township. Brian Ardinger, 161 Red Oak Drive, Lincoln University, PA 19352, Executor. JENNIFER S. NASH, Esquire, 933 South High Street, West Chester, PA 19382, atty.

ATKINS, Kathleen Mary, late of Wayne. Richard Atkins, 555 Col. DeWees Road, Wayne, PA 19087, Executor. JAMES BROSE, Esquire, Brose Law Firm, 206 South Avenue, Media, PA 19041, atty.

BABCOCK, Lloyd J., late of West Vincent Township. Robert G. Bellwoar, The Historic Byers Hotel, 225 Byers Rd., Chester Springs, PA 19425, Executor. JAMES MUNNIS, Esquire, Munnis Law Office, 1515 McDaniel Dr., West Chester, PA 19380, atty.

BERKEY, Carl R., late of East Coventry Township. Jean A. Dempsey, 713 Meadow Wood Avenue, Pottstown, PA 19465, Administratrix. GARY P. LEWIS, Esquire, Lewis McIntosh & Teare, LLC, 372 N. Lewis Road, Royersford, PA 19468, atty.

BINDSCHUSZ, Lewis R., late of East Vincent Township. Susan Ewing, care of ANDREW C. LAIRD, Esquire, 360 West Main Street, Trappe, PA 19426, Administratrix. ANDREW C. LAIRD, Esquire, King Laird, P.C., 360 West Main Street, Trappe, PA 19426, atty.

BLEAZARD, James Scott, late of East Marlborough. Caryn Beth Bleazard, care of STEPHEN M. PORTER, Esquire, 17 W. Miner St., West Chester, PA 19832, Executrix. STEPHEN M. PORTER, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19832, atty.

BROWN, Mildred J. Lee, a/k/a Mildred L.

Brown, a/k/a Millie Brown, late of Tredyffrin Township. William J. McQuiston, P.O. Box 604, 39 Leopard Rd., Berwyn, PA 19312, Executor. ROBERT B. SHOEMAKER, JR., Esquire, 1800 E. Lancaster Ave., Paoli, PA 19301, atty.

BROWN, Regina Whalen, late of West Bradford Township. Helene P. Russell, care of GEORGE J. TREMBERTH III, Esquire, 105 Sibley Avenue Ardmore, PA 19003-2311, Executrix. GEORGE J. TREMBERTH III, Esquire, Law Offices of George J. Trembeth III, P.C., 105 Sibley Avenue Ardmore, PA 19003-2311, atty.

CARSON, Patricia K., late of West Goshen Township. Kimberly C. Logue, 701 Ocean Dr., Avalon, NJ 08202, Executrix. ELIZABETH Z. MILNE, Esquire, Davis Bennett Spiess & Livingood, LLC, 130 W. Lancaster Ave., P.O. Box 191. Wayne, PA 19087, atty.

FOWLES, Evelyn M., a/k/a Evelyn Marie Fowles, late of East Marlborough. James Michael Fowles, care of KRISTEN R. MATTHEWS, Esquire, 17 W. Miner St., West Chester, PA 19832, Executor. KRISTEN R. MATTHEWS, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19832, atty.

GERACE, Emilia, late of Westtown Township. Michele Hayes and Lisa M. Fink, care of JOSEPH E. LASTOWKA, JR., Esquire, 300 W. State St., Ste. 300, P.O. Box 319, Media, PA 19063, Executrices. JOSEPH E. LASTOWKA, JR., Esquire, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, P.C., 300 W. State St., Ste. 300, P.O. Box 319, Media, PA 19063, atty.

GIVENS, Jacqueline A., a/k/a Jacqueline Ann Givens, late of Kennett Square. Ann Catherine Givens Sinclair, 160 E. Street Road, Kennett Square, PA 19348, Executrix. MARK M. DALLE PAZZE, Esquire, Herdeg, du Pont & Dalle Pазze, LLP, 15 Center Meeting Road, Wilmington, DE 19807, atty.

HARPER, Ellen M., late of Malvern Borough. David S. Harper, care of WILLIAM R. HAGNER, Esquire, 211 West Lancaster Avenue, #100, Paoli, PA 19301, Executor. WILLIAM R. HAGNER, Esquire, Law Offices William R. Hagner & Associates, PLLC, 211 West Lancaster Avenue, #100, Paoli, PA 19301, atty.

MARSHALL, James L., late of Pennsbury Township. David K. Marshall and Pamela M. Lebeaux, care of MEGAN E. O'ROURKE, Esquire, 1835 Market St., Ste. 505, Philadelphia, PA 19103-2968, Executors. MEGAN E. O'ROURKE, Esquire, Teeters Harvey Marrone & Kaier LLP, 1835 Market St., Ste. 505, Philadelphia, PA 19103-2968, atty.

PAISLEY JR., Elmer D., a/k/a Elmer Paisley, late of Franklin Township. Elmer Paisley and Elva Paisley, 355 Denny Street, Dover, DE 19901, Administrators.

PARK, Michael A., late of Tredyffrin Township. John J. Park, care of ELLEN J. DERINGER, Esquire, 1701 Market St., Philadelphia, PA 19103, Executor. ELLEN J. DERINGER, Esquire, Morgan Lewis & Bockius LLP, 1701 Market St., Philadelphia, PA 19103, atty.

POWERS, Ollie Mae, a/k/a Mae Powers, late of Kennett Square Borough. Suzanne Baird, 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.

REETHOF, Eliane E., late of Kennett Square. 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.

ROSS, Craig P., late of Westtown Township. Mary Maccario, care of ROBERT A. COHEN, Esquire, 717 Constitution Dr., P.O. Box 1265, Exton, PA 19341, Administratrix. ROBERT A. COHEN, Esquire, Riley Riper Hollin & Colagrecio, 717 Constitution Dr., P.O. Box 1265, Exton, PA 19341, atty.

SPATZ, Nancy, late of East Goshen Township. Karen O. Nielsen & Kevin Cooney, care of ANDREW H. DOHAN, Esquire, 460 E. King Road Malvern, PA 19355-3049, Executors. ANDREW H. DOHAN, Esquire, Lentz, Cantor & Massey, LTD., 460 E. King Road Malvern, PA 19355-3049, atty.

STIVALE, Leon Joseph, a/k/a Leon J. Stivale, late of Kennett Township. Lee A. Stivale, care of EDWARD M. FOLEY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executor. EDWARD M. FOLEY, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

TALLEY, Rebecca H., late of Oxford Borough. Jane T. Rigler, 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.

TROUPE, William E., a/k/a William Elmer Troupe, late of East Brandywine Township. Tara O'Donnell, 115 Bellevue Dr., Coatesville, PA 19320, Executor. WILLIAM T. KEEN, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway Thorndale, PA 19372, atty.

WALKER, Jane H., late of Willistown Township. Jeffrey J. Idler, Olivia C. Winter and Madeline H. Winter, care of ELLEN J. DERINGER, Esquire, 1701 Market St., Philadelphia, PA 19103, Executors. ELLEN J. DERINGER, Esquire, Morgan Lewis & Bockius LLP, 1701 Market St., Philadelphia, PA 19103, atty.

2nd Publication

BELT, Paula Reigart, late of East Marlborough Township. Donald R. Belt & Cynthia Belt Bomhardt, care of KENNETH R. WERNER, Esquire, 203 West Miner Street, West Chester, PA 19382-2924, Co-Executors. KENNETH R. WERNER, Esquire, Werner & Wood, 203 West Miner Street, West Chester, PA 19382-2924, atty.

BERGQUIST, John Norton, a/k/a John N. Bergquist, late of Easttown. Joan S. Bergquist, 217 Devon Boulevard, Devon, PA 19333, Executrix.

COMBS, Glenn A., late of Penn Township. Diane E. Combs, 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.

GAVIN, Maryann Portare, a/k/a Maryann P Gavin, late of Tredyffrin Township. Susanne Gavin Emel, 91 Newlin Rd, Parkesburg, PA 19365, Executor.

HEFELFINGER, Denise L., late of Spring City. Kelly A. Rothenberger, care of DAVID G. GARNER, Esquire, 635 E. High Street, Suite 2, Pottstown, PA 19464, Administratrix. DAVID G. GARNER, Esquire, 635 E. High Street, Suite 2, Pottstown, PA 19464, atty.

HEGARTY, Erma M., late of East Caln Township. Robert Wayne Hegarty, care of MATTHEW L. CONLEY, Esquire, 300 North Pottstown Pike, Suite 220, Exton, PA 19341, Executor. MATTHEW L. CONLEY, Esquire, Conley Law Practice, LLC, 300 North Pottstown Pike, Suite 220, Exton, PA 19341, atty.

HEMPHILL, Clifford P., late of Kennett Square. Mark B. Hemphill, care of MICHAEL R. PERNA, Esquire, 610 Millers Hill, P. O. Box 96, Kennett Square, PA 19348, Administrator. MICHAEL R. PERNA, Esquire, Perna & Abracht, LLC, 610 Millers Hill, P. O. Box 96, Kennett Square, PA 19348, atty.

JACKSON, Mary Louise, late of Tredyffrin Township. Kenneth C. Russell, 3500 Reading Way, Huntingdon Valley, PA 19006, Executor. KENNETH C. RUSSELL, Esquire, Baratta, Russell & Baratta, 3500 Reading Way, Huntingdon Valley, PA 19006,

atty.

KLEMAN, William H., late of East Coventry Township. Mary Ann Moyer, care of JAMIE OTTAVIANO, Esquire, 1129 E. High St., PO Box 776, Pottstown, PA 19464, Administratrix. JAMIE OTTAVIANO, Esquire, Yergey Daylor Allebach Scheffey Picardi, 1129 E. High St., PO Box 776, Pottstown, PA 19464, atty.

LEWIS, Gerard Joseph, late of Tredyffrin Township. Gerard J. Lewis, Jr., care of SUZANNE M. HECHT, Esquire, 795 E. Lancaster Ave., #280, Villanova, PA 19085, Executor. SUZANNE M. HECHT, Esquire, Haney & Hecht, 795 E. Lancaster Ave., #280, Villanova, PA 19085, atty.

LOCK, Beatrice B., late of East Goshen Township. Frank J. Lock, care of CARRIE A. S. KENNEDY, Esquire, 171 W. Lancaster Ave., Paoli, PA 19301-1775, Executor. CARRIE A. S. KENNEDY, Esquire, Connor, Weber & Oberlies, 171 W. Lancaster Ave., Paoli, PA 19301-1775, atty.

MANFREDI, Anna G., a/k/a Anna Gloria Manfredi, late of New Garden Township. Rocco L. Manfredi III, 5A Mel-Ron Court, Carlisle, PA 17015, Executor. ANDREW S. RUSNIAK, Esquire, McNees Wallace & Nurick LLC, 570 Lausch Lane, Suite 200, Lancaster, PA 17601, atty.

NUNAN, Christine L., a/k/a Christine Veon Nunan, late of Landenberg. Charles R. Nunan, Jr., 2 Yeager Lane, Landenberg, PA 19350, Executor. MARK M. DALLE PAZZE, Esquire, Herdeg, du Pont & Dalle Pазze, LLP, 15 Center Meeting Road, Wilmington, DE 19807, atty.

PARKER, Mary B., late of Paoli. Craig Waters, 37 Wistar Road, Paoli, PA 19301, Executor.

PASKEL, Robert, late of West Goshen Township. Bryan Paskel, care of STANLEY E. LUONGO, JR., Esquire, 126 West Miner Street, West Chester, PA 19382, Administrator. STANLEY E. LUONGO, JR, Esquire, Luongo Bellwoar LLP, 126 West Miner Street, West Chester, PA 19382, atty.

PIERCE, JR. Lewis J., late of Uwchlan Township. Diane M. Lewis, care of LISA COMBER HALL, Esquire, 27 S. Darlington Street, West Chester, PA 19382, Executrix. LISA COMBER HALL, Esquire, Hall Law Offices, PC, 27 S. Darlington Street, West Chester, PA 19382, atty.

SCANDONE, Emily T., late of West Chester. Joseph Scandone, 90 Dilworthtown Road, Thornton, PA 19373, Executor. JOSEPH J. PIZONKA, Esquire, Bello, Reilley, McGrory & DiPippo, P.C., 144 East Dekalb Pike, Suite 300, King of Prussia, PA 19406,

atty.

SCANLON, Margaret A., late of East Pikeland Township. Concetta M. Connell, 209 Gravel Hill Road, Palmyra, PA 17078, Executor. TIMOTHY T. ENGLER, Esquire, 36 W. Main Avenue, Myerstown, PA 17067, atty.

SMELTZER, Judith H., a/k/a Judith Smeltzer, late of East Goshen Township. William E. Hahn, care of JOHN A. TERRILL, II, Esquire, 100 Four Falls, Ste. 300, West Conshohocken, PA 19428, Executor. JOHN A. TERRILL, II, Esquire, Heckscher, Teillon, Terrill & Sager, P.C., 100 Four Falls, Ste. 300, West Conshohocken, PA 19428, atty.

STRIAR, Naomi Golda, late of Tredyffrin Township. Lee Derek Striar, care of EVAN J. KELLY, Esquire, 126 West Miner Street, West Chester, PA 19382, Executor. EVAN J. KELLY, Esquire, Bellwoar Kelly LLP, 126 West Miner Street, West Chester, PA 19382, atty.

TODD, Maude A., late of East Caln Township. Michael F. Todd, care of J. MICHAEL RYAN, Esquire, 300 North Pottstown Pike, Suite 150, Exton, PA 19341, Executor. J. MICHAEL RYAN, Esquire, Law Office of J. Michael Ryan, 300 North Pottstown Pike, Suite 150, Exton, PA 19341, atty.

TREMPE, Robert B., a/k/a Bob Trempe, late of Tredyffrin Township. Susan J. Trempe, care of BRIAN R. GILBOY, Esquire, 100 N. 18th St., Ste. 730, Philadelphia, PA 19103, Executrix. BRIAN R. GILBOY, Esquire, Gilboy & Gilboy LLP, 100 N. 18th St., Ste. 730, Philadelphia, PA 19103, atty.

VAN HEES, Nele, late of West Goshen Township. Hans Albert Elisabeth Van Hees, care of KENNETH R. WERNER, Esquire, 203 West Miner Street, West Chester, PA 19382-2924, Administrator. KENNETH R. WERNER, Esquire, Werner & Wood, 203 West Miner Street, West Chester, PA 19382-2924, atty.

WELLIVER, Marie E., a/k/a Marie Ellen Welliver, late of East Goshen Township. Robert D. Welliver, care of STEPHEN CARROLL, Esquire, PO Box 1440, Media, PA 19063, Executor. STEPHEN CARROLL, Esquire, Carroll & Karagelin LLP, PO Box 1440, Media, PA 19063, atty.

WHITTINGTON, Virginia Caroline, a/k/a Ginger Whittington, late of Paoli. Sheryl Kolasinski, 1447 Oxford Street, Houston, TX 77008, & Sharon Kolasinski, 545 Hansell Road, Wynnewood, PA 19096, Executrices.

WILLIAMSON, Marjorie C., late of Penn Township. Diane M. Gouge, care of JAMES R. CLARK, Esquire, 277 Millwood Road Lancaster, PA 17603,

Executrix. JAMES R. CLARK, Esquire, Law Office of James Clark, 277 Millwood Road Lancaster, PA 17603, atty.

3rd Publication

COCKERHAM, Thomas E., late of East Whiteland Township. Linda C. Roselli, care of JAMES B. GRIFFIN, Esquire, 623 N. Pottstown Pike, Exton, PA 19341, Executor. JAMES B. GRIFFIN, Esquire, JAMES B. GRIFFIN, P.C., 623 N. Pottstown Pike, Exton, PA 19341, atty.

COTTOM, Michael. a/k/a Michael Marvin Cottom, late of Coatesville. Tanya Campbell, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Executor. JAY G. FISCHER, Esquire, Valocchi & Fischer Law Office, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

CUNNINGHAM, Anthony Gerard, late of East Goshen Township. Julie A. Cunningham, 43 Orchard Court, Royersford, PA 19468, Executrix. THERESE L. MONEY, Esquire, Law Office Therese L. Money, LLC, 109 E. Evans St., Suite A, West Chester, PA 19380, atty.

DALTON, JR., James F., a/k/a James Farrier Dalton, Jr., late of Kennett Square. Daniel A. Dalton, 420 W. 25th Street, Apt. 4K, New York, New York 10001, Executor. MARK M. DALLE PAZZE, Esquire, Herdeg, du Pont & Dalle Pазze, LLP, 15 Center Meeting Road, Wilmington, DE 19807, atty.

DALY, George S., late of Blue Bell. Diane P. Daly, care of LOUIS PETRIELLO, Esquire, 526 Township Line Rd., Suite 200, Blue Bell, PA 19422, Executrix. LOUIS PETRIELLO, Esquire, Petriello & Royal, LLC, 526 Township Line Rd., Suite 200, Blue Bell, PA 19422, atty.

DRENNEN, Lawrie R., late of Oxford Borough. Lawrie R. Drennen, Jr. and Chris Drennen, care of WINIFRED MORAN SEBASTIAN, Esquire, PO Box 381, 208 East Locust Street, Oxford, PA 19363, Executors. WINIFRED MORAN SEBASTIAN, Esquire, McMichael, Heiney & Sebastian, LLC, PO Box 381, 208 East Locust Street, Oxford, PA 19363, atty.

EBERSOLE, Barbara Ann, a/k/a Barbara Ann Wolf, late of Willistown Township. Kirsten Ebersole and Janine Ebersole, care of THOMAS G. WOLPERT, Esquire, 527 Main St., Royersford, PA 19468, Administratrices. THOMAS G. WOLPERT, Esquire, Wolpert Schreiber McDonnell P.C., 527 Main St., Royersford, PA 19468, atty.

HENRY, Donald D., late of West Caln Township.

Crystal Steen, care of RICHARD H. MORTON, Esquire, 220 W Gay St, West Chester, PA 19380, Executrix. RICHARD H. MORTON, Esquire, Ryan, Morton & Imms, LLC, 220 W Gay St, West Chester, PA 19380, atty.

MILLER, Patricia, a/k/a Patricia Taussig, late of Tredyffrin Township. Harvey M. Miller, care of JACQUELINE MOTYL, Esquire, P.O. Box 673, Exton, PA 19341, Executor. JACQUELINE MOTYL, Esquire, Fox Rothschild LLP, P.O. Box 673, Exton, PA 19341, atty.

MOFFETT, Donald J., late of Oxford. Carole A Breen, 442 Highland Ct, Oxford, PA 19363, Executrix.

PFANDERS, Frank J., a/k/a Frank Joseph Pfanders, Jr., late of Spring City. Paul D. Pfanders, 123 Lattice Lane, Colledgeville, PA 19426 & Margaret A. Ray, 1583 Briarwood Lane, Pottstown, PA 19464, Co-Executors. R. KURTZ HOLLOWAY, Esquire, Wells, Hoffman, Holloway & Medvesky, LLP, 635 E. High Street, P.O. Box 657, Pottstown, PA 19464, atty.

PUGH, Daniel Alan, late of Oxford. Cynthia D. Pugh, care of WINIFRED MORAN SEBASTIAN, Esquire, PO Box 381, Oxford, PA 19363, Administrator. WINIFRED MORAN SEBASTIAN, Esquire, McMichael, Heiney & Sebastian, LLC, PO Box 381, Oxford, PA 19363, atty.

RONCASE, Elaine C., late of Phoenixville Borough. Robert A. Roncase, Jr., care of JAMES B. GRIFFIN, Esquire, 623 N. Pottstown Pike, Exton, PA 19341, Executor. JAMES B. GRIFFIN, Esquire, James B. Griffin, P.C., 623 N. Pottstown Pike, Exton, PA 19341, atty.

SANTOLERI, Elizabeth Z., late of Tredyffrin Township. Marybetli Avioli and Joseph J. Santoleri, Jr., care of THOMAS E. WYLER, Esquire, 22 East Third Street, Media, Pennsylvania 19063, Co-Executors. THOMAS E. WYLER, Esquire, Falzone & Wyler, 22 East Third Street, Media, Pennsylvania 19063, atty.

STYER, Elizabeth L., late of Pennsbury Township. Stephen S. Grubbs, care of LOUIS N. TETI, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. LOUIS N. TETI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

TOMON, William J., late of East Pikeland Township. Theresa A. Tomon, care of TARA M. WALSH, Esquire, 30 Valley Stream Parkway, Malvern, PA 19355-1481, Executrix. TARA M. WALSH, Esquire, Stradley, Ronon, Stevens & Young, LLP, 30 Valley Stream Parkway, Malvern, PA 19355-1481, atty.

VAN SICKLE, Patricia Ann, a/k/a Patricia Brehl, late of West Chester. Sharon White, 1658 Ward Street, Linwood, PA 19061, Executrix.

FICTITIOUS NAME

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

Shannon Somma Photography, with its principal place of business at 116 Twin Creek Lane, Kennett Square, PA 19348. The application has been (or will be) filed on: Sunday, September 13, 2020. The name(s) and address(es) of the individual(s) or entity(ies) owning or interested in said business: Shannon T Somma, 116 Twin Creek Lane, Kennett Square, PA 19348.

1st Publication of 3

ADVERTISEMENT OF EXISTENCE OF TRUST NOTICE

Trust Estate of **OLLIE MAE POWERS a/k/a MAE POWERS**, deceased, late of Kennett Square Borough, Chester County, Pennsylvania. All persons having claims or demands against the Trust Estate of **OLLIE MAE POWERS a/k/a MAE POWERS** are requested to make known the same and all persons indebted to the said decedent are requested to make payment without delay to:

Caroline J. Hillmann and Suzanne Baird,
Co-Trustees
c/o Larmore Scarlett LLP
P. O. Box 384
Kennett Square, PA 19348

L. Peter Temple, Esquire
Larmore Scarlett LLP
P. O. Box 384
Kennett Square, PA 19348

2nd Publication of 3

IRREVOCABLE DECLARATION OF TRUST OF COLE STANLEY

COLE WILLIAM STANLEY a/k/a COLE STANLEY, Deceased

Late of West Caln 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 PNC BANK, N.A. and MICHELLE STANLEY, TRUSTEES, care of Kim D. Fetrow, Esq., 100 Four Falls, Ste. 300, West Conshohocken, PA 19428,

Or to their Attorney:

KIM D. FETROW
HECKSCHER, TEILLON, TERRILL & SAGER,
P.C.
100 Four Falls, Ste. 300
West Conshohocken, PA 19428

NONPROFIT CORPORATION NOTICE

Old Forge Crossing Condominium Association, Inc.

has been incorporated under the provisions of the PA Nonprofit Corporation Law of 1988. Steven L. Sugarman & Assocs. 1273 Lancaster Avenue Berwyn, PA 19312

NONPROFIT CORPORATION NOTICE

Notice is hereby given that Articles of Incorporation were filed with the Commonwealth of Pennsylvania, Department of State on August 1, 2020 for the purpose of forming a nonprofit corporation under the name **Black Light Projects** pursuant to the provisions of the Pennsylvania Non-Profit Corporation Law of 1988, as amended.

The corporation has been organized for the following purposes:

To instill pride in Phoenixville’s African American community while educating and inspiring the whole community by documenting and highlighting the rich heritage of Phoenixville African American history makers: people, places and things.

NOTICE OF ADMINISTRATIVE SUSPENSION

Notice is hereby given that the following **Chester County** attorneys have been **Administratively Suspended** by Order of the Supreme Court of Pennsylvania dated August 12, 2020, pursuant to Rule 219, Pa.R.D.E, which requires that all attorneys admitted to practice in any court of this Commonwealth must pay an annual assessment of \$225.00. The Order became effective **September 11, 2020**.

Egan, Gerard P.
Farrell, Jacques Daniel
Kennedy, K. Scott
McClellan, James Stephen Jr.
Wilson, James Michael

Suzanne E. Price
Attorney Registrar
The Disciplinary Board of the
Supreme Court of Pennsylvania

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, October 15th, 2020 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, November 16th, 2020.** 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

2nd Publication

SALE NO. 20-10-339

Writ of Execution No. 2020-03820

DEBT \$760,954.93

ALL THAT CERTAIN lot or piece of ground situate in the Township of West Whiteland, County of Chester and Commonwealth of Pennsylvania, bounded and described according to a Subdivision Plan of Exton Commons, Section

1, made by Henry S. Conrey, Inc., Division of Chester Valley Engineers, Paoli, Pennsylvania dated 12/10/1982 and last revised 03/11/1983 and recorded as Plan No. 4349 as follows, to wit:

BEGINNING at a point of intersection of the Southeasterly side of Swedesford (55 feet wide) and the Northeasterly side of Mall Entrance Road; thence extending along the said side of Swedesford Road measured North 79 degrees 26 minutes 49 seconds East 159.83 feet to a point; thence leaving the said Swedesford Road and extending along line of Common Area of Exton Commons, measured the following (2) courses and distances, to wit: (1) South 01 degree 57 minutes 40 seconds East 161.45 feet to a point in the bed of a 20 feet wide Sanitary Sewer and Water Main Easement (2) thence South 88 degrees 02 minutes 20 seconds West, 119.38 feet to a point on the Northeasterly side of Mall Entrance Road; thence extending along the said side of the Mall Entrance Road the following (3) courses and distances to wit: (1) North 24 degrees 17 minutes 11 seconds West, 106.54 feet to a point of curve (2) thence on the arc of a circle curving to the right having a radius of 35.00 feet, the arc distance of 35.49 feet to a point of tangent (3) thence North 24 degrees 17 minutes 11 seconds West, 5.70 feet to a point of intersection of the Northeasterly side of Mall Entrance Road and Southeasterly side of Swedesford Road, the first mentioned point and place of beginning.

CONTAINING 21,903 square feet of land, more or less.

BEING known as Unit No. 74 on said plan.

UPI NO. #41-5C-222

IMPROVEMENTS thereon: Consists of a one story free standing commercial building with open space and a parking area

PLAINTIFF: ESSA Band & Trust

SALE NO. 20-10-341

VS

Writ of Execution No. 2019-07996

DEFENDANT: **DAT Enterprises, LLC, Schwarz Enterprises, LLC, Schwarz Enterprises II, LLC**

DEBT \$141,228.37

SALE ADDRESS: 100 Exton Commons, Exton, PA 19341

PLANTIFF ATTORNEY: **JACK M. SEITZ, ESQUIRE 610-530-2700**

ALL THAT CERTAIN Westerly 1/2 of a dwelling house and appurtenant lot of land, Situate in the Borough of Spring City, County of Chester, Commonwealth of Pennsylvania, known and designated as No. 306 Broad Street, bounded and described according to a Survey made by Earl R. Ewing, Registered Surveyor, No. 6015 under date of I 0/18/1948 as follows, to wit:

SALE NO. 20-10-340

Writ of Execution No. 2018-10310

DEBT \$312,160.16

SOLD AS THE PROPERTY OF: BRENDA A. HOAGLAND AKA BRENDA HOAGLAND and R. MARK HOAGLAND AKA R. HOAGLAND.

TAX ID / UPI PARCEL NO. #22-08-0158/ 22-8-158

IMPROVEMENTS theron: A residential dwelling

BEGINNING at a center point in the center line of Broad Street, being 68.59 Southwesterly from the intersection of the center lines of Penn Street and Broad Street, and in line with the partition wall between Nos. 304 and 306 Broad Street; thence through the partition wall along other lands of the grantors South 13 degrees 05 minutes East 227.22 feet to an iron pin in the proposed extension of Hall Street; thence along said street South 78 degrees 17 minutes West 18.72 feet to an iron pipe a corner of Lot No. 33; thence along the same North 13 degrees 00 minutes West 226.80 feet to the center line of Broad Street; thence along the same North 77 degrees 00 minutes East 18.41 feet to the place of beginning.

PLAINTIFF: The Bank of New York Mellon, F/K/A The Bank of New York As Trustee For Registered Holders of CWABS, Inc., Asset-Backed Certificates, Series 2007-12, C/O Carrington Mortgage Services, LLC

BEING UPI No. #14-4-314

VS

DEFENDANT: **Brenda A. Hoagland AKA Brenda Hoagland R. Mark Hoagland AKA R. Hoagland Mortgagor(s) and Record Owner(s)**

BEING the same premises that the Federal Home Loan Mortgage Corporation by Deed dated October 24, 2013 and recorded in the Office of the Recorder of Deeds in and for the County of Chester in Record Book 8845, at page 527, granted and conveyed unto Megan D'Alonzo, a single woman in fee.

SALE ADDRESS: 390 Grieson Road A/K/A 374 Cupola Road, Honey Brook, PA 19344

PLANTIFF ATTORNEY: **KML LAW GROUP, P.C. 215-627-1322**

PLAINTIFF: Lucille Carroll Austin

VS

DEFENDANT: **Megan Renee D'Alonzo**

SALE ADDRESS: 306 Broad Street, Spring City, PA 19475

PLANTIFF ATTORNEY: **VALOCCHI & FISCHER 610-269-0900 EXT 2**

SALE NO. 20-10-343

Writ of Execution No. 2019-02863

DEBT \$192,629.29

BEING THE SAME PREMISES which Constance Axe, Administrator of the Estate of Richard M. Thomas a/k/a Richard Morgan Thomas, Deceased, by Deed dated October 26, 2007 and recorded November 8, 2007 in Record Book 7302, Page 1071, in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, granted and conveyed unto Samuel E. Fisher, I.

Tax ID #12-2-48, Honeybrook Borough

PLAINTIFF: The Ephrata National Bank

VS

DEFENDANT: **Samuel E. Fisher, I**

SALE ADDRESS: 630-640 Vine Street, Honey Brook, PA 19344

PLANTIFF ATTORNEY: **JOSEPH P. SCHALK, ESQUIRE 717-299-5201**

SALE NO. 20-10-344

Writ of Execution No. 2019-06079

DEBT \$216,728.83

ALL THAT CERTAIN lot or piece of ground situate in the township of London Grove, County of Chester and State of Pennsylvania being bounded and described in accordance with a Plan of Section II Wickerton Farms, made by Manley N. White, Surveyor on 3/10/1967, corrected 4/3/1967 and re-

corded 7/5/1967 in Plan Book 26 page 28 as follows, to wit:

BEGINNING at a point the intersection of the title line in the bed of State Road with the Northwesterly side line of Buttonwood Drive (50 feet wide) if extended; thence extending from said point of beginning along said Buttonwood Olive (50 feet wide) South 05 degrees East 200 feet to a point, a corner of other lands of grantors; thence extending along same South 78 degrees 53 minutes 40 seconds West 121.14 feet to a point, a corner of Lot #29 on Plan; thence extending along said Lot #29 North 05 degrees East crossing the Southerly side of State Road, 200 feet to a point on the title line in the bed of said State Road; thence extending along the said title line in the bed of said State Road, North 78 degrees 53 minutes 40 seconds East 121.14 feet to the first mentioned point and place beginning.

CONTAINING 24,090 square feet of land more or less.

BEING Lot #30 on said Plan.

FOR INFORMATIONAL PURPOSES ONLY: Being known as 399 State Road, West Grove, PA 19390

UPI# 59-8-133.31; PIN 5980133100

BEING THE SAME PREMISES which Alfred W. Roy and Doris M. Roy, his wife, by Deed dated July 9, 1968 and recorded July 9, 1968 in Book G38 Page 302, in the Office of the Recorder of Deeds in and for the County of Chester, granted and conveyed unto Robert Thomas Baylis, and Mary G. Baylis, his wife, in fee. And the said Robert Thomas Baylis departed this life on May 14, 2006 thereby vesting title in Mary G. Baylis by operation of law.

AND THE SAID Mary G. Baylis departed this life on or about December 30, 2018 thereby vesting title unto Dawn G. Scanlon, Executrix of the Estate of

Mary G. Baylis a/k/a Mary Baylis.

PLAINTIFF: Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust

VS

DEFENDANT: **Dawn G. Scanlon, Executrix of the Estate of Mary G. Baylis a/k/a Mary Baylis, deceased**

SALE ADDRESS: 399 State Road, West Grove, PA 19390

PLANTIFF ATTORNEY: **SHAPIRO & DeNARDO, LLC 610-278-6800**