



# Chester County Law Reporter

(USPS 102-900)

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No. 42

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# 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*

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**CONCLUSIONS OF LAW**Plaintiffs' Count I

1. Defendants satisfied the cancellation/rescission requirements of the Home Improvement Consumer Protection Act (HICPA), which prevail over the cancellation/rescission provisions of the UTPCPL.
2. Plaintiffs failed to prove an ascertainable loss of money or property, which is a mandatory predicate to maintaining a private right of action under the UTPCPL.
3. Plaintiffs have not met their burden of proving that they are entitled to be recover the \$164,079.99 paid to Defendants for the Home Improvements.

Plaintiffs' Count II

4. Plaintiffs have not met their burden of proving that the parties agreed to an August 15, 2019, completion date for the Home Improvements.
5. Plaintiffs have not met their burden of proving that Defendants misrepresented the square footage of the “finished” area of the Home Improvements.
6. Plaintiffs have not met their burden of proving that the Home Improvements set forth in the Contract were not completed.
7. Plaintiffs have not met their burden of proving that Defendants work was inferior or failed to constitute reasonable workmanship.
8. Plaintiffs have not met their burden of proving that Defendants breached the terms of the Contract.
9. Plaintiffs are not, as a matter of law, entitled to liquidated damages.
10. Plaintiffs failed to meet their burden of proving that Defendants breached any warranty of their work.

Plaintiffs' Count III

11. Plaintiffs failed to prove an ascertainable loss of money or property, which is a mandatory predicate to maintaining a private right of action under the UTPCPL.
12. Plaintiffs did not justifiably rely on Defendants representations.
13. Plaintiffs have no right to recover under the UTPCPL.

Defendants' Counterclaim Count I

14. Defendants failed to satisfy all of the technical requirements for a home improvement contract as set forth in the HICPA.
15. Because Defendants did not satisfy all of the technical requirements for a contract pursuant to HICPA, Defendants may not maintain a breach of contract action against Plaintiffs.
16. Defendants have no right of recovery for breach of contract.

Defendants' Counterclaim Count II

17. Plaintiffs made a judicial admission that the value of the Home Improvement project is \$178,850.00.

18. Defendants agreed to subtract the cost of the desk and vehicle repairs from the final project cost and failed to credibly dispute Plaintiffs' subtracting the costs they assumed for the barn door, hardware, diamond bar pyramids, outlet covers, or replacement windows, which totaled \$5,775.01.

19. Defendants are entitled to recover the judicially admitted value of the project, \$178,850.00, minus both the \$164,079.99 paid by Plaintiffs and the \$5,775.01 deduction to which Defendants either agreed or failed to credibly dispute.

DISCUSSIONPlaintiffs' Count I

Plaintiffs' basement project is a home improvement as defined in the Home Improvement Consumer Protection Act (HICPA). Act of October 17, 2008, P.L. 1645, No. 132, § 7, *as amended*, 73 P.S. § 517.2.

The HICPA requires that a notice of the right of rescission be included in a Home Improvement Contract. Act of October 17, 2008, P.L. 1645, No. 132, § 7, *as amended*, 73 P.S. § 517.7(a)(13). The right of rescission under HICPA provides, in relevant part, that "[a]n individual signing a home improvement contract ... shall be permitted to rescind the contract without penalty regardless of where the contract was signed, within three business days of the date of signing." Act of October 17, 2008, P.L. 1645, No. 132, § 7, *as amended*, 73 P.S. § 517.7(b). Defendants complied with the HICPA regarding the notice of cancellation/rescission. (Exh. P-5).

The HICPA does not require that the notice be printed in bold face nor that the print be a size of ten points or higher. Act of October 17, 2008, P.L. 1645, No. 132, § 7, *as amended*, 73 P.S. § 517.7. The HICPA does not require that the contractor provide a fully completed notice of cancellation form in duplicate, inform the consumer of the right to cancel other than as set forth in the Act, nor does the right to cancel or rescind extend more than three business days after the date of signing the contract. *Id.* The HICPA does not require that a contractor refund all payments made under the contract for sale. *Id.*

The HICPA recognizes that a home improvement contractor, such as Defendants, is entitled to payment for work performed and recover unpaid charges for such work. *Id.* Our appellate courts have also recognized a contractor's right to seek to recover on a *quantum meruit* claim even where HICPA may otherwise not permit recovery on a contract. *See Shafer Electric & Construction v. Mantia*, 96 A.3d 989, 996 (Pa. 2014) ("[A] party shall not be barred from bringing an action based on quantum meruit when sounding in breach of express contract is not available.")

The UTCPL, under which Plaintiffs seek to proceed, provides for cancellation or

rescission of a contract in stating that,

within three full business days following the day on which the contract or sale was made and by returning or holding available for return to the seller, in its original condition, any merchandise received under the contract or sale. Such notice of rescission shall be effective upon depositing the same in the United States mail or upon other service which gives the seller notice of rescission.

Act of December 17, 1968, P.L. 1224, No. 387, § 7, *as amended*, 73 P.S. § 201-7(a). The UTPCPL also requires that a seller provide notice of the right to cancel or rescind the contract next to the buyers name or on the front page of the receipt “typed in bold face type of a minimum size of ten points,” that two copies of the Notice of Cancellation be provided to the buyer, and that the time limits for cancellation/rescission do not begin to run until the buyer has been provided with the copies of the Notice of Cancellation. Act of December 17, 1968, P.L. 1224, No. 387, § 7, *as amended*, 73 P.S. § 201-7(b) – (e).

The provisions for notice of cancellation and contractor’s ability to recover for work performed, as set forth in the HICPA, and the notice of cancellation/rescission and refund provisions of the UTPCPL are irreconcilable. The notice of cancellation/rescission and contractor’s ability to recover for work performed, as set forth in the HICPA, must prevail in this matter because the provisions cannot be reconciled with the more restrictive provisions set forth in the UTPCPL. The HICPA provisions would be rendered meaningless if the UTPCPL provisions were given primacy, which is not permissible under the law. 1 Pa.C.S. § 1922; *McGrory v. Com., Dep’t of Transp.*, 915 A.2d 1155, 1160 (Pa. 2007) (Citing § 1922 and stating, in pertinent part, that “we will not interpret a statute in such a way as to render it meaningless.”). The violation requirements of § 517.10 of the HICPA, do not mandate that the notice of cancellation/rescission and refund provisions of the UTPCPL must prevail in this case because that too, would render the cancellation/rescission and contractor’s ability to recover for work performed, as set forth in the HICPA, meaningless. *Id.*

The notice of cancellation/rescission and contractor’s ability to recover for work performed, as particularly set forth in the HICPA to apply to home improvement contracts, must prevail over the general provisions of the UTPCPL. 1 Pa.C.S. § 1933; *Est. of Vernum ex rel. Pratt v. Est. of Vernum ex rel. Wenmoth*, 961 A.2d 181, 186 (Pa. Super. 2008) (citing § 1933 in finding that particular controls general in resolving conflict between the Simultaneous Death Act and the Slayer's Act). The cancellation/rescission and contractor’s ability to recover for work performed, as set forth in the HICPA must also prevail because it has the latest date of final enactment.

The HICPA was first enacted on October 17, 2008 and last amended on October 22, 2014. See Act of October 17, 2008, P.L. 1645, No. 132, § 7; Act of October 22, 2014, P.L. 2567, No. 160, § 3 (most recent amendment). The UTPCPL was first enacted on December 17, 1968 and last amended on November 30, 2004, four years before the enactment of the HICPA. See Act of December 17, 1968, P.L. 1224, No.

387, § 7; Act of November 30, 2004, P.L. 1553, No. 196 (most recent amendment). The HICPA has the latest of the dates of final enactment when compared to the UTPCPL. The provisions for notice of cancellation and contractor's ability to recover for work performed, as set forth in the HICPA, which has the latest date of final enactment, must prevail over the notice of cancellation/rescission and refund provisions of the UTPCPL. 1 Pa.C.S. § 1936; *First Citizens Nat. Bank v. Sherwood*, 879 A.2d 178, 181 (Pa. 2005) (citing § 1936 in finding that in contest between two statutes, the one enacted later in time would prevail).

A private right of action for a violation of the HICPA may be maintained as set forth in § 201-9.2(a) of the UTPCPL, as incorporated by § 517.10 of the HICPA. See Act of October 17, 2008, P.L. 1645, No. 132, § 10, 73 P.S. § 517.10 (Unfair Trade Practices and Consumer Protection Law); Act of December 17, 1968, P.L. 1224, No. 387, § 9.2, *as amended*, 73 P.S. § 201-9.2(a) (Private actions). In order to maintain a private right of action pursuant to § 201-9.2(a), Plaintiffs are required to have suffered "any ascertainable loss of money or property, real or personal," as a result of Defendants' underlying violation. Act of December 17, 1968, P.L. 1224, No. 387, § 9.2, *as amended*, 73 P.S. § 201-9.2(a); *Weinberg v. Sun Co., Inc.*, 777 A.2d 442, 446 (Pa.2001) ("The statute clearly requires, in a private action, that a plaintiff suffer an ascertainable loss *as a result of* defendant's prohibited action.").

Based on the record in this matter, Plaintiffs have not suffered the ascertainable loss required for maintenance of a private right of action under the UTPCPL.

Plaintiffs cannot recover under Count I of the Complaint based on their purported cancellation of the Contract for two reasons. First, the UTPCPL provisions regarding notice of cancellation/rescission and refund of all payments made are not applicable to the home improvement Contract at issue in this case. Second, they failed to satisfy the ascertainable loss threshold mandated by the UTPCPL.

### Plaintiffs' Count II

Plaintiff seeks damages based on an alleged overcharge, liquidated damages based on delay, shoddy workmanship, and breach of warranty. Plaintiffs assert that Defendants overcharged them on the Contract because the entire 3,300 square feet of their basement was not "finished." There is no credible evidence that Defendants represented or that Plaintiffs credibly believed that 3,300 square feet of their basement would be "finished." Plaintiffs self-serving reading of the words "Basement Finishing Project – 3300 Sq/Ft +/-" to the contrary is not supported by the record. This is especially so where, as here, Plaintiffs received, considered, and approved plans that clearly showed portions of the basement as not being "finished."

Plaintiffs claim that the Contract, which had no completion date, was modified during meetings between Plaintiffs and Defendants to set August 15, 2019, as the date all work was to be completed, is also infirm. There is no evidence of a writing making this alleged modification or agreement despite ample opportunity. There were numerous email exchanges demanding an August 15, 2019, completion date sent by Plaintiffs, but no responses by Defendants agreeing to this date. On at least two

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occasions, Defendants specifically repudiated the demand.

This leaves only the possibility of an oral contract to change the terms of the written Contract and

[a]n oral contract changing the terms of a written contract must be of such specificity and directness as to leave no doubt of the intention of the parties to change what they had previously solemnized by a formal document. The oral evidence must be of such a persuasive character that it moves like an ink eradicator across the written paper, leaving it blank so that the parties in effect start afresh in their negotiations and mutual commitments. The testimony of Gloeckner fell far short of such persuasiveness. On the contrary, it was vague, elusive, ambiguous and entirely devoid of eradicating or even modifying characteristics.

*Gloeckner v. Sch. Dist. of Baldwin Twp.*, 175 A.2d 73, 75 (Pa. 1961). The fact that the Plaintiffs and Defendants may have discussed a possible completion date of August 15, 2019, does not amount to clear, direct, precise, and believable evidence that the original Contract was modified or that a separate contract for a completion date was formed. *See Iron Worker's Sav. & Loan Ass'n v. IWS, Inc.*, 622 A.2d 367, 375 (Pa.Super. 1993) (finding no oral agreement on loan modification had been reached).

Plaintiffs rely on the “20% of total contract value” language in the Contract as a basis for claiming the right to a penalty in the form of liquidated damages, as punishment for Defendants alleged delay in completing the project. “Where a stipulated damages clause is intended as a form of punishment with the purpose, in terrorem, to secure compliance, the principles of compensation are subordinated and *the provision must fail as an unenforceable penalty.*” *Hanrahan v. Audubon Builders, Inc.*, 614 A.2d 748, 750 (Pa.Super. 1992) (vacating lower court’s award of liquidated damages for delay in completing a project) (citations omitted); *Holt’s Cigar Co. v. 222 Liberty Associates*, 591 A.2d 743, 748 (Pa.Super. 1991) (vacating award of liquidated damages for delay as penal in nature and unenforceable).

Plaintiff’s also failed to prove any damages as a result of delay, much less develop a record establishing that the “20% of total contract value” was an accurate pre-estimate or forecast of actual damages. The failure to establish that a liquidated damages clause is based on an accurate pre-estimate or forecast of actual damages is fatal the enforceability of such clause. *Hanarahana*, 614 A.2d at 751-52; *accord D.A. Nolt, Inc. v. Philadelphia Municipal Authority*, 463 F.Supp.3d 539 (E.D.Pa. 2020) (dismissing claim for liquidated damages where there was no reasonable forecast of probable costs). Even if Plaintiffs were entitled to liquidated damages, there is no credible evidence that the parties agreed to a modification of the Contract to include an August 15, 2019, completion date for the Home Improvements. In fact, Defendants specifically repudiated that demand on at least two occasions.

Plaintiffs are not entitled to recover liquidated damages in any amount and wrongfully withheld \$8,942.50, which Defendants were entitled to be paid.

Finally, Plaintiffs claim damages for Defendants' alleged failure to complete the project, completing portions of the project in an unworkmanlike manner, and failing to honor a warranty. Plaintiffs testimony was so lacking in credibility that there is simply no evidence of sufficient weight to support any of these claims. Plaintiffs provided no credible evidence that they expended any money to complete unfinished work, for which they had not already been compensated through self-help. Because the court found neither Plaintiffs nor their expert credible, they also failed to meet their burden of proving that they expended funds to repair Defendants unworkmanlike efforts, or that Defendants refused to do warranty work. Plaintiffs are not entitled to recover on these claims.

### Plaintiffs' Count III

Plaintiffs claim a right to recover on claims of common law fraud and deceptive conduct under the UTPCPL. In order to prove common law fraud, Plaintiffs are required to "show clear and convincing evidence of 1) a representation; 2) which is material to the transaction at hand; 3) made falsely with knowledge of the falsity or recklessness as to whether it is true or false; 4) with the intent of misleading another into relying on it; 5) justifiable reliance on the misrepresentation; and, 6) resulting injury from the reliance." *Davis v. Panarella*, 2022 WL 4298659 (Pa.Super. 2022) (unpublished) (finding that elements of common law fraud had been proved); *Boehm v. Riversource Life Ins. Co.*, 117 A.3d 308, 322 (Pa.Super. 2015) ("To establish a claim for common law fraud, the elements must be proven by clear and convincing evidence."). "Clear and convincing evidence means testimony that is so clear, direct, weighty, and convincing as to enable the trier of fact to come to a clear conviction, without hesitancy, of the truth of the precise facts in issue." *Matter of Chiovero*, 570 A.2d 57, 60 (Pa. 1990) (defining the clear and convincing standard in the context of a judicial discipline matter).

The court did not find Plaintiffs' testimony regarding Defendants' alleged fraud to be credible or weighty. In this regard, they failed to meet their evidentiary burden by every measure. To the extent Plaintiffs claims rest on allegations of negligent misrepresentation, those claims must also fail. "Negligent misrepresentation includes the elements of justifiable reliance, causation and loss." *Spellman v. Benjamin Moore & Co.*, 2017 WL 2675943, at \*7 (Pa.Super. 2017) (unreported) (finding that party had failed to meet their burden of proving negligent misrepresentation). There is insufficient credible evidence that Plaintiffs justifiably relied on any representation of Defendants, nor causation and loss as a result of the alleged misrepresentations.

In order to maintain a private right of action pursuant to § 201-9.2(a) of the UTPCPL, Plaintiffs are required to have suffered "any ascertainable loss of money or property, real or personal," as a result of Defendants' underlying violation. Act of December 17, 1968, P.L. 1224, No. 387, § 9.2, *as amended*, 73 P.S. § 201-9.2(a); *Weinberg v. Sun Co., Inc.*, 777 A.2d 442, 446 (Pa. 2001) ("The statute clearly requires, in a private action, that a plaintiff suffer an ascertainable loss *as a result of* defendant's prohibited action."). Plaintiffs have not provided credible evidence of an ascertainable



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loss in this matter. This is especially so where, as here, Plaintiffs acknowledge the value of the Contract as being \$178,850.00, but only paid Defendants \$164,079.99 claiming unilateral penalties, offsets, or reductions. As noted previously, \$8,942.50 was wrongfully withheld by Plaintiffs as a penalty and that sum must be paid to Defendants. These facts make clear that Plaintiffs have not suffered an ascertainable loss, which is required in order to maintain a private right of action under the UTCPL.

#### Defendants' Counterclaim Count I

Defendants sought to recover damages for breach of contract. However, the Contract did not satisfy all of the elements necessary for a valid contract under the HICPA. See Act of October 17, 2008, P.L. 1645, No. 132, § 7, *as amended*, 73 P.S. § 517.7(a) (setting forth elements of valid home improvement contract). By way of example, the Contract did not include the requisite completion date. *Id.* A contractor, such as Defendants, may only recover on a contract theory if they have complied with § 517.7(a). Act of October 17, 2008, P.L. 1645, No. 132, § 7, *as amended*, 73 P.S. § 517.7(g) (addressing contractors right of recovery). *Cf., Shafer Electric & Construction v. Mantia*, 96 A.3d 989 (Pa. 2014) (allowing contractor to recover in quantum meruit where there was no enforceable contract as defined by HICPA).

Because there was no enforceable contract as defined by HICPA, Defendants have no ability to recover on a breach of contract claim in this matter.

#### Defendants' Counterclaim Count II

Defendants filed a counterclaim to recover in quantum meruit for the value of work performed on the Home Improvements. Quantum meruit is defined as “an equitable remedy to provide restitution for unjust enrichment in the amount of *the reasonable value of services.*” *Am. & Foreign Ins. Co. v. Jerry's Sport Ctr., Inc.*, 2 A.3d 526, 532 n.8 (Pa.2010) (emphasis added) (defining term in the context of case addressing reimbursement of attorney fees). In the present matter, Plaintiffs made a judicial admission in their verified complaint that “the Contract value was \$178,850.00.” (Complaint ¶46); see *Del Ciotto v. Pennsylvania Hosp. of the Univ. of Penn Health Sys.*, 177 A.3d 335 (Pa.Super. 2017) (finding verified statement by a party that he had signed a form containing an arbitration clause to be a judicial admission). The judicial admission is corroborated by evidence submitted by Plaintiffs stating, in relevant part, that “the total cost of the project, which was \$178,850.00.” (Exh. P-9, p.95). Plaintiffs' judicial admission regarding the value of the project is deemed true and Plaintiffs may not contradict it. *Id.* at 354–55.

Plaintiffs' judicial admission is conclusive in this case and it would be an abuse of this court's discretion to ignore the admission. *Rizzo v. Haines*, 555 A.2d 58, 69 (Pa. 1989) (discussing judicial admissions in concluding that certain answers by a party did not constitute such admissions). The value of the work performed in this matter, which is admitted, is \$178,850.00. Defendants are entitled to recover the admitted value of the project, \$178,850.00, minus both the \$164,079.99 paid Plaintiffs and the \$5,775.01

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**Hartshorn et al. v. Big Bad Wolf Construction, Co., LLC et al.** 256 (2023)]

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deduction to which Defendants either agreed or failed to dispute.

For all of the reasons stated, we enter this

**ORDER**

AND NOW, this 29th day of August, 2023, following a non-jury trial, it is ORDERED that a decision is entered in favor of Defendants Big Bad Wolf Construction Co., LLC a/k/a BBW Construction Co., LLC, and John Lee in the amount of \$8,995.00 plus costs.

BY THE COURT:

/s/Anthony T. Verwey, J.

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Chester County Court of Common Pleas

Orphans' Court Division

**CALL OF THE AUDIT LIST**

**THE HONORABLE BRET M, BINDER COURTROOM 12**

**WEDNESDAY, NOVEMBER 01, 2023 09:00 AM**

**BENJAMIN LOMAS**

**15-23-2277**

**CALL OF THE AUDIT LIST**

**FIRST AND FINAL ACCOUNT**

**PRO SE**

SANDRA LOMAS, TRUSTEE

GARTH GARRISON HOYT

BRYN MAWR TRUST COMPANY  
(BMTC), TRUSTEE

**PRO SE**

BENJAMIN LOMAS, SETTLOR

**NOTICES**

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

**CIVIL ACTION****LAW NO. 2023-07488-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Robert Emmet Hanrahan, Robert Emmitt Hanrahan, Jr., Robert Emmett Hanrahan, Jr., Robert E. Hanrahan, Jr. was filed in the above-named court and will be heard on Monday, December 18, 2023 at 2:00:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Wednesday, September 27, 2023

Name to be changed from: Robert Emmet Hanrahan, Robert Emmitt Hanrahan, Jr., Robert Emmett Hanrahan, Jr., Robert E. Hanrahan, Jr. to: Robert Emmet Hanrahan, Jr.

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

WILLIAM B. COOPER, III, Esquire  
Fox Rothschild LLP  
747 Constitution Drive, Ste 100  
Exton, PA 19341

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**CHANGE OF NAME NOTICE****IN THE COURT OF COMMON PLEAS CHESTER COUNTY, PENNSYLVANIA****CIVIL ACTION****LAW NO. 2023-07720-NC**

NOTICE IS HEREBY GIVEN that the name change petition of Michelle Fernandez Bonilla Israel Bonilla Fernandez on behalf of minor child Elias Israel Bonilla was filed in the above-named court and will be heard on Monday, November 20, 2023 at 2:00:00 PM, in Courtroom 3 at the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania.

Date of filing the Petition: Thursday, October 5, 2023

Name to be changed from: Elias Israel Bonilla to: Elias Israel Bonilla Fernandez

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

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**CORPORATION NOTICE**

Grace Real Estate Management, Inc. has been incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended.

Lamb McErlane PC  
24 E. Market St.  
P.O. Box 565  
West Chester, PA 19382

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**DISSOLUTION NOTICE**

DISSOLUTION NOTICE IS HEREBY GIVEN to all interested persons or to any party who may be affected by Link Communication Services, Inc., a Pennsylvania Business Corporation with its registered office at 247 Hurley Road, Coatesville, PA 19320, that it intends to file Articles of Dissolution with the Department of State of the Commonwealth of Pennsylvania pursuant to the Pennsylvania Business Corporation Law of 1988, as amended, and that the corporation is winding up its affairs in the manner prescribed by law so that its corporate existence shall cease upon the filing of Articles of Dissolution. Attorney for Corporation Dissolution: Matthew C. Cooper, MacElree Harvey, Ltd., 17 West Miner Street, West Chester, PA 19382.

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**ESTATE NOTICES**

*Letters Testamentary or of Administration having been granted in the following Estates, all persons having claims or demands against the estate of the said decedents are requested to make known the same and all persons indebted to the said decedents are requested to make payment without delay to the respective executors, administrators, or counsel.*

**1st Publication**

**BELT**, Barbara Mountain, late of Marlborough Township. David R. Mountain, care of KENNETH R. WERNER, Esquire, 203 West Miner Street, West Chester, PA 19382-2924, Executor. KENNETH R. WERNER, Esquire, Werner & Wood, 203 West Miner Street, West Chester, PA 19382-2924, atty.

**BRAVACOS**, Anna Marie, a/k/a Anna Marie Sasso, late of Tredyffrin Township. John G. Bravacos, III, 30 Keldon Court, Glenmoore, PA 19343, Julie Bravacos Siegele, 197 Orchard Way, Berwyn, PA 19312, and Christopher M. Bravacos, 344 Maple Avenue, Hershey, PA 17033, care of THERESA L. SHADE WIX, Esquire, 4705 Duke Street, Harrisburg, PA 17109, Executors. THERESA L. SHADE WIX, Esquire, Wix, Wenger & Weidner, 4705 Duke Street, Harrisburg, PA 17109, atty.

**CARPENTER**, Jean M., late of South Coventry Township. Dean J. Carpenter and Sharon C. Lott, care of NICOLAS F. METER, Esquire, 1401 E. High St., Pottstown, PA 19464, Executors. NICOLAS F. METER, Esquire, Meter Law Offices, LLC, 1401 E. High St., Pottstown, PA 19464, atty.

**DeGEISO**, Richard C., late of West Goshen Township. Paul DeGeiso, care of Cordes Law LLC, 27 South State Street, Newtown, PA 18940, Executor. DENISE M. CORDES, Esquire, Cordes Law LLC, 27 South State Street, Newtown, PA 18940, atty.

**DOAN**, ELIZABETH T., late of Charlestown Township. Elizabeth Ann Doan, 117 E. Chestnut St., West Chester, PA 19380, care of CHARI M. ALSON, Esquire, 206 State Rd., Media, PA 19063, Executrix. CHARI M. ALSON, Esquire, Anderson Elder Law, 206 State Rd., Media, PA 19063, atty.

**DUNCAN**, June A., late of East Goshen Township, West Chester. J. Andrew Duncan, care of ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executor. ANDREW H. DOHAN, Esquire, Wisler Pearlstine, LLP, 460 E. King Road, Malvern, PA 19355-3049, atty.

**DUNFEE**, Sharon Ann, late of West Grove Township. L. Peter Temple, Esq., 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.

**FORRESTER**, Sandra Kay, late of East Goshen Township. James Lee Forrester, 2849 Fairway Forest Circle, Salem, VA 24153, care of DANA M. BRESLIN, Esquire, 3305 Edgmont Avenue, Brookhaven, PA 19015, Executor. DANA M. BRESLIN, Esquire, Breslin Murphy Roberts, P.C., 3305 Edgmont Avenue, Brookhaven, PA 19015, atty.

**GAEBEL**, William F., late of Pocopson Township. Thomas F. Gaebel, 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.

**GLOSKEY JR.**, Richard Herman, late of Coatesville. Elisabet Gloskey, 226 Coleridge Lane, Coatesville, PA 19320, care of DANIEL F. MONAHAN, Esquire, 350 Eagleview Blvd., Suite 150, Exton, PA 19341, Administrator. DANIEL F. MONAHAN, Esquire, Brandywine Estate and Elder Law, 350 Eagleview Blvd., Suite 150, Exton, PA 19341, atty.

**HARDCASTLE**, Erma H., late of East Goshen Township, West Chester. Linda A. Schuster, care of ANDREW H. DOHAN, Esquire, 460 E. King Road, Malvern, PA 19355-3049, Executor. ANDREW H. DOHAN, Esquire, Wisler Pearlstine, LLP, 460 E. King Road, Malvern, PA 19355-3049, atty.

**HART**, Thomas Wyrick, late of East Goshen Township. Elizabeth A. Hart, care of KENNETH R. WERNER, Esquire, 203 West Miner Street, West Chester, PA 19382-2924, Executrix. KENNETH R. WERNER, Esquire, Werner & Wood, 203 West Miner Street, West Chester, PA 19382-2924, atty.

**HILL**, Daniel G., late of West Chester. Raymond Hill, care of MARK S. PINNIE, Esquire, 218 West Front Street, Media, PA 19063, Administrator. MARK S. PINNIE, Esquire, Barnard, Mezzanotte, Pinnie and Seelaus, LLP, 218 West Front Street, Media, PA 19063, atty.

**HUMANICK**, Joseph, late of Borough of Downingtown. Dale L. Lane, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Executrix. JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, atty.

**HUSTED**, Thomas Wayne, late of Upper Uwchlan Township. Jeffrey Thomas Husted, care of W. PETER BARNES, Esquire, 218 West Miner Street,

West Chester, PA 19382, Administrator. W. PETER BARNES, Esquire, Klein, Head, Barnes & Wood, LLP, 218 West Miner Street, West Chester, PA 19382, atty.

**KANE**, Troy Franklin, late of Schuylkill Township. Shelley Vanclief-Kane, 25 Sheffield Court, Phoenixville, PA 19460, Executrix.

Letters Testamentary have been granted in the Estate of GRACE C. **LAWRENCE**, late of West Whiteland Township. All persons having claims or demands on the Estate are requested to make them known, and all persons indebted to the said decedent are requested to make payment without delay.

Lisa A. March, c/o The Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown PA 19335, Personal Representative. Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown PA 19335, Attorney.

**MAIDA**, Glorita P., late of Tredyffrin Township. Maria Maida Leviner, 5 Pleasantwood Rd., Newark, DE 19702 and Michael X. Maida, 775 Blairwood Ct., San Jose, CA 95120, care of CAROL R. LIVINGOOD, Esquire, 130 W. Lancaster Ave., P.O. Box 191, Wayne, PA 19087-0191, Executors. CAROL R. LIVINGOOD, Esquire, Timoney Knox, LLP, 130 W. Lancaster Ave., P.O. Box 191, Wayne, PA 19087-0191, atty.

**MARTIN**, George W., late of Pennsbury Township. Neil W. Head, Esquire, 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.

**McTIERNAN**, Janis H., late of West Goshen Township. John M. McTiernan, 797 Mercer Lane, West Chester, PA 19380, Executor.

**NESEL**, Barbara Frazier, a/k/a Barbara F. Nessel, late of East Goshen Township. Stephen F. Nessel, 6 Cypress Ln., Downingtown, PA 19335, care of COURTNEY A. WIGGINS, Esquire, PO Box 3169, West Chester, PA 19381, Executor. COURTNEY A. WIGGINS, Esquire, Clarion Law, LLC, PO Box 3169, West Chester, PA 19381, atty.

**OWEN**, Arnold C., late of Westtown Township. Ronald D. Owen, 499 King Rd., West Chester, PA 19380, care of JOSEPH A. BELLINGHERI, Esquire, 17 W. Miner St., West Chester, PA 19382, Executor. JOSEPH A. BELLINGHERI, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

**PATTERSON**, Randolph Robert, late of Borough

of West Chester. Jennifer L. Ritz, care of KENNETH R. WERNER, Esquire, 203 West Miner Street, West Chester, PA 19382-2924, Executrix. KENNETH R. WERNER, Esquire, Werner & Wood, 203 West Miner Street, West Chester, PA 19382-2924, atty.

**PEGG**, Marion C., late of East Goshen Township. Thomas F. Pegg, care of APRIL L. CHARLESTON, Esquire, 60 W. Boot Rd., Ste. 201, West Chester, PA 19380, Executor. APRIL L. CHARLESTON, Esquire, The Charleston Firm, 60 W. Boot Rd., Ste. 201, West Chester, PA 19380, atty.

**PETIET**, Carol M., late of East Pikeland Township. Charles A. Petiet, 1265 Main St., Linfield, PA 19468, care of JAMES R. FREEMAN, Esquire, 41 E. High St., Pottstown, PA 19464, Executor. JAMES R. FREEMAN, Esquire, OWM Law, 41 E. High St., Pottstown, PA 19464, atty.

**PHIPPS**, William Richard, late of Coatesville Borough. Richard William Phipps and Lucille D. Phipps, care of DENNIS C. VONDRAN, JR., Esquire, 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, Administrators CTA. DENNIS C. VONDRAN, JR., Esquire, Lamb McErlane, P.C., 24 E. Market St., P.O. Box 565, West Chester, PA 19381-0565, atty.

**PLEBANI, JR.**, Marino Thomas, a/k/a Tom Plebani, late of East Marlborough Township. Anita M. D'Amico, 65 S. Third St., Oxford, PA 19363, care of ANITA M. D'AMICO, Esquire, 65 S. Third St., Oxford, PA 19363, Executrix. ANITA M. D'AMICO, Esquire, D'Amico Law, P.C., 65 S. Third St., Oxford, PA 19363, atty.

**RAPPAPORT**, Linda, a/k/a Linda B. Rappaport, late of West Chester. Bret Rappaport, 1518 Manley Rd, Apt B46, West Chester, PA 19382, Executor.

**SHEPPARD**, Nancy, a/k/a Nancy J. Sheppard and Nancy J. Bauer, late of East Vincent Township. Cynthia L. Batten, 804 W. Marion Ave., Spring City, PA 19475, care of JOSEPH K. KOURY, Esquire, 41 E. High St., Pottstown, PA 19464, Executrix. JOSEPH K. KOURY, Esquire, OWM Law, 41 E. High St., Pottstown, PA 19464, atty.

**SMITH**, Marilyn F., late of Oxford Borough. Arlene McVicker, care of WINIFRED MORAN SEBASTIAN, Esquire, PO Box 381, 208 E. Locust Street, Oxford, PA 19363, Executrix. WINIFRED MORAN SEBASTIAN, Esquire, PO Box 381, 208 E. Locust Street, Oxford, PA 19363, atty.

**SMITH**, Joseph Michael, a/k/a Mike Smith, late of Spring City. Sheri L. Smith, 1380 Meadowview Drive, Pottstown, PA 19464, Executor.

**STILLWELL**, Geraldine J., a/k/a Gerladine Joan Cavanagh Stillwell, late of Uwchlan Township. Christine J. Hunt, care of NANCY W. PINE, Esquire, 104 S. Church St., West Chester, PA 19382, Executrix. NANCY W. PINE, Esquire, Pine & Pine, LLP, 104 S. Church St., West Chester, PA 19382, atty.

**YOCUM**, Margaret Carol, a/k/a M. Carol Yocum, late of Honey Brook Township. NANCY W. PINE, 104 S. Church St., West Chester, PA 19382, care of NANCY W. PINE, Esquire, 104 S. Church St., West Chester, PA 19382, Administratrix. NANCY W. PINE, Esquire, Pine & Pine, LLP, 104 S. Church St., West Chester, PA 19382, atty.

**YOUNG, JR.**, William Black, late of Willistown Township. Phyllis D. Bruce, 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.

## 2nd Publication

**ANDERSON**, Mary Megargee, late of Tredyffrin Township. Andrew Gilbert Anderson, c/o The Glennede Trust Co., Attn.: Isabel Albuquerque, 1650 Market St., Ste. 1200, Philadelphia, PA 19103, care of MATTHEW D. GILBERT, Esquire, 1275 Drummers Ln., Ste. 210, Wayne, PA 19087, Executor. MATTHEW D. GILBERT, Esquire, Gadsden Schneider & Woodward LLP, 1275 Drummers Ln., Ste. 210, Wayne, PA 19087, atty.

**ANDERSON, ROBERT W.**, late of Easttown Township. Katharine W. Brumfield, care of ELAINE T. YANDRISEVITS, Esquire, 131 W. State St., P.O. Box 50, Doylestown, PA 18901, Administratrix. ELAINE T. YANDRISEVITS, Esquire, Antheil, Maslow & MacMinn, LLP, 131 W. State St., P.O. Box 50, Doylestown, PA 18901, atty.

**CARTLEDGE**, Mary V., late of Lower Oxford Township. Mary P. Logiurato, care of GUY F. MATTHEWS, Esquire, 300 W. State St., Ste. 300, Media, PA 19063, Executrix. GUY F. MATTHEWS, Esquire, Eckell, Sparks, Levy, Auerbach, Monte, Sloane, Matthews & Auslander, P.C., 300 W. State St., Ste. 300, Media, PA 19063, atty.

**CLAFFY**, Joseph F., a/k/a Joseph Francis Claffy, Jr. and Joseph F. Claffy, Jr., late of Pocopson Township. Jay G. Fischer, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, care of JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Downingtown, PA 19335, Executor. JAY G. FISCHER, Esquire, 342 East Lancaster Avenue, Down-

town, PA 19335, atty.

**CLIFFORD**, Kathleen, a/k/a Kathleen R. Clifford, late of West Goshen Township. William F. Clifford, care of NANCY W. PINE, Esquire, 104 S. Church St., West Chester, PA 19382, Executor. NANCY W. PINE, Esquire, Pine & Pine, LLP, 104 S. Church St., West Chester, PA 19382, atty.

**CLIFTON**, William R., late of West Bradford Township. Daniel J. Clifton, care of KARYN L. SEACE, CELA, Esquire, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, Executor. KARYN L. SEACE, CELA, Esquire, Seace Elder Law, PLLC, 105 East Evans Street, Evans Building, Suite A, West Chester, PA 19380, atty.

**ELDRETH**, David C., late of Oxford. Faye A. Eldreth, care of R. SAMUEL McMICHAEL, Esquire, P.O. Box 296, Oxford, PA 19363, Executrix. R. SAMUEL McMICHAEL, Esquire, P.O. Box 296, Oxford, PA 19363, atty.

**GARZARELLA**, John Joseph, late of Berwyn. Donna DeLuca, 104 John Robert Thomas Drive, Exton, PA 19341, Executrix.

**GOODMAN**, Gerard J., a/k/a Jerry Goodman, late of Phoenixville Borough. Mary T. Sullivan, care of KELLY C. HAYES, Esquire, 30 Cassatt Ave., Berwyn, PA 19312, Executrix. KELLY C. HAYES, Esquire, Kelly C. Hayes McAndrews, Mehalick, Connolly, Hulse & Ryan, P.C., 30 Cassatt Ave., Berwyn, PA 19312, atty.

**HUNTER**, Tammy J., a/k/a Tammy Jean Hunter, late of Honey Brook Borough. Judith Hunter-Beck, 25862 State Route 267, Friendsville, PA 18818, care of ANITA M. D'AMICO, Esquire, 65 S. Third St., Oxford, PA 19363, Administratrix. ANITA M. D'AMICO, Esquire, D'Amico Law, P.C., 65 S. Third St., Oxford, PA 19363, atty.

**JONES, III**, Marshall L., a/k/a Marshall Lloyd Jones, III, late of Westtown Township. Barbara L. Jenkins, care of CHRISTOPHER M. BROWN, Esquire, 1240 West Chester Pike, Ste. 210, West Chester, PA 19382, Executrix. CHRISTOPHER M. BROWN, Esquire, Law Offices of Christopher M. Brown, PLLC, 1240 West Chester Pike, Ste. 210, West Chester, PA 19382, atty.

**KEPIRO, JR.**, Stephen, late of Highland Township. Marjorie K. Boyes and Diane K. Windle, care of JANIS M. SMITH, Esquire, 4203 West Lincoln Highway, Parkersburg, PA 19365, Executors. JANIS M. SMITH, Esquire, 4203 West Lincoln Highway, Parkersburg, PA 19365, atty.

**KVERAGAS, JR.**, John E., late of Penn Town-



ship. Traci Kveragas, care of CARRIE A. S. KENNEDY, Esquire, 171 W. Lancaster Ave., Paoli, PA 19301, Executrix. CARRIE A. S. KENNEDY, Esquire, Connor, Weber & Oberlies, 171 W. Lancaster Ave., Paoli, PA 19301, atty.

**McCARTER**, Robert K., late of West Goshen Township, West Chester, PA. Robert C. Johnson, 537 Newtown Road, Berwyn, PA 19312, Executor.

**McDONALD**, June A., late of Franklin Township. Patricia M. Valentine and Timothy D. McDonald, care of KRISTEN R. MATTHEWS, Esquire, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, Executors. KRISTEN R. MATTHEWS, Esquire, Kristen Matthews Law, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, atty.

**McFARLAND**, Patricia Anne, a/k/a Pat and Patty, late of West Chester. Mary Murray, 322 Crescent Hill Drive, Havertown, PA 19083, Executor.

**MIGDAL**, Marian S., late of Borough of Downingtown. Maryanne Russell, 1713 Reed Street, Coatesville, PA 19320, care of ALAN J. JARVIS, Esquire, 101 Birch Drive, Downingtown, PA 19335, 610-384-1151, Executrix. ALAN J. JARVIS, Esquire, 101 Birch Drive, Downingtown, PA 19335, 610-384-1151, atty.

**MILLER**, Frederick B., late of Coatesville City. Jennifer L. Miller and Stacy M. Kerns, care of KRISTEN R. MATTHEWS, Esquire, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, Executrices. KRISTEN R. MATTHEWS, Esquire, Kristen Matthews Law, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, atty.

**NARDONE**, Maria, late of West Chester. Leonard Nardone, Jr., 431 Keebler Road, King of Prussia, PA 19406, care of DANIEL F. MONAHAN, Esquire, 350 Eagleview Blvd. Suite 150, Exton, PA 19341, Executor. DANIEL F. MONAHAN, Esquire, Brandywine Estate and Elder Law, Address, atty.

**NILESKI**, Nell W., a/k/a Nell Nileski, late of Oxford Borough. James Mark Yarnall, care of WINIFRED MORAN SEBASTIAN, Esquire, PO Box 381, 208 E. Locust Street, Oxford, PA 19363, Executor. WINIFRED MORAN SEBASTIAN, Esquire, Firm, PO Box 381, 208 E. Locust Street, Oxford, PA 19363, atty.

**POPJOY**, Baldwin H., late of Upper Uwchlan Township. Elizabeth T. Stefanide, 339 West Baltimore Avenue, Media, PA 19063, care of ELIZABETH T. STEFANIDE, Esquire, 339 West Baltimore Avenue, Media, PA 19063, Administratrix. ELIZABETH T. STEFANIDE, Esquire, 339 West Baltimore

Avenue, Media, PA 19063, atty.

**POTTS**, Ralph Neil, late of Riverside, California. Brian Vance Potts, care of HOLLY S. FILIUS, Esquire, 101 North Pointe Blvd Suite 202, Lancaster, PA 17601, Administrator. LAWYER, Esquire, Russell, Krafft and Gruber, LLP, 101 North Pointe Blvd Suite 202, Lancaster, PA 17601, atty.

**RASPANTI**, Ann, late of Downingtown. Edmund J. Raspanti Jr., 112 Skyline Drive, Downingtown, PA 19335, Executor.

Letters Testamentary have been granted in the Estate of Donald F. REICE, late of East Pikeland Township. All persons having claims or demands on the Estate are requested to make them known, and all persons indebted to the said decedent are requested to make payment without delay. Bronwyn Reice, c/o The Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown PA 19335, Personal Representative. Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown PA 19335, Attorney.

**SEITZ**, Dorothy K., late of West Brandywine Township. Mark Erwin, care of KRISTEN R. MATTHEWS, Esquire, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, Executor. KRISTEN R. MATTHEWS, Esquire, Kristen Matthews Law, 257 W. Uwchlan Ave., Ste. 1, Downingtown, PA 19335, atty.

ESTATE OF Felicia Howard SPANN, aka Felicia M. Spann, deceased, late of Coatesville. Letters of Administration on the Estate of the abovenamed Randy S. Suber, deceased, having been granted to the undersigned, all persons having claims or demands against the Estate of the said Decedent are requested to make known the same, and all persons indebted to the said Decedent to make payment without delay, to Administrator: Randy S. Suber  
Attorney:

BRUCE W. LAVERTY, Esquire  
Laverty, Abele & Russell, LLC  
1398 Wilmington Pike, Suite B  
West Chester, PA 19382

**TARAN, SR.**, Robert James, late of West Sadsbury Township. Robert James Taran, Jr., care of JANIS M. SMITH, Esquire, 4203 West Lincoln Highway, Parkesburg, PA 19365, Executor. JANIS M. SMITH, Esquire, 4203 West Lincoln Highway, Parkesburg, PA 19365, atty.

**TART**, Jacqueline K., late of East Goshen Township. Linda T. Franklin, 1122 Queens Way, West Chester, PA 19382 and Lois Armbrrecht, 9 Boysenberry Dr., Hockessin, DE 19707, care of MAUREEN

A. OSTIEN, Esquire, 390 Waterloo Blvd., Ste. 210, Exton, PA 19341, Administratrices. MAUREEN A. OSTIEN, Esquire, Lubker Ostien Law, LLC, 390 Waterloo Blvd., Ste. 210, Exton, PA 19341, atty.

Letters Testamentary have been granted in the Estate of Joseph C. **WHISLER, JR.**, late of West Caln Township. All persons having claims or demands on the Estate are requested to make them known, and all persons indebted to the said decedent are requested to make payment without delay. Virginia Glassman, c/o The Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown PA 19335, Personal Representative. Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown PA 19335, Attorney.

### 3rd Publication

**BEARD**, Catherine Mary, late of North Coventry Township. Connor Beard, 13 Halteman Rd., Pottstown, PA 19465, care of STEVEN M. ZELINGER, Esquire, 1650 Market St., Ste. 3600, Philadelphia, PA 19103, Administrator. STEVEN M. ZELINGER, Esquire, Steven M. Zelinger, LLC, 1650 Market St., Ste. 3600, Philadelphia, PA 19103, atty.

**BURG**, James R., late of Westtown Township. Debora A. Dello Buono, 207 Piedmont Road, West Chester, PA 19382, care of DEIRDRE A. AGNEW, Esquire, 1450 East Boot Rd., Bldg 400A, West Chester, PA 19380, Executrix. DEIRDRE A. AGNEW, Esquire, Law Offices of Deirdre A. Agnew, 1450 East Boot Rd., Bldg 400A, West Chester, PA 19380, atty.

**CARROLL**, Michael D., a/k/a Mike Carroll, late of East Goshen Township. Mary E. Giacobetti, 124 Laurel Ln., Broomall, PA 19008, care of CAROL R. LIVINGOOD, Esquire, 130 W. Lancaster Ave., P.O. Box 191, Wayne, PA 19087, Executrix. CAROL R. LIVINGOOD, Esquire, Timeony Knox LLP, 130 W. Lancaster Ave., P.O. Box 191, Wayne, PA 19087, atty.

**CHABAN**, James, a/k/a James Daniel Chaban, James Gerard Chaban and Jamie Chaban, late of Uwchlan Township. Lisa Ann Chaban, care of WAYNE C. BUCKWALTER, Esquire, 24 E. Market St., P.O. Box 565, West Chester, PA 19381, Executrix. WAYNE C. BUCKWALTER, Esquire, Lamb McErlane, PC, 24 E. Market St., P.O. Box 565, West Chester, PA 19381, atty.

Letters Testamentary have been granted in the Estate of **BARBARA M. DISTEFANO**, late of West Goshen Township. All persons having claims or demands on the Estate are requested to make them known, and all persons indebted to the said decedent are requested to make payment without delay.

Wendy Morgan, c/o The Law Firm of Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown, PA 19335, Personal Representative. Barry S. Rabin, 797 E. Lancaster Avenue Suite 13, Downingtown, PA 19335, Attorney.

**DUNFEE**, Sharon Ann, late of West Grove Township. L. Peter Temple, Esquire, care of DON B. LYNN, JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Executor. DON B. LYNN, JR., Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

**EVANS**, Jennie M., late of Oxford. Scott Townsend, care of IRA D. BINDER, Esquire, 227 Cullen Rd., Oxford, PA 19363, Executor. IRA D. BINDER, Esquire, 227 Cullen Rd., Oxford, PA 19363, atty.

**FETTERMAN**, David B., a/k/a David Baer Fetterman, late of West Grove. Mark D. Fetterman, 749 Wallingford Road, Lititz, PA 17543, care of JENNIFER MEJIA, Esquire, 1390 W. Main Street, Ephrata, PA 17522, Executor. JENNIFER MEJIA, Esquire, Mejia Law Group, 1390 W. Main Street, Ephrata, PA 17522, atty.

**FITZGERALD**, Clyde E., late of Downingtown Borough. David C. Fitzgerald, 424 Hilltop Circle, Glenmoore, PA 19343, care of CHARLES A. RICK, Esquire, 933 N. Charlotte St., Ste. 3B, Pottstown, PA 19464, Executor. CHARLES A. RICK, Esquire, Rick Law LLC, 933 N. Charlotte St., Ste. 3B, Pottstown, PA 19464, atty.

**GENTHER**, Robert Philip, a/k/a Robert P. Genter, R. Philip Genter and Philip Genter, late of East Goshen Township. Brendan Genter, care of CHRISTOPHER M. BROWN, Esquire, 1240 West Chester Pike, Ste. 210, West Chester, PA 19382, Administrator. CHRISTOPHER M. BROWN, Esquire, Law Offices of Christopher M. Brown, PLLC, 1240 West Chester Pike, Ste. 210, West Chester, PA 19382, atty.

**GRADY**, V. Harry Paul, late of Caln Township. Harvey Paul Grady, IV, care of GEORGE C. ZUMBANO, Esquire, 24 E. Market St., P.O. Box 565, West Chester, PA 19381, Administrator. GEORGE C. ZUMBANO, Esquire, Lamb McErlane, PC, 24 E. Market St., P.O. Box 565, West Chester, PA 19381, atty.

**HEDRICK**, Nancy J., late of New Garden Township. Richard A. Hedrick and George R. Hedrick, Jr., care of DONALD B. LYNN JR., Esquire, P.O. Box 384, Kennett Square, PA 19348, Executors. DONALD B. LYNN JR., Esquire, Larmore Scarlett LLP, P.O. Box 384, Kennett Square, PA 19348, atty.

**HELVIG**, Joyce M., a/k/a Joyce Marie Helvig, late of East Brandywine Township. Cheryl L. McMenamin, care of JANIS M. SMITH, Esquire, 4203 West Lincoln Highway, Parkesburg, PA 19365, Executors. JANIS M. SMITH, Esquire, Firm, 4203 West Lincoln Highway, Parkesburg, PA 19365, atty.

**KEEFE**, Frank P., late of Caln Township. Tierney M. Keefe, care of JAMES H. LUTZ, Esquire, 1765 Narrows Hill Road, Upper Black Eddy, PA 18972, Executrix. JAMES H. LUTZ, Esquire, Lutz & Associates, 1765 Narrows Hill Road, Upper Black Eddy, PA 18972, atty.

**KELLY**, ALVY L., late of West Whiteland Township. Steven L. Kelly, care of RICHARD T. FRAZIER, Esquire, 1200 Liberty Ridge Dr., Ste. 200, Wayne, PA 19087-5569, Executor. RICHARD T. FRAZIER, Esquire, Saul Ewing LLP, 1200 Liberty Ridge Dr., Ste. 200, Wayne, PA 19087-5569, atty.

**KOSMOWSKI**, Rose Marie, a/k/a Rose M. Kosmowski and Rose Kosmowski, late of Coatesville. Edward Kosmowski, 177 Christina Landing Drive, Wilmington, DE 19801, Executor.

**LAFFERTY**, Betty Jane, late of West Grove. Karen Hellstern, 5 Hillcrest Lane, North East, MD, 21901, care of LEO WHITE, Esquire, 1220 Valley Forge Road, Suite 37B, Phoenixville, PA 19460, Administrator. LEO WHITE, Esquire, Law Offices of Leo T. White, LLC, 1220 Valley Forge Road, Suite 37B, Phoenixville, PA 19460, atty.

**MASTRANGELO**, Michael J., late of West Goshen Twp.. Hollie Myers and Linda Mastrangelo Boucher, care of EDWARD M. FOLEY, Esquire, 213 E. State Street, Kennett Square, PA 19348, Executrices. EDWARD M. FOLEY, Esquire, Brutscher Foley Milliner Land & Kelly, LLP, 213 E. State Street, Kennett Square, PA 19348, atty.

**POTTER**, Ralph, late of East Brandywine Township. Susan Livermore, 925 E. McKinley Street, Chambersburg, PA 17201 and David L. Summers, 426 Corner Ketch Road, Downingtown, PA 19335, care of GORDON W. GOOD, Esquire, 3460 Lincoln Highway, Thorndale, PA 19372, Executors. GORDON W. GOOD, Esquire, Keen Keen & Good, LLC, 3460 Lincoln Highway, Thorndale, PA 19372, atty.

**SATINSKY**, Stephen J., a/k/a Stephen Jay Satinsky, late of West Goshen Township. Jennifer Rebecca Kratsa and Jessica Rice, care of DUKE K. SCHNEIDER, Esquire, 17 W. Miner St., West Chester, PA 19382, Administratrices CTA., DUKE K. SCHNEIDER, Esquire, MacElree Harvey, LTD., 17 W. Miner St., West Chester, PA 19382, atty.

**SCHMIDT**, Pearl E., late of Phoenixville. Kathleen Schmidt, 916 Woodlawn Ave., Phoenixville, PA 19460, Executor.

**SCOGGINS**, Laurie G., late of East Vincent Township. Pamela S. Abbott, care of BRUCE W. LAVERTY, Esquire, 1398 Wilmington Pike, Suite B, West Chester, PA 19382, Administratrix. BRUCE W. LAVERTY, Esquire, Laverty, Abele & Russell, LLC, 1398 Wilmington Pike, Suite B, West Chester, PA 19382, atty.

**SMITH**, Irving W., late of Caln Township. Danielle Smith-Daywalt, care of TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, Executrix. TOM MOHR, Esquire, 301 W. Market Street, West Chester, PA 19382, atty.

**SMITH**, Janet A., late of West Goshen Township. Rosemary W. Smith, 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.

**SNAPPER**, Joan W., late of West Whiteland. Steven Snapper, 190 Beach 128th St., Belle Harbor, NY 11694, Executor.

**THOMPSON**, Ana D., late of Easttown Township. Ana A. Thompson and Julia O. Lawson, care of ERICA A. RUSSO, Esquire, 1001 Conshohocken State Rd., Ste. 1-300, West Conshohocken, PA 19428, Executrices. ERICA A. RUSSO, Esquire, Heckscher, Teillon, Terrill & Sager, P.C., 1001 Conshohocken State Rd., Ste. 1-300, West Conshohocken, PA 19428, atty.

**WELBURN**, Donna Joyce, late of Easttown Township. Clarke Welburn, care of LAURA M. TOBEY, Esquire, 229 W. Wayne Ave., Wayne, PA 19087, Administrator. LAURA M. TOBEY, Esquire, Reidenbach & Associates, LLC, 229 W. Wayne Ave., Wayne, PA 19087, atty.

**WILHELM**, Joan Mae, a/k/a Joan M. Wilhelm late of Penn Township. Cheryl Kowba, care of KATHRYN OTT, Esquire, Four Glenhardie Corporate Center, 1255 Drummers Ln., Ste. 105, Wayne, PA 19087, Executrix. KATHRYN OTT, Esquire, Palmarella, Curry & Raab, P.C., Four Glenhardie Corporate Center, 1255 Drummers Ln., Ste. 105, Wayne, PA 19087, atty.

**WILLIS, JR.**, David P., late of East Caln Township. Brian M. Willis, 1317 Telegraph Rd., Coatesville, PA 19320, care of MICHAEL P. BROADHURST, Esquire, 1339 Chestnut St., 5th Fl.,

Philadelphia, PA 19107, Executor. MICHAEL P. BROADHURST, Esquire, Weir Greenblatt Pierce LLP, 1339 Chestnut St., 5th Fl., Philadelphia, PA 19107, atty.

**ZIMMERMAN**, Jeffrey Collins, a/k/a Jeffrey C. Zimmerman, late of Easttown Township. Jason Zimmerman, care of MARIANNA F. SCHENK, Esquire, One Bala Plaza, Ste. 623, 231 St. Asaphs Rd., Bala Cynwyd, PA 19004, Executor. MARIANNA F. SCHENK, Esquire, Bala Law Group, LLC, One Bala Plaza, Ste. 623, 231 St. Asaphs Rd., Bala Cynwyd, PA 19004, atty.

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### FOREIGN REGISTRATION STATEMENT

NOTICE IS HEREBY GIVEN that a Foreign Registration Statement has been filed with the Department of State of the Commonwealth of Pennsylvania, at Harrisburg, PA, on September 22, 2023, for a foreign corporation with a registered address in the Commonwealth of Pennsylvania as follows: Sperr's Enterprises, Inc., 705 Ewing Road, Cochranville, Chester County, PA 19330. This corporation is incorporated under the laws of Delaware with its principal office c/o Worldwide Incorporators Ltd., 3411 Silverside Road, Suite 104, Tatnall Building, Wilmington, DE 19810. The corporation has been qualified in Pennsylvania under the provisions of the Business Corporation Law of 1988, as amended.

Loren L. Speziale, Esquire  
Gross McGinley, LLP  
33 S. 7th Street, PO Box 4060  
Allentown, PA 18105-4060

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**CIVIL ACTION  
COURT OF COMMON PLEAS  
CHESTER COUNTY, PA  
CIVIL ACTION-LAW  
NO. 2022-02218-RC**

**NOTICE OF ACTION IN MORTGAGE FORECLOSURE**

NEWREZ LLC D/B/A SHELLPOINT  
MORTGAGE SERVICING, Plaintiff  
v.

TYLER JOHNSON, IN HIS CAPACITY AS  
HEIR OF JANE LUCKENBACH F/K/A JANE L.  
CROSBY F/K/A JANE L. JOHNSON; ET AL.,  
Defendants

To: UNKNOWN HEIRS, SUCCESSORS,  
ASSIGNS, AND ALL PERSONS, FIRMS, OR  
ASSOCIATIONS, CLAIMING RIGHT, TITLE, OR  
INTEREST FROM OR UNDER JANE LUCKEN-  
BACH F/K/A JANE L. CROSBY F/K/A JANE L.  
JOHNSON Defendant(s), 3709 E FISHERVILLE  
ROAD, DOWNINGTOWN, PA 19335

COMPLAINT IN MORTGAGE FORECLOSURE  
You are hereby notified that Plaintiff, NEWREZ  
LLC D/B/A SHELLPOINT MORTGAGE SERVIC-  
ING, has filed a Mortgage Foreclosure Complaint  
endorsed with a Notice to Defend, against you in  
the Court of Common Pleas of CHESTER County,  
PA docketed to No. 2022-02218-RC, seeking to  
foreclose the mortgage secured on your property  
located, 3709 E FISHERVILLE ROAD,  
DOWNINGTOWN, PA 19335.

### NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish  
to defend against the claims set forth in this notice  
you must take action within twenty (20) days after  
the Complaint and Notice are served, by entering  
a written appearance personally or by attorney  
and filing in writing with the Court your defenses  
or objections to the claims set forth against you.  
You are warned that if you fail to do so, the case  
may proceed without you, and a judgment may be  
entered against you by the Court without further  
notice for any money claimed in the Complaint or  
for any other claim or relief requested by the plain-  
tiff. You may lose money or property or other rights  
important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR  
LAWYER AT ONCE. IF YOU DO NOT HAVE A  
LAWYER, GO TO OR TELEPHONE THE OF-  
FICE SET FORTH BELOW. THIS OFFICE CAN  
PROVIDE YOU WITH INFORMATION ABOUT  
HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAW-  
YER, THIS OFFICE MAY BE ABLE TO PRO-  
VIDE YOU WITH THE INFORMATION ABOUT  
AGENCIES THAT MAY OFFER LEGAL SER-  
VICES TO ELIGIBLE PERSONS AT A REDUCED  
FEE OR NO FEE.

Chester County Bar Association Lawyer Referral and  
Information Service  
15 West Gay Street  
West Chester PA, 19380  
610-429-1500  
Robertson, Anschutz, Schneid, Crane & Partners,

PLLC

A Florida professional limited liability company

ATTORNEYS FOR PLAINTIFF

Jonathan M. Etkowicz, Esq. ID No. 208786

133 Gaither Drive, Suite F

Mt. Laurel, NJ 08054

855-225-6906

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### 3rd Publication of 3

#### TRUST NOTICE

Ferdinand Thun Revocable Trust, Settlor, now deceased, dated 1/14/1998, late of Kennett Square, Chester County Pennsylvania. The Co-Trustees request that all persons having claims or demands against the Trust or the Settlor to make known the same, and all persons indebted to the Settlor to make payments without delay, to:

Elizabeth M. Thun and Kristen T. Dunn, Co-Trustees

c/o Fitzpatrick Lents & Bubba, P.C.

Two City Center

645 West Hamilton Street, Suite 800

Allentown, PA 18101

Or to their attorney at the above address.

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MICHAEL G. LOUIS, ESQUIRE  
 ATTORNEY I.D. 32202  
 BRIAN J. FORGUE, ESQUIRE  
 ATTORNEY I.D. 322783  
**MACELREE HARVEY, LTD.**  
 17 West Miner Street  
 West Chester, PA 19381  
 P | (610) 436-0100  
 F | (610) 430-7885

ATTORNEYS FOR PLAINTIFFS

JOSEPH WARD and CHRISTINA WARD, :  
 : IN THE COURT OF COMMON PLEAS  
 Plaintiffs, : CHESTER COUNTY, PENNSYLVANIA  
 :  
 v. :  
 : NO. 2023-04622-TT  
 MICHAEL J. FRAGALE :  
 :  
 Defendant. :

Nature of the action: Writ of Summons, Real Estate Sellers Disclosure Law and Unfair Trade Practices and Consumer Protection Law

**NOTICE**

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE  
 Chester County Bar Association  
 15 W. Gay St, Suite 2  
 West Chester, PA 19380  
 (610) 692-1889