

Erie County Legal Journal

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For the Benefit of Laurel A. Hirt

Erie County Legal Journal

*Reporting Decisions of the Courts of Erie County
The Sixth Judicial District of Pennsylvania*

Managing Editor: Heidi M. Weismiller

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Erie County Bar Association Calendar of Events and Seminars

MONDAY, APRIL 20, 2015

ECBA Live Lunch-n-Learn Seminar
Wills & Estates 101

LOCATION CHANGED - The Erie Club*

** note dress code: NO denim*

12:15-1:15 p.m. (11:45 a.m. reg./lunch)

\$45 (ECBA member / non-attorney staff)

\$58 (non-member)

\$30 (member judge not needing CLE)

1 hour substantive

FRIDAY, APRIL 24, 2015

Law Day Luncheon - **SOLD OUT**

Bayfront Convention Center

Noon

\$25/person

SATURDAY, APRIL 25, 2015

Law Day 5K Run/Walk

Perry Square / Erie County Court House

9:00 a.m. start time

\$20 (adult w/shirt) \$15 (adult/no shirt)

\$15 (12 and under w/shirt) \$10 (12 and under/no shirt)

register online - www.eriebar.com



Erie County Bar
Association



@eriepabar

To view PBI seminars visit the events calendar on the ECBA website
<http://www.eriebar.com/public-calendar>

2015 BOARD OF DIRECTORS

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FOR THE BENEFIT OF LAUREL A. HIRT

REASONABLENESS OF A CORPORATE TRUSTEE'S FEES

Where a trust instrument signed by the settlor specifies a trustee's compensation, the trustee is entitled to that compensation.

REASONABLENESS OF A CORPORATE TRUSTEE'S FEES

Where a corporate trustee is selected out of a competitive market and the trustee's fees were considered in its selection, those fees are presumed reasonable.

REASONABLENESS OF A CORPORATE TRUSTEE'S FEES

In determining the reasonableness of a corporate trustee's fees, the risks and duties associated with the trust corpus must be considered, including exposure to liability, restraints on alienability, extent and nature of duties associated with the position, industry standards, and market value of the trust. Where those risks and duties are atypical from other trusts of a similar nature, a flexible component fee structure based on the market value of the trust corpus may be reasonable to adequately compensate the corporate trustee. Conversely, payment of a corporate trustee based on services rendered or a flat fee tied to the book value of the trust corpus is generally insufficient, in part because the book value can seldom be a valid measurement of the true value of the trust corpus.

COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA

ORPHANS' COURT DIVISION

No. 205-2013 (Formerly No. 161-2012)

Trust under Agreement of HENRY ORTH HIRT, SETTLOR

Restated DECEMBER 22, 1980

Appearances: Margaret E. W. Sager, Esq., Attorney for Trustee, Sentinel Trust Company, L.B.A.

Dorothy A. Davis, Esq. and Christopher Farrell, Esq., Attorneys for Trustee, Elizabeth A. Vorsheck

Lawrence G. McMichael, Esq. and Roger Richards, Esq., Attorneys for Trustee, Susan Hirt Hagen

Jennifer A. Savage, Esq., Attorney for Trustee, Sarah Hagen

Nicolas Centrella, Esq., Attorney for Trustee, Laurel A. Hirt

John T. Brooks, Esq., Attorney for Laurel A. Hirt

OPINION

CUNNINGHAM, WILLIAM R., J.

On September 11, 2013, a "Second and Intermediate Account" (Second Account) covering the time period of January 1, 2012 through April 30, 2013 was filed by the trustees.

On December 21, 2013, the beneficiary Laurel A. Hirt (Ms. Hirt), filed an Objection to the Second Account (Objection) alleging the fees paid to the corporate trustee, Sentinel Trust Company (Sentinel) were excessive and unreasonable.

Sentinel and the other two co-trustees filed Responses to the Objection. By Order dated May 2, 2014, Ms. Hirt's Objection was limited to the trust in which she was a beneficiary for the time period in question. A Joint Stipulation of Facts was filed on August 1, 2014 by the parties. An evidentiary hearing was held on November 3, 2014. Thereafter, the parties filed supporting Briefs on February 19, 2015.

Upon consideration of the evidence, arguments and the law, this Court finds that Sentinel's fee structure is binding and the fees charged by Sentinel in the Second Account are reasonable. Accordingly, the Objection of Laurel A. Hirt to the Second Account is **DISMISSED**.

I. SENTINEL'S FEE STRUCTURE

There is no need to reiterate the long history of these trusts given the detailed stipulation of facts by the parties (which is appreciated by this Court). Ms. Hirt's trust is one of three trusts birthed from the trust created by her grandfather, H.O. Hirt, the founder of the Erie Indemnity Company (Erie Indemnity). The present beneficiaries of the other two trusts from H.O. Hirt are Ms. Hirt's sister, Elizabeth Vorsheck (Vorsheck), and Ms. Hirt's aunt, Susan Hirt Hagan (Hagan). Vorsheck and Hagan serve as the two individual trustees for Ms. Hirt's trust along with Sentinel as the corporate trustee.

Sentinel customized its fee structure into four components to meet its fiduciary responsibilities within an historical realm of familial litigation involving the H.O. Hirt trusts. The two primary components of Sentinel's fee structure are a base fee and an hourly fee. The base fee consists of the greater of \$250,000 or 14 basis points of the value of Class B shares held by the trust. The Class B shares are the voting shares of Erie Indemnity, a Fortune 500 Company, and these shares are not publicly traded. Class A shares of Erie Indemnity are publicly traded. The value of Class B shares fluctuate with the market value of Class A shares on a conversion ratio of 1 share of Class B equaling 2400 shares of Class A stock. Thus built into the base fee is a financial incentive for the corporate trustee to act in the best interests of Erie Indemnity so that the value of Class A and B shares increases.

The second component of Sentinel's fee structure is an hourly charge for the time spent working on the business of the trust. There is a sliding scale of hourly rates for various employees. The hourly component creates the flexibility Sentinel needs when litigation flares up, which has frequently occurred among the Hirt descendants. If Sentinel has to respond to litigation involving its role, then Sentinel is in a position to be reimbursed for its additional time. The hourly rate component permits Sentinel to charge a lower base fee as the hourly rates provide a mechanism to respond to unexpected developments.

The other two components of Sentinel's fee structure are reimbursement for identified expenses (e.g. legal, accounting and consultant) and an Errors and Omissions policy. These components are not the focus of Ms. Hirt's Objection.

Sentinel's fees are computed as a whole and then divided among the three trusts. Fifty percent of the fees are assessed to the Hagan trust while twenty-five percent is assessed to the Vorsheck and Hirt trusts. The subject of Ms. Hirt's Objection is Sentinel's fees charged to Ms. Hirt's trust in the amount of \$182,656.03 for the time period of January 1, 2012 to December 31, 2012.¹ See *Exhibit S-3 at p.6*. This figure is the sum total of the four components of Sentinel's fee structure and is the approximate equivalent of 18 basis points of the value of Ms. Hirt's trust corpus. Of this total compensation, the base fee and the hourly charges amounted to \$151,130.84 or 14.75 basis points of Ms. Hirt's trust corpus. For this same time period, Ms. Hirt received a distribution from the income of her trust in the amount of \$205,946.28.

¹ This figure does not include the first quarter of 2013 because the fees are accrued but not paid until the subsequent account period. This means the corporate trustee fees are paid on a calendar year basis.

II. SENTINEL'S FEE STRUCTURE IS BINDING

Pennsylvania law states: “if a trust instrument or written fee agreement signed by the settlor or anyone who is authorized by the trust instrument to do so specifies a trustee’s compensation, the trustee is entitled to the specified compensation.” 20 Pa. C.S. §7768(b).

H.O. Hirt intended for the corporate trustee to be paid when he provided: “the corporate Trustee shall be entitled to receive annual compensation for its services hereunder in accordance with its schedule in effect when the services are performed, but not in excess of such compensation as would be approved by a court of competent jurisdiction.” *Trust Agreement, Article 4.05; see Exhibit S-7.*

Sentinel proffered its fee structure which this Court approved in making Sentinel’s appointment. Sentinel has not raised or changed its fee structure since its appointment effective January 1, 2006. Sentinel rightfully felt throughout 2012 it was in its seventh year of doing business with Ms. Hirt’s trust under the terms of its fee structure. All of the Accounts for the three trusts from 2006 through 2011 using Sentinel’s fee structure received judicial approval without a formal objection by any party, including Ms. Hirt.

The parties have stipulated that Sentinel’s fees for the Second Account were computed in accordance with Sentinel’s fee structure. *Joint Stipulation, Paragraph 40.*

Consistent with Pennsylvania law and the settlor’s expressed intent, there was a binding fee structure in place for the corporate trustee for the time period of the Second Account. Accordingly, Sentinel is entitled to be paid consistent with its fee structure. However, the question remains whether Sentinel’s fees are not excessive in the eyes of a reviewing court.

III. SENTINEL MET ITS BURDEN OF PROVING REASONABLENESS OF ITS FEES

Sentinel bears the burden to prove its fees are reasonable. *In re Ischy Trust*, 415 A.2d 37 (Pa. 1980). There are a host of factual and legal reasons to find that Sentinel has met its burden of proving its fees for the Second Account are reasonable.

A. Sentinel’s Fees are Presumed Reasonable.

Sentinel “is entitled to compensation that is reasonable under the circumstances.” 20 Pa. C.S. §7768(a). Further, trustee compensation “at levels that arise in a competitive market shall be presumed to be reasonable in the absence of compelling evidence to the contrary.” *Id.* at (e).

The parties recall the nationwide search from 1999 to 2005 for a corporate trustee. The search became a heated competition among three factions of the Hirt family for the appointment of the faction’s candidate. Sentinel was appointed after a protracted process that included close scrutiny of the fee structures of each candidate. The selection of Sentinel included the recognition of the appropriateness of its fee structure.

Sentinel’s fee structure clearly arose from an intensely competitive process involving candidates drawn from the open market and therefore it has a presumption of reasonableness. Ms. Hirt did not present any compelling evidence to the contrary.

B. The Risks And Duties Of The Corporate Trustee

This Court finds credible the testimony of Jeffrey Osmun, JD, an expert on corporate trustee compensation. Attorney Osmun has a deep history in the corporate trustee field.

According to Attorney Osmun, the business decision of whether to accept a trusteeship

involves a cost benefit/risk reward analysis, with compensation to cover not only the services rendered, but also the risks involved. It is the latter component, the exposure to risks and liability, which Ms. Hirt overlooks in her Objection.

The H.O. Hirt trusts are not typical within the trust industry and pose a challenging set of demands and corresponding risks. The nature of the trust corpus and the duties imposed upon the corporate trustee create significant risk factors that must be built into any reasonable fee structure for the corporate trustee.

The three trusts collectively own 2,340 Class B shares of Erie Indemnity, which is 76% of the Class B shares issued. Importantly these shares represent the controlling votes for a Fortune 500 company. The value of these shares, including the value of the control of the board for Erie Indemnity, creates a significant exposure of liability for the corporate trustee which factors into the reasonableness of Sentinel's fees.

The nature of the trust corpus also presents an atypical risk to the corporate trustee because there is only one asset, the Class B shares, with restrictions on alienability. This trust does not present the opportunity for diversification of its assets to spread the risk of loss across different economic sectors. If problems arise in the insurance business, or if Erie Indemnity does not perform well in its field, the trustees are at a greater risk of surcharge than if the trust assets were in diverse investments. These circumstances must be factored into Sentinel's fee structure.

H.O. Hirt placed the corporate trustee at the crossroads of all decisions affecting the trusts, with each decision adding to the liability exposure of the corporate trustee. He expected the corporate trustee to be familiar with the business of Erie Indemnity and to always act to keep it in the best of health. These demands require the corporate trustee to be well-informed on all matters affecting Erie Indemnity so that the controlling bloc of Class B shares is properly voted. The fate of Erie Indemnity is the fate of the corporate trustee with all of the parallel risks of corporate litigation.

H.O. Hirt vested the decision to sell Class B shares with the corporate trustee because these shares cannot be sold or exchanged without the affirmative vote of the corporate trustee. The trust cannot be terminated nor any part of the trust corpus distributed without the affirmative vote of the corporate trustee. *Trust Article 4.04, Exhibit S-7*. These provisions impose a continual burden on the corporate trustee to make an informed decision about whether and when to sell/exchange any or all of the Class B shares. These responsibilities create additional liability for the corporate trustee to the beneficiaries and to all stakeholders in Erie Indemnity and must be factored into Sentinel's fee structure.

The corporate trustee is positioned to be the tiebreaking vote in the event there are disputes among individual trustees or with beneficiaries. The corporate trustee is expected to be the calm voice of reason to settle family disputes. Throughout its tenure, including the time period challenged by Ms. Hirt, Sentinel has established productive, working relationships among the various Hirt descendants. There is certainly a value for this service provided by Sentinel to be reflected in its fees.

The period of peace since Sentinel began its service in 2006 does not preclude the present request for a surcharge. Ms. Hirt certainly has the right to challenge the reasonableness of Sentinel's fees via the present Objection. However, she is seeking monetary relief from Sentinel which requires the time and resources of Sentinel to respond and the possibility of

refunding money from its coffers. Hence, Sentinel is exposed to the constant demand for a surcharge by the descendants of H.O. Hirt. The history of familial litigation involving these trusts is well known to all the parties herein.

The public record also reflects a Writ of Summons filed by Ms. Hirt on December 19, 2014 against all three trustees and each board member of Erie Indemnity for an alleged “Breach of Fiduciary Duty.” The merits of this litigation are left for another day, but it is a continuing example of the litigation risks facing the corporate trustee that can be justifiably factored into its fees.

In sum, the trust-specific duties established by the settlor for the corporate trustee create additional risks which are real and legitimate factors in assessing the reasonableness of Sentinel’s fees. This Court accepts the conclusions of Attorney Osmun that Sentinel’s fees for the Second Account period of Ms. Hirt’s trusts are reasonable based on the duties and risks of the engagement.

C. The Market Value Fee Risk

In setting compensation for a trustee, consideration can be given to “the market value of the trust and may determine compensation as a fixed or graduated percentage of the trust’s market value.” 20 Pa.C.S. §7768(d). This Pennsylvania statute embraces what common sense suggests, to-wit, that market value is the fairest basis to compensate for the risks involved in the trusteeship.

Sentinel accepted a risk when it agreed to base its fee alternatively on the value of Class B shares. The base fee provides a distinct incentive for Sentinel to discharge its fiduciary responsibilities in a manner that keeps Erie Indemnity in good health, thereby increasing the market value of the Class A stock and Sentinel’s base fee. Importantly, the trust corpus and dividends also grow which is a direct benefit to the trust beneficiaries. Of course, the opposite is also true. If the market value of the Class A shares declines, so does the benefit to Sentinel and the beneficiaries. Under this arrangement, the trustee and the beneficiaries share the risks and rewards of the trust assets in the marketplace.

It is common within the trust industry to tie a trustee’s compensation to the fair market value of the trust assets. The risk assumed by Sentinel in coupling its base fee to a percentage of the trust’s value in the open market is a valid indicator of a reasonable fee.²

D. The Approval Of Sentinel’s Fees By The Co-Trustees

Another relevant factor in determining the reasonableness of Sentinel’s fees is the position of the co-trustees Vorsheck and Hagan. These two trustees work alongside Sentinel and are familiar with the quantity and quality of the services provided by Sentinel. Vorsheck and Hagan are the beneficiaries under the other H.O. Hirt trusts and together are paying 75% of Sentinel’s fees. Thus, these two trustees know what Sentinel does for the trusts and have a financial interest to ensure that Sentinel’s fees are reasonable.

Vorsheck and Hagan agree that Sentinel’s fee structure is reasonable and have approved the fees for Sentinel that are the subject of Ms. Hirt’s Objection. Vorsheck and Hagan

² By contrast, one of Sentinel’s competitors for this engagement was Wachovia, whose fee structure gave it the option to base its fee on the Consumer Price Index (CPI) or the value of Class A stock, which meant there was no downside risk to Wachovia as it could receive an increased fee based on the CPI when Erie Indemnity was doing poorly in the marketplace.

recognize the risks and intangible factors that are subsumed within Sentinel's fees that Ms. Hirt overlooks.

E. Sentinel's Fees Within Industry Standards

The President and C.E.O. of Sentinel, D. Fort Flowers, testified that the base fee Sentinel charges to Ms. Hirt's trust is the smallest percentage of basis points for any trust which Sentinel serves. According to Mr. Flowers, Sentinel's fees for serving as trustee of the Hirt trusts are about seventy (70) percent less than its standard fee schedule. *See Exhibits S-5 and S-6*. One of the reasons Sentinel could charge a lower base fee is that some of the risk factors it faces are addressed in the other three components of its fee structure, particularly its hourly rate component.

Attorney Osmun corroborated the testimony of Mr. Flowers by opining that Sentinel's fees are at the lower end of industry standards. For the Second Account, Sentinel's total fees amount to 18 basis points of the market value of the trust corpus. From 2006 through 2012, Sentinel's total annual fees have ranged from 18 basis points to 27 basis points. *Joint Stipulation, Exhibit C*. Most large institutional trustees will not serve as a corporate trustee for less than a fee of 25 basis points of the market value of the trust assets. By comparison, Sentinel's fees are reasonable.

To its credit, Sentinel deferred its compensation from 2006 to 2010 when the income from the trust was not sufficient to pay the corporate trustee fees. Sentinel treated its fees as an accrued receivable. Sentinel's decision to defer its compensation meant it decided to forego a sale of Class B shares as authorized by a Voting Trust Agreement approved by this Court and affirmed by the Superior Court in 2004.³ Sentinel's patience in deferring its fees allowed the trust corpus to remain at full value to the benefit of all trust beneficiaries.

IV. MS. HIRT'S OBJECTION

Ms. Hirt did not present any evidence to rebut the presumption of reasonableness of Sentinel's fees. Ms. Hirt did not adduce any evidence to establish what constitutes a reasonable fee for the Second Account. Ms. Hirt never identified what amount of Sentinel's fees is excessive.

The focus of Ms. Hirt's Objection is on the base and hourly fees of Sentinel. Ms. Hirt does not tender any specific objection to the reimbursement of identified expenses or the premium for the Errors and Omissions policy.

In her Objection, Ms. Hirt argues that the base fee charged by Sentinel has created a windfall benefit for Sentinel because of the increased market value of Class A shares. Ms. Hirt maintains that Sentinel's fees should be "decoupled" from the share price of Class A stock because Sentinel allegedly influences the election of directors who approve buyback policies that inflate the market price of Class A shares. *Objection, Paragraphs 11-12*. There was no factual or legal support adduced in support of any of Ms. Hirt's contentions.

Ms. Hirt's attack on Sentinel based on its allegedly improper role in electing members to the Erie Indemnity board of directors who approved stock buyback plans lacks ammunition. As Ms. Hirt knows, Erie Indemnity engaged in stock buyback plans on multiple occasions

³ Ms. Hirt was the appellant before the Superior Court in that matter.

before Sentinel became the corporate trustee. It is not uncommon for a publicly traded corporation to buy its stock in the marketplace.

There was no evidence presented that Erie Indemnity buying its Class A stock during Sentinel's tenure caused any artificial growth in the value of Class A stock between 2006 and 2012. There is no evidence that the buyback policies of Erie Indemnity, when in effect, overrode all other market factors in determining the price of Class A shares.

There was no evidence presented that Sentinel engaged in any activities that inappropriately influenced the election of the directors for the Erie Indemnity board or that Sentinel packed the board with directors who favored buyback policies.

All trust decisions must be made by a majority of trustees. For Ms. Hirt's argument to prevail there must be proof that Vorsheck and/or Hagan were part of Sentinel's fee inflating agenda in voting for directors. It is not in the financial interests of Vorsheck or Hagan nor consistent with their fiduciary responsibilities to vote for directors of Erie Indemnity whose conduct will be detrimental to the beneficiaries. All votes for director candidates of Erie Indemnity, whether the candidate was proposed by Sentinel or a board member, received the unanimous approval of the three Hirt trustees thereby eviscerating Ms. Hirt's allegation about Sentinel's board-packing scheme.

There was also no evidence presented by Ms. Hirt of any misfeasance or malfeasance by Sentinel that would have caused its fees to be improper or excessive. This is not a case where Sentinel is charging for the time and resources spent correcting one of its errors. By contrast, there is ample evidence that Sentinel acted during its tenure to keep Erie Indemnity in the best of health.

The only testimony Ms. Hirt proffered was her own. Ms. Hirt is a bright person and certainly knowledgeable about the family trusts and Erie Indemnity. However, when the dust settled, what remained was her uncorroborated opinion that three other fee structures are better options.

Ms. Hirt contends that Sentinel's fee structure should be tied to the book value of Erie Indemnity Company instead of the market value of Class A shares. Alternatively, she suggests the corporate trustee should be paid on a services rendered basis or for a flat fee. None of these alternatives were mentioned in Ms. Hirt's Objection and therefore her testimony was a form of ambush at trial, which alone is valid reason to disregard her suggestions.

The lack of merit is a better reason to reject these alternatives. Ms. Hirt did not present any evidence that her proffered fee structures were accepted or utilized in the corporate trustee field. Ms. Hirt did not identify any corporate trustee willing to meet the atypical risks posed by the Hirt trusts on any of her proffered fee structures.

Ms. Hirt argues it is wrong that Sentinel's base fee increased during a time period when the book value of Erie Indemnity decreased. For that reason, Ms. Hirt believes the base fee should be tied to the book value and not the market value of the trust corpus. Rather than decouple Sentinel's base fee from the value of Class A shares, Ms. Hirt now wants to recouple it to a different measurement.

Her argument is flawed because book value can seldom be a valid measurement of the true value of the trust corpus and thus it cannot realistically compensate for the risks assumed by the corporate trustee. It does not make economic sense for a corporate trustee

to base its fee on accounting principles disconnected to the true market value of the trust corpus. The reality is that the marketplace, which involves a willing seller and buyer, is recognized in the corporate trustee field and in Pennsylvania law as a favored basis for determining compensation. See 20 Pa. C.S. §7768(d); *see also Estate of Schwenk*, 490 A.2d 428,432 (Pa. 1985).

Ms. Hirt's services rendered or flat fee proposals are unrealistic as they do not account for the atypical risks facing the corporate trustee. The history of litigation within these trusts, combined with the external risks associated with Erie Indemnity, makes it infeasible for a corporate trustee to work on a services rendered or flat fee basis.

One last concern of Ms. Hirt needs to be addressed. Ms. Hirt posits that Sentinel's "compensation has multiplied within several years with no additional duties or responsibilities. This compensation represents a windfall for Sentinel and a waste of trust assets." *Objection, Paragraph 11.*

Sentinel's fees have not "multiplied within several years." In fact, Sentinel's total fees for 2012 are less than its first year of service in 2006. Sentinel's hourly fees have decreased every year thus its hourly fees for 2012 are the lowest amount in Sentinel's seven years of service.

The other components of Sentinel's fees have fluctuated based on a variety of factors, some of which are out of Sentinel's control. To the extent Sentinel's base fee has increased because of the increase in value of Class B stock, that is a reward for a risk Sentinel took. The downside risk is that Sentinel's fees could decline with any drop in value of Class B shares. While the duties and responsibilities of Sentinel may not have changed significantly, neither has the risks and liabilities Sentinel faces. In fact, Sentinel's liability exposure increases as the market value of the trust corpus increases. To date, this arrangement has worked well for the beneficiaries because the value of the trust corpus has increased and dividends distributed to the beneficiaries.

CONCLUSION

Time has proven the viability of Sentinel's fee structure. The inherent flexibility of its fee structure allows Sentinel to meet the unique duties and demands H.O. Hirt placed on the corporate trustee. It is prudent, and likely the only way to retain a suitable trustee, to factor into the fee structure the risks and liability facing the corporate trustee. It is sensible to tie Sentinel's base fee to the market value of the trust assets thereby creating a financial incentive for the corporate trustee that so far has worked for the trust beneficiaries. Ms. Hirt's alternative fee structures are not a realistic fit for these atypical trusts.

For all of the reasons stated, Sentinel's fees for the Second Account are reasonable and affirmed by the accompanying order.

ORDER

AND NOW, to-wit, this 23rd day of March, 2015, for the reasons set forth in the accompanying Opinion, it is hereby ORDERED as follows:

- I) Consistent with the express intent of H.O. Hirt, Sentinel "shall be entitled to receive annual compensation for its services hereunder in accordance with its schedule in effect when the services are performed, but not in excess of such compensation as would be approved by a court of competent jurisdiction." Trust

Agreement, Article 4.05.

- II) The Objection of Laurel A. Hirt to the Second and Intermediate Account is **OVERRULED.**
- III) Sentinel's fees for the Second and Intermediate Account are reasonable and hereby approved.
- IV) The Second and Intermediate Account for Ms. Hirt's trust is confirmed absolutely, with all balances to be paid forthwith in accordance with the schedule of distribution set forth by the trustees.
- V) The trustees are released from liability for all matters relating to Sentinel's fee structure and/or its fees from January 1, 2006 to December 31, 2012.

BY THE COURT:

/s/ **WILLIAM R. CUNNINGHAM, JUDGE**

CHANGE OF NAME NOTICE

In the Court of Common Pleas of Erie County, Pennsylvania
Docket No. 11149-15

In re: Jenny Hess

Notice is hereby given that a Petition has been filed in the above named Court requesting an Order to change the name of Jenny Lee Hess to Jenny Lee Orloff.

The Court has fixed the 22nd day of May, 2015 beginning at 2:00 p.m. in Courtroom G, Room 222 of the Erie County Courthouse, 140 W. 6th St., Erie, PA 16501 as the time and place for the hearing on said Petition, when and where all interested parties may appear and show cause, if any they have, why the prayer of the Petitioner should not be granted.

Apr. 17

INCORPORATION NOTICE

NOTICE is hereby given that John Allin Consulting, Inc. has been incorporated under the provisions of the Business Corporation Law of 1988.

Craig A. Zonna, Esq.
Elderkin Law Firm
150 E. 8th St.
Erie, PA 16501

Apr. 17

INCORPORATION NOTICE

Notice is hereby given that Articles of Incorporation were filed with the Department of State for Funk's Fresh Bread Inc., a corporation organized under the Pennsylvania Business Corporation Law of 1988.

Apr. 17

LEGAL NOTICE

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 2014-13315

MICHAEL J. VISNOSKY AND
PATRICIA VISNOSKY, his wife,
Plaintiffs

v.

BARNES & NOBLE,
INC., BARNES & NOBLE
BOOKSELLERS, LP, BARNES &
NOBLE BOOKSELLERS, INC.,
BARNES & NOBLE COLLEGE
BOOKSELLERS, LLC, 95

LINDEN LIMITED LIABILITY
COMPANY, JACOB REALTY
#2 LIMITED LIABILITY
COMPANY, 82 ROCKAWAY
LIMITED LIABILITY COMPANY
and JN 3613, LLC, Defendants

NOTICE

TO: 95 Linden Limited Liability Company, Jacob Realty #2 Limited Liability Company, and JN 3613, LLC, 1860 Flatbush Avenue, Brooklyn, NY 11210

YOU ARE HEREBY NOTIFIED that, Plaintiffs, Michael J. Visnosky and Patricia Visnosky, filed a Writ of Summons against you in the Court of Common Pleas of Erie County Pennsylvania, at Docket No. 2014-13315.

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.

LAWYERS REFERRAL &
INFORMATION SERVICE
P.O. Box 1792
Erie, Pennsylvania 16507
(814) 459 4411

Knox McLaughlin Gornall &
Sennett, P.C.

Bryan G. Baumann, Esq.
120 West Tenth Street
Erie, Pennsylvania 16501
(814) 459-2800

Attorney for Plaintiffs,
Michael J. Visnosky and
Patricia Visnosky

Apr. 17

LEGAL NOTICE

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE
IN THE COURT OF COMMON
PLEAS OF ERIE COUNTY,
PENNSYLVANIA
CIVIL ACTION - LAW
COURT OF COMMON PLEAS
CIVIL DIVISION
ERIE COUNTY
No. 10159-15

PENNYMAC CORP., Plaintiff
vs.

EDWARD STUMPF, in his
capacity as Heir of FRANCINE A.

GRACE, Deceased
UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS, AND
ALL PERSONS, FIRMS, OR
ASSOCIATIONS CLAIMING
RIGHT, TITLE OR INTEREST
FROM OR UNDER FRANCINE
A. GRACE, DECEASED,

Defendants

NOTICE

To UNKNOWN HEIRS,
SUCCESSORS, ASSIGNS, AND
ALL PERSONS, FIRMS, OR
ASSOCIATIONS CLAIMING
RIGHT, TITLE OR INTEREST
FROM OR UNDER FRANCINE
A. GRACE, DECEASED

You are hereby notified that on January 22, 2015, Plaintiff, PENNYMAC CORP., filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of Erie County Pennsylvania, docketed to No. 10159-15. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 3024 MARVIN AVENUE, ERIE, PA 16504-1136 whereupon your property would be sold by the Sheriff of ERIE County. You are hereby notified to plead to the above referenced Complaint on

or before 20 days from the date of this publication or a Judgment will be entered against you.

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 NOTICE 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.

Notice to Defend:

Lawyer Referral & Information

Service

P.O. Box 1792

Erie, PA 16507

Telephone (814) 459-4411

Apr. 17

LEGAL NOTICE

Notice is hereby given that any individuals, who have had weapons confiscated from January 1, 2011, through December 31, 2011, by Court Order from Protection from Abuse Order have thirty (30) days from the date of this publication to respond in person to take possession of their weapons.

The Sheriff will dispose of all unclaimed weapons after thirty (30) days of the date of said notice.

Sheriff John T. Loomis

Apr. 3, 10, 17

LEGAL NOTICE

MARSHAL'S SALE: By virtue of a Writ of Execution issued out of the United States District Court for the Western District of Pennsylvania and to me directed, I shall expose to public sale the real property located at 1116 Birch Street, Lake City, PA 16423 being more fully described at Erie County Deed Book Volume 759, Page 1.

SAID SALE to be held at the **ERIE COUNTY COURTHOUSE, 140 W. SIXTH STREET, ROOM 209, ERIE, PA at 10:00 a.m.** prevailing, standard time, on **MAY 11, 2015.**

All that certain tract of land, together with the buildings, and improvements erected thereon described as Tax Map No. 28005006700600 recorded in Erie County, Pennsylvania. Seized and taken in execution as the property of Jessica A. Pasquarello aka Jessica A. Pettigrew, at the suit of the United States of America, acting through the Under Secretary of Rural Development, on behalf of Rural Housing Service, United States Department of Agriculture, to be sold on Writ of Execution as Civil Action No. 14-225-Erie.

TERMS OF SALE: Successful bidder will pay ten percent (10%) by certified check or money order upon the property being struck down to such bidder, and the remainder of the bid within thirty (30) days from the date of the sale and in the event the bidder cannot pay the remainder, the property will be resold and all monies paid in at the original sale will be applied to any deficiency in the price at which the property is resold. The successful bidder must send payment of the balance of the bid directly to the U.S. Marshal's Office c/o Sheila Blessing, 700 Grant Street, Suite 2360, Pittsburgh, PA 15219. Bidder must have deposit funds immediately available and on his person in order to bid, bidder will not be permitted to leave the sale and return with deposit funds. Notice is hereby given that a Schedule of distribution will be filed by me on the thirtieth (30th) day after the date of sale, and that distribution will be made in accordance with

the Schedule unless exemptions are filed thereto within ten (10) days thereafter. Purchaser must furnish State Realty Transfer Tax Stamps, and stamps required by the local taxing authority. Marshal's costs, fees and commissions are to be borne by seller. Steve Frank, United States Marshal. For additional information, please contact Cathy Diederich at 314-457-5514 or the USDA foreclosure website at www.resales.uds.gov.

Apr. 10, 17, 24 and May 1

AUDIT LIST
NOTICE BY
KENNETH J. GAMBLE

Clerk of Records,
Register of Wills and Ex-Officio Clerk of
the Orphans' Court Division, of the
Court of Common Pleas of Erie County, Pennsylvania

The following Executors, Administrators, Guardians and Trustees have filed their Accounts in the Office of the Clerk of Records, Register of Wills and Orphans' Court Division and the same will be presented to the Orphans' Court of Erie County at the Court House, City of Erie, on **Monday, April 27, 2015** and confirmed Nisi.

May 21, 2015 is the last day on which Objections may be filed to any of these accounts.

Accounts in proper form and to which no Objections are filed will be audited and confirmed absolutely. A time will be fixed for auditing and taking of testimony where necessary in all other accounts.

<u>2015</u>	<u>ESTATE</u>	<u>ACCOUNTANT</u>	<u>ATTORNEY</u>
94.	Craig A. Rodgers	Susanne S. Rodgers, Executrix	Philip B. Friedman, Esquire
95.	Lillian E. Briody, a/k/a	Richard Briody, Rita L. Briody, Lily Anna Briody Co-Administrators	Darlene M. Vlahos, Esquire
96.	Raymond B. Czupkowski	Donald A. Czupkowski, Administrator	Darlene M. Vlahos, Esquire
97.	Michael J. Bebko	Betty L. Bednar, Administratrix	Colleen R. Stumpf, Esquire

KENNETH J. GAMBLE
Clerk of Records
Register of Wills &
Orphans' Court Division

Apr. 17, 24

ESTATE NOTICES

Notice is hereby given that in the estates of the decedents set forth below the Register of Wills has granted letters, testamentary or of administration, to the persons named. All persons having claims or demands against said estates are requested to make known the same and all persons indebted to said estates are requested to make payment without delay to the executors or their attorneys named below.

FIRST PUBLICATION

**BRUGGER, PATRICIA C.,
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania
Executrix: Michele Brugger Orlando, c/o 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508
Attorney: Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

**BUFFALARI, WILLIAM, a/k/a
WILLIAM BUFALARI, JR.,
deceased**

Late of the City of Erie
Executor: Jack M. Gornall, 17 Niagara Pier, Erie, PA 16507
Attorney: Michael A. Fetzner, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**DeARMENT, AUDREY J.,
deceased**

Late of the City of Erie, Erie County, Commonwealth of Pennsylvania
Co-Executors: Carol J. DeArment & Patricia J. Toth, c/o Thomas C. Hoffman II, Esq., 120 West Tenth Street, Erie, PA 16501
Attorney: Thomas C. Hoffman II, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**DRISCOLL, DANIEL M.,
deceased**

Late of the Township of Millcreek, Erie County, Pennsylvania
Executrix: Linda Foll Johnson, c/o William J. Hathaway, Esquire, 1903 West 8th Street, PMB#261, Erie, Pennsylvania 16505
Attorney: William J. Hathaway, Esquire, 1903 West 8th Street, PMB#261, Erie, Pennsylvania 16505

**IESUE, NANCY M., a/k/a
ANUNZIATTA IESUE,
deceased**

Late of the City of Erie, Erie County, PA
Executrix: Concetti Bucci, c/o 120 West Tenth Street, Erie, PA 16501
Attorney: Christine Hall McClure, Esquire, Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**KRASNESKY, DAVID
BERNARD,
deceased**

Late of the City of Erie, County of Erie and State of Pennsylvania
Executor: Lori Jean Krasnesky, c/o Howard A. Hain, Esq., 821 State Street, Erie, PA 16501
Attorney: Howard A. Hain, Esquire, 821 State Street, Erie, PA 16501

**LACHOWSKI, JOSEPHINE
THERESA, a/k/a JOSEPHINE T.
LACHOWSKI,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executrix: Jo Ann Chrostowski, c/o 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508
Attorney: Darlene M. Vlahos, Esquire, 3305 Pittsburgh Avenue, Erie, Pennsylvania 16508

**POLATAS, MARY JO,
deceased**

Late of Millcreek Township, Erie County, Pennsylvania
Executrix: Susan Kelly, 4519 Antoinette Court, Erie, PA 16506
Attorney: Frances A. McCormick, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**SHAUBERGER, HELEN I.,
deceased**

Late of the Borough of Albion, County of Erie, Commonwealth of Pennsylvania
Executor: Ellen M. Carr, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506
Attorney: Scott L. Wallen, Esquire, Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**VEIT, ROSE MARY,
deceased**

Late of the City of Erie, Erie County, Pennsylvania
Executrix: Nancy Veit, 1303 Anna Court, Erie, PA 16504
Attorney: Frances A. McCormick, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**WAGNER, BRIAN FRANK,
a/k/a BRIAN F. WAGNER, a/k/a
BRIAN WAGNER,
deceased**

Late of the Township of McKean, County of Erie, State of Pennsylvania
Administrator C.T.A.: Marvin F. Wagner, 9280 Townhall Road, Wattsburgh, PA 16442
Attorney: James R. Steadman, Esq., 24 Main St. E., PO Box 87, Girard, PA 16417

SECOND PUBLICATION

**BAILEY, FORD JAMES,
deceased**

Late of the Township of Springfield, County of Erie and Commonwealth of Pennsylvania
Executor: Mark A. Bailey
Attorney: Thomas J. Minarcik, Esquire, Elderkin Law Firm, 150 East 8th Street, Erie, PA 16501

**BENTZ, WARREN W.,
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania
Executor: James W. Bentz, 30 Mayfair Drive, Pittsburgh, PA 15228-1104
Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**BLAIR, RUTH C.,
deceased**

Late of the Township of Millcreek, Erie County, PA
Executrix: Janet C. Carter, c/o 120 West 10th Street, Erie, PA 16501
Attorney: Christine Hall McClure, Esquire, Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**DeARMENT, WAYNE C.,
deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania
Executor: Gary H. Nash, c/o Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507
Attorney: Gary H. Nash, Esq., Yochim, Skiba & Nash, 345 West Sixth Street, Erie, PA 16507

**DZURICKY, JOHN MATTHEW,
deceased**

Late of the Township of Millcreek, County of Erie, Pennsylvania
Executrix: Katherine Ann Ditrich, c/o 150 East 8th Street, Erie, PA 16501
Attorney: Gregory L. Heidt, Esquire, 150 East 8th Street, Erie, PA 16501

**HOLLAND, TIMOTHY J.,
deceased**

Late of Millcreek Township, County of Erie, Commonwealth of Pennsylvania
Co-Executors: Linda C. Spronatti, Michael J. Holland and Thomas P. Holland, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506
Attorney: James F. Toohey, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**MACIOLEK, TADEUSZ,
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania
Executor: Henry T. Maciolek, 955 Fair Ave., Erie, PA 16511
Attorney: John E. Gomolchak, Esq., 3854 Walker Blvd., Erie, PA 16509

**MULLEN, JAMES E.,
deceased**

Late of the Township of Lawrence Park, County of Erie and Commonwealth of Pennsylvania
Executor: James M. Mullen
Attorney: James H. Richardson, Jr., Esq., Elderkin Law Firm, 150 East 8th Street, Erie, PA 16501

**PERINO, VERNA, a/k/a
VERNA L. PERINO,
deceased**

Late of Millcreek Township, Erie County, Pennsylvania
Executrix: Patricia Ann Dougherty, 2033 Picadilli Hill Road, Corry, Pennsylvania 16407
Attorney: John R. Falcone, Esq., 4845 West Lake Road, Erie, Pennsylvania 16505

**STAFFORD, MARY, a/k/a
MARY M. STAFFORD,
deceased**

Late of the Township of Washington, County of Erie, State of Pennsylvania
Executor: James Stafford, 11458 Martin Road, Waterford, Pennsylvania 16441
Attorney: Grant M. Yochim, Esq., 24 Main St. E., PO Box 87, Girard, PA 16417

THIRD PUBLICATION

**ADAMS, SHIRLEY M.,
deceased**

Late of Harborcreek Township
Administratrix: Nancy Maxeiner, c/o Attorney Terrence P. Cavanaugh, 3336 Buffalo Road, Erie, PA 16510
Attorney: Terrence P. Cavanaugh, 3336 Buffalo Road, Erie, PA 16510

**GRIMM, BEATRICE H.,
deceased**

Late of the Township of Fairview, County of Erie, and Commonwealth of Pennsylvania
Executor: Beatus M. Grimm
Attorney: Thomas J. Buseck, Esquire, The McDonald Group, LLP, 456 West Sixth Street, Erie, PA 16507-1216

**GRUBBS, JOHN W., a/k/a
JOHN WILLIAM GRUBBS,
deceased**

Late of the City of Erie, Erie County, Pennsylvania
Executrix: Sharon E. Gerlach, 5680 Grubb Road, Erie, PA 16506
Attorney: Jeremy C. Wegley, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**HELFFRICH, JEAN M.,
deceased**

Late of Harborecreek Township
Administrator: Steven C. Helffrich, c/o Attorney Terrence P. Cavanaugh, 3336 Buffalo Road, Erie, PA 16510
Attorney: Terrence P. Cavanaugh, 3336 Buffalo Road, Erie, PA 16510

**HENRY, ELIZABETH F., a/k/a
ELIZABETH FERN HENRY,
deceased**

Late of the Township of Harborecreek, County of Erie and State of Pennsylvania
Executor: Brian L. Henry, 9703 Wildman Road, North East, PA 16428
Attorney: Edwin W. Smith, Esq., Shapira, Hutzelman, Smith & Walsh, 305 West Sixth Street, Erie, PA 16507

**HESS, CAMILLE M., a/k/a
CAMILLE M. LANIEWICZ
HESS,
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Administratrix: Julie L. Hunt, c/o Sterrett Mott Breski & Shimek, 1001 State Street, Suite 1400, Erie, PA 16501
Attorney: John J. Shimek, III, Esq., Sterrett Mott Breski & Shimek, 1001 State Street, Suite 1400, Erie, PA 16501

**HESS, JAMES L.,
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Administratrix: Julie L. Hunt, c/o Sterrett Mott Breski & Shimek, 1001 State Street, Suite 1400, Erie, PA 16501
Attorney: John J. Shimek, III, Esq., Sterrett Mott Breski & Shimek, 1001 State Street, Suite 1400, Erie, PA 16501

**HINKLER, RAYMOND E.,
deceased**

Late of Harborecreek Township
Administrator: Philip L. Hinkler, c/o Attorney Terrence P. Cavanaugh, 3336 Buffalo Road, Erie, PA 16510
Attorney: Terrence P. Cavanaugh, 3336 Buffalo Road, Erie, PA 16510

**JORDAN, JIMMIE LEE,
deceased**

Late of the City of Erie, Commonwealth of Pennsylvania
Executor: Teresa Jordan, c/o Joseph P. Vendetti, Esquire, 3820 Liberty Street, Erie, Pennsylvania 16509
Attorney: Joseph P. Vendetti, Esq., Vendetti & Vendetti, 3820 Liberty Street, Erie, PA 16509

**MARASCO, RICHARD M.,
a/k/a RICHARD MARASCO,
a/k/a R.M. MARASCO,
deceased**

Late of the Township of Fairview, County of Erie, State of Pennsylvania
Executor: Mark J. Marasco, 17 Robinson Place, Shrewsbury, NJ 07702
Attorney: Grant M. Yochim, Esq., 24 Main St. E., PO Box 87, Girard, PA 16417

**McBRIDE, MARTHA L.,
deceased**

Late of the City of Erie, Erie County, Commonwealth of Pennsylvania
Executor: Richard A. McBride, II, c/o Jeffrey D. Scibetta, Esquire, 120 West Tenth Street, Erie, PA 16501
Attorney: Jeffrey D. Scibetta, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**McKELLOP, JANE ANNETTE,
a/k/a JANE A. McKELLOP,
deceased**

Late of the City of Meadville, County of Crawford and State of Pennsylvania
Executor: John A. McKellop, III, 32798 Shaffer Road, Guys Mills, PA 16327
Attorney: Edwin W. Smith, Esq., Shapira, Hutzelman, Smith & Walsh, 305 West Sixth Street, Erie, PA 16507

**MEAD, EDWARD M.,
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Executor: John J. Mead, 800 Dutch Road, Fairview, PA 16415-1629
Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**MELVIN, MARY A.,
deceased**

Late of the Township of Millcreek
Executor: Richard DiMattio, c/o 731 French Street, Erie, PA 16501
Attorney: Angelo P. Arduini, Arduini, Jewell and Karn, 731 French Street, Erie, PA 16501

**MOLLO, MYRTLE E., a/k/a
MYRTLE FISHER KACHAYLO
MOLLO,
deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania
Executor: Russell Don Mollo, c/o Sterrett Mott Breski & Shimek, 1001 State Street, Suite 1400, Erie, PA 16501
Attorney: John J. Shimek, III, Esq., Sterrett Mott Breski & Shimek, 1001 State Street, Suite 1400, Erie, PA 16501

**PARADISE, SHIRLEY A., a/k/a
SHIRLEY ANNE PARADISE
a/k/a SHIRLEY EISWEIRTH
PARADISE,
deceased**

Late of the Township of McKean,
County of Erie, Commonwealth of
Pennsylvania

Executor: Mark J. Paradise, c/o
Sterrett Mott Breski & Shimek,
1001 State Street, Suite 1400,
Erie, PA 16501

Attorney: John J. Shimek, III,
Esq., Sterrett Mott Breski &
Shimek, 1001 State Street, Suite
1400, Erie, PA 16501

**SIGRIST, CONSTANCE N.,
deceased**

Late of Harborcreek Township,
Erie County, Commonwealth of
Pennsylvania

Co-Executors: Brian James
Sigrist and Gwen Rene Eisaman,
c/o Leigh Ann Orton, Esquire, 11
Park Street, North East, PA 16428

Attorney: Leigh Ann Orton,
Esq., Knox McLaughlin Gornall
& Sennett, P.C., 11 Park Street,
North East, PA 16428

**SNIPPET, ELIZABETH J.,
deceased**

Late of the City of Erie, County
of Erie, Commonwealth of
Pennsylvania

Co-Executors: Mark A. Snippet
and Edward C. Snippet, Jr., c/o
Sterrett Mott Breski & Shimek,
1001 State Street, Suite 1400,
Erie, PA 16501

Attorney: John J. Shimek, III,
Esq., Sterrett Mott Breski &
Shimek, 1001 State Street, Suite
1400, Erie, PA 16501

**STACHEWICZ, THERESA
MARIE, a/k/a THERESA M.
STACHEWICZ, a/k/a THERESA
STACHEWICZ,
deceased**

Late of the City of Erie, County
of Erie, Commonwealth of
Pennsylvania

Administratrix: Amber
Kendziora, c/o 333 State Street,
Suite 203, Erie, PA 16507

Attorney: Wayne G. Johnson, Jr.,
Esquire, 333 State Street, Suite
203, Erie, PA 16507

**STEPHENSON, LEROY E.,
deceased**

Late of the Township of
Harborcreek, County of Erie and
Commonwealth of Pennsylvania

Executor: Kent L. Stephenson,
7482 Dutton Road, Harborcreek,
PA 16421

Attorney: None

**SZUL, GERALD J., SR.,
deceased**

Late of Lawrence Park Township,
Pennsylvania

Administrator: Gerald J. Szul, Jr.,
c/o David W. Bradford, Esq., 731
French Street, Erie, PA 16501

Attorney: David W. Bradford,
Esq., 731 French Street, Erie, PA
16501

**TATE, QUAYSHAWN
DAYMERE,
deceased**

Late of the City of Erie, County
of Erie and Commonwealth of
Pennsylvania

Administrator: Danisha E.
Goodwine

Attorney: William F. Goodrich,
Esq., Goodrich & Geist, PC 3634
California Ave., Pittsburgh, PA
15212

**VASSAR, REGINALD LEVI,
a/k/a REGINALD L. VASSAR,
deceased**

Late of Millcreek Township,
County of Erie, Commonwealth
of Pennsylvania

Executor: Barbara S. Butler, 145
Stewart Run Rd., Waynesburg,
PA 15370

Attorney: None

**VAVRECK, ROSALIND M.,
deceased**

Late of the Township of Millcreek,
Erie County, Pennsylvania

Executor: James J. Vavreck, c/o
Robert C. Ward, Esq., 307 French
Street, Erie, Pennsylvania 16507

Attorney: Robert C. Ward,
Esq., 307 French Street, Erie,
Pennsylvania 16507

**WALDEMARSON, ESTHER K.,
deceased**

Late of the Township of
Harborcreek, County of Erie,
Pennsylvania

Administrator: Patricia Cousins,
c/o Robert C. Brabender, Esq.,
2741 West 8th Street, Suite 16,
Erie, PA 16505

Attorney: Robert C. Brabender,
Esquire, 2741 West 8th Street,
Suite 16, Erie, PA 16505

**WAY, RICHARD,
deceased**

Late of the City of Erie

Administratrix: Denise Engro
Way

Attorney: John F. Mizner,
201 German Street, Erie,
Pennsylvania 16507

**WHIPPLE, AGNES,
deceased**

Late of the City of Erie, County
of Erie, Commonwealth of
Pennsylvania

Administratrix: Joanne M.
Babay, c/o Sterrett Mott Breski &
Shimek, 1001 State Street, Suite
1400, Erie, PA 16501

Attorney: John J. Shimek, III,
Sterrett Mott Breski & Shimek,
1001 State Street, Suite 1400,
Erie, PA 16501

**WHIPPLE, DORIS J.,
deceased**

Late of the City of Erie, County
of Erie and Commonwealth of
Pennsylvania

Co-Administrators: Christine
A. Montgomery and Timothy J.
Whipple, c/o 504 State Street,
Suite 300, Erie, PA 16501

Attorney: Alan Natalie, Esquire,
504 State Street, Suite 300, Erie,
PA 16501

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CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS

KHADIJA W. HORTON ----- (814) 451-6322
Public Defender's Office ----- (f) (814) 451-6513
509 Sassasfras Street
Erie, PA 16507 ----- *khorton@eriecountygov.org*

DAVID S. WILLOUGHBY ----- (585) 362-4519
Woods Oviatt Gilman LLP ----- (f) (585) 362-4619
2 State Street, 700 Crossroads Bldg.
Rochester, NY 14614 ----- *dwilloughby@woodsoviatt.com*

MICHAEL W. HARMON ----- (814) 651-3608
5321 Loomis St., No. 96
North East, PA 16428 ----- *harmon603@hotmail.com*

SUSAN FUHRER KARDOS ----- (814) 881-9083
1528 Fairway Drive
Erie, PA 16505 ----- *sreiter7760@gmail.com*

NEW EMAIL ADDRESS

CHESTER VENDETTI ----- *cjvendetti@gmail.com*

LOOKING FOR A LEGAL AD PUBLISHED IN ONE OF PENNSYLVANIA'S LEGAL JOURNALS?



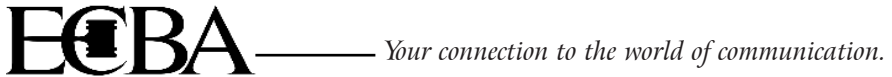
► Look for this logo on the Erie County Bar Association website as well as Bar Association and Legal Journal websites across the state.

► It will take you to THE website for locating legal ads published in counties throughout Pennsylvania, a service of the Conference of County Legal Journals.

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Erie County Bar Association

Videoconferencing Services



WHAT IS VIDEOCONFERENCING?

Videoconferencing, sometimes called teleconferencing, brings together people at different locations around the country and around the world. Our videoconferencing site can connect with one location or with multiple locations, providing an instantaneous connection to facilitate meetings, interviews, depositions and much more.

WHY USE VIDEOCONFERENCING?

Business can be conducted without the expense and inconvenience of travel, overnight accommodations and time out of the office.

WHAT ARE SOME OF THE COMMON USES OF VIDEOCONFERENCING?

Depositions, employment interviews, seminars, training sessions - the list of possibilities is endless.

I'M NOT FAMILIAR WITH VIDEOCONFERENCING.

CAN I SEE HOW IT WORKS?

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HOW DO I SCHEDULE THE USE OF THE ECBA'S VIDEOCONFERENCING SERVICES?

It's very easy. Just call the ECBA at 814-459-3111 or email sbsmith@eriebar.com. We will check availability of our space and handle all of the details for you, including locating convenient sites in the other location(s) you wish to connect with - all included in our hourly rate.

WHAT DOES IT COST?

RATES:

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