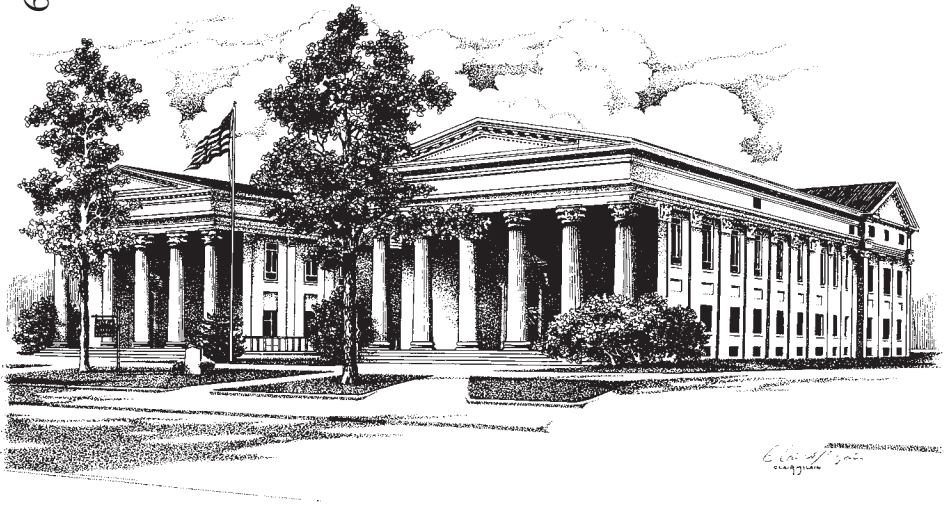


Erie  
County  
Legal  
Journal

November 29, 2019

Vol. 102 No. 48



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102 ERIE 160 - 168

PA State Police Bureau of Liquor Control Enforcement v. Fulton Athletic Club

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# Erie County Legal Journal

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

Managing Editor: Megan E. Anthony

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## INDEX

<b>OPINION</b> .....	5
<b>COURT OF COMMON PLEAS</b>	
Change of Name Notices .....	15
Legal Notices .....	15
<b>ORPHANS' COURT</b>	
Estate Notices .....	17
<b>CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS</b> .....	21

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# Erie County Bar Association

## Calendar of Events and Seminars

### WEDNESDAY, DECEMBER 4, 2019

ECBA Annual Membership Meeting & CLE  
Lake Shore Country Club  
Registration - 2:00 p.m.

*Proficient Legal Writing — A Judge's Perspective*  
2:15 p.m. - 3:45 p.m.

\$70 (ECBA members), \$90 (non-members)  
1.5 hour substantive

Transfer break - 3:45 p.m. - 4:00 p.m.

*Avoiding Malpractice*

4:00 p.m. - 5:00 p.m.

\$47 (ECBA members), \$60 (non-members)  
1 hour ethics

*followed by*

Social "Hour" - 5:00 p.m. - 5:30 p.m.

Business Meeting - 5:30 p.m. - 6:30 p.m.

Cocktail Party - 6:30 - 7:30 p.m.

### THURSDAY, DECEMBER 5, 2019

ECBA Video Replay

*No One Makes It Out Unscathed: The Effects of  
Personal Trauma and Stress On Our Lives*

ECBA Headquarters

4:00 p.m. - 5:00 p.m.

\$47 (ECBA members)

\$60 (non-members)

1 hour ethics

### TUESDAY, DECEMBER 10, 2019

Annual Senior Lawyers Division Holiday Lunch  
Noon  
The Erie Club

### TUESDAY, DECEMBER 10, 2019

Family Law Section Meeting  
Noon  
Judge Walsh's Courtroom

### FRIDAY, DECEMBER 13, 2019

ECBA Video Replay

*Special Needs Trusts*

12:00 p.m. - 1 p.m.

\$47 (ECBA members)

\$60 (non-members)

1 hour substantive

### TUESDAY, DECEMBER 17, 2019

AKT 5K Marketing Committee Meeting  
8:30 a.m.

ECBA Headquarters

### TUESDAY, DECEMBER 17, 2019

ECBA Video Replay

*Essential Information for Attorneys & Judges  
Regarding IOLTA*

ECBA Headquarters

1:30 p.m. - 2:30 p.m.

\$47 (ECBA members)

\$60 (non-members)

1 hour ethics

### WEDNESDAY, DECEMBER 18, 2019

ECBA Board of Directors Meeting  
4:30 p.m.  
Erie Yacht Club



Erie County Bar  
Association



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

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**PENNSYLVANIA STATE POLICE BUREAU  
OF LIQUOR CONTROL ENFORCEMENT**

**v.**

**FULTON ATHLETIC CLUB, 1309 EAST 9TH STREET, ERIE, PA 16503-1748**

*LIQUOR CONTROL BOARD / STANDARD OF REVIEW*

A trial court is “required to conduct a *de novo* review and, in the exercise of its statutory discretion, to make its own findings and conclusions.”

*LIQUOR CONTROL BOARD / STANDARD OF REVIEW*

Moreover, a trial court can sustain, alter, change, modify or amend the PLCB’s action whether or not a trial court makes findings which are materially different from those found by the PLCB.

*LIQUOR CONTROL BOARD / STANDARD OF REVIEW*

“[T]he trial court has discretion in adopting as its own the findings of fact, conclusions of law and any penalty imposed by the Administrative Law Judge.”

*EVIDENCE / PREPONDERANCE OF EVIDENCE*

Preponderance of the evidence is the appropriate burden of proof. To satisfy a preponderance of the evidence standard, a party must present “the greater weight of the evidence,” or “tip the scale slightly.”

*LOCAL OPTION SMALL GAMES OF CHANCE ACT / VIOLATIONS*

Statutory law is clear that a violation under the LOSGCA is not a violation under the Liquor Code License law: “Except as provided in paragraph (2), a violation of this act by a club licensee shall not constitute a violation of the Liquor Code.” 10 P.S. §328.702(g)(1).

*LIQUOR LICENSES / EXPIRATION; LOSS OF INTEREST*

Interest in a Liquor License is lost when the Liquor Code quota vacancy is filled by a third party good faith purchaser.

*PROFESSIONAL LICENSES / RETENTION OF INTEREST AFTER REVOCATION,  
SUSPENSION, LAPSE, OR EXPIRATION*

Professional licensees retain a property interest in their professional licenses after their professional licenses are expired.

*PROFESSIONAL LICENSES / RETENTION OF INTEREST; RENEWAL*

Professional licensees retain an interest in non-renewed licenses subject to renewal at any time by paying the proper renewal fees.

*PROFESSIONAL LICENSES / RETENTION OF INTEREST*

Professional licensees retain a proprietary interest in inactive professional licenses.

*PROFESSIONAL LICENSES / RETENTION OF INTEREST; RENEWAL*

Professional licensees may reactivate a professional license upon payment of renewal fees and proof of continuing education credits.

*CIVIL ACTIONS / DE MINIMIS DOCTRINE*

*De minimis* is defined as “so insignificant that a court may overlook it in deciding an issue or case.”

*CIVIL ACTIONS / DE MINIMIS DOCTRINE*

In the civil law context, the term *de minimis* “is derived from the Latin ‘*de minimis non curat lex*’ which means ‘the law does not care for, or take notice of, very small of trifling matters.’”

*CIVIL ACTIONS / DE MINIMIS DOCTRINE*

Trial courts have discretion to determine whether the *de minimis* doctrine applies.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA  
CIVIL DIVISION  
NO. 11388-2019

Appearances: Emily L. Gustave, Esq. and Michael C. Nickles, Esq. on behalf of Petitioner  
Ted J. Padden, Esq. on behalf of Respondent

**OPINION AND ORDER**

Domitrovich, J.

November 18, 2019

The Pennsylvania State Police Bureau of Liquor Control Enforcement [hereinafter Petitioner] appealed a Pennsylvania Liquor Control Board Order by and through its counsel Emily L. Gustave, Esq. for a *de novo* hearing before this Trial Court. A *de novo* hearing was held on August 22, 2019, wherein the Fulton Athletic Club [hereinafter Respondent] was represented by Ted Padden, Esq. The Respondent is a nonprofit club in existence in Erie, Pennsylvania for almost ninety-five (95) years.

For fifteen (15) years prior to the date of November 22, 2017, Respondent had consistently complied with its annual renewal of the state required Local Option Small Games of Chance Act [hereinafter LOSGCA] License.<sup>1</sup> The Erie County Department of Revenue recently had created its own administrative additional six (6) month Local Conditional LOSGCA License running concurrent to the one-year state statutory license. Believing this six (6) month Local Conditional LOSGCA License was a grace period to renew its State LOSGCA license, Respondent in good faith continued to conduct small games of chance for forty-seven (47) days as normally done by Respondent in the open bar area, not concealed in any non-public area. Respondent admitted liability for operating small games of chance during the forty-seven (47) day gap prior to renewal. As soon as Petitioner made Respondent aware its State LOSGCA license must be renewed, Respondent took immediate action by renewing its State LOSGCA license on the next day.

As a case of first impression, the Administrative Law Judge [hereinafter ALJ] and the Pennsylvania Liquor Control Board [hereinafter PLCB] applied Liquor Code License case law to interpret whether the Respondent's State LOSGCA License expired. The ALJ and the PLCB found under the Liquor Code License law, Respondent's State LOSGCA License expired, therefore, the government lacked jurisdiction under the LOSGCA since Respondent no longer was a club licensee due to the forty-seven (47) day gap prior to renewal. Agreeing with the ALJ, the PLCB ruled Respondent instead be prosecuted under the Crimes Code. Respondent had already paid penalties of one thousand four hundred (\$1,400) dollars.

Since no case law is directly on point, this case is of first impression. **The sole issue before this Trial Court is:** Under Pennsylvania's LOSGCA, does a club licensee continue to have an interest in its State LOSGCA License when Respondent renews said license to

<sup>1</sup> A LOSGCA License allows eligible organizations to "conduct games of chance for the purpose of raising funds for public interest purposes." 10 P.S. §328.301. A game of chance is defined under the LOSGCA as: "[p]unchboards, daily drawings, weekly drawings, 50/50 drawings, raffles, tavern games, pools, race night games, and pull tabs." 10 P.S. §328.103.

fundraise after a brief temporary lapse period of forty-seven (47) days and where confusion occurred over Erie County's implementation of a six-month Local Conditional LOSGCA License running concurrent with the one-year State LOSGCA License?

**The procedural background is:** On April 11, 2018, Petitioner cited Respondent for two (2) causes of action with four (4) total counts: In the First Cause of Action, Respondent is cited for one count of failing to operate games of chance in conformity with the LOSGCA for a forty-seven (47) day time period of November 22, 2017 through January 8, 2018. As to the Second Cause of Action, Respondent is cited for three counts: failing to "adhere to constitution and/or by-laws" during January 1, 2015 through December 31, 2017 in violation of the Liquor Control Board Regulations; possessing or operating "gambling devices or paraphernalia or permitted gambling or lotteries, pool selling and/or bookmaking" on Respondent's licensed premises on December 10, 17, 25, 2017 and January 8, 2018 as to both the Liquor Code and Crimes Code; and failing "to maintain complete and truthful records covering the operation of the licensed business for a period of two (2) years immediately preceding December 31, 2017" under the Liquor Control Board Regulations and Liquor Code. (*See* Petitioner's Reproduced Record [hereinafter Petitioner's Exhibit A] at p.6-7).

Respondent has been undisputedly very cooperative throughout this litigation. Petitioner's counsel and Respondent *pro se* submitted to the ALJ a Joint Stipulation of Facts based on a pre-hearing Memorandum who accepted said Stipulation. Respondent *pro se* also executed a "Statement of Admission, Waiver and Authorization" to permit the Administrative Law Judge to enter an Adjudication without a hearing based on a summary of the facts. (Petitioner's Exhibit A, p.10). Respondent *pro se* waived its right to appeal. *Id.* Respondent's President Gary Nyberg "stated he attended a Federation of Clubs meeting where he was informed that the Treasurer's Offices were giving a 6-month extension on expired Small Games of Chance Licenses." (Petitioner's Exhibit A, p.13). However, "he was not aware he had to obtain an extension from the Treasurer's Office, and not all clubs get an extension." *Id.*

The ALJ found Respondent's State LOSGCA License had expired during the forty-seven (47) day period from November 22, 2017, through January 8, 2018. The ALJ interpreted the date of November 22, 2017, as the beginning of the expiration date. The ALJ, therefore, concluded Respondent's State LOSGCA License had expired and the ALJ no longer had jurisdiction under the LOSGCA even though Respondent had renewed its State LOSGCA License on January 9, 2018. The ALJ concluded Respondent was not acting as a "club licensee and dismissed the first count in the First Cause of Action for lack of subject matter jurisdiction. (Petitioner's Exhibit A, p.30).

On appeal, the PLCB affirmed the decision of the ALJ and dismissed Petitioner's appeal. On May 17, 2019, Petitioner timely filed its "Appeal of Pennsylvania Liquor Control Board Opinion" and its "Petition to File Record Below" before the Court of Common Pleas. Petitioner filed an appropriate reproduced record. After issuing a briefing schedule on July 19, 2019, this Trial Court held a *de novo* hearing on August 22, 2019.

**The standard of review is:** A trial court is "required to conduct a *de novo* review and, in the exercise of its statutory discretion, to make its own findings and conclusions." *Pennsylvania State Police, Bureau of Liquor Control Enf't v. Cantina Gloria's Lounge, Inc.*, 639 A.2d 14,19-20 (Pa. 1994). Moreover, a trial court can sustain, alter, change, modify or amend the PLCB's action whether or not a trial court makes findings which are materially different

from those found by the PLCB.” *Id.* “[T]he trial court has discretion in adopting as its own the findings of fact, conclusions of law and any penalty imposed by the Administrative Law Judge.” *Pennsylvania State Police, Bureau of Liquor Enf’t v. Kelly’s Bar, Inc.*, 536 Pa. 310, 314, 639 A.2d 440, 442 (Pa. 1994). Furthermore, a trial court has the discretion to change, alter, modify or amend the findings, conclusions and penalties imposed of the Administrative Law Judge and the Board. *Id.*

Preponderance of the evidence is the appropriate burden of proof. *In re Greensburg Lodge No. 1151*, 260 A.2d 500, 501 (Pa. Super. 1969). To satisfy a preponderance of the evidence standard, a party must present “the greater weight of the evidence,” or “tip the scale slightly.” *In re Navarra*, 185 A.3d 342, 354 (Pa. Super. 2018).

**Significant Findings of Fact adduced before this Trial Court at the *de novo* hearing are:** Attorney David Mack provided credible testimony as the Solicitor for the Federation of Fraternal and Social Organizations in Erie County representing forty-seven (47) clubs including Respondent. The Federation of Clubs in Erie is the largest fraternal and social organization in the Commonwealth of Pennsylvania. Attorney Mack described in detail how the Erie County Department of Revenue refused small games of chance licenses to clubs who failed to present 501(c)(7) letters from the IRS with their applications.

Attorney Mack stated as a result of the refusal of these LOSGCA licenses, a compromise was reached with the Erie County Department of Revenue which began issuing local six (6) month Conditional LOSGCA Licenses. This local six (6) month Conditional LOSGCA License was intended to allow clubs to procure required 501(c)(7) letters from the IRS. If clubs could not acquire the documentation from the IRS and said clubs showed diligence in trying to acquire these letters, the Erie County Department of Revenue would then provide the local six (6) month Conditional LOSGCA License. To Attorney Mack’s knowledge, Erie County is the only county in the Commonwealth of Pennsylvania that has a local six (6) month Conditional LOSGCA License. However, the State LOSGCA Licenses were granted at the same time running concurrent to the artificial local six (6) month Conditional LOSGCA License, therefore, invalidating the effect of any local Conditional LOSGCA License. In other words, the Erie County Department of Revenue had no way of enforcing local six (6) month Conditional LOSGCA Licenses since the State LOSGCA License was already in effect for one (1) year.

Attorney Mack provided legal advice at a “couple of club dinners” and general meetings to organizations as to how to comply with the newly created local six (6) month Conditional LOSGCA License. Attorney Mack explained to his clients’ officers how a club applies for a local six (6) month conditional Small Games of Chance License to present IRS documentation. Attorney Mack also stated he spoke with Respondent’s President Gary Nyberg about this confusing local six (6) month Conditional LOSGCA License. Mr. Nyberg interpreted Attorney Mack’s legal advice as a six (6) month deferment from having to renew Respondent’s LOSGCA license. Mr. Nyberg further believed the local six (6) month Conditional LOSGCA License was a blanket six (6) month period in which Respondent was permitted to renew its already existing State LOSGCA License.

Attorney Mack credibly stated he could understand how Respondent had unfortunately and unintentionally misinterpreted his advice. Attorney Mack also credibly stated Respondent’s officers in good faith mistakenly assumed this six (6) month local grace period existed before Respondent had to renew its State LOSGCA License. Testimony from both Respondent’s

President Mr. Nyberg and Attorney Mack clearly demonstrate how Respondent could have easily misinterpreted the six (6) month local Conditional LOSGCA License grace period before renewing its State LOSGCA license and how confusing the overlap of the State LOSGCA Licenses and the six (6) month local Conditional LOSGCA Licenses were.

Furthermore, Attorney Mack opined Petitioner has discretion to charge clubs with violations of the LOSGCA either civilly or criminally and to not permit Petitioner to do so would negatively affect these clubs. Criminal charges or convictions can affect these club's Liquor Licenses and cause disastrous results. Clubs and social organizations need Liquor Licenses to continue their fundraising for the good of their communities. Petitioner agrees and states Petitioner will use its discretion to charge clubs criminally where the club's intent is clearly to engage in criminal activity. In the instant case, Petitioner stated no intent to commit a criminal violation was present during Respondent's brief temporary forty-seven (47) day lapse of its State LOSGCA License.

**The pertinent legislative history, statutory law, and case law are:** The relevant statutory authority with regard to the First Cause of Action is 10 P.S. 328.307(a) is: "An eligible organization shall not conduct or operate games of chance unless the eligible organization has obtained a valid license." Under this same section, a licensee must annually renew its State LOSGCA license. 10 P.S. 328.307(a)(i).

In order to receive a State LOSGCA License, a club must qualify as an eligible organization. An eligible organization is defined by the LOSGCA as: (1) "a charitable, religious, fraternal or veterans' organization, club, club licensee or civic and service organization," (2) "in existence and fulfilling its purposes for one year prior" to application for a license, and (3) nonprofit. 10 P.S. 328.103. A club is defined as: (1) licensed to sell liquor under the Liquor Code, and (2) "qualifies as an exempt organization under section 501(c) or 527 of the Internal Revenue Code of 1986." *Id.* Under this act, a "club licensee" is separately defined as: "a club that holds a license to conduct small games of chance." *Id.*

The purpose of recent amendments to the LOSGCA was to clarify procedures and renewal for these licenses. In his testimony before the PA Gaming Oversight Legislative Committee, Ted Mowett, Executive Director of the PA Federation of Fraternal and Social Organizations, indicated the confusing circumstances surrounding the applicability and enforcement of the LOSGCA: "The rules are archaic and not well known to the general public, and when I tell them what the rules are, they are frustrated and mystified as to why it is that way." Hearing Transcript: Pennsylvania House of Representatives Gaming Oversight Committee, May 5, 2011, p.14.

As stated in Petitioner's Brief, recent amendments to the LOSGCA [also known as Act 2] were intended to "insulate and protect a club's liquor license" so non-profit entities could continue to fundraise for the good of their communities. This is consistent with the view of John Brenner, Chairman of the State Veterans Commission. Mr. Brenner stated at the Pennsylvania Gaming Oversight Legislative Hearing how the amendments to the LOSGCA "keep[] original intent of small games of chance in place and that is to help non-profits to raise money of community service." *Id.* at 43.

The relevant enforcement statute is 10 P.S. 328.702, which was amended in 2012 to clarify enforcement of the LOSGCA and provides civil penalties. Prior to the recent amendments of the LOSGCA, Petitioner enforced LOSGCA violations under Section 4-471 of the Liquor

Code and Title 18 of the Crimes Code pursuant to the “other sufficient cause shown” theory under Section 4-471 of the Liquor Code. Charging clubs under the Crimes Code caused an adverse impact on clubs as evidenced by Attorney Mack’s testimony, and criminal charges exposed clubs to severe sanctions as well as personally charging the club’s officers with criminal charges.

These recent amendments provide Petitioner with discretion to cite clubs for civil penalties to be imposed regarding LOSGCA Licensees. 10 P.S. 328.702(b) and (d). The LOSGCA indicates Petitioner has this discretion to charge violations under LOSGCA, separate and distinct from the Liquor Code and Crimes Code. Statutory law is clear a violation under the LOSGCA is not a violation under the Liquor Code License law: ‘Except as provided in paragraph (2), a violation of this act by a club licensee **shall not constitute a violation of the Liquor Code.**’ 10 P.S. §328.702(g)(1) (**emphasis added**). The LOSGCA is clear that Petitioner may charge under the Liquor Code in a limited circumstance for violations of the LOSGCA: ‘If a club licensee has committed **three or more violations** of this act, the Bureau of Liquor Control Enforcement **may enforce a violation of this act as a violation of the Liquor Code.**’ 10 P.S. §328.702(g)(2) (**emphasis added**). Upon a third or subsequent violation of the LOSGCA, the Petitioner has the discretion to charge a Club Licensee with a violation of the Liquor Code.

Liquor Code Licenses and State LOSGCA Licenses are also distinctly and characteristically different. Whereas Liquor Code Licenses have case law defining when Liquor Code Licenses expire, State LOSGCA licenses do not have distinct statutory law or case law to explain when State LOSGCA Licenses expire. Moreover, Liquor Code Licenses differ characteristically from State LOSGCA Licenses, for instance, as in quotas. The number of Liquor Code Licenses is limited to a specific quota or number of licenses determined every ten (10) years from the federal decennial census. See Commonwealth of Pennsylvania, Pennsylvania Liquor Control Board, *The Retail Liquor License Quota*, November 13, 2019, <https://www.lcb.pa.gov/Licensing/Topics-of-Interest/Pages/Quota-System.aspx>. One of the leading cases on when Liquor Code Licenses expire is *Pennsylvania Liquor Control Bd. v. Wayside Bar, Inc.*, 547 A.2d 1309 (Pa. Cmwlth. 1988). In *Wayside Bar*, the Pennsylvania Commonwealth Court held the PLCB was correct in refusing to accept a Liquor Code License for renewal where the quota vacancy had been filled by a third party good faith purchaser and, therefore, the Liquor Code License had expired. The number of State LOSGCA Licenses in a county, however, is not limited under the LOSGCA. Unlike Liquor Code Licenses, the Pennsylvania Legislature did not create a ceiling or limited amount of State LOSGCA Licenses that can be distributed yearly in Pennsylvania.

In the instant case, when the Respondent renewed its State LOSGCA License, no third party good faith purchaser was applicable since no quotas exist with LOSGCA unlike the Liquor Code Licensing law. Applying the law in the *Wayside Bar* case, since no third party good faith purchaser supplanted Respondent’s interest in the LOSGCA, Respondent’s State LOSGCA License proprietary interest was renewed, not expired, during the mere forty-seven (47) day period. Respondent, therefore, as a Club Licensee continued to retain its proprietary interest in its State LOSGCA License despite a short gap in renewal. The Liquor Code Licensing Law does not apply in the instant case, and even if applicable, Respondent’s proprietary interest in its State LOSGCA License did not expire but rather was renewed and,



therefore, jurisdiction continued under the LOSGCA. Moreover, applying the expiration standard for Liquor Code Licenses with having finite quotas would be inconsistent with the overall intent of the LOSGCA to promote small games of chance across the Commonwealth of Pennsylvania to permit entities to raise money for their communities.

The Pennsylvania Legislature intended fundraising as a critical attribute of State LOSGCA Licenses. Since State LOSGCA Licenses provide non-profit organizations with the ability to fundraise for the good of their communities, non-profit entities need to rely on their reputations as effective fundraisers. Non-profit entities must have the necessary good reputations to fundraise effectively within their communities. For instance, Respondent has been very productive in fundraising as a bar and club with approximately six hundred fifty (650) members due to its long-standing existence and reputation in Erie, Pennsylvania for almost ninety-five (95) years. Respondent has long held a State LOSGCA License for fifteen (15) years.

Since fundraising is a necessary component of State LOSGCA Licenses, quality fundraising is necessary for entities to operate as effective non-profit professionals. The LOSGCA intricacies of fundraising “can be complex and confusing.” Wachter, Debbie, *Small Games of Chance Rules Spelled Out*, New Castle News, May 13, 2017, [https://www.ncnewsonline.com/news/small-games-of-chance-rules-spelled-out/article\\_ab78da74-3776-11e7-bfdd-0b676acf8afd.html](https://www.ncnewsonline.com/news/small-games-of-chance-rules-spelled-out/article_ab78da74-3776-11e7-bfdd-0b676acf8afd.html), November 15, 2019.

Under the LOSGCA, entities act as professional entities engaged in fundraising for the benefit of their communities.<sup>2</sup> The act of fundraising is to engage in organized activities of raising funds to support causes or campaigns. *Merriam Webster's Dictionary*, November 15, 2019, <https://www.merriam-webster.com/dictionary/fundraise>. Balancing the art and science of fundraising requires effective fundraising entities such as Respondent to build relationships with its customers and to connect with these donors “who have the highest propensity and interest in” fundraising community missions. *Balancing the Art and Science of Fundraising*, November 15, 2019, <https://www.pursuant.com/fundraising-strategy/balancing-the-art-and-science-of-fundraising/>. Fundraising is both an art and a science with evidence-based practices to allow entities to reach their fundraising goals. Shefska, Zach, *Art vs. Science in Fundraising? It's Neither. Try Evidence-based.*, March 6, 2018, <https://fundraisingreportcard.com/art-vs-science/>, November 15, 2019.

Moreover, fundraising is more than merely asking for money. Fundraising is “cultivating long-term relationships with donors.” Laermer, Gary, *The Art of Fundraising*, Huff Post, November 15, 2019, [https://www.huffpost.com/entry/the-art-of-fundraising\\_b\\_8006448](https://www.huffpost.com/entry/the-art-of-fundraising_b_8006448). Donors or customers presently make “more targeted gifts in an effort to maximize their impact” *Id.* By conducting small games of chance, Respondent raises funds for the local Erie community and distributes these funds to local agencies and individuals in need. Respondent, for instance, last year contributed over \$35,000 to the local Erie Community primarily to schools, hospitals, and academic scholarships. Respondent’s President Gary Nyberg stated Respondent is constantly asking people and customers for donees who can benefit from these fundraising proceeds.

Unlike Liquor Code Licensees, professional licensees continue to retain proprietary

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<sup>2</sup> In other areas of the law, the concept of fundraising is regulated, for instance as with Professional Fundraising Counsels under 10 P.S. §162.8. This topic of fundraising demonstrates itself, therefore, as a profession requiring professional license for annual renewal in other pertinent Pennsylvania statutes. *Id.*

interests after professional licenses are not renewed. As stated in Petitioner's Brief, it is generally accepted many organizations and individuals retain proprietary interests in their non-renewed professional licenses. The Pennsylvania Commonwealth Court states professional licensees retain a property interest in their professional licenses after their licenses are expired. *Nicoletti v. State Bd. of Vehicle Mfrs., Dealers and Salespersons*, 706 A.2d 891, 893-94 (Pa. Cmwlth. 1998). Since the professional licensee in *Nicoletti* could have renewed its professional license at any time by paying proper renewal fees, the professional licensee retained a property interest in its "non-renewed license." *Id.* at 893.

The Pennsylvania Commonwealth Court also states professional licensees retain a proprietary interest in inactive licenses. *Garner v. Bureau of Professional and Occupational Affairs, State Bd. of Optometry*, 97 A.3d 437, 443 (Pa. Cmwlth. 2014). In *Garner*, a professional licensee could reactivate his license upon payment of renewal fees and submission of proof of continuing education credits. *Id.* Professional licensees maintain property interests in their licenses that can be revived at any time. *Id.*

In the instant case, Respondent acquired its proprietary interest to operate small games of chance for non-profit purposes when initially issued its State LOSGCA License for fundraising. Respondent retained said proprietary interest for fundraising in its State LOSGCA License throughout the forty-seven (47) day gap prior to renewal. Respondent's proprietary interest was not extinguished by this brief lapse. Instead, by paying its renewal fee and completing any renewal application, the Erie County Department of Revenue permitted Respondent immediately to continue to conduct small games of chance again according to the law.

Respondent has an important proprietary interest in its established fundraising work in the Erie community and contributes substantially to charitable entities such as hospitals, schools, and scholarships to worthy individuals. Through its non-profit and community service work, Respondent has gained an excellent reputation in the Erie community and developed tools and skills to raise significant community funds to support the Erie community. Respondent's fundraising is consistent with the Pennsylvania Legislature's intent to provide monetary support to local communities.

The briefness of the forty-seven (47) day period is also worthy of discussion. This short period of time can be easily viewed as a *de minimis* gap in renewal of Respondent's license. Black's Law Dictionary defines *de minimis* as "so insignificant that a court may overlook it in deciding an issue or case." Black's Law Dictionary (11<sup>th</sup> ed. 2019). In the civil law context, the term *de minimis* "is derived from the Latin '*de minimis non curat lex*' which means 'the law does not care for, or take notice of, very small or trifling matters.'" *Appletree Land Development v. Zoning Hearing Bd. of York Tp.*, 834 A.2d 1214, 1216 n.4 (Pa. Cmwlth. 2003). Trial courts have discretion to determine whether the *de minimis* doctrine applies. *Id.* at 1216. Although the *de minimis* doctrine is used in civil zoning actions such as variances and deviations, the instant action before this Trial Court is indeed a civil action, and therefore the *de minimis* doctrine is applicable. See *Swemly v. Zoning Hearing Bd. of Windsor Tp.*, 698 A.2d 160, 162 (Pa. Cmwlth. 1997).

Undisputedly, Respondent admitted to conducting small games of chance during the forty-seven (47) day gap. Respondent did not renew its State LOSGCA License due to believing in good faith Erie County's local six (6) month Conditional License provided a six (6) month grace period or deferment to renew its State LOSGCA License. This Trial Court



finds and concludes Respondent's forty-seven (47) day gap was *de minimis*. Moreover, the actions of Respondent during this forty-seven (47) day period of time were not similar to typical "gambling" activities associated with criminal violations. When Respondent realized its actions were outside of the law, Respondent took immediate action to renew its State LOSGCA License, thus mitigating its brief lapse.

Moreover, since Respondent continued to have a proprietary interest in its State LOSGCA License, Respondent's brief lapse did not extinguish Respondent's proprietary status as a "Club Licensee." The tardiness of Respondent only impacted Respondent's right to operate small games of chance in accordance with its State LOSGCA License. As a result of said brief lapse of time, Respondent paid the "price" of one thousand four hundred (\$1,400) dollars intended by the Pennsylvania Legislature. The renewal process for Respondent was immediate in that Respondent renewed its State LOSGCA License in one day. Respondent did not have to submit a brand new application for its renewal of its State LOSGCA License. Respondent simply completed a renewal application, paid the requisite renewal fee, and received its renewed State LOSGCA License with its already existing proprietary interest. Since Respondent retained its proprietary interest in its State LOSGCA License, this Trial Court has subject matter jurisdiction over Respondent to adjudicate the First Cause of Action of the Citation in the instant case.

Whereas the PLCB and the ALJ had a stipulated record to make their determinations, this Trial Court had the benefit of additional live testimony which explained the disruptive confusing overlap created between Erie County's local six (6) month Conditional License and the State Statutory LOSGCA License experienced by the Respondent. This Trial Court hereby also accepts the record below and after making significant and material changes to the Findings of Fact and Conclusions of Law by the PLCB, this Trial Court finds and concludes Petitioner was correct in exercising its discretion consistent with the Pennsylvania Legislature's intent by citing this Club Licensee under the civil charges as to penalties under the LOSGCA, 10 P.S. 328.702(g). Respondent has paid one thousand four hundred (\$1,400) dollars for penalties. Sections 5512, 5513, and 5514 of the Crimes Code are thereby not applicable to the instant case. Consistent with this Opinion, this Trial Court hereby enters the following Order of Court:

### ORDER

AND NOW, to-wit, on this 18th day of November, 2019, upon consideration of the testimony and argument heard during the hearing on August 22, 2019; after review of the entire record below, as well as all relevant statutory and case law; this Trial Court accepting the record below and making significant and material changes in the Findings of Fact and Conclusions of Law by the Pennsylvania Liquor Control Board [hereinafter PLCB]; this Trial Court made independent determinations of all facts in this case; and for all the reasons set forth in the above Opinion, it is hereby **ORDERED, ADJUDGED, and DECREED** the decision of the PLCB is respectfully **REVERSED**, and this case is **REMANDED** to the PLCB for a decision consistent with this Trial Court's rulings.

**BY THE COURT**

/s/ Stephanie Domitrovich, Judge



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**CHANGE OF NAME NOTICE**

In the Court of Common Pleas of Erie County, Pennsylvania 13149-19 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Kayley Elizabeth Brown to Simon Richard Brown.

The Court has fixed the 30th day of December, 2019 at 11:30 a.m. in Court Room G, Room 222, of the Erie County Court House, 140 West 6th Street, Erie, Pennsylvania 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.

Nov. 29

**CHANGE OF NAME NOTICE**

In the Court of Common Pleas of Erie County, Pennsylvania 13190-2019 Notice is hereby given that a Petition was filed in the above named court requesting an Order to change the name of Abigail Duplaga to Abigail Girts.

The Court has fixed the 3rd day of January, 2019 at 3:30 p.m. in Court Room G, Room 222, of the Erie County Court House, 140 West 6th Street, Erie, Pennsylvania 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.

Nov. 29

**LEGAL NOTICE**

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA

Civil Action

No. 10855-2018

WM. T. SPAEDER COMPANY, INC., Plaintiff

vs.

EXCEL COMPANIES LEASING, LLC, Defendant

**IMPORTANT NOTICE**

TO: **EXCEL COMPANIES LEASING, LLC**, DEFENDANT  
DATE OF NOTICE: **November 24, 2019**

YOU ARE IN DEFAULT BECAUSE

YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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 & INFORMATION SERVICE

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ERIE, PA 16507

(814) 459-4411

Joseph E. Sinnott, Esq.  
Marnen, Mioduszewski, Bordonaro, Wagner & Sinnott, LLC  
516 West Tenth Street  
Erie, PA 16502

Nov. 29

**LEGAL NOTICE**

IN THE MATTER OF THE Estate of THOMAS E. LARSON, ESQUIRE, deceased, late of the City of Erie, County of Erie and Commonwealth of Pennsylvania.

NOTICE is hereby given to all clients, past and present, of the aforementioned decedent, to claim their files within sixty (60) days from the date of this notice. All files not claimed within sixty (60) days from the date of this notice shall be destroyed.

To claim files, please contact the undersigned.

W. Atchley Holmes, Esquire  
Suite 300, 300 State Street  
Erie, PA 16507  
(814) 456-5301

Nov. 15, 22, 29

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**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**

**BOWERS, EDWARD HENRY, a/k/a ED BOWERS, a/k/a EDWARD H. BOWERS, deceased**

Late of Township of LeBoeuf, Erie County, Commonwealth of Pennsylvania  
*Administrator:* Christine Bowers, c/o Jeffrey D. Scibetta, Esq., 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

**BRADY, RICHARD LEE, a/k/a RICHARD L. BRADY, a/k/a RICHARD BRADY, deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Executor:* Richard Lee Brady, c/o 504 State Street, Suite 300, Erie, PA 16501  
*Attorney:* Alan Natalie, Esquire, 504 State Street, Suite 300, Erie, PA 16501

**BURGOS, MARY JANE, deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania  
*Executor:* Miguel Burgos, 9891 Holly Drive, Lake City, PA 16423  
*Attorney:* Valerie H. Kuntz, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

**DUNCAN, CECELIA M., a/k/a CECELIA DUNCAN, deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Laurel B. Beck, c/o 504 State Street, Suite 300, Erie, PA 16501  
*Attorney:* Alan Natalie, Esquire, 504 State Street, Suite 300, Erie, PA 16501

**FINNEY, RYAN RICHARD, a/k/a RYAN R. FINNEY, deceased**

Late of the Borough of Waterford, County of Erie, Commonwealth of Pennsylvania  
*Administrator:* Richard A. Finney, c/o Herman & Herman, PO Box 455, 114 High Street, Waterford, PA 16441  
*Attorney:* Rebecca A. Herman, Esq., Herman & Herman, PO Box 455, 114 High Street, Waterford, PA 16441

**GBELER, PHILLIP E., a/k/a PHILLIP EDWARD GBELER, deceased**

Late of the Township of Waterford, County of Erie, Commonwealth of Pennsylvania  
*Executor:* Todd Gebler, c/o Herman & Herman, PO Box 455, 114 High Street, Waterford, PA 16441  
*Attorney:* Rebecca A. Herman, Esq., Herman & Herman, PO Box 455, 114 High Street, Waterford, PA 16441

**KUHN, FRANCES L., a/k/a FRANCES KUHN, deceased**

Late of Borough of Lake City, County of Erie  
*Co-Executors:* Daniel A. Nitkiewicz and Melinda K. Nitkiewicz, c/o Thomas A. Testi, Esq., 3952 Avonia Road, P.O. Box 413, Fairview, PA 16415  
*Attorney:* Thomas A. Testi, Esq., 3952 Avonia Road, P.O. Box 413, Fairview, PA 16415

**LEAR, CARRIE LYNN, deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania  
*Administratrix:* Lynn M. Kiedaisch, 264 East State Street, Albion, PA 16401  
*Attorneys:* The Travis Law Firm, P.C., 100 State Street, Suite 210, Erie, Pennsylvania 16507-1549

**LEO, SAMUEL L., SR., a/k/a SAMUEL LEO, SR., a/k/a SAMUEL L. LEO, a/k/a SAM LEO, deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Executor:* Samuel L. Leo, Jr., c/o 504 State Street, 3rd Floor, Erie, PA 16501  
*Attorney:* Michael J. Nies, Esquire, 504 State Street, 3rd Floor, Erie, PA 16501

**SPRINGER, WARREN H., III, a/k/a WARREN H. SPRINGER, a/k/a WARREN SPRINGER, deceased**

Late of Girard Township, County of Erie and Commonwealth of Pennsylvania  
*Administratrix:* Renee Love, c/o 504 State Street, Suite 300, Erie, PA 16501  
*Attorney:* Alan Natalie, Esquire, 504 State Street, Suite 300, Erie, PA 16501

**SWEENEY, CHARLES A., deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania  
*Executor:* Kevin P. Sweeney, 442 East 36th Street, Erie, Pennsylvania 16504  
*Attorney:* Grant M. Yochim, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

**SWINGLE, HAZEL E., a/k/a HAZEL ELIZABETH SWINGLE, deceased**

Late of Millcreek Township, Erie County, Commonwealth of Pennsylvania  
*Executor:* Donna Beth Luce, c/o Jerome C. Wegley, Esq., 120 West Tenth Street, Erie, PA 16501  
*Attorney:* Jerome C. Wegley, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**WEED, RICHARD C., JR., deceased**

Late of the Township of Millcreek, County of Erie, Commonwealth of Pennsylvania  
*Executrix:* Nancy L. East, 9391 Old French Road, Waterford, Pennsylvania 16441  
*Attorney:* Grant M. Yochim, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

**SECOND PUBLICATION**

**ANDERSON, NANCY L., a/k/a NANCY ANDERSON, deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania  
*Executor:* Kristie A. Fioravanti, c/o 504 State Street, 3rd Floor, Erie, PA 16501  
*Attorney:* Michael J. Nies, Esquire, 504 State Street, 3rd Floor, Erie, PA 16501

**BLEIL, JULIA C., a/k/a JULIE C. BLEIL, deceased**

Late of the Township of Millcreek, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Mary Kay Carey, c/o Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508  
*Attorney:* Darlene M. Vlahos, Esq., Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508

**BRINE, RICHARD G., SR., deceased**

Late of the City of Erie, County of Erie, and Commonwealth of Pennsylvania  
*Administrator C.T.A.:* Adam Davis, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506  
*Attorney:* Melissa L. Larese, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**ESTOK, STEPHEN M., a/k/a STEVE M. ESTOK, deceased**

Late of Fairview Township, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Stephanie Estok, c/o Eugene C. Sundberg Jr., Esq., Suite 300, 300 State Street, Erie, PA 16507  
*Attorney:* Eugene C. Sundberg Jr., Esq., MARSH, SPAEDER, BAUR, SPAEDER & SCHAAF, LLP., Suite 300, 300 State Street, Erie, PA 16507

**HAZELTINE, KENNETH L., JR., deceased**

Late of the City of Corry, County of Erie, Pennsylvania  
*Executrix:* Mary Hazeltine, c/o Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407  
*Attorney:* Paul J. Carney, Jr., Esq., 224 Maple Avenue, Corry, PA 16407

**JACOBS, MARY E., a/k/a MARY ELIZABETH JACOBS, deceased**

Late of Township of Millcreek, Erie County, Commonwealth of Pennsylvania  
*Executor:* Brian E. Jacobs, c/o Knox Law Firm, 120 W. 10th St., Erie, PA 16501  
*Attorney:* Christine Hall McClure, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West 10th Street, Erie, PA 16501

**KUZMA, ASHLEY ANN, a/k/a ASHLEY A. KUZMA, a/k/a ASHLEY KUZMA, deceased**

Late of the Township of Millcreek  
*Executor:* John William Kuzma  
*Attorney:* Michael G. Nelson, Esquire, Marsh, Spaeder, Baur, Spaeder & Schaaf, LLP, 300 State Street, Suite 300, Erie, Pennsylvania 16507

**LORANGER, CHARISE, a/k/a CHARISE ANN LORANGER, a/k/a CHARISE A. LORANGER, deceased**

Late of the Township of Greenfield, County of Erie, Commonwealth of Pennsylvania  
*Executor:* Cameron Loranger, 3063 West 11th Street, Apt. 25, Erie, PA 16505  
*Attorney:* James R. Steadman, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

**MAILAHN, BRUCE MICHAEL, a/k/a MIKE MAILAHN, deceased**

Late of Millcreek Township, Erie County  
*Executrix:* Marjorie Jane Mailahn, c/o Frances A. McCormick, Esq., 120 West Tenth Street, Erie, PA 16501  
*Attorney:* Frances A. McCormick, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**McCLEARY, RICHARD C., a/k/a RICK McCLEARY, a/k/a RICHARD McCLEARY, deceased**

Late of the City of Erie, County of Erie, State of Pennsylvania  
*Executrix:* Daniel D. McCleary, c/o 337 West 10th Street, Erie, PA 16502  
*Attorneys:* THE FAMILY LAW GROUP, LLC, 337 West 10th Street, Erie, PA 16502

**MILLER, ROMA,  
deceased**

Late of the Township of Franklin, County of Erie, Commonwealth of Pennsylvania  
*Administratrix:* Romona Junkins, c/o Gery T. Nietupski, Esquire, 818 State Street, Erie, PA 16501  
*Attorney:* Gery T. Nietupski, Esquire, THE LAW OFFICES OF GERY T. NIETUPSKI, ESQUIRE LLC, 818 State Street, Erie, PA 16501

**MINOR, JAMES E., a/k/a  
JAMES MINOR,  
deceased**

Late of the City of Waterford, County of Erie and Commonwealth of Pennsylvania  
*Administratrix:* Susan Minor Melgaard, c/o 504 State Street, Suite 300, Erie, PA 16501  
*Attorney:* Alan Natalie, Esquire, 504 State Street, Suite 300, Erie, PA 16501

**OLEWSKI, SCOTT A.,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Eileen D. Zipp, c/o 2222 West Grandview Blvd., Erie, PA 16506  
*Attorney:* Thomas E. Kuhn, Esquire, QUINN, BUSECK, LEEMHUIS, TOOHEY & KROTO, INC., 2222 West Grandview Blvd., Erie, PA 16506

**PAGE, THOMAS JOSEPH, a/k/a  
THOMAS J. PAGE, a/k/a  
THOMAS PAGE, a/k/a  
TOM PAGE,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Administrator:* Christopher S. Page, c/o 504 State Street, Suite 300, Erie, PA 16501  
*Attorney:* Alan Natalie, Esquire, 504 State Street, Suite 300, Erie, PA 16501

**SPADACENE, GINA J.,  
deceased**

Late of the City of Erie, County of Erie, Pennsylvania  
*Administrator:* Frank Frattolillo, 4343 Allison Avenue, Erie, PA 16506  
*Attorney:* Robert C. Brabender, Jr., Esquire, 1314 Griswold Plaza, Erie, PA 16501

**TRUST NOTICES**

Notice is hereby given of the administration of the Trust set forth below. All persons having claims or demands against the decedent are requested to make known the same and all persons indebted to said decedent are required to make payment without delay to the trustees or attorneys named below:

**SHANNON, SYLVESTER  
MARK, a/k/a MARK SHANNON,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Trustee:* Gladys D. Michalchik  
*Attorney:* John J. Shimek, III, Esquire, Sterrett Mott Breski & Shimek, 345 West 6th Street, Erie, PA 16507

**THIRD PUBLICATION**

**BOYD, HELEN MAE, a/k/a  
HELEN M. BOYD,  
deceased**

Late of the City of Erie, County of Erie  
*Executrix:* Donald J. Boyd, 3520 Stone Quarry Road, Waterford, Pennsylvania 16441  
*Attorney:* Kari A. Froess, Esquire, CARNEY & GOOD, 254 West Sixth Street, Erie, Pennsylvania 16507

**CARPENTER, CYNTHIA L.,  
deceased**

Late of the Borough of Platea, County of Erie, and Commonwealth of Pennsylvania  
*Administrator:* Steven Carpenter, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506  
*Attorney:* Melissa L. Larese, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**CLOVER, TERRY L., a/k/a  
TERRY LEE CLOVER,  
deceased**

Late of the Township of North East, County of Erie, and Commonwealth of Pennsylvania  
*Executrix:* Emmitt E. Clover, Jr., c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506  
*Attorney:* Melissa L. Larese, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**CUNNINGHAM, ROBIN G.,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Executrix:* Carol A. Eller, c/o James E. Marsh Jr., Esquire, Suite 300, 300 State Street, Erie, PA 16507  
*Attorney:* James E. Marsh Jr., Esquire, MARSH, SPAEDER, BAUR, SPAEDER & SCHAAF, LLP, Suite 300, 300 State Street, Erie, PA 16507

**HAFT, PAUL N.,  
deceased**

Late of the Borough of Wesleyville, County of Erie, Commonwealth of Pennsylvania  
*Co-Administrators:* Michael Haft, Nicole Haft and Paula Haft, c/o John J. Shimek, III, Esquire, Sterrett Mott Breski & Shimek, 345 West 6th Street, Erie, PA 16507  
*Attorney:* John J. Shimek, III, Esquire, Sterrett Mott Breski & Shimek, 345 West 6th Street, Erie, PA 16507

**HAUSMANN, JEAN M.,  
deceased**

Late of the City of Erie  
*Executrix:* Margaret J. Wiesniewski, 3305 Schaper Avenue, Erie, PA 16508  
*Attorney:* Michael A. Fetzner, Esquire, Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, PA 16501

**JOHNSON, ARTHUR C., JR.,  
a/k/a ARTHUR C. JOHNSON,  
a/k/a ARTHUR JOHNSON, a/k/a  
A C JOHNSON,  
deceased**

Late of Erie, Pennsylvania  
*Administrator:* Arthur C. Johnson, III, c/o David W. Bradford, Esq., 731 French Street, Erie, PA 16501  
*Attorney:* David W. Bradford, Esq., 731 French Street, Erie, PA 16501

**LARSEN, ROSE MARIE,  
deceased**

Late of the City of Erie, County of Erie  
*Executrix:* Debra Plemmons, c/o Barbara J. Welton, Esquire, 2530 Village Common Drive, Suite B, Erie, PA 16506  
*Attorney:* Barbara J. Welton, Esquire, 2530 Village Common Drive, Suite B, Erie, PA 16506

**LOTZ, CAROLA., a/k/a  
CAROLANN LOTZ, a/k/a  
CAROL LOTZ,  
deceased**

Late of the Borough of Girard, County of Erie, Commonwealth of Pennsylvania  
*Administrator:* Tyler G. Miller, 1816 Poplar Street, Erie, PA 16502  
*Attorney:* Valerie H. Kuntz, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

**McCREARY, RONALD E.,  
deceased**

Late of Greene Township, Erie County  
*Executrix:* Corinne L. McCreary  
*Attorney:* William J. Kelly, Jr., Esquire, 230 West 6th Street, Suite 201, Erie, PA 16507

**MITCHELL, NORMAN D.,  
deceased**

Late of the Township of Concord, County of Erie, Pennsylvania  
*Executrix:* Pamela Hargraves, c/o Thomas J. Ruth, Esq., 224 Maple Avenue, Corry, PA 16407  
*Attorney:* Thomas J. Ruth, Esq., 224 Maple Avenue, Corry, PA 16407

**MORRIS, ROSE M.,  
deceased**

Late of Millcreek Township  
*Executor:* Bruce L. Morris, c/o 246 West 10th Street, Erie, PA 16501  
*Attorney:* Evan E. Adair, Esq., 246 West 10th Street, Erie, PA 16501

**POST, SHIRLEY J., a/k/a  
SHIRLEY INGHAM POST,  
deceased**

Late of the Township of Harborcreek, County of Erie, Commonwealth of Pennsylvania  
*Executor:* Gary L. Post, 2815 Crestview Drive, North East, PA 16428  
*Attorney:* Valerie H. Kuntz, Esq., 24 Main St. E., P.O. Box 87, Girard, PA 16417

**SAYRE, THURL G., a/k/a  
THURL GLENN SAYRE,  
deceased**

Late of the Township of Harborcreek, Erie County, Pennsylvania  
*Co-Executors:* Darlene Rzodkiewicz and Raymond Sayre, c/o Robert Ward, Esq., 307 French Street, Erie, PA 16507  
*Attorney:* Robert Ward, Esq., 307 French Street, Erie, PA 16507

**SODER, JOSEPH R.,  
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania  
*Executor:* Mark Krysiak, c/o Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508  
*Attorney:* Darlene M. Vlahos, Esq., Vlahos Law Firm, P.C., 3305 Pittsburgh Avenue, Erie, PA 16508



**CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS**

WILLIAM S. SPEROS .....814-870-7764  
MacDonald Illig Jones & Britton LLP  
100 State Street, Suite 700  
Erie, PA 16507 ..... [wsperos@mijb.com](mailto:wsperos@mijb.com)

**New address**

GREGORY A. KARLE  
GERALD J. VILLELLA  
731 French Street  
Erie, PA 16501

**Effective Friday, December 13, 2019, Kubinski, Susko & Schonhaler, members listed below, will be located at 510 Parade Street, Erie, PA 16507. Phone/fax/emails will not change.**

THOMAS S. KUBINSKI  
GARY K. SCHONHALER  
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*You are invited and encouraged to join a small group of fellow attorneys who meet informally in Erie on a monthly basis. Please feel free to contact ECBA Executive Director Sandra Brydon Smith at 814/459-3111 for additional information. Your interest and involvement will be kept **strictly confidential**.*

# Erie County Bar Association

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