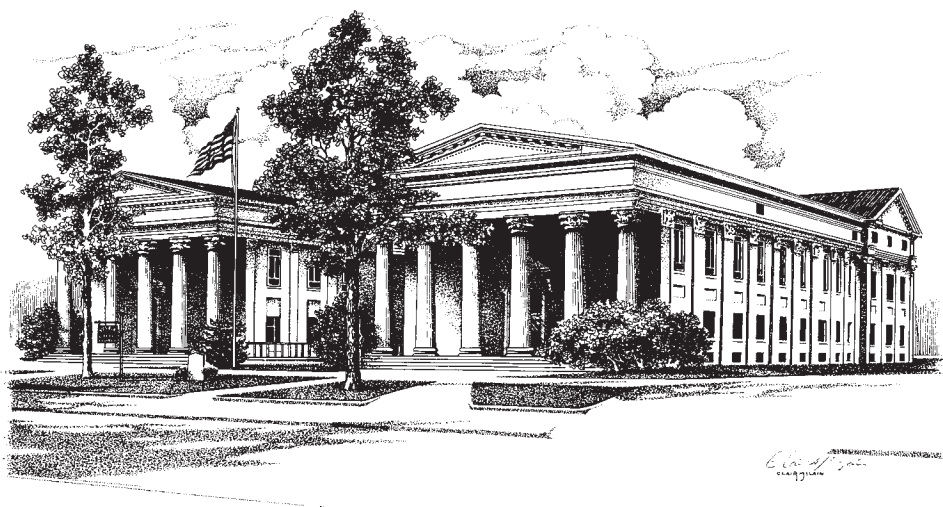


Erie County Legal Journal

April 2, 2021

Vol. 104 No. 14



104 ERIE 39-48

PNC Bank, N.A., Custodian for the Peter J. Fedorko, Jr.,
Individual Retirement Account v. Lehr

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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Erie County Bar Association

Calendar of Events and Seminars

MONDAY, APRIL 5, 2021

ECBA, ABA LRIS Review, Day 1
11:30 a.m. and 12:30 p.m.
via Zoom

TUESDAY, APRIL 6, 2021

ECBA, ABA LRIS Review, Day 2
11:30 a.m. and 12:30 p.m.
via Zoom

TUESDAY, APRIL 6, 2021

AKT 5K Committee Meeting
Noon
via Zoom

THURSDAY, APRIL 8, 2021

Bankruptcy Section Meeting
Noon
via Zoom

TUESDAY, APRIL 13, 2021

Diversity and Inclusion Division
Membership Support Subcommittee Meeting
Noon
via Zoom

THURSDAY, APRIL 15, 2021

ECBA, ABA LRIS Review, Day 3
Noon
via Zoom

THURSDAY, APRIL 15, 2021

Diversity and Inclusion Division
Education Subcommittee Meeting
Noon
via Zoom



Erie County Bar
Association



@eriepabar

FRIDAY, APRIL 16, 2021

Diversity and Inclusion Division
Community Subcommittee Meeting
Noon
via Zoom

MONDAY, APRIL 19, 2021

Diversity and Inclusion Division
Data Subcommittee Meeting
Noon
via Zoom

TUESDAY, APRIL 20, 2021

Young Lawyers Division Meeting
Noon
via Zoom

WEDNESDAY, APRIL 21, 2021

ECBA Live Seminar
PA Disciplinary System and Criminal Practice
View Attorney Thomas J. Farrell via Zoom
Conferencing at The Will J. Schaaf & Mary B. Schaaf
Education Center or via Zoom
11:45 a.m. - Registration
Noon - 1:00 p.m. - Seminar
\$47 (ECBA members/their non-attorney staff)
\$60 (non-members)
1 hour ethics

FRIDAY, APRIL 23, 2021

Young Lawyers Division Lunch with Judge Agresti
Noon
The Will J. Schaaf & Mary B. Schaaf Education Center
or via Zoom
\$10 (for lunch if attending in-person)

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

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA
MOTION COURT DATES FOR JUDGE THOMAS P. AGRESTI
ERIE AND PITTSBURGH DIVISION CASES

APRIL 2021 NOTICE

The following is a list of *April 2021, May 2021, and June 2021* motion court dates and times to be used for the scheduling of motions pursuant to *Local Rule 9013-5(a)* before **Judge Thomas P. Agresti** in the Erie and Pittsburgh Divisions of the Court. The use of these dates for scheduling motions consistent with the requirements of *Local Rule 9013-5(a)* and Judge Agresti's *Procedure B(1)-(3)* summarized below and on Judge Agresti's webpage at: www.pawb.uscourts.gov.

The motions will now be heard by the Zoom Video Conference Application. When using the below self-scheduling dates to schedule a matter please include the following Zoom Meeting link in your Notice: <https://www.zoomgov.com/j/16021303488>, or alternatively, to attend and use the following Meeting ID: 160 2130 3488. To join the Zoom hearing please initiate and use the link 15 minutes prior to your scheduled hearing time. All Attorneys and Parties may only appear via the Zoom Video Conference Application and must comply with the Amended Notice of Temporary Modification of Appearance Procedures Before Judge Thomas P. Agresti, as updated on June 10, 2020.

Counsel for a moving party shall select one of the following dates and times for matters subject to the "self-scheduling" provisions of the *Local Bankruptcy Rules* and the Judge's procedures, insert same on the notice of hearing for the motion, and serve the notice on all respondents, trustee(s) and parties in interest. Where a particular type of motion is listed at a designated time, filers shall utilize that time, *only*, for the indicated motions(s) *unless*: (a) special arrangements have been approved in advance by the Court, or, (b) another motion in the same bankruptcy case has already been set for hearing at a different time and the moving party chooses to use the same date and time as the previously scheduled matter.

SCHEDULE CHAPTERS 13 & 12 MOTIONS ON:

Select the following times, EXCEPT for the specific matters to be scheduled at 11:30 a.m.:

Wednesday, April 7, 2021	9:30 a.m.:	Open for all Erie & Pittsburgh Ch. 13 matters
Wednesday, May 5, 2021	10:00 a.m.:	Open for all Erie & Pittsburgh Ch. 13 matters
Wednesday, June 2, 2021	10:30 a.m.:	Open for all Erie & Pittsburgh Ch. 13 matters
Wednesday, June 23, 2021	11:00 a.m.:	Open for all Erie & Pittsburgh Ch. 13 matters
	11:30 a.m.:	Ch. 13 Sale, Financing and Extend/Impose Stay & Ch. 12 matters

SCHEDULE CHAPTERS 11 & 7 MOTIONS ON:

Select the following times, EXCEPT for Ch. 7 Motions to Extend/Impose Stay scheduled only at 11:00 a.m., and, all sale motions only at 11:30 a.m.:

Thursday, April 15, 2021	9:30 a.m.:	Open for all Erie & Pittsburgh Ch. 11 matters
Thursday, April 29, 2021	10:00 a.m.:	Open for all Erie & Pittsburgh Ch. 11 matters
Thursday, May 6, 2021	10:30 a.m.:	Open for all Erie & Pittsburgh Ch. 7 matters
Thursday, May 20, 2021*	11:00 a.m.:	Open for all Erie & Pittsburgh Ch. 7 matters, including all Ch. 7 Motions to Extend/Impose Stay
Thursday, June 3, 2021		
Thursday, June 24, 2021	11:30 a.m.:	Ch. 11 and 7 Sale Motions at this time, only

* **On May 20, 2021**, only, attorneys may use these times:

9:30 a.m.: Open for all Erie & Pittsburgh Ch. 11 matters

10:00 a.m.: Open for all Erie & Pittsburgh Ch. 7 matters, including all Ch. 7 Motions to Extend/Impose Stay

1:30 p.m.: Ch. 11 and 7 Sale Motions at this time, only

ALL OF THE DATES ARE SUBJECT TO REVISION. Please check each month for any changes in the dates that have been published previously. THIS SCHEDULE CAN BE VIEWED ON PACER (Public Access to Court Electronic Records) and on the Court's Web Site (www.pawb.uscourts.gov).

Michael R. Rhodes

Clerk of Court

Apr. 2

CORPORATE/BUSINESS PARALEGAL

MacDonald Illig is seeking an experienced Corporate/Business Paralegal to assist the attorneys in our Business Transactions Group. Please email resume and cover letter to Carol Bowen at cbowen@mijb.com. EOE

Mar. 26 and Apr. 2, 9

TRUSTS & ESTATES PARALEGAL

MacDonald Illig is seeking an experienced paralegal to work in our Trusts & Estates Practice Group. Please email resume and cover letter to Carol Bowen at cbowen@mijb.com. EOE

Mar. 26 and Apr. 2, 9



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**PNC BANK, N.A., CUSTODIAN FOR THE PETER J. FEDORKO, JR.,
INDIVIDUAL RETIREMENT ACCOUNT**

**v.
ANDREA LEHR**

JUDGMENTS / SUMMARY

A grant of summary judgment is appropriate where the right to such judgment is clear and free from all doubt. Summary judgment may be granted when pleadings, depositions, interrogatories, etc. show that there is no genuine issue as to any material facts and that the moving party is entitled to judgment as a matter of law.

CONTRACTS / SURETY AGREEMENTS / FORMATION

A suretyship agreement is present when a third party agrees to provide additional credit to a debtor for repayment of the debt by agreeing to undertake the debtor's obligation to the creditor if the debtor fails to perform. Generally, a suretyship agreement represents a three-party arrangement where a creditor is entitled to performance of a contract or contractual duty by the original debtor or the debtor's surety in instances where the debtor defaults.

CONTACTS / SURETY AGREEMENTS / TYPES OF SURETY AGREEMENTS

A surety agreement is a contract and the language of the surety agreement determines the surety's rights and liabilities. Under Pennsylvania law, sureties are divided into two classes: gratuitous sureties and compensated sureties. Pennsylvania courts distinguish between a gratuitous and compensated surety based on whether said surety received any pecuniary benefit from their status as surety.

CONTRACTS / SURETY AGREEMENTS / DISCHARGE OF SURETY

Pennsylvania courts have uniformly recognized that where the creditor and the debtor materially modify the terms of their relationship without obtaining the surety's assent thereto, the surety's liability may be affected. Where, without the surety's consent, there has been a material modification in the creditor-debtor relationship, a gratuitous (uncompensated) surety is completely discharged.

CONTRACTS / SURETY AGREEMENTS / DISCHARGE OF SURETY

Pennsylvania law discharges gratuitous sureties from liability following any alteration, material or not, to the underlying agreement between the parties: a gratuitous or accommodation guarantor is discharged by any change, material or not, and, even if he sustains no injury by the change, or if it be for his benefit, he has a right to stand upon the very terms of his obligation and is bound no further.

CONTRACTS / SURETY AGREEMENTS / DISCHARGE OF SURETY

Material modifications in the creditor-debtor relationship will not serve to discharge the surety where the surety has given prior consent to such material modification as part of the suretyship contract. In determining whether a surety contract must be given effect according to its own expressed intention as gathered from all the words and clauses used, taken as a whole, due regard being had also to the surrounding circumstances.

CONTRACTS / SURETY AGREEMENTS / DISCHARGE OF SURETY

To determine a party gave prior consent to a material modification that substantially increased the surety's risk, the suretyship agreement must contain express and specific language indicating the surety gave prior consent to such a material modification.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, PENNSYLVANIA
CIVIL DIVISION
NO. 10592-2017
501 WDA 2020

Appearances: John C. Melaragno, Esq., on behalf of Appellant PNC Bank
Kurt L. Sundberg, Esq., on behalf of Appellee Andrea Lehr

1925(a) OPINION

Domitrovich, J.,

June 15, 2020

This Trial Court denied Appellant’s [PNC Bank, N.A.’s] Motion for Summary Judgment and granted Appellee’s [Ms. Andrea Lehr’s] Motion for Summary Judgment. On appeal, Appellant sets forth five (5) paragraphs in Appellant’s 1925(b) Statement of Matters Complained of on Appeal, which this Trial Court has combined into a single issue: whether this Trial Court erred by denying Appellant’s Motion for Summary Judgment and granting Appellee’s Motion for Summary Judgment, where Appellee was a “gratuitous guarantor” who was discharged from her liability under a Lease Guaranty when Appellee was not provided notice and did not give her consent to material modifications that substantially increased her risk made to the three year Commercial Lease Agreement.

The facts of this case are as follows: On March 9, 2007, Appellant and Knoxville Restaurant Ventures, LLC [hereinafter KRV, LLC], entered into a three-year Commercial Lease Agreement [hereinafter Lease Agreement] for property located in Knoxville, Tennessee. KRV, LLC signed the lease to operate a “Quaker Steak and Lube” restaurant at the location. Also on March 9, 2007, Appellee and her spouse, Lance L. Lehr, an owner of KRV, LLC, executed a Lease Guaranty in favor of Appellant for any and all liability under this Lease Agreement. Appellee is the wife of Lance L. Lehr but is not associated with his business dealings in any way. Appellee was not a party to the Lease Agreement. Appellee was neither a member nor an owner of KRV, LLC, and she was never involved in any of KRV, LLC’s operations. Appellee never visited the property in Knoxville, Tennessee.

The relevant terms of the Lease Agreement are clear and unambiguous. The Lease Agreement provided for a strict three-year term:

2. The Leased Property is leased to Lessee subject to all the terms, covenants and conditions contained herein for a term of three (3) years commencing on March 9, 2007 (hereinafter “Commencement Date”) and through March 9, 2010, the Lease **to be fully complete and ended at the expiration of the period without notice.**

See Plaintiff’s Motion for Summary Judgment, Exhibit C, “TERM” (emphasis added). The Lease Agreement provided for a strict rental payment schedule:

	<u>ANNUAL</u>	<u>MONTHLY</u>
Year 1	\$150,000.00	\$12,500.00
Year 2	\$154,500.00	\$12,875.00
Year 3	\$159,135.00	\$13,261.25

ADDITIONAL PAYMENT

Year 3	\$66,306.24	\$5,525.52
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See Plaintiff’s Motion for Summary Judgment, Exhibit C, “RENT”. The Lease Agreement also explicitly precluded any potential renewal or extension of the lease:

3. There are no renewal or extension options under the terms of this Lease. Unless the Lessee has exercised its Option to Purchase as set forth in this Lease, any occupancy or use of the Leased Property subsequent to the 3 year Term shall be at the sole discretion of the Lessor and on such terms and conditions as are acceptable to Lessor.

See Plaintiff’s Motion for Summary Judgment, Exhibit B, “RENEWAL OPTIONS” (emphasis added). The Lease Agreement’s express and unambiguous terms set forth Appellee’s obligation, secured under the Lease Guaranty, to a three-year Lease Agreement with a certain payment schedule that terminated without the possibility of renewal or extension unless KRV, LLC purchased the property. Contrary to the firm obligations as stated in the Lease Agreement between KRV, LLC and Appellant, both parties’ performance during KRV, LLC’s tenancy belied any intent of Appellant and KRV, LLC to follow the Lease Agreement. KRV, LLC consistently failed to perform under the Lease Agreement, and Appellant consistently allowed KRV, LLC to remain as a tenant. Now, Appellant seeks to hold Appellee liable not just under the Lease Agreement. Appellant and KRV, LLC did not adhere to themselves but to hold Appellee responsible for the material modifications Appellant and KRV, LLC made to the Lease Agreement without her consent.

KRV, LLC began making the scheduled rental payments in April of 2007 but missed its first payment by December of the same year. KRV, LLC simultaneously initiated bankruptcy court proceedings in December of 2007, becoming a Chapter 11 debtor-in-possession until December of 2009, when KRV, LLC filed a Motion to Dismiss this bankruptcy case. On January 19, 2010, KRV, LLC’s case was dismissed by the U.S. Bankruptcy Court for the Western District of Pennsylvania. On February 21, 2014, Lance L. Lehr filed Chapter 13 Bankruptcy, which was subsequently converted to Chapter 7 Bankruptcy on May 19, 2014, and a Bankruptcy Court discharge was entered on November 12, 2014. Appellee was never a party to KRV’s Chapter II bankruptcy proceedings nor was she involved in her spouse’s subsequent Chapter 7 bankruptcy proceedings.

Despite KRV, LLC’s financial troubles, Appellant and KRV, LLC continued to maintain their ongoing business relationship. KRV, LLC made payments on the property from January 2008 to September 2008, albeit in amounts that deviated from the Lease Agreement, after which time the Appellant and KRV, LLC began to exchange emails that described material modifications to the Lease Agreement. Both Appellant and KRV, LLC agreed the Bankruptcy Court had rejected the lease and structured a new weekly payment schedule, beginning in October of 2008. And while KRV, LLC fell short of its obligations here, making low and inconsistent payments, Appellant continued to allow KRV, LLC to occupy the property.¹

¹ As this factual pattern demonstrates, Appellant was aware of KRV, LLC’s material defaults of the Lease Agreement beginning in December of 2007. KRV, LLC consistently did not meet its rental payment obligations under the Lease Agreement. This is discussed further in footnote 3, *infra.*, which addresses the applicable statute of limitations.

On March 27, 2009, however, Appellant sought rental payment increases from KRV, LLC: “the winter months are over and it is time for a rental increase ... In the meantime, advice [sic] what the rent increase will be commencing in April so that the IRA can decide how it wishes to proceed.” *See* Fedorko Depo., Exhibit 14. While KRV, LLC was making these 2009 payments, Appellant discovered KRV, LLC had not been paying the required taxes on the property, and Appellant again modified the payment terms to allow KRV, LLC to focus on paying the property taxes. All the while, Appellant and KRV, LLC continued to meet and discuss extending the lease term and reasonable rental payments for such extension, as shown by emails between Appellant and KRV, LLC. *See* Fedorko Dep., Exhibits 16, 17, & 18. This ongoing negotiation was also demonstrated by Appellant allowing KRV, LLC to remain Appellant’s tenant until December 31, 2013 without Appellant ever filing a notice of default or suggesting a new lease was required.

All of the negotiations between Appellant and KRV, LLC regarding rental payments and the extension of the Lease Agreement occurred unbeknownst to Appellee. Appellee was never informed of any of these new items and never gave her consent or approval to any of these new items. And while Appellant and KRV, LLC parted ways in December of 2013, it was not until June 26, 2017 that Appellant filed a Complaint against Appellee to recover \$2,317,681.60 in damages, covering KRV, LLC’s tenancy from April of 2007 to December of 2013.

1. This Trial Court did not err by granting Appellee’s Motion for Summary Judgment and Denying Appellant’s Motion for Summary Judgment.

a. Summary Judgment

The legal standard for granting a Motion for Summary Judgment in Pennsylvania is as follows. Rule 1035.2 of the Pennsylvania Rules of Civil Procedure states in relevant part: “... any party may move for summary judgment ... as a matter of law: (1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report, or (2) if, after the completion of discovery relevant to the motion, including the production of expert reports, an adverse party who will bear the burden of proof at trial has failed to produce evidence of facts essential to the cause of action or defense which in a jury trial would require the issues to be submitted to the jury.”

A grant of summary judgment is appropriate “where the right to such judgment is clear and free from all doubt.” *Toy v. Metropolitan Life Ins. Co.*, 928 A.2d 186, 195 (2007). Summary judgment may be granted when [pleadings, depositions, interrogatories, etc.] show that there is no genuine issue as to any material facts and that the moving party is entitled to judgment as a matter of law. *Coleman v. Coleman*, 663 A.2d 741 (Pa. Super. 1995). Where the non-moving party bears the burden of proof on an issue, they may not merely rely on their pleadings or answers to survive summary judgment. *Thompson v. Ginkel*, 95 A.3d 900, 904 (Pa. Super. 2014) (quoting *JP Morgan Chase Bank, N.A. v. Murray*, 63 A.3d 1258, 1261-62 (Pa. Super. 2013)). To defeat a summary judgment motion, the adverse party must come forth with evidence showing the existence of the facts essential to the cause of action or defense. *See* Pa.R.Civ.P. 1035.2, Note.

b. Suretyship Agreements

Relevant case law on suretyship agreements is summarized as follows. A suretyship

agreement is present when a third party agrees to provide additional credit to a debtor for repayment of the debt by agreeing to undertake the debtor's obligation to the creditor if the debtor fails to perform. *See Continental Bank v. Axler*, 510 A.2d 726, 729 (Pa. Super. 1986). Generally, a suretyship agreement represents a three-party arrangement where a creditor is entitled to performance of a contract or contractual duty by the original debtor or the debtor's surety in instances where the debtor defaults. *Id.*

A surety agreement is a contract and the language of the surety agreement determines the surety's rights and liabilities. *Beckwith Machinery Co. v. National Union Fire Ins. Co. of Pittsburgh*, 809 A.2d 403, 406 (Pa. Super. 2005). Under Pennsylvania law, sureties are divided into two classes: gratuitous sureties and compensated sureties. Pennsylvania courts distinguish between a gratuitous and compensated surety based on whether said surety received any pecuniary benefit from their status as surety. *McIntyre Square Associates* 827 A.2d at 452 n.8. For example, in the case of *J.F. Walker Co., Inc. v. Excalibur Oil Group, Inc.*, the Pennsylvania Superior Court held the sole shareholder in a corporation was a compensated surety where the shareholder's guarantee secured a line of credit to his corporation, despite not receiving direct compensation for the guaranty. 792 A.2d 1269, 1272 (Pa. Super. 2002). Pennsylvania courts protect gratuitous sureties from having their obligations extended by implication or by construction. *Id.* (citing *Barratt v. Greenfield*, 9 A.2d 188, 189 (Pa. Super. 1939). Their liability is "strictissimi juris." *Id.*

A surety may be discharged from liability depending on both modifications to the underlying agreement being secured and on whether the surety is compensated or gratuitous. Our Supreme Court has explained: "... Pennsylvania courts have uniformly recognized that where the creditor and the debtor materially modify the terms of their relationship without obtaining the surety's assent thereto, the surety's liability may be affected. **Where, without the surety's consent, there has been a material modification in the creditor-debtor relationship, a gratuitous (uncompensated) surety is completely discharged.**" *McIntyre Square Assoc. v. Evans*, 827 A.2d 446, 452 (Pa. Super. 2003) (quoting *Reliance Ins. v. Penn Paving, Inc.*, 734 A.2d 833, 838 (Pa. 1999)) (emphasis added). The presence of a material modification in the creditor-debtor relationship is sufficient to discharge a gratuitous surety from their obligation if it is made without the surety's consent.

"A material modification in the creditor-debtor relationship consists of a significant change in the principal debtor's obligation to the creditor that in essence substitutes an agreement substantially different from the original agreement on which the surety accepted liability." *J.F. Walker Co., Inc.*, 792 A.2d at 1274 (citing *Continental Bank*, 510 A.2d at 729; Restatement (First) of Security § 128, cmt. d). Material modifications occur when the principal debtor and creditor insert new obligations into an agreement or replace current obligations with new obligations. *See* Restatement (First) of Security § 128, cmt. d, Illustrations. For example, altering the specifications and timetable in a construction contract for the building of a home or extending a lease and increasing the rent are both considered material modifications to the principal debtor-creditor relationship. *Id.* This was the case in *McIntyre Square Assoc.* 827 A.2d 446, where the Pennsylvania Superior Court held the doubling of the lease term and the significant increase in the rent were not only material modifications, but material modifications that substantially increased the surety's risk. *Id.* at 452.

Moreover, Pennsylvania law discharges gratuitous sureties from liability following any

alteration, material or not, to the underlying agreement between the parties: “[a] **gratuitous or accommodation guarantor is discharged by any change, material or not**, and, even if he sustains no injury by the change, or if it be for his benefit, he has a right to stand upon the very terms of his obligation and is bound no further.” *Magazine Digest Pub. Co. v. Shade*, 199 A. 190, 192 (Pa. 1938) (emphasis added).

While material modifications made without the surety’s consent will discharge a gratuitous surety from liability under an agreement, a surety can give prior consent to such material modifications in the surety agreement itself. “... [M]aterial modifications in the creditor-debtor relationship will not serve to discharge the surety where the surety has given prior consent to such material modifications as part of the suretyship contract.” *Reliance Ins. Co. v. Penn Paving, Inc.*, 734 A.2d 833, 838 (Pa. 1999). “In determining whether a surety has consented to a material modification, the suretyship ‘contract must be given effect according to its own expressed intention as gathered from all the words and clauses used, taken as a whole, due regard being had also to the surrounding circumstances.’” *Id.* (quoting *Continental Bank*, 510 A.2d at 730). The suretyship agreement must be interpreted, in light of the surrounding circumstances of the agreement, to determine whether a party consented to the material modification in question.

Furthermore, to determine a party gave prior consent to a material modification that substantially increased the surety’s risk, **the suretyship agreement must contain express and specific language** indicating the surety gave prior consent to such a material modification. *Reliance Ins. Co.*, 734 A.2d at 838-39 (emphasis added). Otherwise, the Trial Court must discharge the surety from the surety’s liability if the material modifications substantially increase the surety’s risk.

c. This Trial Court did not err by finding Appellee was a gratuitous surety who was discharged from liability under the Lease Guaranty after Appellant and KRV, LLC materially modified the Lease Agreement by increasing the rent payments and extending the lease term thereby substantially increasing her risk without her consent.

This Trial Court found that Appellee, as a gratuitous surety, was discharged from her liability under the Lease Guaranty after Appellant and KRV, LLC materially modified the Lease Agreement by increasing the rent payments and by extending the lease term. Furthermore, this Trial Court found the modifications made by Appellant and KRV, LLC to the rent payments and lease term were material modifications that substantially increased Appellee’s risk. This Trial Court, after examining the Lease Guaranty, giving due regard to the surrounding circumstances of the transaction, and finding the Lease Guaranty did not include express or specific language contemplating waiver of material modifications that substantially increased Appellee’s risk, found Appellee did not give prior consent to material modifications of the Lease Agreement that substantially increased Appellee’s risk.

Appellee was a gratuitous surety. Appellee was not compensated in any recognized manner for her guaranty of the Lease Agreement. She was not directly compensated for her guaranty, nor did she have any ownership interest in KRV, LLC. Appellee was not involved in KRV, LLC’s management of the property; in fact, she never visited the property located in Knoxville, Tennessee. Appellant alleges Appellee is a compensated surety solely through

here status as Lance L. Lehr's spouse.² Extending Appellee's obligations under the Lease Guaranty by such implied compensation, however, is improper. No such "compensation via marriage" doctrine exists in Pennsylvania law. Therefore, this Trial Court concluded, as a matter of law, Appellee was a gratuitous surety, and the issue then became whether Appellee gave her consent to modifications made to the Lease Agreement.

It is undisputed that Appellee was never notified of any modifications to the Lease Agreement nor did she give her consent to any modifications to the Lease Agreement. Appellee stated in her deposition she never received notice concerning any modification of the Agreement, to which Appellant's counsel agreed during this Trial Court's Hearing on Summary Judgment. (N.T.: Motion for Summary Judgment Hearing, February 25, 2020, p. 25: 2-13; 14-20). It is also undisputed no modified agreement in writing was ever produced or presented to Appellee memorializing any of the modifications Appellant and KRV, LLC made to the Agreement. Given that Appellee was never notified of any discussions or negotiations between Appellant and KRV, LLC concerning the Lease Agreement, Appellee could never have given her consent to any modification made to the Lease Agreement.

The modifications KRV and Appellant made to the Lease Agreement were not only material but substantially increased Appellant's risk under the Lease Agreement as well. The terms of the Lease Agreement Appellee signed on March 9, 2007 stipulated a three-year term complete with a consistent payment schedule to conclude on March 9, 2010. *See* Appellant's Motion for Summary Judgment, Exhibit C, "TERM". This Lease Agreement did not contain any extension or renewal provisions. *Id.* at "RENEWAL OPTIONS". The Lease Agreement called for monthly payments of \$12,500.00 in year 1; \$12,875.00 in year 2; and \$13,261.25 in year 3; for a total of \$463,635 over three years. *Id.* at "EXHIBIT B". The Agreement only provided for a month-to-month holdover tenancy should KRV remain on the premises past the three-year term. *Id.* at "HOLDING OVER".

Due to the financial difficulties KRV, LLC experienced during its tenancy, however, Appellant and KRV, LLC engaged in a series of material modifications to the Lease Agreement to ensure the continued tenancy of KRV, LLC. Appellant and KRV, LLC more than doubled the initial Lease Agreement term, extending it from three to over six years, and increased the monthly rental payments. *See* Fedorko's Depo., Exhibit 14. Appellee was obligated to secure a three-year lease with rental payments to total \$463,635 plus various other expenses such as property taxes. The degree to which these material modifications increased Appellee's risk is shown by Appellant's initial complaint establishing KRV, LLC's last date of tenancy was December 31, 2013, resulting in over \$2 million in damages. The obligations under the initial Lease Agreement had clearly been substituted for substantially different and riskier obligations. The initial Lease Agreement was substituted for a new

² Compensated sureties are not discharged from their liability under a surety agreement as easily as gratuitous sureties. The only instance where a material modification, made without the surety's consent, will not discharge a gratuitous surety from liability is if the material modification is entirely to the surety's benefit. On the other hand, the only material modification, made without the surety's consent, that will discharge a compensated surety from liability is if the material modification substantially increases the surety's risk. *See* Restatement (First) of Security § 128. Appellant argues both sides of this distinction: that Appellee was a compensated surety compensated by her marriage to Lance Lehr; and that even if she was a gratuitous surety, the modifications were entirely to the benefit of Appellee. However, this Trial Court found Appellant's arguments unconvincing. Appellee is a gratuitous surety, and even if she were a compensated surety, she would be discharged from liability as the material modifications substantially increased her risk.

agreement Appellee never secured, similar to the surety in *McIntyre Square Assoc.* 827 A.2d at 452 (see *supra*). The Pennsylvania Superior Court found the surety's lease was materially modified the surety's risk increased. *Id.*

As a gratuitous surety, Appellee was entitled to give her consent to material modifications Appellant and KRV, LLC planned to make to the Lease Agreement that substantially increased her risk. Alternatively, assuming *arguendo* Appellee was a compensated surety, she would still be discharged from her liability, as compensated sureties are discharged from all liability if material changes that substantially increase their risk are made without their consent. See *McIntyre Square Assoc.*, 827 A.2d at 452. Since she was never notified, she could not have given her consent at the time Appellant and KRV, LLC made these material modifications. Moreover, the Lease Guaranty itself, giving due regard to the surrounding circumstances of the transaction, cannot be interpreted to have granted prior consent to Appellant and KRV, LLC's material modifications that substantially increased Appellee's risk. The Lease Guaranty did not contain any provision that expressly or specifically contemplated granting material modifications that substantially increased Appellee's risk. Appellee, as a gratuitous surety, who secured an express and unambiguous three-year lease, could not have contemplated or predicted the modifications in question. A review of the relevant case law guides this Trial Court's analysis as the facts of the instant case are very similar to the facts in *Reliance Ins. Co.* and *McIntyre Square Assoc.*

In *Reliance*, the Pennsylvania Supreme Court, following the reasoning of the Superior Court in *Continental Bank*, held the party in question did not waive notice of material modifications that substantially increased the surety's risk because no express or specific language was in the agreement demonstrating the surety gave prior consent to such modifications. *Reliance Insurance Company*, 734 A.2d at 451. The surety had its risk in a payment bond agreement increased from \$200,000 to \$5 million, which substantially increased the surety's risk, and the bond insurer, *Reliance Insurance Co.*, claimed the surety gave prior consent to future loans in the surety's indemnification agreement. *Id.* at 833-34. The Supreme Court disagreed: "[p]ursuant to the twelfth paragraph, [surety] waived the right to notice of an assent, assignment, change in time or manner of payment, or other change or extension in the terms of a bond approved by *Reliance*. **The excerpted provisions do not contain any language constituting consent to a material increase in the risk of liability to [surety] or language expressly waiving notice of a material modification in the risk of liability.** Nor do the provisions expressly refer to a material modification of the bonding line." *Id.* at 452-53 (emphasis added).

In *Continental Bank*, the Pennsylvania Superior Court ruled the surety was still bound to the underlying agreement since their surety agreement stipulated they were bound to the liabilities of successor entities. 510 A.2d at 729-30. The surety claimed they were discharged from liability by the debtor company's sale to a third party. *Id.* Key to the Pennsylvania Superior Court's analysis, as explained by the Pennsylvania Supreme Court, is the specific language contained in the surety agreement itself: "[t]he suretyship contract signed by [sureties] **specifically provided that [sureties] had waived notice of any fact which might materially increase their risk,** that [creditor] had the right without notice to or consent of [sureties] to modify, change or supplement any indebtedness without affecting or discharging [sureties'] liabilities, and that [sureties] **would be obligated for the liabilities**

of any partnership, firm, corporation or other company which may be a successor to [debtor].” *Id.*; *Reliance*, 734 A.2d at 838-39.

Finally, in *McIntyre Square Assoc.*, the Pennsylvania Superior Court held the doubling of a lease term and a significant rental increase to be material modifications that substantially increased the surety’s risk. 827 A.2d at 453. The Superior Court then examined the surety agreement, specifically the “No Discharge of Guaranty” provision to determine if the surety gave prior consent to material modifications that substantially increased the surety’s risk. *Id.* at 453-54. The Court held the provision’s language that the liability of the Guarantor hereunder shall not be discharged notwithstanding **“any amendment or modification of the provisions of the Lease Agreement”** made without notice **was not, under *Reliance*, a grant of prior consent to material modifications that substantially increase the surety’s risk.** *Id.* While the Pennsylvania Superior Court found the language “any act, thing, omission or delay to do any act or thing that may, in any manner, or to any extent, vary the risk of Guarantor ...” would have been sufficient to give prior consent to material modifications that substantially increase the surety’s risk, the language contained within the same sentence “or that would otherwise operate as a discharge of any Guarantor as a matter of law ...” made the language ambiguous. *Id.*

In the instant case, the Lease Guaranty does not contain any express or specific language such as “any act, thing, omission or delay to do any act or thing that may, in any manner, or to any extent, vary the risk of Guarantor ...” that could be interpreted as the surety’s grant of prior consent to material modifications that substantially increase the surety’s risk. The instant Lease Guaranty is thus distinguishable from the agreements analyzed in *Continental Bank* and *McIntyre Assoc.*, that were found to have given or would have given, respectively, prior consent to material modifications that substantially increase the surety’s risk.

The instant Lease Guaranty contains only one provision that contemplates waiver of notification. See Appellant’s Motion for Summary Judgment, Exhibit A, “Waiver of Notices.” The waiver provision states: “[w]ithout notice to or further assent from the Guarantor, the Landlord **may waive or modify any of the terms or conditions of the Lease ...**” (emphasis added). This term, as the agreement examined in *Reliance*, does not contain express or specific language regarding material modifications that substantially increase Appellee’s risk. The Lease Guaranty also contains a discharge of liability provision; however, the provision in the instant case does not contain any language contemplating a variance in the risk of the surety based on the actions of the principal debtor-creditor.

Moreover, when you consider the circumstances surrounding the transaction between Appellee, Appellant, and KRV, LLC, it becomes even clearer Appellee had no intention of waiving her right to notification and consent to material modifications that would substantially increase her risk. Appellee is not a commercial party nor was she connected in any way to the subject of the transaction. She was not a member of KRV, LLC, and she did not benefit financially, either directly or indirectly, in any way from the restaurant or from KRV, LLC’s tenancy on the property. Appellee was a gratuitous surety who guaranteed her spouse’s company’s initial three-year Lease Agreement.

The instant Lease Agreement itself in the instant case denotes a strict payment schedule and states multiple times its term is for three years. This Lease Agreement did not contain an extension or renewal provision but rather expressly forbade any extension or renewal.

Appellee could not have been put on notice to expect such modifications; and, of course, Appellant and KRV, LLC did not notify her of any modification or any default. Given Appellee did not have any direct connection to the business dealings of KRV, LLC, Appellant, or the restaurant itself, Appellee could not have been expected to become informed of the financial status between the Appellant and KRV, LLC. In fact, Appellant never communicated with Appellee in any manner and continuously granted KRV, LLC the opportunity to remain on the premises instead of claiming default. Appellant is now suing Appellee over four years after KRV, LLC last occupied the property and approximately ten years after KRV, LLC missed its first rental payment. Appellant's behavior clearly indicates Appellant did not consider Appellee as having given prior consent to the material modifications that Appellant and KRV, LLC made to the Lease Agreement.

After reviewing the instant Lease Guaranty, giving due regard to the surrounding circumstances of the transaction, this Trial Court found Appellee did not give prior consent to material modifications of the Agreement that substantially increased Appellee's risk. Appellant was required to obtain Appellee's consent to any material modifications that substantially increased her risk before Appellant and KRV, LLC made the material modifications in order to maintain Appellee's liability under the Lease Guaranty. Since Appellant failed to obtain her consent and since the extension of the lease term and the increase in rental payments were material modifications that substantially increased her risk, Appellee was discharged of her liability under the Lease Guaranty. Moreover, Appellee was discharged whether the modifications were material or not, as Pennsylvania law still holds gratuitous guarantors are discharged from liability following any modification to the Lease Agreement, as gratuitous guarantors have the right to stand on the terms to which they initially agreed.

For all of the above reasons, this Trial Court granted Appellee's motion for Summary Judgment and denied Appellant's Motion for Summary Judgment. This Trial Court also found the issue of the statute of limitations to be moot after finding Appellee was discharged of any liability under the lease guaranty.³ Therefore, this Trial Court respectfully requests the Pennsylvania Superior Court affirm this Trial Court's Order dated March 19, 2020, denying Appellant's Motion for Summary Judgment and granting Appellee's Motion for Summary Judgment, thereby dismissing Appellant's civil action with prejudice.

BY THE COURT

/s/ **Hon. Stephanie Domitrovich, Judge**

³ This Trial Court notes the statute of limitations would have barred Appellant's cause of action. The Superior Court stated in *Leedom v. Spano*, 647 A.2d 221, 224-29 (Pa. Super. 1994), "[i]t is a fundamental principle of surety law that upon default by the principal, both principal and surety thereupon become liable on the original undertaking ... Thus, the creditor's cause of action against the surety accrues upon material default by the debtor." In the instant case, as demonstrated in the facts listed above, Appellant was well aware of KRV, LLC's material defaults under the Lease Agreement beginning in December of 2007. Rather than declare KRV, LLC in default, Appellant began a series of material modifications to the Lease Agreement to allow KRV, LLC to remain in the property. And even assuming *arguendo* Appellee is liable for KRV, LLC's material defaults for the Lease Agreement's full three-year term — that term ended on April 9, 2010. Appellant did not declare default on KRV, LLC during this period and did not attempt to hold Appellee liable under the Lease Guaranty until it filed its cause of action on June 26, 2017, well after the expiration of the four year statute of limitations. See 42 Pa.C.S. § 5525(a)(8) (Surety agreement is a contract. See *Beckwith Machinery Co.*, 809 A.2d at 406 (*supra*)).

NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT I.O.P. 65.37

**PNC BANK, N.A., CUSTODIAN FOR THE PETER J. FEDORKO, JR.,
INDIVIDUAL RETIREMENT ACCOUNT, Appellant
v.
ANDREA LEHR**

IN THE SUPERIOR COURT OF PENNSYLVANIA
No. 501 WDA 2020

Appeal from the Order Entered March 19, 2020
In the Court of Common Pleas of Erie County Civil Division at No(s): 10592-2017

BEFORE: BOWES, J., McCAFFERY, J., and COLINS, J.*

MEMORANDUM BY COLINS, J.:

FILED: MARCH 22, 2021

Appellant, PNC Bank, N.A., custodian for the Peter J. Fedorko, Jr., individual retirement account, appeals from the order of March 19, 2020, granting the motion for summary judgment of Appellee, Andrea Lehr, dismissing Appellant's case with prejudice, and denying Appellant's motion for summary judgment. We affirm.

In its opinions, the trial court fully and correctly set forth the relevant facts and procedural history of this case. *See* Trial Court Opinion, dated March 19, 2020, at 1-2; Trial Court Opinion, dated June 16, 2020, at 1-4. Therefore, we have no reason to restate them at length here.

For the convenience of the reader, we briefly note that, on March 9, 2007, Appellant and Knoxville Restaurant Ventures, LLC ("KRV"), entered into a three-year commercial lease agreement for property located in Knoxville, Tennessee. Trial Court Opinion, dated March 19, 2020, at 1; Trial Court Opinion, dated June 16, 2020, at 1. Appellee and her spouse, Lance L. Lehr, executed a lease guaranty in favor of Appellant for any and all liabilities due under the lease agreement. Trial Court Opinion, dated March 19, 2020, at 1; Trial Court Opinion, dated June 16, 2020, at 1. Mr. Lehr was a member of KRV; Appellee was not. Exhibit A.

Without a written signed modification agreement and without consent and notice to [Appellee], [Appellant] orally agreed to work with KRV so that KRV could remain a tenant of the building and property [after KRV began bankruptcy proceedings]. KRV began making payments past due on the rent and real estate taxes. . . . [Appellant] filed a Complaint against only [Appellee] and sought to recover damages in the amount of \$2,317,681.60 against only [Appellee].

Trial Court Opinion, dated March 19, 2020, at 2.

Both parties filed for summary judgment, and, on March 19, 2020, the trial court found

* Retired Senior Judge assigned to the Superior Court.

in favor of Appellee and against Appellant. On April 17, 2020, Appellant filed this timely appeal.¹

Appellant presents the following issue for our review:

Did the trial court commit an error of fact and/or law by granting [Appellee]’s motion for summary judgment and dismissing [Appellant]’s case, with prejudice?

Appellant’s Brief at vii (unnecessary capitalization omitted).

Appellant contends that “the trial court erred by granting Appellee’s motion for summary judgment and by dismissing [Appellant]’s case with prejudice.” *Id.* at 7 (unnecessary capitalization omitted). Appellee answers that she was “completely discharged” from the lease guaranty, “because there were material modifications to the terms of the lease agreement without her consent.” Appellee’s Brief at 12.

Entry of summary judgment is governed by Rule 1035.2 of the Rules of Civil Procedure:

After the relevant pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for summary judgment in whole or in part as a matter of law

(1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report, or

(2) if, after the completion of discovery relevant to the motion, including the production of expert reports, an adverse party who will bear the burden of proof at trial has failed to produce evidence of facts essential to the cause of action or defense which in a jury trial would require the issues to be submitted to a jury.

Pa.R.C.P. 1035.2. In addition:

Our standard of review of an appeal from an order granting summary judgment is well settled: Summary judgment may be granted only in the clearest of cases where the record shows that there are no genuine issues of material fact and also demonstrates that the moving party is entitled to judgment as a matter of law. Whether there is a genuine issue of material fact is a question of law, and therefore our standard of review is *de novo* and our scope of review is plenary. When reviewing a grant of summary judgment, we must examine the record in a light most favorable to the non-moving party.

Newell v. Montana West, Inc., 154 A.3d 819, 821–22 (Pa. Super. 2017) (citations and internal quotation marks omitted).

¹ Appellant filed its statement of errors complained of on appeal on May 13, 2020. The trial court had included an opinion with the order of March 19, 2020. It entered a second opinion, pursuant to Pa.R.A.P. 1925(a), on June 16, 2020.

Reason v. Kathryn's Korner Thrift Shop, 169 A.3d 96, 100 (Pa. Super. 2017).

Furthermore, Pennsylvania courts have consistently differentiated between gratuitous (uncompensated) sureties and sureties who are compensated:

While we have held that in cases of corporate sureties the bond is to be strictly construed in favor of the obligee, we have also held that, when obligations of suretyship or indemnity are assumed by individuals without pecuniary compensation, their obligations are not to be extended by implication or construction. Their liability is strictissimi juris.²

Barratt v. Greenfield, 137 Pa. Super. 310, 9 A.2d 188, 189 (1939).

² “[T]o be interpreted in the strictest manner.” Black’s Law Dictionary 1435 (7th ed. 1999).

J.F. Walker Co. v. Excalibur Oil Group, Inc., 792 A.2d 1269, 1274 (Pa. Super. 2002). “Where, without the surety’s consent, there has been a material modification in the creditor-debtor relationship, a gratuitous (uncompensated) surety is completely discharged.” *Id.* (citation omitted). *See also Magazine Digest Publishing Co. v. Shade*, 199 A. 190, 192 (Pa. 1938) (“A gratuitous or accommodation guarantor is discharged by any change, material or not, and, even if he sustains no injury by the change, or if it be for his benefit, he has a right to stand upon the very terms of his obligation and is bound no further.”).

After a thorough review of the record, the briefs of the parties, the applicable law, and the well-reasoned opinion of the Honorable Stephanie Domitrovich, we conclude that Appellant’s issue merits no relief. The trial court opinions comprehensively discuss and properly dispose of that question. *See* Trial Court Opinion, dated March 19, 2020, at 5; Trial Court Opinion, dated June 16, 2020, at 8-15 (trial court did not err by finding Appellee was a gratuitous surety who was discharged from liability under the lease guaranty after Appellant and KRV materially modified the lease agreement by increasing the rent payments and extending the lease term thereby substantially increasing her risk without her consent).

Accordingly, the trial court properly entered summary judgment in favor of Appellee, and we affirm on the basis of the trial court’s opinions. The parties are instructed to attach the opinions of the trial court in any filings referencing this Court’s decision.

Order affirmed.

Judgment Entered

/s/ Joseph D. Seletyn, Esq.

Prothonotary

Date: 3/22/2021



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FICTITIOUS NAME NOTICE

Pursuant to Act 295 of December 16, 1982 notice is hereby given of the intention to file with the Secretary of the Commonwealth of Pennsylvania a "Certificate of Carrying On or Conducting Business under an Assumed or Fictitious Name." Said Certificate contains the following information:

FICTITIOUS NAME NOTICE

An application for registration of the fictitious name Chow Order, 21 W. 9th St., Apt. 505, Erie, PA 16501 has been filed in the Department of State at Harrisburg, PA, File Date 12/11/2020 pursuant to the Fictitious Names Act, Act 1982-295. The name and address of the person who is a party to the registration is David Gardner, 326 Commons Dr. Sth, Jacksonville, NC 28546.

Apr. 2

FICTITIOUS NAME NOTICE

Notice is hereby given that an Application for Registration of Fictitious Name was filed in the Department of State of the Commonwealth of Pennsylvania on January 21, 2021 for Edinboro Landscaping at 129 Chestnut Street, Apt. 2, Edinboro, PA 16412. The name and address of each individual interested in the business is Graham Charles Hipwell at 129 Chestnut Street, Apt. 2, Edinboro, PA 16412. This was filed in accordance with 54 PaC.S. 311.

Apr. 2

FICTITIOUS NAME NOTICE

Notice is hereby given that an Application for Registration of Fictitious Name was filed in the Department of State of the Commonwealth of Pennsylvania on January 14, 2021 for Fresh Life Innovative Properties at 3929 David Rd., Erie, PA 16510. The name and address of each individual interested in the business is Thomas Majewski at 3929 David Rd., Erie, PA 16510. This was filed in accordance with 54 PaC.S. 311.

Apr. 2

FICTITIOUS NAME NOTICE

Notice is hereby given that an Application for Registration of Fictitious Name was filed in the Department of State of the Commonwealth of Pennsylvania on January 21, 2021 for Inkwell Screenprinting at 137 Bank St., North East, PA 16428. The name and address of each individual interested in the business is Graham Matthew Alva at 137 Bank St., North East, PA 16428. This was filed in accordance with 54 PaC.S. 311.

Apr. 2

LEGAL NOTICE

IN THE COURT OF

COMMON PLEAS

Erie COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE

FORECLOSURE

Term No. 2020-11008

NOTICE OF ACTION IN

MORTGAGE FORECLOSURE

BAYVIEW LOAN

SERVICING, LLC, Plaintiff

vs.

L.T. A MINOR, Solely in Her

Capacity as Heir of Rebecca J.

Gibson, Deceased, The Unknown

Heirs of Rebecca J. Gibson,

Deceased, ALEC THOMAS, Solely

in His Capacity as Heir of Rebecca

J. Gibson, Deceased & NOAH

THOMAS, Solely in His Capacity

as Heir of Rebecca J. Gibson,

Deceased, Mortgagor and Real

Owner, Defendants

L.T., A MINOR, Solely in Her

Capacity as Heir of Rebecca J.

Gibson, Deceased, The Unknown

Heirs of Rebecca J. Gibson

Deceased, ALEC THOMAS, Solely

in His Capacity as Heir of Rebecca

J. Gibson, Deceased & NOAH

THOMAS, Solely in His Capacity

as Heir of Rebecca J. Gibson,

Deceased, MORTGAGOR AND

REAL OWNER, DEFENDANT

whose last known address is C/O

Kyle Thomas, 238 York Street,

Corry, PA 16407.

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FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.

You are hereby notified that Plaintiff, BAYVIEW LOAN SERVICING, LLC, has 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. 2020-11008 wherein Plaintiff seeks to foreclose on the mortgage secured on your property located, 238 York Street, Corry, PA 16407 whereupon your property will be sold by the Sheriff of Erie.

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint of for any other claim or 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 OR CANNOT AFFORD ONE, 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.

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Apr. 2



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SHERIFF SALES

Notice is hereby given that by virtue of sundry Writs of Execution, issued out of the Courts of Common Pleas of Erie County, Pennsylvania, and to me directed, the following described property will be sold at the Erie County Courthouse, Erie, Pennsylvania on

**APRIL 16, 2021
AT 10 A.M.**

All parties in interest and claimants are further notified that a schedule of distribution will be on file in the Sheriff's Office no later than 30 days after the date of sale of any property sold hereunder, and distribution of the proceeds made 10 days after said filing, unless exceptions are filed with the Sheriff's Office prior thereto.

All bidders are notified prior to bidding that they **MUST** possess a cashier's or certified check in the amount of their highest bid or have a letter from their lending institution guaranteeing that funds in the amount of the bid are immediately available. If the money is not paid immediately after the property is struck off, it will be put up again and sold, and the purchaser held responsible for any loss, and in no case will a deed be delivered until money is paid.

John T. Loomis

Sheriff of Erie County

Mar. 26 and Apr. 2, 9

SALE NO. 1

**Ex. #10426 of 2013
NORTHWEST SAVINGS
BANK, Plaintiff**

v.

**BRENDA L. MALMGREN,
Defendant**

DESCRIPTION

By virtue of a Writ of Execution filed at No. 2013-10426, Northwest Savings Bank vs. Brenda L. Malmgren, owner of property situate in the Township of Harborcreek, Erie County, Pennsylvania being: 3417 Greenlawn Avenue, Erie, Pennsylvania.
Approx. .5132 acres
Assessment Map Number:
(27) 56-190-1.01
Assessed Value Figure: \$90,600.00

Improvement Thereon: Residence
Kurt L. Sundberg, Esq.
Marsh Schaaf, LLP
300 State Street, Suite 300
Erie, Pennsylvania 16507
(814) 456-5301

Mar. 26 and Apr. 2, 9

SALE NO. 2

**Ex. #12406 of 2020
75 NORTH MAIN STREET,
SBL, LLC, Plaintiff**

v.

**MICHAEL PANDOLPH,
Defendant**

DESCRIPTION

By virtue of Writ of Execution filed at No. 12406-2020, 75 North Main Street, SBL, LLC vs. Michael Pandolph, owner of the following properties identified below:

1) Situate in the Borough of Union City, County of Erie, and Commonwealth of Pennsylvania at 75 North Main Street, Union City, Pennsylvania 16438:

Assessment Map No.:

41-006-014.0-022.00

Assessed Value Figure: \$140,000.00
Improvement Thereon:

Funeral Home

Michael P. Kruszewski, Esquire

Pa. I.D. No. 91239

The Quinn Law Firm

2222 West Grandview Boulevard

Erie, PA 16506

(814) 833-2222

Mar. 26 and Apr. 2, 9

SALE NO. 3

**Ex. #10326 of 2020
TRINITY FINANCIAL
SERVICES, Plaintiff**

v.

Richard A. Stritzinger, Defendant

DESCRIPTION

ALL that certain piece or parcel of land situate in the City of Erie, County of Erie and State of Pennsylvania.

BEING KNOWN AS: 818 Wayne Street, Erie, PA 16503

PARCEL #15020034020300

Improvements:

Residential Dwelling.

Jennie C. Shnyder, Esquire

Id. No. 315213

Attorney for Plaintiff

490 Carlisle Pike #182

Mechanicsburg, PA 17050
Southampton, PA 18966
(844) 899-4162

Mar. 26 and Apr. 2, 9

SALE NO. 5

**Ex. #12009 of 2020
Deutsche Bank National Trust
Company, as Trustee for
NovaStar Mortgage Funding
Trust, Series 2006-6 NovaStar
Home Equity Loan Asset-Backed
Certificates, Series 2006-6,
Plaintiff**

v.

Lester Jones, Defendant

DESCRIPTION

By virtue of Writ of Execution No. 12009-20, Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-6 NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-6 v. Lester Jones, 217 Lighthouse Street, City of Erie, PA 16507, Tax Parcel No. 14010045024800. Improvements thereon consisting of a Residential Dwelling, sold to satisfy judgment in the amount of \$59,752.35.

Attorneys for Plaintiff:

Andrew J. Marley, Esquire

Stern & Eisenberg, PC

1581 Main Street, Suite 200

The Shops at Valley Square

Warrington, PA 18976

(215) 572-8111

Mar. 26 and Apr. 2, 9

SALE NO. 6

**Ex. #11713 of 2020
LAKEVIEW LOAN
SERVICING, LLC, Plaintiff**

v.

**BRODERICK T. ALLEN,
Defendant(s)**

DESCRIPTION

ALL THOSE CERTAIN LOTS OR PIECES OF GROUND SITUATE IN THE CITY OF ERIE, ERIE COUNTY, PENNSYLVANIA: BEING KNOWN AS: 301 E. 28TH STREET, ERIE, PA 16504
BEING PARCEL NUMBER: 18050079021900
IMPROVEMENTS: RESIDENTIAL PROPERTY
Robertson, Anschutz, Schneid, Crane & Partners, PLLC

A Florida Limited Liability Company
133 Gaither Drive, Suite F
Mt. Laurel, NJ 08054
(855) 225-6906
Attorneys for Plaintiff
Robert Flacco, Esquire,
Id. No. 325024

Mar. 26 and Apr. 2, 9

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M-F, 8:30 a.m. - 5:00 p.m.



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

CONWAY, JEFFREY T., a/k/a JEFFREY CONWAY, a/k/a JEFFREYTERRENCE CONWAY, deceased

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

Executor: David P. Conway, c/o Kurt L. Sundberg, Esq., Suite 300, 300 State Street, Erie, PA 16507

Attorney: Kurt L. Sundberg, Esq., MARSH SCHAAF, LLP, Suite 300, 300 State Street, Erie, PA 16507

DRISCOLL, LINDA P., a/k/a LINDA DRISCOLL, a/k/a LINDA LOU DRISCOLL, a/k/a LINDA L. DRISCOLL, deceased

Late of the Borough of Girard
Executrix: Wendy DeArment, 236 Macrina Drive, Girard, Pennsylvania 16417

Attorney: Grant M. Yochim, Esq., 24 Main Street East, P.O. Box 87, Girard, PA 16417

ELLER, LOUIS H., deceased

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

Executrix: Diana L. Zenewicz, 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

FRATUS, ROBERT L., a/k/a ROBERT LOUIS FRATUS, a/k/a ROBERT FRATUS, deceased

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

Co-executors: Robert J. Fratus and Nicholas J. Fratus, c/o 337 West 10th Street, Erie, PA 16502

Attorneys: THE FAMILY LAW GROUP, LLC, 337 West 10th Street, Erie, PA 16502

HUGHES, ASHA M., a/k/a ASHA HUGHES, a/k/a ASHA MARIAH KUNDI, a/k/a ASHA M. KUNDI, a/k/a ANGELINE M. KUTTERNA, deceased

Late of Lawrence Park Township, County of Erie and Commonwealth of Pennsylvania

Administrator: John T. Hughs, Jr., c/o 504 State Street, Suite 300, Erie, PA 16501

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

HULTBERG, BRIAN K., a/k/a BRIAN KENT HULTBERG, deceased

Late of the Township of McKean, County of Erie, and State of Pennsylvania

Executor: James Hultberg
Attorney: Gregory A. Karle, Esq., Dailey, Karle & Villella, 731 French Street, Erie, PA 16501

PEPLINSKI, BEVERLY ANN DEETTA, deceased

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

Executor: Edward C. Peplinski, Jr., c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506
Attorney: Colleen R. Stumpf, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

RACLAWSKI, ZDZISLAW JOHN, a/k/a ZDZISLAW J. RACLAWSKI, a/k/a JOHN RACLAWSKI, deceased

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

Executrix: Diane R. Voelker, c/o MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

RINDERLE, JAMES J., a/k/a JAMES JUDE RINDERLE, deceased

Late of Summit Township, County of Erie and Commonwealth of Pennsylvania

Executor: Benjamin Rinderle, c/o 333 State Street, Suite 203, Erie, PA 16507

Attorney: Damon C. Hopkins, Esquire, 333 State Street, Suite 203, Erie, PA 16507

STROUP, ROBERT A., a/k/a ROBERT STROUP, deceased

Late of Harborcreek Township, Erie County, Commonwealth of Pennsylvania

Executor: Robert Adam Stroup, 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

ZYGAI, CONSTANCE M., deceased

Late of Millcreek Township, County of Erie, Pennsylvania

Executrix: Laura L. Yochim, c/o 3939 West Ridge Road, Suite B-27, Erie, PA 16506

Attorney: James L. Moran, Esquire, 3939 West Ridge Road, Suite B-27, Erie, PA 16506

SECOND PUBLICATION

**ADAMS, EARL H.,
deceased**

Late of the City of Erie, County of Erie, Commonwealth of Pennsylvania
Executrix: Rita J. Daub, 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

**ALBERICO, DOMINICK
JOSEPH, a/k/a
DOMINICK J. ALBERICO,
deceased**

Late of the City of Erie, County of Erie and Commonwealth of Pennsylvania
Executor: Carl M. Alberico, c/o Kevin M. Monahan, Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorney: Kevin M. Monahan, Esq., MARSH SCHAAF, LLP., Suite 300, 300 State Street, Erie, PA 16507

**ANTHONY, AMELIA M.,
deceased**

Late of Millcreek Township, Erie County, Commonwealth of Pennsylvania
Co-executrices: Tina A. Anthony and Denise M. Anthony, 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

**AVERILL, STEWART L., a/k/a
STEWART LEONARD AVERILL,
deceased**

Late of the City of Erie, County of Erie, and State of Pennsylvania
Executrix: Kara R. Averill
Attorney: Gregory A. Karle, Esq., Dailey, Karle & Villella, 731 French Street, Erie, PA 16501

**BARNES, ALENE BRICKER,
deceased**

Late of the Township of Fairview, County of Erie, Commonwealth of Pennsylvania
Executrix: Anne M. Lane, 3414 Westbrook Lane, Highlands Ranch, CO 80129
Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

**FIELD, NORMAN H.,
deceased**

Late of North East Township, Erie County, North East, PA
Executor: Norman S. Field, c/o 33 East Main Street, North East, Pennsylvania 16428
Attorney: Robert J. Jeffery, Esq., Knox McLaughlin Gornall & Sennett, P.C., 33 East Main Street, North East, Pennsylvania 16428

**HOOVER, LEROY A., a/k/a
LEROY HOOVER,
deceased**

Late of Millcreek Township, County of Erie and Commonwealth of Pennsylvania
Executor: Jeffrey Hoover, c/o Kevin M. Monahan, Esq., Suite 300, 300 State Street, Erie, PA 16507
Attorney: Kevin M. Monahan, Esq., MARSH SCHAAF, LLP., Suite 300, 300 State Street, Erie, PA 16507

**HOUSER, JUDITH N.,
deceased**

Late of North East Township, Erie County, North East, PA
Co-executors: Kim A. Pettys and Mark E. Houser, c/o 33 East Main Street, North East, Pennsylvania 16428
Attorney: Robert J. Jeffery, Esq., Knox McLaughlin Gornall & Sennett, P.C., 33 East Main Street, North East, Pennsylvania 16428

**JOHNSON, BETTY LOU, a/k/a
BETTY L. JOHNSON, a/k/a
BETTY JOHNSON,
deceased**

Late of the Township of Waterford, County of Erie, State of Pennsylvania
Executor: Michael H. Waldinger, c/o 337 West 10th Street, Erie, PA 16502
Attorneys: THE FAMILY LAW GROUP, LLC, 337 West 10th Street, Erie, PA 16502

**KENNEDY, PAMELA R.,
deceased**

Late of the Township of Conneaut, County of Erie and State of Pennsylvania
Executor: Curtis W. Kennedy, c/o David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412
Attorney: David R. Devine, Esq., 201 Erie Street, Edinboro, PA 16412

**KIRIK, CATHERINE A.,
deceased**

Late of Union City Township, County of Erie, Pennsylvania
Administrator: Bruce Kirik, c/o 502 Parade Street, Erie, PA 16507
Attorney: Gregory L. Heidt, Esquire, 502 Parade Street, Erie, PA 16507

**KRASINSKI, VERONICA J.,
deceased**

Late of the City of Erie, Erie County, Commonwealth of Pennsylvania
Executor: Gerald Lacy, c/o Knox Law Firm, 120 W. 10th St., Erie, PA 16501
Attorney: Frances A. McCormick, Esq., Knox McLaughlin Gornall & Sennett, P.C., 120 West 10th Street, Erie, PA 16501

**LEONE, WARREN A., a/k/a
WARREN LEONE,
deceased**

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

Executrix: Jennifer McLallen,
3448 Ridge Parkway, Erie, PA
16510

Attorney: Ronald J. Susmarski,
Esq., 4030 West Lake Road, Erie,
PA 16505

**MATHIS, SHERYL A., a/k/a
SHERYL MATHIS,
deceased**

Late of the City of Erie

Administratrix: Shelena L.
Reinsel, 4492 West 57th St.,
Cleveland, OH 44144

Attorney: Valerie H. Kuntz, Esq.,
24 Main Street East, P.O. Box 87,
Girard, PA 16417

**MEZZACAPO, VINCENT
ANTHONY, a/k/a
VINCENT A. MEZZACAPO,
a/k/a VINCENT MEZZACAPO,
deceased**

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

Executor: Joshua C. Mezzacapo,
c/o 337 West 10th Street, Erie,
PA 16502

Attorneys: THE FAMILY LAW
GROUP, LLC, 337 West 10th
Street, Erie, PA 16502

**NETH, SUZANNE C., a/k/a
SUZANNE NETH,
deceased**

Late of the City of Erie, County
of Erie

Executrix: Kathleen A. Martin,
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

**NITCZYNSKI, CYNTHIA
MARIE, a/k/a
CYNTHIA NITCZYNSKI, a/k/a
CYNTHIA M. NITCZYNSKI,
deceased**

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

Executrix: Marcia Nitczynski,
c/o Kevin M. Monahan, Esq.,
Suite 300, 300 State Street, Erie,
PA 16507

Attorney: Kevin M. Monahan,
Esq., MARSH SCHAAF, LLP,
Suite 300, 300 State Street, Erie,
PA 16507

**RYDZEWSKI, ROSE MARIE,
deceased**

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

Co-executors: Randall N.
Rydzewski and Russell A.
Rydzewski, c/o Quinn, Buseck,
Leemhuis, Toohey & Kroto, Inc.,
2222 West Grandview Blvd., Erie,
PA 16506

Attorney: Colleen R. Stumpf,
Esq., Quinn, Buseck, Leemhuis,
Toohey & Kroto, Inc., 2222 West
Grandview Blvd., Erie, PA 16506

**THOMAS, KIMBERLY, a/k/a
KIMBERLY A. THOMAS,
deceased**

Late of the Township of Concord,
Erie County, Pennsylvania

Administratrix: Mariya Renner,
c/o Adam E. Barnett, Esq.,
234 West Sixth Street, Erie, PA
16507

Attorney: Adam E. Barnett, Esq.,
Bernard Stuczynski Barnett &
Lager, PLLC, 234 West Sixth
Street, Erie, PA 16507

**VICTOR, KIMBERLY J., a/k/a
KIMBERLY JEAN VICTOR,
a/k/a KIMBERLY VICTOR,
deceased**

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

Co-executors: Sydney E.
Victor and Anthony B. Ciotti,
c/o 100 State Street, Suite 700,
Erie, Pennsylvania 16507-1459

Attorneys: MacDonald, Illig, Jones
& Britton LLP, 100 State Street,
Suite 700, Erie, Pennsylvania
16507-1459

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:

**RENNIE TRUST DATED
FEBRUARY 9, 2000**

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

Trustee: Patrick Rennie, c/o John
M. Bartlett, Esq., 120 West Tenth
Street, Erie, PA 16501

Attorney: John M. Bartlett, Esq.,
Knox McLaughlin Gornall &
Sennett, P.C., 120 West Tenth
Street, Erie, PA 16501

THIRD PUBLICATION

**FITZGERALD, LEONA H.,
deceased**

Late of Erie County

Executrix: Kathleen Marie Crotty,
4142 Conrad Road, Erie, PA 16510

Attorney: David J. Mack, Esquire,
510 Parade Street, Erie, PA 16507

**GAPINSKI, CHARLOTTE A.,
a/k/a CHARLOTTE GAPINSKI,
deceased**

Late of the Township of Harborecreek, County of Erie and State of Pennsylvania

Executrix: Regina M. Gapinski, 1289 Troupe Road, Harborecreek, Pennsylvania 16421

Attorney: Ronald J. Susmarski, Esq., 4030 West Lake Road, Erie, PA 16505-3260

**GILBERT, JANET A., a/k/a
JANET GILBERT,
deceased**

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

Executor: Tracy M. Hess, c/o MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, PA 16507-1459

Attorney: Thomas J. Buseck, Esquire, MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, PA 16507-1459

**GRIFFITHS, DONALD ALBERT,
deceased**

Late of the City of Erie, Erie County, Pennsylvania

Administratrix: Lori Thor, c/o Matthew J. Lager, Esq., 234 West Sixth Street, Erie, PA 16507

Attorney: Matthew J. Lager, Esq., Bernard Stuczynski Barnett & Lager, PLLC, 234 West Sixth Street, Erie, PA 16507

**KOZIK, ELEANOR,
deceased**

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

Co-executors: Joseph M. Kozik, Jr. and Robert J. Kozik, c/o Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

Attorney: Colleen R. Stumpf, Esq., Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Blvd., Erie, PA 16506

**PAINTER, MARTHA DEAN,
a/k/a MARTHA D. PAINTER,
deceased**

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

Co-administrators: James D. Painter, 2153 Clairmont Drive, Pittsburgh, PA 15241 and Mary Louise Opitz, 1701 Burroughs Road, Virginia Beach, VA 23455-4313

Attorney: Maureen P. Gluntz, Esquire, 102 Lexington Avenue, Pittsburgh, PA 15215

**RAYBURG, JOSEPH HENRY,
deceased**

Late of the City of Erie, County of Erie

Executrix: Jane M. Manross, 105 Conneautte Drive, Edinboro, PA 16412

Attorney: Kari A. Froess, Esquire, Carney & Good, 254 West 6th Street, Erie, PA 16507

**RUSCITTO, ROBERT ANTHONY,
a/k/a ROBERT A. RUSCITTO,
deceased**

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

Administratrix: Janet LaRocco, 3228 Georgian Ct., Erie, Pennsylvania 16506-1168

Attorneys: MacDonald, Illig, Jones & Britton LLP, 100 State Street, Suite 700, Erie, Pennsylvania 16507-1459

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

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

Executrix: Gladys D. Michalchik, 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

**SLIKER, LARRY R., a/k/a
LARRY SLIKER,
deceased**

Late of the City of Erie, Commonwealth of Pennsylvania
Executrix: Kristie L. Cirillo, c/o Vendetti & Vendetti, 3820 Liberty Street, Erie, Pennsylvania 16509

Attorney: Joseph P. Vendetti, Esquire, Vendetti & Vendetti, 3820 Liberty Street, Erie, PA 16509

**SNYDER, KATHLEEN L., a/k/a
KATHLEEN LOUISE SNYDER,
deceased**

Late of Summit Township, Erie County, Pennsylvania

Executrix: Andrea J. Serra, 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

TRUST NOTICES

Notice is hereby given of the administration of the Estate and 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 executor, trustee or attorney named below:

**KRAUS, NORBERT J., SR.,
deceased**

Late of Lawrence Park Township, Erie County, Pennsylvania
Successor Trustee & Executor: Linda M. Podskalny, c/o 33 East Main Street, North East, Pennsylvania 16428

Attorney: Robert J. Jeffery, Esq., Knox McLaughlin Gornall & Sennett, P.C., 33 East Main Street, North East, Pennsylvania 16428

LOOKING FOR ESTATE NOTICES

**OR OTHER LEGAL NOTICES
REQUIRING PUBLICATION
IN A PA LEGAL JOURNAL?**

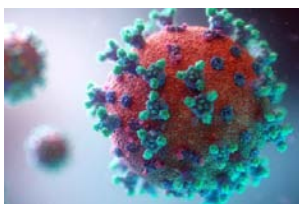
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CHANGES IN CONTACT INFORMATION OF ECBA MEMBERS

EVAN E. ADAIR.....	814-452-2209
P.O. Box 9247	
Erie, PA 16505	<i>eadair@velocity.net</i>
ANDREW F. GORNALL.....	814-651-0696
2409 State Street, Suite A.....	(f) 814-456-9398
Erie, PA 16503	<i>agornall@gornall-law.com</i>
ANTHONY R. HIMES	814-454-3033
2409 State Street, Suite A.....	(f) 814-456-9398
Erie, PA 16503	<i>ahimes@himeslaw.com</i>
CHARBEL G. LATOUF	814-454-4555
2409 State Street, Suite A.....	(f) 814-456-9398
Erie, PA 16503	<i>clatouf@hotmail.com</i>
PETER A. PENTZ.....	814-651-0695
2409 State Street, Suite A.....	(f) 814-456-9398
Erie, PA 16503	<i>petep@pentzlaw.com</i>
MICHAEL J. VISNOSKY.....	814-449-7144
5848 Forest Crossing	
Erie, PA 16506	<i>michaelviz72@gmail.com</i>



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The Erie County Bar Association is hosting Law Day 2021 featuring keynote speaker, Amy Walter. The Law Day 2021 theme is The 19th Amendment Then and Now: Lessons for the 21st Century. In 2020, the United States commemorated the centennial of the transformative constitutional amendment guaranteeing that the right of citizens to vote would not be denied or abridged by the United States or any state on account of sex. American women fought for, and won, the vote through their voice and action.

LAW DAY, MAY 12, 2021

11:30 a.m. - 12:15 p.m.

Students from local universities and high schools will have the opportunity to participate in a Question/Answer format program with Ms. Walter. Information has been distributed to Erie County universities and high schools. Contact Julie S. Kresge at jskresge@eriebar.com if you know of a class that would like to participate.

12:15 - 12:30 p.m.

Student contest winners are announced. View our sponsors online.

12:30 - 1:30 p.m.

Keynote Speaker, Ms. Walter presents The 19th Amendment Then and Now: Lessons for the 21st Century. CLE credit (1 substantive) is available for attorneys. Students can also attend the Law Day 2021 program with sponsor underwriting through the Erie County Law Foundation, a 501(c)(3) organization, \$100.00 per class.

1:30 - 2:00 p.m.

The Erie County Bar Association is honored to recognize Law Day 2021 Award recipients for their outstanding service to the Erie community:

Att. Gary J. Shapira, Chancellor of the Bar Award; **Sandra Brydon Smith**, Liberty Bell Award; and **Att. Gerald J. Vilella**, Pro Bono Award.

STUDENT OPPORTUNITIES

Students can participate in either a drawing (Kindergarten and Grades 1 - 5) or essay (Grades 6 - 12) contest. Information can be found online at www.eriebar.com. The due date for entry submission is April 16, 2021. Sponsor underwriting is welcome through the Erie County Law Foundation, a 501(c)(3) organization, \$100 per contest.

REGISTRATION and ADDITIONAL INFORMATION

Register online at www.eriebar.com/events/public-registration/1634

For additional information, contact the Erie County Bar Association, Julie S. Kresge, Executive Director, at jskresge@eriebar.com.

LAW DAY 2021 KEYNOTE SPEAKER AMY WALTER



For more than 20 years, Amy Walter has built a reputation as an accurate, objective, and insightful political analyst with unparalleled access to campaign insiders and decision-makers. Ms. Walter is national editor of *The Cook Political Report* and a frequent on-air analyst. She appears weekly on "Politics Monday" on the PBS NewsHour and hosts WNYC's nationally syndicated public radio news program, "The Takeaway Fridays." In addition, she is a regular Sunday panelist on NBC's "Meet the Press" and CBS's "Face the Nation" and appears frequently on "Special Report with Bret Baier" on FOX. She is the former political director of ABC News and the former editor-in-chief of *The Hotline*. Named one of the "Top 50 Journalists" by *Washingtonian* magazine, Walter was dubbed one of the most powerful people in politics by *George* magazine.

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