

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,  
PENNSYLVANIA  
ORPHANS' COURT DIVISION**

**NO. 1992-X1509**

**IN RE: TRUST UNDER DEED OF WALTER R. GARRISON, SETTLOR  
SPRINKLE TRUST #1 FBO MARK R. GARRISON**

**IN RE: TRUST UNDER DEED OF WALTER R. GARRISON, SETTLOR  
INCOME ACCUMULATION TRUST FBO MARK R. GARRISON**

**NO. 1992-X1518**

**IN RE: TRUST UNDER DEED OF WALTER R. GARRISON, SETTLOR,  
SPRINKLE TRUST #2 FBO MARK R. GARRISON**

**1992-X1519**

**IN RE: TRUST UNDER DEED OF WALTER R. GARRISON, SETTLOR,  
SPRINKLE TRUST #3 FBO MARK R. GARRISON**

**ORDER AND OPINION SUR PETITION FOR DECLARATORY JUDGMENT  
AND MOTION FOR JUDGMENT ON THE PLEADINGS**

**MURPHY, A.J.**

*June 16*, 2020

**I. BACKGROUND**

On July 19, 2019, Mark R. Garrison (“Mark” or “Petitioner”) filed a Petition for Declaratory Judgment to determine the validity of modifications to three irrevocable trusts created for Mark’s benefit by Mark’s father, Walter R. Garrison (“Walter” or “Settlor”): the Trust under Deed of Walter R. Garrison, dated December 21, 1967, Sprinkle Trust #1 f/b/o Mark R. Garrison; the Trust under Deed of Walter R. Garrison, dated October 9, 1970, Sprinkle Trust #2 f/b/o Mark R. Garrison; and the Trust under Deed of Walter R. Garrison, dated June 18, 1973, Sprinkle Trust #3 f/b/o Mark R. Garrison (respectively, “Sprinkle Trust #1”, “Sprinkle Trust #2”,

and “Sprinkle Trust #3”, and collectively, “Trusts” or “Garrison Trusts”). The trust modifications, if valid, would allow the beneficiaries to remove and replace the trustees at their discretion after Walter’s death. Walter died February 24, 2019.

The petition also asks the Court to confirm the appointment of successor trustees, who were appointed by the beneficiaries pursuant to the trust modifications.

On November 8, 2019, Mark filed a Motion for Judgment on the Pleadings seeking essentially the same relief, asserting that he is entitled to judgment as a matter of law, that the three Agreements to Modify Trusts entered into between Settlor and the beneficiaries are enforceable, and that under the terms of the modifications, the successor trustees appointed after Walter’s death should be confirmed.

Two additional issues are raised in Mark’s motion and the answers thereto: (1) whether all parties in interest in the Trusts were properly represented in the execution of the modifications by Settlor and the current income beneficiaries pursuant to 20 Pa.C.S. § 7723, and (2) whether the factual allegations of the answers to the motion set forth a claim to invalidate the modifications as the products of undue influence on Settlor to sign them. However, in light of the Court’s holding discussed below, it is unnecessary to address these issues.

Responsive pleadings, including answers with new matter, were filed to both the petition and the motion by Barton J. Winokur, Lawrence C. Karlson, Donald W. Garrison, and Michael J. Emmi as co-trustees of one or more of the Trusts (the “Independent Trustees”) and by Barton J. Winokur, as executor of Walter’s estate. Memoranda were filed by all parties pursuant to the Court’s January 9, 2020 Order requesting supplemental briefing on the question whether the opinion of the Pennsylvania Supreme Court in *Trust under Agreement of Edward Winslow*

*Taylor*, 640 Pa. 629, 164 A.3d 1147 (Pa. 2017) applies with respect to a purported modification of a trust made with the consent of the settlor as well as the beneficiaries pursuant to 20 Pa.C.S. § 7740.1(a).

The Court concludes that the Estate of Walter R. Garrison, deceased, does not have an ongoing interest in the Trusts and therefore the estate is not a proper participant to these proceedings. Therefore, the Court is not considering the estate's briefing as part of its analysis of the issue.

Both the Petition for Declaratory Judgment and the Motion for Judgment on the Pleadings turn on the narrow issue of whether the *Taylor* holding applies to these facts.

## II. THE MODIFICATIONS

The Trusts as written in 1967, 1970, and 1973 provide:

- B. If an individual trustee other than my son resigns or dies during the lifetime of the settlor, the settlor shall have the power exercisable within ninety days of such death or resignation to designate a successor trustee other than himself by any writing.
- C. If the settlor is not living or if the settlor fails to make such a designation within ninety days of the death or resignation of a trustee, each trustee appointed by the settlor shall have the power to designate an individual successor for himself by a writing.<sup>1</sup>

The Trust agreements do not expressly provide the beneficiaries with any power to remove the Independent Trustees.

The settlor and beneficiaries Mark and his children (Christopher, Lindsey, Eliza and Brittany Garrison) executed agreements to modify each of the three trusts, effective August 18, 2017 ("Modification Agreements"). The Modification Agreements provide:

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<sup>1</sup> Motion for Judgment on the Pleadings, 11/18/19, at Ex. A, ¶ TWELFTH. *See also*, Ex. B, ¶ TWELFTH, and Ex. C, ¶ THIRTEENTH.

Following the settlor's death or incapacity, a majority of the sui juris permissible income beneficiaries of a trust held hereunder (excluding the Trustees of an Income Accumulation Trust under Article Second)<sup>2</sup> may at any time remove, with or without cause, any Independent Trustee of such trust (whether a bank or trust company or an individual Independent Trustee) and may appoint in his, her or its place another Independent Trustee, or may leave such office vacant.<sup>3</sup>

Following Walter's death, by Removal and Appointment of Trustees<sup>4</sup> effective April 27, 2019, Mark and the other current income beneficiaries purportedly removed the Independent Trustees and replaced them with three successor trustees. Mark maintains that § 7740.1(a) of the Pennsylvania Uniform Trust Act ("UTA"), 20 Pa.C.S. § 7740.1(a), does not require court approval for a modification made with the consent of the settlor and the beneficiaries to be effective, and that the *Taylor* opinion does not preclude a settlor and beneficiaries from modifying a trust to allow for the replacement of trustees pursuant to § 7740.1(a).

The Independent Trustees argue that in Pennsylvania, trustees must be removed in accordance with the dictates of § 7766(b) and that a trust agreement may not be modified pursuant to § 7740.1 to provide beneficiaries of a trust with the power to remove a trustee without court approval. The Independent Trustees contend that *Taylor* holds that a modification under § 7740.1, without regard to subsection, is invalid, even when all internal requirements of § 7740.1 are fulfilled, where the modification purports to permit the removal or replacement of trustees by beneficiaries without court approval. The Independent Trustees maintain that *Taylor*

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<sup>2</sup> Sprinkle Trust #3 refers to the Income Accumulation Trust under Article Third.

<sup>3</sup> Sprinkle Trust #1 Agreement to Modify Trust, paragraph E amending Article TWELFTH, paragraph C; Sprinkle Trust #2 Agreement to Modify Trust, paragraph E amending Article TWELFTH, paragraph C; and Sprinkle Trust #3 Agreement to Modify Trust, paragraph E amending Article THIRTEENTH, paragraph C.

<sup>4</sup> Motion for Judgment on the Pleadings, 11/18/19, Exs. E, G, and I.

holds, without qualification or exception, that court approval in accordance with § 7766 is required to accomplish the removal and replacement of trustees.

The question boils down to whether a modification that alters a trust to permit the removal and replacement of trustees is a trust modification or a removal and replacement of a trustee. We are compelled by the Supreme Court's analysis in *Taylor* to hold that, if a trust modification allows for removal and replacement of a trustee, it is governed by § 7766. While § 7740.1(a) generally permits modification of a trust without court approval where a settlor and all beneficiaries consent, for the reasons discussed below, I conclude that the Pennsylvania Supreme Court's holding in *Taylor* commands that neither beneficiaries, nor beneficiaries in conjunction with a settlor, may modify a trust to permit beneficiaries to remove a trustee without complying with the rigorous requirements of § 7766, regardless of whether the modifications are made pursuant to § 7740.1(a), (b) or (d).

### III. LEGAL ANALYSIS

In *Taylor*, after the death of the settlor, the beneficiaries petitioned the Orphans' Court pursuant to UTA § 7740.1(d) to modify the trust to add a portability provision giving themselves the power, without court approval, to remove the corporate trustee “[f]rom time to time and without cause” and to appoint a new corporate trustee of their choosing. 640 Pa. at 636, 164 A.3d at 1151.<sup>5</sup> The petitioning beneficiaries did not expressly request the removal of Wells Fargo as the corporate trustee; rather, their request was limited to amending the trust agreement “to provide flexibility to allow the beneficiaries to remove the trustee if, at some future point, they saw fit to do so.” 640 Pa. at 638, 164 A.3d at 1152. The Modification Agreements before

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<sup>5</sup> A “portability clause” permits a settlor or beneficiary to change the corporate fiduciary named in a trust at any time without judicial intervention, causing the trust to be “portable” from one trustee to another. *Taylor*, 640 Pa. at 632, n.1, 164 A.3d at 1149, n.1.

this Court similarly provide the beneficiaries with power to remove trustees at some future point after the settlor's death. The *Taylor* Court rejected this distinction, finding that no reason exists for beneficiaries to seek modification to include a portability clause unless they contemplate (either immediately or at some future time) the removal of the trustee. 640 Pa. at 643, n.3, 164 A.3d at 1155, n.3. The Supreme Court quoted Judge Platt's observation in his dissent to the Superior Court's *Taylor* opinion<sup>6</sup>, that to permit the distinction would "ignore the obvious implications of its decision." *Id* at n.3. The removal of trustees, including the power to remove trustees, is something that has to be considered under § 7766; the ability to remove a trustee without actually removing the trustee, is the equivalent.

While the facts in *Taylor* involved a modification requested solely by beneficiaries, the modifications at issue here were ostensibly made with the consent of the settlor as well as the beneficiaries pursuant to § 7740.1(a). In *Taylor*, the Pennsylvania Supreme Court granted discretionary review to determine whether the beneficiaries of a trust may amend the trust to allow them to remove a trustee without judicial approval. The court treated the question as one of statutory interpretation and concluded that when § 7740.1 and § 7766 are read together, ambiguities exist.

The *Taylor* Court examined the tension between § 7740.1, a general provision regarding trust modification, and § 7766, a specific provision governing trustee removal. The former permits modification or termination of a noncharitable irrevocable trust with the consent of a settlor and all beneficiaries even if the modification or termination is inconsistent with a material purpose of the trust. It provides, in relevant part:

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<sup>6</sup> *Taylor Trust*, 124 A.3d 334 (Pa. Super. 2015).

**§ 7740.1. Modification or termination of noncharitable irrevocable trust by consent**

**(a) Consent by settlor and beneficiaries.** – A noncharitable irrevocable trust may be modified or terminated upon consent of the settlor and all beneficiaries even if the modification or termination is inconsistent with a material purpose of the trust. A settlor's power to consent to a trust's modification or termination may be exercised by a guardian, an agent under the settlor's general power of attorney or an agent under the settlor's limited power of attorney that specifically authorizes that action. Notwithstanding Subchapter C (relating to representation), the settlor may not represent a beneficiary in the modification or termination of a trust under this subsection.

**(b) Consent by beneficiaries with court approval.** – A noncharitable irrevocable trust may be modified upon the consent of all the beneficiaries only if the court concludes that the modification is not inconsistent with a material purpose of the trust. A noncharitable irrevocable trust may be terminated upon consent of all the beneficiaries only if the court concludes that continuance of the trust is not necessary to achieve any material purpose of the trust.

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**(d) Consent by some beneficiaries with court approval.** – If not all the beneficiaries consent to a proposed modification or termination of the trust under subsection (a) or (b), the modification or termination may be approved by the court only if the court is satisfied that:

- (1) if all the beneficiaries had consented, the trust could have been modified or terminated under this section; and
- (2) the interests of a beneficiary who does not consent will be adequately protected.

Section 7766 of the UTA governing removal of a trustee provides in relevant part:

**§ 7766. Removal of trustee**

**(b) When court may remove trustee.** – The court may remove a trustee if it finds that removal of the trustee best serves the interests of the beneficiaries of the trust and is not inconsistent with a material purpose of the trust, a suitable cotrustee or successor

trustee is available and:

- (1) the trustee has committed a serious breach of trust;
- (2) lack of cooperation among cotrustees substantially impairs the administration of the trust;
- (3) the trustee has not effectively administered the trust because of the trustee's unfitness, unwillingness or persistent failures; or
- (4) there has been a substantial change of circumstances. A corporate reorganization of an institutional trustee, including a plan of merger or consolidation, is not itself a substantial change of circumstances.

The *Taylor* Court carefully examined Pennsylvania law and the legislative history of § 7766 noting Pennsylvania's long history of strictly limiting removal and replacement of a trustee to circumstances in which an Orphans' Court determines that good cause exists to do so. The Court recognized that the enactment of § 7766 reflected the General Assembly's intent to retain these principles in connection with the removal and replacement of a trustee, noting:

In section 7766, the General Assembly retained the requirement of judicial approval, and three of its four provisions still demand a showing of fault or negligence by the current trustee. 20 Pa.C.S. §7766(b)(1)-(3). While section 7766 includes one no-fault provision permitting trustee replacement upon proof of a "substantial change in circumstances," even this subsection has been restricted in its application to preclude corporate reorganization, mergers or consolidations from constituting such a substantial change. 20 Pa.C.S. §7766(b)(4).

640 Pa. at 648-49; 164 A.3d at 1159. The Court further observed that the legislative history reflects a refusal by the General Assembly to include a provision contained in early draft versions of § 7766 of the UTA that would have permitted beneficiaries of a trust to remove a



trustee “whether or not the trustee is at fault”<sup>7</sup>, noting that the Joint State Government Commission comment to § 7766 reports that the Senate Judiciary Committee voted to remove paragraph (5), and that, as a result, the version of § 7766 adopted in Pennsylvania does not include paragraph (5).

The prefatory comment to the UTA states that for the sections of the UTA that are substantially similar to their counterparts in the Uniform Trust Code (“UTC”)(from which Pennsylvania’s UTA is derived), the UTC comments for the designated provisions are applicable to the extent of the similarity.<sup>8</sup> The UTC comment to § 7740.1 provides, in relevant part, “Under the Code, however, Section 706 is the exclusive provision on removal of trustees.”

Concluding its analysis, the *Taylor* Court commented that the American Law Institute’s Restatement (Third) of Trusts provides that beneficiaries of a trust may use section 65’s modification power to amend a trust to provide for the removal of a trustee. The Court stated:

As the bolded portion of the comment plainly provides, however, section 411 of the UTC (section 7740.1 of the UTA) is not intended to be as broad as its Restatement (Third) counterpart, and that instead section 706 of the UTC (section 7766 of the UTA) is the “**exclusive provision on removal of trustees**”. By enacting section 7740.1 of the UTA in light of this comment, the legislative intent with respect to the interplay between sections 7740.1 and 7766 is clear -- the scope of permissible amendments under section 7740.1 does not extend to modifications to add a portability clause permitting beneficiaries to remove and replace a trustee at their discretion; instead, removal and replacement of a trustee is to be governed exclusively by section 7766.

640 Pa. at 651-52, 164 A.3d at 1160-61 (emphasis in original).

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<sup>7</sup> Section 706(b)(4) of the UTC provides that a court may remove a trustee upon the unanimous agreement of all of the trust beneficiaries, so long as the action best serves the interests of all the beneficiaries, is not inconsistent with a material purpose of the trust, and a suitable co-trustee or successor trustee is available. Early draft versions of § 7766 of the UTA included this provision as § 7766(b)(5).

<sup>8</sup> The UTA sections deemed to be substantially similar to their UTC counterparts are indicated by a reference to the UTC section number in the UTA section headings.

The *Taylor* Court found latent ambiguities between §7740.1 and § 7766. It presumed that in enacting the UTA, the General Assembly intended the entire statute, including all of its provisions, to be effective and that this requires that the statutory sections not be construed in such a way that one section operates to nullify, exclude or cancel another, unless the statute expressly says so. The Court held that permitting modification of a trust agreement pursuant to § 7740.1 to add a portability clause would have precisely this effect, namely to “nullify, exclude or cancel” the effectiveness of § 7766. 640 Pa. at 646, 164 A.3d at 1157.

In contrasting the ability of beneficiaries to engage in unsupervised and unfettered removal of trustees if modification were permitted under § 7740.1 with the evidentiary hurdles beneficiaries must overcome to remove a trustee under § 7766, the Court stated:

Modification under section 7740.1 entails no similar detailed analysis, as that provision imposes no comparable evidentiary requirements. As a result, beneficiaries seeking to remove and replace a trustee can totally avoid section 7766, as they may accomplish the same end much more easily by modification under section 7740.1.

640 Pa. at 646-47, 164 A.3d at 1157-58.

As the *Taylor* trust did not expressly provide the beneficiaries with any power to remove the corporate trustee, the Garrison Trusts did not expressly provide the beneficiaries with any power to remove the Independent Trustees. If a trust can be modified pursuant to § 7740.1 to add a portability clause, whether the modification is made pursuant to § 7740.1(a) with the consent of the settlor and all beneficiaries, or pursuant to § 7740.1(b) or (d), by the beneficiaries with Court approval, the result is the same: “trustees may thereafter be removed and replaced at the subjective will of the beneficiaries without any judicial oversight”. 640 Pa. at 647, 164 A.3d at 1158. Following *Taylor*, a modification of the Garrison Trusts to add a portability clause

would also be, in effect, a modification of the requirements for removal and replacement of the trustee in § 7766. After examining the interplay between § 7740.1 and § 7766, and Pennsylvania's legislative history, the *Taylor* Court concluded, without exception, that

By enacting section 7740.1 of the UTA in light of this comment<sup>9</sup>, the legislative intent with respect to the interplay between sections 7740.1 and 7766 is clear -- the scope of permissible amendments under section 7740.1 does not extend to modifications to add a portability clause permitting beneficiaries to remove and replace a trustee at their discretion; instead, removal and replacement of a trustee is to be governed exclusively by section 7766.

640 Pa. at 651-52, 164 A.3d at 1160-61. In light of the Supreme Court's opinion in *Taylor*, we are constrained to hold that if the trust modification allows for removal and replacement of a trustee, it is governed by § 7766. To allow a modification pursuant to § 7740.1 that provides for removal and replacement of a trustee, whether the modification is made pursuant to the provisions of subsection (a), (b) or (d), would render § 7766 meaningless. The *Taylor* Court's analysis and reasoning are equally applicable to any modification of an irrevocable trust to permit for removal of trustees. When adopting § 7766, the legislature did not carve out an exception for modifications made under § 7740.1(a) and did not distinguish the application of § 7766 to § 7740.1(a) from its applicability to § 7740.1(b) or (d). Likewise, the *Taylor* Court made no exception to allow modifications of trusts for removal of trustees made with the consent of a settlor and beneficiaries. Following the legislature's intent, the Court held that UTA § 7766 is the exclusive provision for removal of trustees and, therefore, an end run on the stringent requirements of § 7766 could not be made by using a different UTA provision governing modification by consent to add a portability clause to a trust. As such, the Independent Trustees

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<sup>9</sup> The UTC comment to § 7740.1 provides that "Under the Code, however, Section 706 [§ 7766 of the UTA] is the exclusive provision on removal of trustees."

of the Garrison Trusts may be removed and replaced only pursuant to § 7766, the statutory default provision for removal and replacement of trustees.

Petitioner contends that the *Taylor* holding should not be applied to agreements to modify trusts under § 7740.1(a), because to do so would create an absurdity in that the subsection, which allows a settlor and the beneficiaries to terminate a trust (which effectively removes a trustee) would not allow a modification that would provide for the potential future removal and appointment of a successor trustee.

The ability of a settlor and the beneficiaries to modify or terminate a trust by consent is not unlimited. Section 7740(b) of the UTA permits the settlor, a trustee or a beneficiary to commence a proceeding to approve or disapprove a proposed modification or termination under the statutory provisions governing modification and termination of a trust including under § 7740.1(a). An approval or disapproval may be sought for an action that does not require court permission. Uniform Law Comment following 20 Pa.C.S. § 7740.

Further, a material question has been raised, which cannot be resolved in the context of this motion for judgment on the pleadings, regarding whether all parties in interest in the Garrison Trusts were properly represented in the execution of the modifications by the settlor and the current income beneficiaries pursuant to 20 Pa.C.S. § 7723. When considering whether the settlor and the beneficiaries of these trusts could in fact have consented to terminate the Trusts pursuant to § 7740.1(a), the Court observes that obtaining adequate consent could well present an obstacle. The Court recognizes that in trusts with multiple remainder beneficiaries like those before the Court, it is unlikely that the settlor and all of the beneficiaries can effectively consent to the termination of the trust. The Pennsylvania Supreme Court has

recognized that “if there are contingent remaindermen not in existence or not ascertained, the trust cannot be terminated since it is then impossible to obtain the consent of all possible interests.” *In Re Bowers' Trust*, 346 Pa. 85, at 87, 29 A.2d 519, at 520 (1943).

While the Trusts theoretically could be terminated with the consent of the settlor and all beneficiaries, what cannot be done, even with the consent of the settlor and all beneficiaries, is to modify the Trusts under § 7740.1(a) to override the requirements of § 7766 for removal of trustees.

Petitioner has not identified any Pennsylvania authority that would support his conclusion that a settlor and beneficiaries can modify a trust under § 7740.1(a) to permit beneficiaries to remove a trustee without complying with the stringent requirements of § 7766 despite express language providing that the Trusts are “irrevocable and not subject to alteration or amendment”.<sup>10</sup> Petitioner’s reliance on the holding in *Harader Trust*, 303 Pa. Super. 10, 449 A.2d 52 (1982) is misplaced as this case did not involve a modification of an irrevocable trust with the consent of the settlor and beneficiaries, such as is provided for in § 7740.1(a). In *Harader*, the settlor did not even obtain the consent of the beneficiaries in making the modification. 303 Pa. Super. 10 at 14, 449 A.2d 52 at 54 (J. Johnson, dissenting)(agreeing with lower court that settlor’s attempt to modify trust was legally ineffective, “... particularly as the attempted modification was made without the consent of all the interested parties”.) If anything, *Harader* appears to be based on unanticipated circumstances, such as provided for in UTA § 7740.2, and provides no support for a modification to add a portability clause pursuant to § 7740.1(a). More importantly, *Harader* was decided prior to Pennsylvania’s 2006 enactment of the UTA and before the Pennsylvania Supreme Court’s 2017 *Taylor* decision. Sections 7740.1

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<sup>10</sup> See, Motion for Judgment on the Pleadings, 11/18/19, Exs. A, B and C.

and 7766 of the UTA, the legislative history and the *Taylor* decision clearly negate any interpretation that *Harader* supports modification of an irrevocable trust to permit beneficiaries to remove trustees without Court approval.

We also reject Petitioner's reliance on *Bowen Charitable Trust*, 240 Wis.2d 55, 622 N.W.2d 471 (2000). The Wisconsin opinion and its reasoning are not binding on this Court and inconsistent with Pennsylvania's legislative history with respect to adoption of the UTA, and its history of strictly limiting removal of trustees as articulated in the *Taylor* opinion. *See*, 640 Pa. at 648-49, 164 A.3d at 1158-59.

While §§ 7740.1(b) and (d) allow beneficiaries to modify a trust with Court approval, the *Taylor* Court held unequivocally that a Court could not approve a modification that would allow the removal of trustees without complying with the standards for removal of trustees set forth in § 7766. The scope of permissible amendments under § 7740.1, whether pursuant to § 7740.1(a) with the consent of the settlor and all beneficiaries or § 7740.1(b) and (d) with consent by beneficiaries with court approval, does not extend to modifications of trust agreements to permit removal and replacement of trustees without Court supervision. As the UTC comment to § 7740.1 reflects and the *Taylor* Court made clear, § 7766 of the UTA is the "exclusive provision regarding removal of trustees".

This legal analysis is sufficient to decide the motion for judgment on the pleadings and hold that the purported modifications of the Trusts, to the extent that they purport to grant to the beneficiaries the authority to remove and replace the Independent Trustees, are not valid. There remain disputed questions of material fact concerning whether the Settlor's agreement to the purported modifications was obtained as a result of undue influence that need not and cannot be

decided at this juncture, but that would also preclude granting the Petitioners' motion for judgment on the pleadings with respect to their Petition for Declaratory Judgment.

In light of the foregoing, the following order is appropriate:

**ORDER**

AND NOW, this 16<sup>th</sup> day of June, 2020, it is hereby **ORDERED** and **DECREED**

that the Petition for Declaratory Judgment and the Motion for Judgment on the Pleadings are **DENIED**. The request for a declaration that the Modification Agreements are valid is **DENIED**, and the Modification Agreements are ineffective and invalid, to the extent that they purport to grant to the beneficiaries the power to remove and replace the Independent Trustees. The removal of the Independent Trustees pursuant to the Agreements to Modify is invalid, and the appointment of the successor co-trustees is a nullity. Barton J. Winokur, Lawrence C. Karlson, Donald W. Garrison, and Michael J. Emmi, remain as co-trustees of the trusts for which each of them is a named trustee and may be removed and replaced pursuant only to the original terms of the Trusts or to proceedings in accordance with the requirements of 20 Pa.C.S. § 7766. This Order is without prejudice to the filing of any motion to remove any trustee or trustees pursuant to § 7766, 20 Pa.C.S. § 7766.

BY THE COURT:



LOIS E. MURPHY A.C.

This Order e-filed June 16, 2020.

  
Secretary