NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT I.O.P. 65.37

CHERYL L. STUTZMAN

Appellant

v.

MARK C. POWELL, INDIVIDUALLY AND AS LIMITED PARTNER OF LEGACY PAPERMILL ASSOCIATES, L.P., A PENNSYLVANIA LIMITED PARTNERSHIP; LEGACY PAPERMILL ASSOCIATES, L.P., A PENNSYLVANIA LIMITED PARTNERSHIP; LEGACY DEVELOPMENT ASSOCIATES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY; AND 3110 PAPERMILL ROAD ASSOCIATES, L.P., A PENNSYLVANIA LIMITED PARTNERSHIP

Appellees

IN THE SUPERIOR COURT OF PENNSYLVANIA

No. 1559 MDA 2012

Appeal from the Order Entered July 31, 2012
In the Court of Common Pleas of Berks County
Civil Division at No(s): 09-13873

CHERYL L. STUTZMAN

Appellant

v.

MARK C. POWELL, INDIVIDUALLY AND AS LIMITED PARTNER OF LEGACY PAPERMILL ASSOCIATES, L.P., A PENNSYLVANIA LIMITED PARTNERSHIP; LEGACY PAPERMILL ASSOCIATES, L.P., A PENNSYLVANIA LIMITED PARTNERSHIP; LEGACY DEVELOPMENT ASSOCIATES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY; AND 3110 PAPER MILL ROAD ASSOCIATES, L.P., A PENNSYLVANIA LIMITED PARTNERSHIP

IN THE SUPERIOR COURT OF PENNSYLVANIA

Appellees | No. 1835 MDA 2012

Appeal from the Order Entered October 4, 2012
In the Court of Common Pleas of Berks County
Civil Division at No(s): 09-13873

BEFORE: PANELLA, J., MUNDY, J., and PLATT, J.*

MEMORANDUM BY MUNDY, J.: **FILED DECEMBER 23, 2013**

Appellant, Cheryl L. Stutzman, appeals from the October 4, 2012 order granting, in part, the motion for contempt filed by Appellees, Mark Powell, individually and as limited partner of Legacy Papermill Associates, L.P.; Legacy Papermill Associates, L.P.; Legacy Development Associates, LLC; and 3110 Papermill Road Associates, L.P. (collectively, Appellees), following Appellant's repeated failure to comply with the prior orders of the trial court entered July 31, and October 1, 2012, respectively. Said orders, *inter alia*, directed Appellant to sign a Subordination Agreement in accordance with her obligations under the Mediated Settlement Agreement between the parties. As a result of Appellant's failure to comply, the trial court directed the Berks County Prothonotary to execute said Subordination Agreement on Appellant's behalf. We further note that Appellant also filed a notice of

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* Retired Senior Judge assigned to the Superior Court.

appeal from the aforementioned July 31, 2012 order (No. 1559 MDA 2012).[1] For the reasons that follow, we affirm the October 4, 2012 contempt order, and quash the appeal at No. 1559 MDA 2012 as interlocutory.[2]

The trial court summarized the relevant facts and procedural history of this case as follows.

> [Appellant] and [Appellee], Mark C. Powell, were the principals in a limited partnership. [Appellant] sought to dissolve the limited partnership between herself and [Appellee]. The limited partnership owns a parcel of land (hereinafter, Property) in Lower Heidelberg Township that [Appellee] is in the process of developing. The parties settled their differences through participation in the Berks County Bar Association Alternative Dispute Resolution Program, and they executed a Mediated Settlement Agreement (MSA) on May 17, 2011.
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> The MSA gives [Appellant] a secured interest in Property owned by [Appellee], Legacy Papermill Associates, L.P. (Legacy). [Appellant] also agreed that her interest is subordinate to that of the provider of original financing. [Appellant] further

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[1] As a general rule, the trial court is divested of jurisdiction once an appeal has been taken, and it may not proceed further in the matter. Pa.R.A.P. 1701(a). However, the trial court does have the power to enforce its orders even after an appeal is filed unless an order of *supersedeas* has been granted. Pa.R.A.P. 1701(b)(2), 1702(b); ***Tanglewood Lakes Community Ass'n v. Laskowski***, 616 A.2d 37, 39 (Pa. Super. 1992). Upon review, we find that no order of *supersedeas* was granted while the appeal was pending at No. 1559 MDA 2012. Thus, the trial court had the authority to enforce its prior order through its use of contempt powers.

[2] We note that Appellant's October 1, 2012 appeal at 1832 MDA 2012 was quashed on January 15, 2013.

agreed to formalize the arrangement with the provider of the financing by providing any necessary signatures to the financial documents. The MSA provides that Legacy will pay [Appellant] $1,200,000.00 with interest at 5% per annum which began to accrue on August 1, 2011. Interest increased to 7% on November 1, 2012. The first installment is due at the time of the financial settlement on the first lot or unit on Property. Installments are then due at the financial settlement on the sale of each lot or unit in an amount approved by the provider of the original financing. Legacy also agreed to pay [Appellant] an additional $150,000.00 plus an amount equal to the base price of a new two-bedroom condominium unit as of November 1, 2012. This payment is to be paid in installments as approved by the provider of the original financing.

By letter dated June 27, 2012, Manufacturers and Traders Trust Company (hereinafter, Bank) agreed to be a provider of original financing by providing a $7,500,000.00 loan to Legacy. [Appellant] is labeled "Creditor" in the Subordination Agreement[,] which incorporates the MSA. [Appellant]'s interest is subordinate to that of Bank in the Subordination Agreement. [Appellant] refused to sign the Subordination Agreement. Bank will not provide the financing for the Property unless [Appellant] signs the Subordination Agreement.

[Appellees] filed an Emergency Motion to Enforce the Mediated Settlement Agreement. After argument thereon, th[e trial] court granted the motion and ordered [Appellant, in accordance with her obligations under the Mediated Settlement Agreement,] to sign the Subordination Agreement. [***See*** Trial Court Order, 7/31/12]. [Appellant] filed [an] appeal and a Motion for Reconsideration and Rescission of the Order [on August 28, 2012]. Th[e trial] court granted [Appellant]'s motion for reconsideration, stayed the proceedings, and held an evidentiary hearing [on September 28, 2012].

> [Appellant] did not present any evidence at the hearing. [Appellee] Powell testified at the hearing. [Appellees'] loan commitment from Bank was due to expire on September 30, 2012. Bank required [Appellant] to sign the Subordination Agreement so that it would have first option on the financing or it would not finance the project. The title insurance company also requested [Appellant] to sign the Subordination Agreement so it could insure the title for the loan for Bank.
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> [Appellees] intend to pay [Appellant] with the profits and to pay the interest as stated in the MSA. [Appellant] and [Appellant]'s attorney were not involved in the discussions with Bank; however, the MSA specifies that [Appellee] Powell is the party who is to communicate with the financial provider.

Trial Court Opinion, 12/19/12, at 1-3 (heading omitted).

Following the hearing, the trial court entered an order on October 1, 2012, denying Appellant's motion for reconsideration and rescission of the trial court's July 31, 2012 order, and again directed her to sign the Subordination Agreement within 48 hours. ***See*** Trial Court Order, 10/1/12. On October 4, 2012, Appellees filed a motion for contempt after Appellant failed to comply. That same day, the trial court granted Appellees' motion for contempt, in part, and directed the Berks County Prothonotary to sign the Subordination Agreement on Appellant's behalf. On October 16, 2012,

Appellant filed a timely notice of appeal from the trial court's October 4, 2012 order.[3]

On appeal, Appellant raises the following issues for our review.

> (1) Whether the trial court erred by ordering Appellant to sign a written contract (subordination agreement) that (a) was not in existence at the time of the Mediated Settlement Agreement, (b) was a contract with an unrelated third party lending institution that was not a party to the litigation, and (c) was a contract not consistent in all material respects with the terms of the written Mediated Settlement Agreement[?]
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> (2) Whether the trial court committed an error of law or abuse of discretion in finding Appellant in contempt immediately upon the mere presentation of a motion for contempt without affording [] Appellant an opportunity to respond to the motion, without conducting an evidentiary hearing and without making findings of any kind[?]
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> (3) Did the trial court abuse its discretion by imposing sanctions in the form of an Order directing the Prothonotary of Berks County to sign a written subordination agreement with an unrelated third party lending institution on behalf of Appellant[?]

Appellant's Brief at 4.[4]

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[3] Appellant and the trial court have complied with Pa.R.A.P. 1925.

[4] For the ease of our discussion, we have elected to address Appellant's claims in the following descending order: Issue 3, followed by Issue 2, and then Issue 1.

Prior to addressing the merits of Appellant's claims, we must first determine whether the orders appealed from are properly before us. "[T]he question of appealability implicates the jurisdiction of this Court[,]" and we may raise this issue *sua sponte*. ***McGrogan v. First Commonwealth Bank***, 74 A.3d 1063, 1074 (Pa. Super. 2013) (citation omitted); ***see also Kulp v. Hrivnak,*** 765 A.2d 796, 798 (Pa. Super. 2000) (holding that "it is incumbent on [this Court] to determine, *sua sponte* when necessary, whether the appeal is taken from an appealable order[]") (citation omitted).

Generally, an appellate court only has jurisdiction to review a final order. ***See*** Pa.R.A.P. 341 (providing that "an appeal may be taken as of right from any final order"). Rule 341 provides an order is not final for purposes of an appeal unless the order (1) disposes of all claims and of all parties; (2) is defined as final by statute; or (3) includes an express determination from the trial court that an immediate appeal will facilitate resolution of the entire case. Pa.R.A.P. 341(b)-(c).

Upon review, we conclude that the July 31, 2012 order does not constitute a final order. First, said order does not "dispose[ ] of all of claims" or effectively end the litigation in this case. Pa.R.A.P. 341(b)(1). Clearly, the trial court did not definitively rule on Appellant's ultimate issue that the Subordination Agreement was "not consistent in all material respects" with the terms of the Mediated Settlement Agreement. Appellant's Brief at 4, 11-13. Further, neither order was defined as final by virtue of

statute. Additionally, there has been no express determination by the trial court that an immediate appeal would facilitate resolution of the entire case, pursuant to Pa.R.A.P. 341(c). Accordingly, as the trial court's July 31, 2012 order does not fall within the definition of a "final order," it is interlocutory.

Under Pennsylvania law, however, interlocutory orders may be appealable in certain circumstances. As our Supreme Court has explained,

> in addition to an appeal from final orders of the Court of Common Pleas, our rules provide the Superior Court with jurisdiction in the following situations: interlocutory appeals that may be taken as of right, Pa.R.A.P. 311; interlocutory appeals that may be taken by permission, Pa.R.A.P. [312]; appeals that may be taken from a collateral order, Pa.R.A.P. 313....

Commonwealth v. Garcia**,* 43 A.3d 470, 478 n.7 (Pa. 2012) (internal quotations marks omitted); ***see also Pilchesky v. Gatelli, 12 A.3d 430, 435 n.6 (Pa. Super. 2011).

Instantly, the order in question does not qualify as an interlocutory order appealable as of right pursuant to Rule 311. Additionally, our review of the record reveals that neither party asked for or received permission to appeal said order pursuant to Rule 312. Thus, the question before this Court is whether the interlocutory order in this case (or any aspect of that order) is appealable under the collateral order doctrine. ***See*** Pa.R.A.P. 313.

Herein, Appellant does not contend the instant orders constitute collateral orders.[5] Moreover, the order in question does not satisfy all of the elements necessary to qualify as collateral under Rule 313(b). Accordingly, because the July 31, 2012 order is neither a final order nor an interlocutory or collateral order that is immediately appealable, we quash Appellant's appeal at No. 1559 MDA 2012.

We now turn to the question of whether the trial court's October 4, 2012 contempt order that is the basis of Appellant's appeal at No. 1835 MDA 2012 is a final and appealable order.[6] In conjunction with this

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[5] Pennsylvania Rule of Appellate Procedure 313 defines a collateral order as "an order separable from and collateral to the main cause of action where the right involved is too important to be denied review and the question presented is such that if review is postponed until final judgment in the case, the claim will be irreparably lost." Pa.R.A.P. 313(b). To benefit from the collateral order doctrine, our Supreme Court has recognized that such an order must satisfy all three elements. ***See McGrogan***, ***supra*** at 1076 (stating, "the collateral order doctrine is a specialized, practical [exception to] the general rule that only final orders are appealable as of right. Thus, Rule 313 must be interpreted narrowly…. To that end, each prong of the collateral order doctrine must be clearly present before an order may be considered collateral[]") (citations omitted).

[6] On December 26, 2012, this Court issued a *per curiam* order directing Appellant to show cause, within ten days, as to why his appeal from the October 4, 2012 contempt order (No. 1835 MDA 2012) should not be quashed as interlocutory. On January 7, 2013, Appellant filed a response to the show cause order with an argument as to why she believes the subject order is a final and appealable order. On January 15, 2013, this Court issued a *per curiam* order discharging its December 26, 2012 show cause order, and referring this issue to the merits panel. We address this issue below.

determination, we will also address Appellant's claim that the trial court erred in directing the Berks County Prothonotary to sign the Subordination Agreement on Appellant's behalf, in lieu of imposing monetary sanctions. Appellant's Brief at 15.

As noted, the determination of whether an order is appealable is a jurisdictional question, and this Court will only consider appeals from final orders of a trial court. ***See*** 42 Pa.C.S.A. § 742; Pa.R.A.P. 341(a). This Court has long recognized that "an order finding a party in contempt for failure to comply with a prior order of court is final and appealable, **if sanctions are imposed**." ***Foulk v. Foulk***, 789 A.2d 254, 257 (Pa. Super. 2001) (*en banc*) (citations omitted; emphasis added); ***see also Stewart v. Foxworth***, 65 A.3d 468, 471 (Pa. Super. 2013). Conversely, until sanctions are actually imposed, an order declaring a party in contempt is interlocutory and not appealable. ***See Rhoades v. Pryce***, 874 A.2d 148, 151 (Pa. Super. 2005), *appeal denied*, 899 A.2d 1124 (Pa. 2006); ***Wolanin v. Hashagen***, 829 A.2d 331, 332 (Pa. Super. 2003).

Sanctions for civil contempt may be imposed for one of the following two purposes.

> [T]o compel or coerce obedience to a court order **and/or** to compensate the contemnor's adversary for injuries resulting from the contemnor's noncompliance with a court order.

P.H.D. v. R.R.D., 56 A.3d 702, 708 n.8 (Pa. Super. 2012) (citation omitted; emphasis added).

Thus, in determining the finality of a civil contempt order, emphasis should be placed on whether the trial court's non-monetary sanctions compel or coerce obedience with its prior orders. Herein, Appellant was bound by agreement to sign those documents necessary to effectuate the terms of the Mediated Settlement Agreement. Specifically, following mediation, the parties executed a Mediated Settlement Agreement on May 17, 2011 that provided, in relevant part, as follows.

> 2. It is agreed that the entirety of [Appellant's] interest as set forth in this Agreement will be secured by the Project property but subordinated only to the interest of the provider of original financing per written agreement to be entered into between Powell and the bank or lender.
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> …
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> 8. Upon execution of the within agreement the parties shall execute praecipes to settle, discontinue and end without prejudice, pending approval of the security and subordination agreements with the provider of original financing, after which each party shall prepare their respective praecipes to settle, discontinue and end with prejudice and file the same within three (3) business days.
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> …
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> 10. Each party agrees to cooperate with the provision of such signature or signatures which may be reasonably requested to effectuate the terms of this Agreement.

Mediated Settlement Agreement, 5/17/11, at 2-4, ¶¶ 2, 8, 10.

Thereafter, on June 27, 2012, Manufacturers and Traders Trust Company (M&T Bank) agreed to finance the project by providing a

$7,500,000.00 loan to Appellee Legacy Papermill Associates, LP. ***See*** Letter from M&T Bank, 9/27/12; Exhibit No. 2. M&T Bank subsequently presented a Subordination Agreement to the parties formally recognizing that Appellant's interest would be subordinate to that of M&T Bank, in accordance with the terms of the parties' Mediated Settlement Agreement. ***See*** Subordination Agreement, ¶ 1; Exhibit 3.

Despite the Mediated Settlement Agreement's requirement that the parties cooperate in providing signatures to effectuate its provisions, Appellant refused to sign the Subordination Agreement. This decision acted as a barrier to closing M&T Bank's $7,500,000.00 million loan to Appellees, for which the commitment was set to expire. N.T., 9/28/12, at 5, 7-8; ***see also*** Trial Court Order, 7/31/12, Exhibit C (Letter from Appellant's Counsel, 7/13/12). As noted, the trial court twice ordered Appellant to sign said Subordination Agreement, by orders dated July 29, and September 28, 2012, and entered on the record on July 31, and October 1, 2012, respectively. On the second occasion, the trial court afforded Appellant 48 hours to do so after she declined additional time at the September 28, 2012 hearing. ***See*** Trial Court Order, 10/1/12; N.T., 9/28/12, at 20. Upon Appellant's repeated refusal to comply with the trial court's orders, the trial court granted Appellees' motion for contempt, in part, on October 4, 2012, and directed the Berks County Prothonotary to sign the Subordination Agreement on Appellant's behalf. ***See*** Trial Court Order, 10/4/12.

Based on the foregoing, we conclude that the trial court's October 4, 2012 contempt order is a final and appealable order, in that it effects Appellant's compliance with its prior orders by imposing a sanction empowering the Berks County Prothonotary to sign the Subordination Agreement on her behalf. ***See Stewart***, ***supra*** (stating that, "failure to comply with an order is a matter of civil contempt, because the [trial] court's contempt adjudication seeks to coerce compliance[]"). Moreover, as civil contempt proceedings may be used to effect compliance with any order, we discern no abuse of discretion on the part of the trial court in sanctioning Appellant in this regard, in lieu of imposing monetary sanctions. ***See e.g. Rhoades***, ***supra*** at 154-155 (holding that the trial court did not abuse its discretion in entering contempt orders against Wife, and directing the Prothonotary to sign documents on her behalf that were necessary to permit Husband to reduce life insurance coverage maintained by him as security for his equitable distribution obligation). Accordingly, Appellant's claim of trial court error must fail.

We now turn to Appellant's contention that the trial court abused its discretion in granting Appellees' motion for contempt, "without affording [] Appellant an opportunity to respond to the motion, without conducting an evidentiary hearing[,] and without making findings of any kind." Appellant's Brief at 14. This claim is belied by the record.

Our standard of review of an appeal from a contempt order is well settled. Appellate review of a contempt order "is limited to determining whether the trial court committed a clear abuse of discretion. This Court must place great reliance on the sound discretion of the trial judge when reviewing an order of contempt." ***G.A. v. D.L.***, 72 A.3d 264, 269 (Pa. Super. 2013) (citation omitted). "The contempt power is essential to the preservation of the [trial] court's authority and prevents the administration of justice from falling into disrepute." ***Harcar v. Harcar***, 982 A.2d 1230, 1235 (Pa. Super. 2009) (citations omitted). The trial court will have been found to have abused its discretion in this regard "if it misapplies the law or exercises its discretion in a manner lacking reason." ***Id.*** at 1234 (citations omitted). Furthermore, "the complaining party must show, by a preponderance of the evidence, that a party violated a court order." ***Childress v. Bogosian***, 12 A.3d 448, 465 (Pa. Super. 2011) (citation omitted).

Instantly, the record reveals that the trial court conducted an evidentiary hearing on September 28, 2012. At said hearing, Appellees introduced evidence of the financial commitment from the M&T Bank, as well as M&T Bank's unwillingness to provide financing unless Appellant executed the Subordination Agreement. N.T., 9/28/12, at 5-9. Both Appellant and her counsel were present at the hearing, and counsel was given the opportunity to cross-examine Appellees' witness, but elected to present no

further evidence on her behalf. ***Id.*** at 9-19. At the conclusion of said hearing, the trial court indicated that it would be entering an order directing Appellant to sign the Subordination Agreement within 48 hours. ***Id.*** at 20. The trial court also inquired whether Appellant wanted additional time to comply with this order, but Appellant's counsel declined on her behalf. ***Id.***

Thereafter, on October 1, 2012, the trial court entered an order denying Appellant's motion for reconsideration and rescission of the trial court's July 31, 2012 order, and ordering Appellant to sign the Subordination Agreement within 48 hours. Trial Court Order, 10/1/2012. As noted, Appellant refused to comply with said order, and on October 4, 2012, Appellees filed a motion for contempt. That same day, the trial court entered an order finding Appellant in contempt and directing the Berks County Prothonotary to execute the Subordination Agreement on her behalf. Trial Court Order, 10/4/12. Notably, Appellant does not contend that she was unaware of Appellees' motion for contempt, but rather, simply chose not to respond. The record further reveals that Appellant failed to request an additional hearing on the contempt issue.

As Appellant correctly notes in her brief, "[w]hen holding a person in civil contempt, the [trial] court must undertake (1) a rule to show cause; (2) an answer and hearing; (3) a rule absolute; (4) a hearing on the contempt citation; and (5) an adjudication of contempt." ***Lachat v. Hinchliffe***, 769 A.2d 481, 489 (Pa. Super. 2001) (citations omitted); ***see also*** Appellant's

Brief at 14. Contrary to Appellant's contention, however, "**[f]ulfillment of all five factors is not mandated**[.]" ***In re: Contempt of Cullen,*** 849 A.2d 1207, 1211 (Pa. Super. 2004) (citation omitted; emphasis added), *appeal denied*, 868 A.2d 1201 (Pa. 2005). Rather, "the essential due process requisites for a finding of civil contempt are notice and an opportunity to be heard." ***Id.*** (citation omitted). Appellant was clearly afforded such an opportunity in this instance, and thus, her claim of trial court error must fail.

Appellant's final contention is that the trial court abused its discretion in ordering Appellant to sign the Subordination Agreement because it was defective in a number of respects. Appellant's Brief at 11. Appellant's argument is three-fold.

Specifically, Appellant first argues the Subordination Agreement was defective in that it "was not in existence at the time of the Mediated Settlement Agreement." ***Id.*** at 11. Upon review, we agree with Appellees that this contention plainly ignores paragraph 10 of the Mediated Settlement Agreement. ***See*** Appellees' Brief at 6. As discussed, ***infra***, paragraph 10 provides that, "[e]ach party agrees to cooperate with the provision of such signature or signatures which may be reasonably requested to effectuate the terms of this Agreement." Mediated Settlement Agreement, 5/17/11, at 4, ¶ 10. Because Appellant's execution of the Subordination Agreement merely formalizes that Appellant's interest is subordinate to that of M&T Bank, it

falls directly under Paragraph 10. ***See*** Subordination Agreement, ¶ 1; Exhibit 3. Thus, Appellant's contention is devoid of merit.

Second, Appellant argues that the Subordination Agreement was flawed because M&T Bank "was not a party to the underlying litigation or the [Mediated Settlement Agreement]" and that she "had no contact or dealing with M&T Bank." Appellant's Brief at 11-12. This claim plainly mischaracterizes the terms of the parties' written Mediated Settlement Agreement. Specifically, paragraphs 2 and 4 of the Mediated Settlement Agreement explicitly provide that Appellant's interest is subordinate to that of M&T Bank, and that the terms of financing are "to be negotiated between [Appellee] Powell and [M&T Bank]." Mediated Settlement Agreement, 5/17/11, at 2-3, ¶¶ 2,4. Thus, contrary to Appellant's assertion, we agree with the trial court that Appellant has no authority to be involved in negotiations with M&T Bank and no approval over financial arrangements with the Bank. ***See*** Trial Court Opinion, 12/19/12, at 4.

Lastly, Appellant contends the Subordination Agreement was "not consistent … with the terms of the written Mediated Settlement Agreement." Appellant's Brief 11. In support of this contention, Appellant argues,

> the subordination agreement essentially negated the payment scheme set forth in the MSA requiring Appellant to wait until all indebtedness to M&T Bank was paid before she could expect to receive anything. **The subordination agreement provided no payment scheme or provisions for Appellant.**

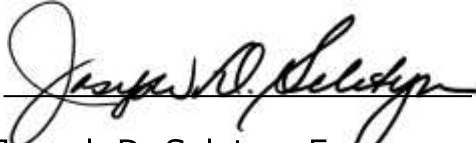
Id. at 12 (emphasis added).

Upon review, we conclude this claim is without support in the record. Notably, no terms exist in the Mediated Settlement Agreement that mandate that the Subordination Agreement contain details about Appellees' payment obligation to Appellant or provide a specific payment plan. As discussed, the Mediated Settlement Agreement provides for installment payments to be made to Appellant in amounts "approved by the provider of original financing" and the accumulation of interest in the event the said payments are delayed. ***See*** Mediated Settlement Agreement, 5/17/11, at 1-3, ¶¶ 1-5. Furthermore, the Subordination Agreement explicitly incorporates the Mediated Settlement Agreement in paragraph B, as well as its terms of payment. ***See*** Subordination Agreement, ¶ 4 (stating, "[Appellant] Creditor may receive payments from [Appellee] Legacy on account of the indebtedness and obligation of [Appellee] Legacy to [Appellant] Creditor pursuant to and in accordance with the Settlement Agreement…[]"); Exhibit 3.

Accordingly, for all the foregoing reasons, we affirm the trial court's October 4, 2012 order finding Appellant in contempt, and quash the appeal at No. 1559 MDA 2012 as interlocutory.

October 4, 2012 order affirmed. Appeal at No. 1559 MDA 2012 quashed. Jurisdiction relinquished.

Judgment Entered.



Joseph D. Seletyn, Esq.
Prothonotary

Date: 12/23/2013