NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT I.O.P. 65.37

MATESON CHEMICAL CORPORATION, CHRISTOPHER MATESON, BONNIE MATESON, AND JEAN F. MATESON, JR., v. STEPHANIE MATESON-BARTON, MARK MATESON, AND NIKULAUS MATESON, APPEAL OF: STEPHANIE MATESON, Appellant	:	IN THE SUPERIOR COURT OF PENNSYLVANIA No. 2099 EDA 2011

Appeal from the Order entered on June 24, 2011
in the Court of Common Pleas of Philadelphia County,
Civil Division, No. 3507 December Term 2008

MATESON CHEMICAL CORPORATION, CHRISTOPHER MATESON, BONNIE MATESON, AND JEAN F. MATESON, JR., v. STEPHANIE MATESON-BARTON, MARK MATESON, AND NIKULAUS MATESON, APPEAL OF: STEPHANIE MATESON, Appellant	:	IN THE SUPERIOR COURT OF PENNSYLVANIA No. 2753 EDA 2011

Appeal from the Judgment of Sentence entered on September 12, 2011
in the Court of Common Pleas of Philadelphia County,
Civil Division, No. 3507 December Term 2008

BEFORE: MUSMANNO, WECHT and PLATT*, JJ.

MEMORANDUM BY MUSMANNO, J.: Filed: April 29, 2013

*Retired Senior Judge assigned to the Superior Court.

In these consolidated appeals, Stephanie Mateson ("Mateson") appeals, *pro se*, from (1) an Order entered on June 24, 2011 (hereinafter "Settlement Order") enforcing a settlement agreement ("the Settlement Agreement") entered into between Mateson and the Mateson Chemical Corporation ("MCC"); and (2) the subsequent judgment of sentence imposed against Mateson following the trial court's finding her in indirect criminal contempt ("ICC") of the Settlement Order. We affirm the Settlement Order and affirm Mateson's judgment of sentence.

The trial court has set forth the facts and procedural history underlying this appeal, which we adopt herein by reference. ***See*** Trial Court Opinion, 6/1/12, at 1-5. In response to Mateson's timely appeal, the trial court ordered Mateson to file a concise statement of errors complained of on appeal pursuant to Pa.R.A.P. 1925(b). Mateson timely filed a *pro se* Concise Statement.

On appeal, Mateson raises the following issues for our review:

> 1. Whether the Court of Common Pleas[] erred in finding [Mateson] in contempt of court in the absence of any finding by clear and convincing evidence of wrongful intent[?]
>
> 2. Whether the Court of Common Pleas denied [Mateson of her] rights under the Sixth Amendment to the Constitution of the United States by not informing [her] that [she] was at risk of being held in criminal contempt, by not advising [Mateson] of [her] right to have counsel, by not informing [Mateson] that [she] could have [had] counsel appointed as [she] was indigent ..., by not advising [Mateson] of [her] right to trial by jury, and by finding [Mateson] in contempt and sentencing [her] to

prison for a fixed period of six months less one day without ... [the] assistance of counsel[?]

3. Whether the Court of Common Pleas[] acted in excess of its jurisdiction by hearing and deciding to enforce a [S]ettlement [A]greement and impose sanctions in the underlying case, when the [S]ettlement [A]greement was not an order of the Court, and the movant was required under Pennsylvania law to initiate a new action for alleged breach of the [S]ettlement [A]greement[?]

4. Whether the Court of Common Pleas acted in excess of its authority by, when being informed of the lack of jurisdiction to enforce the [S]ettlement [A]greement, unilaterally adopt[ing] the private [S]ettlement [A]greement as an Order of the Court *nunc pro tunc*, thereby effectively modifying the [S]ettlement [A]greement by adding a term (making it an enforceable court order) without any evidence that the parties so intended at the time of settlement[?]

5. Whether the Court of Common Pleas erred in interpreting the [S]ettlement [A]greement as prohibited [*sic*] [Mateson] from appealing a decision interpreting it as part of a motion to enforce the [S]ettlement [A]greement, when such dispute was neither known nor in existence at the time the [S]ettlement [A]greement was entered into[?]

6. Whether the Court of Common Pleas erred in interpreting the [S]ettlement [A]greement as [Mateson] forfeiting [her] stock, when the record shows to the contrary[?]

Brief for Appellant at 3-4 (issues renumbered).

We first address Mateson's appeal from the judgment of sentence imposed on her conviction of ICC. Mateson argues that the trial court erred in finding her in contempt of court in the absence of any finding of wrongful intent, one of the requisite elements of ICC. ***Id.*** at 17.

Our standard of review is well settled: "A trial court's finding of contempt will not be disturbed absent an abuse of discretion." ***Commonwealth v. Baker***, 766 A.2d 328, 331 (Pa. 2001) (citing ***Commonwealth v. Williams***, 753 A.2d 856, 861 (Pa. Super. 2000) (stating that "[i]n considering an appeal from a contempt order, we place great reliance on the discretion of the trial judge. Each court is the exclusive judge of contempts against its process, and on appeal its actions will be reversed only when a plain abuse of discretion occurs.")).

Here, the trial court found Mateson in contempt of court based upon her disregard of (1) the trial court's unambiguous Order that Mateson shall not file any further appeals in the case; and (2) the trial court's Order directing Mateson to appear at a hearing on August 15, 2011 ("the contempt hearing"). "A charge of indirect criminal contempt consists of a claim that a violation of an Order or Decree of court occurred outside the presence of the court." ***Commonwealth v. Brumbaugh***, 932 A.2d 108, 109 (Pa. Super. 2007) (citation omitted). The Pennsylvania Supreme Court has stated that

> [i]n order to establish a claim of indirect criminal contempt, the evidence must be sufficient to establish the following four elements:
>
> (1) the order must be definite, clear, specific and leave no doubt or uncertainty in the mind of the person to whom it was addressed of the conduct prohibited; (2) the contemnor must have had notice of the specific order or decree; (3) the act constituting the violation must have been volitional; and (4) the contemnor must have acted with wrongful intent.

Baker, 766 A.2d at 331 (citation omitted).

At the June 22, 2011 hearing on MCC's Motion to enforce the Settlement Agreement, the trial court judge issued the following warning to Mateson at the close of the hearing:

> THE COURT: Just a minute, Counsel. Do you understand, ma'am [Mateson], what is happening today?
>
> [Mateson]: I understand.
>
> THE COURT: Ma'am, I'm about to impose sanctions. That's the last thing I want to do, because if you do not pay the sanctions, then you're — to vindicate the authority of the court, you go to jail. Do you understand that?
>
> [Mateson]: Right.
>
> THE COURT: I do not want to do that. I've been a judge for thirty-two, almost thirty-three years, and that's the last thing I want to do, is to take money out of your pocket and/or put you in jail, but *you've got to comply with the court [O]rder. You must. There's no two ways about it. You agreed that you're not going to appeal the matter.* Now, you're going to Delaware. We don't know if you're going to Washington next or New Jersey. The litigation has to end and it ends today. So now you owe — the judgment is eighty-seven thousand two hundred sixty-two dollars and eighty cents, that's the present amount.
>
> [Counsel for MCC]: It's zero. Judge, by you enforcing the [S]ettlement [Agreement], we're agreeing [that Mateson] owes us nothing. We had asked for sanctions, counsel fees to come back here, and we want the order to say that if she violates this order she will be sanctioned further, and the only way, unfortunately, like you said, is contempt.
>
> THE COURT: Do you understand that, ma'am? You lost, period. In litigation, someone wins and someone loses. You lost.
>
> [Mateson]: But I never agreed —
>
> THE COURT: You did agree. The record shows that you did agree, and now you're changing your mind. Well, the law doesn't work that way. You make an agreement, you have to abide by the agreement. It would not please me at all to have

> the sheriff come in this room and take you away in handcuffs for contempt of court. That, I do not want to do. Do you understand that? *So you will have to abide by the [O]rder of the court or you're in contempt, and in order to vindicate the authority of the court or to further the contempt, you have to go to county prison.* Anything further?
>
> [Counsel for MCC]: Nothing further.
>
> THE COURT: Anything further, [Mateson]?
>
> [Mateson]: No.

N.T., 6/22/11, at 70-73 (emphasis added); ***see also*** Settlement Order, 6/24/11 (providing, *inter alia*, that Mateson had agreed that "there would be no appeals of any issues[,]" and the trial court expressly decreed that "[Mateson's] failure to comply with any part of this Order shall result in the imposition of additional sanctions and/or a finding of contempt upon further application of [MCC].").

In direct violation of the Settlement Order and the trial court judge's oral warnings during the June 22, 2011 hearing, Mateson filed an appeal less than one month later. At that point, all of the elements of ICC were present. First, it is beyond dispute that the trial court's Order prohibiting Mateson from filing an appeal was definite, clear, and specific, and left no ambiguity as to the prohibited conduct. ***See Baker***, 766 A.2d at 331. Next, Mateson had oral *and* written notice of the trial court's unambiguous Order. ***Id.*** Finally, the record supports the trial court's finding that Mateson's defiance

of the court Order was volitional and done with wrongful intent.[1] ***Id.*** Indeed, Mateson acknowledged that she had agreed not to take another appeal of any issue. Despite this, and despite the trial court's oral warnings and the Settlement Order, Mateson filed an appeal less than one month later, in clear violation of the Order. Moreover, Mateson failed to respond to the trial court's July 19, 2011 Rule to Show Cause Order, directing her to show cause, at the August 15, 2011 contempt hearing, as to why she should not be held in criminal contempt for violating the Settlement Order. Mateson did not appear at the contempt hearing. Accordingly, there was ample evidence to establish each of the elements of ICC.

Next, Mateson claims that the trial court violated her due process rights by finding her guilty of ICC at the contempt hearing, since she was not present at this hearing and did not have the assistance of counsel. Brief for Appellant at 9. We disagree.

Whether an appellant was denied due process is a question of law. "As with all questions of law, the appellate standard of review is *de novo* and the appellate scope of review is plenary." ***Commonwealth v. Moody***, 46 A.3d 765, 771 (Pa. Super. 2012) (citation omitted). The Pennsylvania Supreme Court has held that "the due process requirements under the provisions of the Fourteenth Amendment of the United States Constitution require notice

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[1] In making this finding, the trial court pointed out that "[Mateson] has failed to obey the Courts of this Commonwealth dating back to 2007, when [the prior trial court judge presiding over the case between Mateson and MCC had] found [Mateson] in contempt for failing to appear after being notified to do so on multiple occasions." Trial Court Opinion, 6/1/12, at 8.

and an opportunity to be heard before a conviction for contempt can be adjudicated." ***Weiss v. Jacobs***, 175 A.2d 849, 851 (Pa. 1961); ***see also Commonwealth v. Pruitt***, 764 A.2d 569, 576 (Pa. Super. 2000) (stating that "[d]ue process considerations require that a contemnor be afforded notice of the contempt hearing so that he or she may present a defense. Judges may give this notice by warning individuals that their conduct is considered contumacious, or may issue warnings to the parties involved in order to permit the individuals to conform their conduct to the norms expected by the trial judge.").

In the instant case, during the June 22, 2011 hearing, the trial court clearly gave Mateson notice that the court would find her in criminal contempt and sentence her to a term of incarceration if she breached her agreement to not file additional appeals in this case. ***See*** N.T., 6/22/11, at 71, 72 (stating, respectively, that "[y]ou [Mateson] agreed that you're not going to appeal the matter[,]" and "you will have to abide by the [O]rder of the court or you're in contempt, and in order to vindicate the authority of the court or to further the contempt, you have to go to county prison."); ***see also*** Settlement Order, 6/24/11 (same). Additionally, the trial court provided Mateson with an opportunity to be heard. The court ordered Mateson to appear at the contempt hearing to give her an opportunity to present a defense and show cause as to why she should not be held in criminal contempt. However, Mateson disregarded the court Order and did not appear at the contempt hearing. Accordingly, we determine that the

trial court did not violate Mateson's due process rights by finding her in contempt of court, *in absentia*, at the contempt hearing. ***Cf. Weiss***, 175 A.2d at 851 (holding that the defendant's conviction for contempt of court was in violation of his due process rights where *he was not provided with notice* of presentation of the contempt petition before the lower court *nor was he given the right to have been heard at the contempt hearing*); ***Pruitt***, 764 A.2d at 576 (same).

Next, we will address Mateson's appeal from the Settlement Order enforcing the parties' Settlement Agreement.

Initially, we note that although the statement of questions involved portion of Mateson's brief purports to raise four separate issues regarding Mateson's appeal of the Settlement Order, Mateson raises only two issues in her argument section. Indeed, in Mateson's court-ordered Rule 1925(b) Concise Statement, Mateson raised only two issues regarding her appeal from the Settlement Order. ***See*** Rule 1925(b) Concise Statement, 1/31/12, ¶¶ 1, 2. Accordingly, we will address the two issues that Mateson preserved on appeal in her Concise Statement. ***See Commonwealth v. Lord***, 719 A.2d 306, 309 (Pa. 1998) (holding that "[a]ny issues not raised in a 1925(b) statement will be deemed waived.").

Mateson first argues that the trial court lacked jurisdiction to enforce the Settlement Agreement and that it is unenforceable because it was purportedly a private contract, not a judicial decree. Brief for Appellant at 11. According to Mateson, "there is no evidence that the parties ever

intended that the [S]ettlement [A]greement itself would be entered as an Order of the Court." ***Id.*** Additionally, Mateson asserts that "[t]he [trial court] judge unilaterally decided to enter the [S]ettlement [A]greement as an [O]rder '*nunc pro tunc*,' thereby unlawfully conferring jurisdiction upon himself." ***Id.*** at 8. Mateson further contends that

> [b]y entering the [S]ettlement [Agreement] as a court [O]rder, the [trial court] judge effectively modified the [S]ettlement [A]greement by adding an additional term that was not bargained for — that the settlement would be incorporated as a court [O]rder.

Id. at 12.

The trial court concisely addressed Mateson's claims in its Opinion and we adopt the court's rationale herein. ***See*** Trial Court Opinion, 6/1/12, at 5-6. Additionally, we are unpersuaded by Mateson's claim that the trial court unlawfully conferred jurisdiction upon itself by entering the Settlement Agreement as an Order *nunc pro tunc*. As the trial court explained in its Opinion, the court "signed and docketed the 'Settlement Order,' [dated August 16, 2010,] but not the same copy as the [one that the] parties signed (the one [that Mateson had] 'marked up'). As a result, th[e trial]

court signed the 'marked up' copy [*nunc*] *pro tunc* on June 22, 2011."[2] ***Id.*** at 3 n.3. We discern no impropriety by the trial court in this regard, as the court was merely remedying a minor omission by signing the Settlement Order *nunc pro tunc*.

Finally, Mateson asserts that the trial court erred in determining that she had relinquished any claim to any MCC stock as part of the Settlement Agreement. ***See*** Brief for Appellant at 12-16. According to Mateson, "[t]he record shows that, at the time the [S]ettlement [A]greement was entered into, [MCC] was releasing all claims it had to [Mateson's] personal property." ***Id.*** at 8.

In its Opinion, the trial court addressed Mateson's issue and determined that it lacks merit. ***See*** Trial Court Opinion, 6/1/12, at 6-7. Since our review confirms that the trial court's sound rationale is supported by the record, we affirm on this basis. ***See id.***

Settlement Order entered on June 24, 2011 affirmed; judgment of sentence affirmed.

[2] At the hearing regarding the enforcement of the Settlement Agreement, the trial court judge explained that "I don't understand why I did not sign the Order when I ordered it. I know it is on the record." N.T., 6/22/11, at 14. Accordingly, the trial court stated that "I'm executing this order dated August sixteenth, knowing that today is June twenty-second. I'll sign it *nunc pro tunc*." ***Id.***; ***see also*** Settlement Order, entered 6/24/11.

J-S77011/12

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION

MATESON CHEMICAL CORPORATION, : Plaintiff/Appellee :	December Term, 2008 No. 03507
v. :	
STEPHANIE MATESON BARTON, *pro se* : Defendant/Appellant :	Superior Court Docket No. 2753 & 2099 EDA 2011, Consolidated

PRESENTED FOR REVIEW
12 JUN -1 AM 9:46
PRO PROTHY

OPINION

Ricardo C. Jackson, J.

FACTS AND PROCEDURAL HISTORY

This case arose out of a dispute surrounding a family owned business. The procedural history of the case is as follows:

The first action instituted by the Appellee was in the Court of Common Pleas, Philadelphia County, Civil Division, July Term, 2005 (No. 01108). There, the Appellee sought a "special injunction" alleging that the Appellant wrongfully misappropriated company stock ledgers, the corporate seal, and official records along with other corporate property. During this time the Appellant held herself out as an officer of the Appellee Corporation. The Honorable Albert W. Sheppard, Jr., presided over the matter in the Court of Common Pleas, Philadelphia County, Civil Division. He found the Appellant in contempt of Court after she failed to appear for two Rule to Show Cause hearings. At trial on July 17, 2007, notwithstanding having been notified of the proceedings, the Appellant failed to appear for the third time. After hearing the testimony of the Appellee, that Court awarded money damages in the amount of $117,263 against

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the Appellant. On July 31, 2007, the Honorable Albert W. Sheppard, Jr. denied the Appellant's Motion for Post-trial Relief. The Appellant appealed that decision (2750 EDA 2005) and that appeal was dismissed on June 2, 2008. The Superior Court of Pennsylvania denied an application for reconsideration on June 30, 2008. The Supreme Court of Pennsylvania denied the Appellant's petition for Allowance of Appeal (526 EAL 2006), treated by the Court as a Petition for Review, on October 2, 2008.

As of July 7, 2008, the Appellant had not satisfied any of the $117,263 judgment against her. Consequently, without the assistance of our Courts, the Board of Directors of Mateson Chemical Corporation voted to forfeit the Appellant's stock certificates while crediting the Appellant for a payment of $30,000 towards the $117,263 judgment. (Exhibit C of Motion to Enforce Settlement, Filed 5/19/2011.) A letter detailing the aforementioned was sent by the Appellee's attorney, Gavin P. Lentz, Esq., to the Appellant's attorney at that time, Michael J. Custer, Esq., on July 29, 2008. (Id.) Likewise, this lesser amount owing was referenced in paragraph 19 of the Complaint filed by the Appellee in the Court of Common Pleas, Philadelphia County, Civil Division, December Term, 2008 (No. 03507).[1] Also, paragraph seven of this complaint as well as paragraph "i" of the Appellee's proposed findings of fact filed July 30, 2009, asserts that the Appellant no longer owns stock in Mateson Chemical Corporation. The Appellant's October 12, 2009, answer to the complaint denied paragraph seven and averred that she did own stock.[2]

[1] This is the present matter, in which the Appellee requested a partition and transfer of the Appellant's one-sixth share of the real property where Mateson Chemical Corporation is located.

[2] The Appellant stated on the record that "they have attached everything I own as their settlement agreement, my house, okay, my shares of stock..." (Notes of Testimony, 8/16/2010, at 17.)

In addition to the action discussed above, the Appellee filed a Defamation action in the Court of Common Pleas, Philadelphia County, Civil Division, September Term, 2008 (Term No. 02213) against the Appellant.

The parties appeared before this Court for trial on August 16, 2010; the Appellee was represented by counsel while the Appellant now appeared *pro se*. At that hearing the parties discussed settling the above claims on the record. (Notes of Testimony, 8/16/2010, at 20-23.) After the Appellant proclaimed "I want to settle" this Court conducted an extensive colloquy as to the terms of the settlement. (Id., at 20-33.) This Court ensured that the Appellant understood the settlement, understood her alternatives, and had the opportunity to ask questions. (Id. at 20-29.) Likewise, it appears from the following colloquy the Appellant agreed she could not appeal the settlement:

> THE COURT: They're also asking that you forego your appellate rights.
> MS. MATESON-BARTON: So that's saying, basically, that this is it I can't appeal?
> THE COURT: This is it. No, you cannot appeal.
> MS. MATESTON-BARTON: Judge, I understand this. I want to settle.
> ...
> MR. LENTZ: ... I'll also sign agreed, and I will order the transcript, which says neither of us will file an appeal of any of the actions that took place before today.
> ...
> THE COURT: So it ends today for all time.
>
> (Id. at 29-30.)

Subsequently, on the record, the Appellant informed this Court that she "marked this [Settlement Order] up that says, all parties settle all claims and prior disputes and there will be no appeal of either party of any issues." (Id. at 31.) This is reflected in the Settlement Order, signed August 16, 2010, included in the record.[3] The Appellee requested in writing that the Prothonotary mark the above claims "Settled" on August 16, 2010.

[3] This Court signed and docketed the "Settlement Order", but not the same copy as the parties signed (the one the Appellant "marked up"). As a result, this Court signed the "marked up" copy non pro tunc on June 22, 2011.

Notwithstanding the Settlement Agreement of August 16, 2010, on March 2, 2011, the Appellant filed a Civil complaint against the Appellee in The Court of Chancery of the State of Delaware (Case No. 6241) wherein the Appellant asserted that she retained possession of her stock certificates in Mateson Chemical Corporation. In response, on May 19, 2011, the Appellee filed a Motion to Enforce Settlement (Case No.: 0812-03507) with this Court pursuant to the August 16, 2010 settlement agreement. The parties again appeared before this Court on June 22, 2011. The Appellant argued that the Settlement from August 16, 2010 is not binding as this Court did not sign it (this is not correct as this Court's signed Order was docketed on August 19, 2010.) At the same hearing the issue of the Appellant's stock came up again and this Court clarified that the stock certificates had been previously forfeited by action of the Appellee. (Notes of Testimony, 6/22/2011, at 62.) This Court granted the Appellee's Motion to Enforce Settlement and the Appellant was ordered to terminate/withdraw any and all litigation pursuant to the settlement agreement. (Order, Case No.: 0812-03507, Control # 11052022, 6/24/2011.) This Court further advised Appellant that "Failure to abide by this Order within thirty (30) days will result in sanctions of $10,000 plus counsel fees of $2,500... additional sanctions, and/or a finding of contempt." (Id.)

On July 12, 2011, a stipulation of dismissal ending the Appellant's Delaware action, commenced on March 2, 2011, was filed by the Appellant in Delaware. (Notes of Testimony, 8/15/12, at 11.) The Appellant then filed an appeal to the Superior Court of Pennsylvania from the Order of June 22, 2011, docketed under 2099 EDA 2011.

Upon having been noticed of this Appeal in contradiction to the Settlement and previous Orders, this Court Ordered the Appellant to Show Cause on July 19, 2011 as to why she should not be held in contempt for violating this Court's Order of June 22, 2011. The hearing was

scheduled for August 15, 2011, and the Appellant was notified by certified mail (records show she received this on July 27, 2011) that she should bring her financial records and that this Court would consider whether to impose sanctions. Following notice, the Appellant filed a motion to Stay Proceedings Pending Bankruptcy on July 28, 2011. Attached to the aforementioned motion was proof that the Appellant had filed for Chapter Seven "Liquidation" Bankruptcy on July 1, 2011. (Exhibit A of Motion to Stay Proceedings, 7/28/2011.) On August 15, 2011, the Appellant failed to appear. This Court found her in summary contempt of Court and sentenced her to six months incarceration less one day. An Order detailing the Appellant's sentence, failure to appear (August 15, 2011), and disregard for this Court's Orders (From June 22, 2011 and the original Settlement Order of August 16, 2010) was docketed on September 12, 2011. Further, an Order requesting the assistance of the Sheriff of Philadelphia County and the Appellant's home state of Delaware was docketed on September 15, 2011. The Appellant appealed the aforementioned orders on September 25, 2011 (2753 EDA 2011). The Appellant's two appeals were consolidated by the Superior Court of Pennsylvania on December 5, 2011.

DISCUSSION

In response to a Pa.R.A.P. 1925(b) Order, the Appellant complains of seven matters on appeal. Matters one and two will be addressed individually while matters three through seven, concerning the Appellant having been found in Summary Criminal Contempt by this Court have been consolidated. This Court will address the Appellant's complaints as follows:

1) **"I objected to the Court asserting jurisdiction over a private settlement agreement when that settlement agreement was not merged or incorporated into a judicial decree, and so it had to be brought in a separate lawsuit. In response, the judge**

entered it as an order nunc pro tunc. This was in error, as the parties had neither negotiated as a settlement term nor agreed that the settlement would be made into a court order. As such, the judge added a term to the settlement agreement that I did not agree to as part of the settlement..." (See Appellant's Statement of Matters Complained of on Appeal).

The Appellant alleges that the settlement was a private one, not a judicial decree and that this Court added a term to the settlement. These claims are entirely without merit or support in the record. As discussed in great detail above, the Notes of Testimony from August 16, 2010 are clear that the Appellant "marked up" the settlement agreement, which was negotiated on the record. (Notes of Testimony, 8/16/2010, at 31.) This Court informed both parties that it would sign the agreement and regard the event as a hearing: "So the matter ends. That's why I'm going to take our conversation today, or settlement conference, if you will, as a hearing on the matter." (Id., at 30-32.)

2) **"The judge erred in ruling that I relinquished my stock as part of the settlement, when the record does not support that conclusion, or contain any evidence of a knowing transfer of stock on the corporate records."** (See Appellant's Statement of Matters Complained of on Appeal).

This claim is without merit. On July 7, 2008, the Appellant was notified by the Appellee Corporation that her stock had been forfeited to partially satisfy the judgment of $117,263. As discussed above, the Complaint and Answer put both parties on notice that the Appellant's stock

was at issue in the case. The parties agreed both on the record and by order that "Parties settle all claims and prior disputes and there will be no appeal by either party on any issues." (Settlement Order, August 16, 2010.) Moreover, the Appellant represented on the record that she added the aforementioned language. (Notes of Testimony, August 16, 2010, at 30-31.) The Appellant's stock is unmistakably included in the settlement as it was a prior issue.

3-7) **"The judge erred to the extent that he held me in contempt for appealing his decision that I relinquished my stock as part of the settlement, as the settlement did not preclude me from appealing the decision."** (See Appellant's Statement of Matters Complained of on Appeal 3-7).

As detailed by this Court's Order dated September 15, 2011, the Appellant was held in Summary Criminal Contempt after failing to appear, with notice at the August 15, 2011 Rule to Show Cause hearing. The Appellant continues to be in violation of the Court's order stating that "Parties settle all claims and prior disputes and there will be no appeal by either party of any issues."[4]

In response to this Court's Pa.R.A.P. 1925(b) Order, the Appellant has set forth a prolix pleading in regard to the finding of contempt. This Court has determined that the Appellant had notice of the Rule to Show Cause hearing on August 15, 2011. In the notice, docketed on July 19, 2011, and received by the Appellant via certified mail on July 27, 2011, this Court informed the Appellant that she was to appear to show cause as to why she "should not be held in criminal contempt of Court for violating the Court's Order....The Court will consider whether sanctions of $10,000...and or a finding of contempt...should be imposed." (Rule to Show Cause Order,

[4] See the third footnote, page three.

July 19, 2011.)

Criminal contempt serves to vindicate the dignity and authority of the Court. Stahl v. Redcay, 2006 Pa. Super. 55, 897 A.2d 478 (Pa. Super 2006); Foulk v. Foulk, 2001 Pa. Super. 358, 789 A.2d 254 (Pa. Super. 2001). "The power of the several courts of this Commonwealth to issue attachments and to impose summary punishments for contempts of court" includes disobedience or neglect by parties. 42 Pa.C.S. § 4132. Likewise, the United States Bankruptcy Court for the Eastern District of Pennsylvania has found that the automatic stay of 11 U.S.C. § 362(a) does not apply to contempt actions meant to uphold the dignity of the State Court. In re Lincoln, 264 B.R. 370 (Bankr. E.D.Pa. 2001). Here the Appellant has failed to obey the Courts of this Commonwealth dating back to 2007, when the Honorable Albert W. Sheppard, Jr. found her in contempt for failing to appear after being notified to do so on multiple occasions.

On August 16, 2010, the Appellant "marked up" the Settlement Order to read "Parties settle all claims and prior disputes and there will be no appeal by either party of any issues(Notes of Testimony, 8/16/2010, at 31.) To further clarify this, the Court informed the Appellant that "It ends today for all time." (Id, at 30.) In direct violation of the Order, the Appellant filed suit in Delaware and appealed this Court's Order enforcing the settlement.

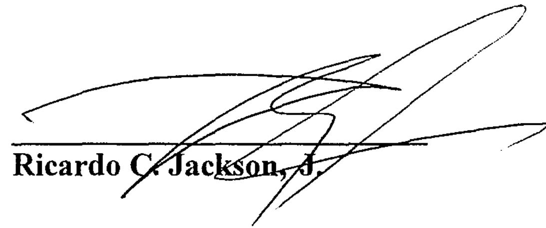
This Court finds that the Appellant's defiance of this Courts Orders were volitional and with wrongful intent as demonstrated by her previous noncompliance and disregard of specific Court Orders. Fenstamaker v. Fenstamaker, 337 Pa. Super. 410, 487 A.2d 11 (Pa. Super. 1985). As the Appellant has continually failed to appear, this Court has no other means of compelling her appearance.

CONCLUSION

For all of the above reasons, this Court respectfully requests that the June 22, 2011 Settlement Enforcement Order and the finding of Summary Criminal Contempt, be affirmed.

BY THE COURT:

5/31/12
Date



Ricardo C. Jackson, J.