

# Supreme Court of Pennsylvania

## Court of Common Pleas

### Civil Cover Sheet

Luzerne

County

For Prothonotary Use Only:

Docket No:

202007819

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

#### Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition  
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:

Commonwealth of PA Office of Attorney General

Lead Defendant's Name:

The Baroness Consulting & Mediation, LLC et.al.

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☐ within arbitration limits  
☒ outside arbitration limits  
(check one)

Is this a *Class Action Suit*? ☐ Yes ☒ No

Is this an *MDJ Appeal*? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Merna T. Hoffman, Esquire

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

**Nature of the Case:** Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

#### TORT (do not include Mass Tort)

- ☐ Intentional  
☐ Malicious Prosecution  
☐ Motor Vehicle  
☐ Nuisance  
☐ Premises Liability  
☐ Product Liability (does not include mass tort)  
☐ Slander/Libel/ Defamation  
☐ Other:  
\_\_\_\_\_

#### MASS TORT

- ☐ Asbestos  
☐ Tobacco  
☐ Toxic Tort - DES  
☐ Toxic Tort - Implant  
☐ Toxic Waste  
☐ Other:  
\_\_\_\_\_

#### PROFESSIONAL LIABILITY

- ☐ Dental  
☐ Legal  
☐ Medical  
☐ Other Professional:  
\_\_\_\_\_

#### CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff  
☐ Debt Collection: Credit Card  
☐ Debt Collection: Other  
\_\_\_\_\_  
☐ Employment Dispute:  
Discrimination  
☐ Employment Dispute: Other  
\_\_\_\_\_  
☐ Other:  
\_\_\_\_\_

#### REAL PROPERTY

- ☐ Ejectment  
☐ Eminent Domain/Condemnation  
☐ Ground Rent  
☐ Landlord/Tenant Dispute  
☐ Mortgage Foreclosure: Residential  
☐ Mortgage Foreclosure: Commercial  
☐ Partition  
☐ Quiet Title  
☐ Other:  
\_\_\_\_\_

#### CIVIL APPEALS

- Administrative Agencies  
☐ Board of Assessment  
☐ Board of Elections  
☐ Dept. of Transportation  
☐ Statutory Appeal: Other  
\_\_\_\_\_  
☐ Zoning Board  
☐ Other:  
\_\_\_\_\_

#### MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration  
☐ Declaratory Judgment  
☐ Mandamus  
☐ Non-Domestic Relations  
☐ Restraining Order  
☐ Quo Warranto  
☐ Replevin  
☒ Other:  
Complaint in Equity  
\_\_\_\_\_

Updated 1/1/2011



COMMONWEALTH OF PENNSYLVANIA  
by Attorney General JOSH SHAPIRO  
  
Plaintiff,  
  
v.  
  
THE BARONESS CONSULTING &  
MEDIATION, LLC  
318 South Franklin Street  
Suite 102  
Wilkes-Barre, PA 18701  
  
and  
  
JULIANE VON SCHMELING, individually  
and as member of THE BARONESS  
CONSULTING & MEDIATION, LLC  
38 Westminster Drive  
Dallas, PA 18612  
  
Defendants

**YOU HAVE BEEN SUED IN COURT.** If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an 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 claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

1



## AVISO

A USTED SE LE HA DEMANDADO EN LA CORTE. Si usted quiere defenderse contra la demanda expuesta en las siguientes páginas, tiene que tomar acción en un plazo de veinte (20) días después que reciba esta demanda y aviso, por presentar una notificación de comparecencia escrita personalmente o por un abogado y radicar por escrito en la Corte sus defensas u objeciones a las demandas presentadas en su contra. Se le advierte que si falla en hacerlo, el caso podría seguir adelante sin usted y un fallo podría ser dictado en su contra por la Corte sin previo aviso por cualquier dinero reclamado en la demanda o por cualquier otro reclamo o desagravio pedido por el/la demandante. Puede que usted pierda dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO, DIRÍJASE O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ABAJO. ESTA OFICINA PUEDE PROVEERLE CON INFORMACIÓN SOBRE COMO CONTRATAR UN ABOGADO. SI NO TIENE LOS FONDOS SUFICIENTES PARA CONTRATAR UN ABOGADO, ESTA OFICINA PODRÍA PROPORCIONARLE INFORMACIÓN ACERCA DE AGENCIAS QUE PUEDAN OFRECERLES SERVICIOS LEGALES A PERSONAS QUE REÚNAN LOS REQUISITOS A UN HONORARIO REDUCIDO O GRATIS.

North Penn Legal Services, Inc.  
33 N. Main Street,  
Suite 200  
Pittston, PA 18640  
(570) 299-4100  
(877) 953-4250 Toll free  
(570) 824-0001 Fax

Servicios Legales de North Penn, Inc.  
33 la Calle Main del Norte,  
Oficina 200  
Pittston, PA 18640  
(570) 299-4100  
(877) 953-4250 Llamada gratuita  
(570) 824-0001 Fax

101 West Broad Street  
Suite 513  
Hazleton, PA 18201  
(570) 455-9512  
(877) 953-4250 Toll free  
(570) 455-3625 Fax

101 la Calle Broad del Oeste  
Oficina 513  
Hazleton, PA 18201  
(570) 455-9512  
(877) 953-4250 Llamada gratuita  
(570) 455-3625 Fax



**THIS IS NOT AN ARBITRATION CASE**

This case has been brought by the  
Commonwealth under the Pennsylvania  
*Unfair Trade Practices and Consumer  
Protection Law, 73 P.S. § 201-1, et seq.*  
**AN ASSESSMENT OF DAMAGES  
HEARING IS REQUIRED**

Merna T. Hoffman  
*Deputy Attorney General*  
Attorney I.D. No. 312897  
Commonwealth of Pennsylvania  
Office of Attorney General  
15th Floor Strawberry Square  
Harrisburg, PA 17102  
Telephone: 717-787-9584  
*Attorney for Plaintiff*

**IN THE COURT OF COMMON PLEAS OF  
LUZERNE COUNTY, PENNSYLVANIA  
CIVIL ACTION - EQUITY**

<b>COMMONWEALTH OF PENNSYLVANIA</b>	:	
<b>by Attorney General JOSH SHAPIRO</b>	:	
	:	_____ Term, 2020
	:	
<b>Plaintiff,</b>	:	No. <span style="border: 1px solid black; padding: 2px;">202007819</span>
	:	
	:	<b>CIVIL ACTION – EQUITY</b>
<b>v.</b>	:	
	:	
<b>THE BARONESS CONSULTING &amp; MEDIATION, LLC</b>	:	
<b>318 South Franklin Street</b>	:	
<b>Suite 102</b>	:	
<b>Wilkes-Barre, PA 18701</b>	:	
	:	
<b>and</b>	:	
	:	
<b>JULIANE VON SCHMELING, individually</b>	:	
<b>and as member of THE BARONESS</b>	:	
<b>CONSULTING &amp; MEDIATION, LLC</b>	:	
<b>38 Westminster Drive</b>	:	
<b>Dallas, PA 18612</b>	:	
<b>Defendants</b>	:	

**COMPLAINT**



**AND NOW**, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro (“Commonwealth”), which brings this action against The Baroness Consulting & Mediation, LLC (“Defendant Company” and/or collectively as one of the Defendants), and Juliane Von Schmeling, individually and as member and owner of The Baroness Consulting & Mediation, LLC (“Defendant Von Schmeling” and/or collectively as one of the Defendants), pursuant to the provisions of the *Pennsylvania Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1 – 201-9.2 (“Consumer Protection Law”), to restrain by permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce, declared unlawful by the Consumer Protection Law.

The Commonwealth believes that the public interest is served by seeking a permanent injunction from this Honorable Court to restrain the methods, acts and practices of the Defendants. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

The Commonwealth also seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all willful violations of said Law, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law, as set forth herein.

In support of this action, the Commonwealth respectfully represents the following:

#### **JURISDICTION**

1. This Court has original jurisdiction over this action pursuant to Section 931 of the



Judicial Code, 42 Pa. C.S.A. § 931(a).

### **VENUE**

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(c)(1).

### **THE PARTIES**

3. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, with offices located at 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Defendant Von Schmeling is an adult individual who currently resides at 38 Westminster Drive, Dallas, Luzerne County, Pennsylvania, 18612.

5. Defendant Company is a Pennsylvania Limited Liability Company registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (“Corporations Bureau”), with a registered address at 318 South Franklin Street, Suite 102, Wilkes-Barre, Luzerne County, Pennsylvania, 18701.

6. Defendants operate at additional locations at 1635 Market Street, Suite 1600, Philadelphia, Pennsylvania, 19103 and 80 Pine Street, 27<sup>th</sup> Floor, New York, New York 10004.

### **BACKGROUND**

7. Defendant Von Schmeling was previously conducting business under the legal entity, The Baroness- Family Law Consulting, LLC, and doing business under the fictitious name “The Baroness- Family Law Consulting,” both of which were registered with the Corporations Bureau.

8. On September 15, 2015, the Commonwealth issued a Warning Letter to Defendant Von Schmeling, stating:

“The practice of law within the Commonwealth of Pennsylvania is governed by 42 Pa. C.S.C § 2524 and by the requirements of the



Pennsylvania Bar codified under Pennsylvania Bar Rules 202-204. **Our review of your business practices, including the websites you have used, social media accounts and the name of your former business, when viewed collectively implies and suggests that you provide legal services to the public. Moreover, our review shows that you do not hold a degree from a law school which is accredited by the American Bar Association, which is a requirement for admittance to the Bar in the Commonwealth of Pennsylvania. Nor are you a licensed Pennsylvania attorney. You are advised to cease and desist the use of any continuing business practices which constitute the unauthorized practice of law.” (Emphasis added).**

A true and correct copy of the September 15, 2015 Warning Letter is attached hereto and incorporated herein as Exhibit A.

9. At all times relevant and material hereto, and after the September 15, 2015 Warning Letter was issued to Defendant Von Schmeling, Defendant Von Schmeling continued to engage in trade and commerce within the Commonwealth of Pennsylvania by, among other things, offering for sale and selling consulting and preparation services in the areas of divorce, custody, maintenance/ support, workplace and employment disputes, contractual disputes, prenuptial and postnuptial agreements and estates.

10. At all times relevant and material hereto, Defendant Company was controlled in whole or in part by Defendant Von Schmeling who with actual and/or constructive knowledge approved, endorsed, directed, ratified, controlled, and/or otherwise participated in the acts and practices of the Defendant Company alleged herein.

11. At all times relevant and material hereto, Defendant Von Schmeling was the sole member and owner of Defendant Company and had complete control over and participated in the day to day operations of Defendant Company including, but not limited to, entering into contracts for consulting services and preparation of legal documents with consumers for legal-related issues including services for divorce, custody, maintenance/ support, workplace and



employment disputes, contractual disputes, prenuptial and postnuptial agreements and estate-related services.

### **FACTUAL ALLEGATIONS**

12. As set forth below, the conduct and practices of Defendants have violated and, upon information and belief, continue to violate the Consumer Protection Law, 73 P.S. §§ 201-1 – 201-9.2, and the *Unauthorized Practice of Law*, 42 Pa. C.S.A. §§ 2524, *et seq.*, as alleged more fully herein.

13. At all times relevant and material hereto, Defendant Von Schmeling's practices and operations were conducted through the Defendant Company.

14. At all times relevant and material hereto, Defendant Von Schmeling approved, endorsed, directed, ratified, controlled and/or otherwise participated in the conduct alleged herein through the Defendant Company.

15. At all times relevant and material hereto, Defendants advertised and offered to provide legal services to the public without being admitted to practice law in the Commonwealth of Pennsylvania.

16. At all times relevant and material hereto, Defendant Von Schmeling is not, and has never been, a member of any bar or authorized to practice law in any jurisdiction, including the Commonwealth of Pennsylvania.

17. At all times relevant and material hereto, Defendant Von Schmeling attended Concord Law School, which is a distance learning law school, not accredited by the American Bar Association, thereby making her ineligible to practice law in the Commonwealth of Pennsylvania.

18. At all times relevant and material hereto, Defendants neither employed nor were



they associated with any Pennsylvania licensed attorneys.

19. At all times relevant and material hereto, Defendant Von Schmeling, through the Defendant Company, advertised, offered and provided legal services to consumers without a license to practice law and without the direction and advice of a licensed attorney.

20. At all times relevant and material hereto, Defendants offered and provided unlearned, inadequate and inexpert legal services which impacted, among other things, consumers' parental, property, inheritance, contractual and employment legal rights and obligations.

21. At all times relevant and material hereto, Defendants met with Commonwealth consumers, provided consumers with legal advice, and charged consumers an hourly fee for services, without a license to practice law in the Commonwealth of Pennsylvania or without the direction or advice of counsel.

22. Defendants represent on their website, [www.thebaroness.biz](http://www.thebaroness.biz) ("Website"), that they provide consulting and mediation services including, but not limited to, "full-service divorce and custody and child advocacy issues of all types, workplace mediation, employment issues, neighbor and contract disputes, pre-nuptial and post nuptial agreements, co-parenting solutions and inheritance issues." A true and correct copy of landing pages from Defendants' June 17, 2019 Website is attached hereto and incorporated herein as Exhibit B.

23. The Defendants advertise on their Website that, "When two or more parties need to come to a resolution, whether it's divorce and custody, or whether it's employee or neighbor disputes, contract disputes or other business matters, or even settlement determinations of financial awards resulting from litigation, professional mediation is ideally suited to arrive at a binding, legal solution." "Best of all, the agreements ... **are in the end legally binding and**



**enforceable, just like traditional court orders.” (Emphasis added).** (*See* Exhibit B).

24. For divorce and child custody related legal matters, the Defendants advertise on their Website the following services:

- a. Divorce- No Drama- “Baroness Juliane von Schmeling brings her education and experience and especially her MBA to full use employing her understanding of finances and spreadsheets, coming to swift, fair solutions for settlement agreements, support and other financial matters.”
- b. Custody & Parenting Schedules – “Because we have time for and expertise in the usual issues in custody and visitation cases, our custody agreements and our parenting schedules are generally more user friendly and detailed than those that can be obtained in court.”

(*See* Exhibit B).

25. In addition to divorce and child custody related legal matters, the Defendants advertise on the Website that they provide additional services including, but not limited to, the following:

Child and spousal support, protection from abuse, prenuptial and postnuptial agreements, settlement and separation agreements, domestic partnership agreements, will preparation, estates and succession, etc. (*See* Exhibit B).

22. The Website advertises that, “Best of all, the agreements [Defendant Von Schmeling] has worked out are in the end legally binding and enforceable, just like traditional court orders.” (*See* Exhibit B).

23. Nowhere does the Website describe the difference between a court order, which



would be enforceable by contempt, and a private agreement entered into by parties, which would be enforced by a breach of contract action.

24. When referring to “Divorce & Custody” the Website states: “Nowadays, with the internet, the legal part in most divorces has been reduced to the printing and filing of standard forms, available at local office supply stores or downloaded from a website. These fill-in-the-blank forms are also available from many courthouses and from our firm free of charge.” (*See Exhibit B*).

25. The Website, in pertinent part, also states:

Although it is true that for the most part mediation is a voluntary venue (unless court-ordered by a few courts), the end result, i.e. the Agreement, even if partial, can and will become legally binding. Besides that, it is **totally risk free**. If the parties really can’t come to some kind of win-win resolution, they still can always go back to (costly, lengthy) litigation and none of the issues discussed in mediation can be transferred into court.” (**Emphasis added**).

(*See Exhibit B*).

26. Elsewhere, the Website proclaims: “If mediation fails the parties may return to court for a ‘de novo’ hearing. Whatever was discussed and admitted in mediation does not become part of any further litigation. So the risk to try mediation is really non-existent but the potential rewards are significant!” (*See Exhibit B*).

27. Nowhere does the Website advise about the potential applicability of a statute of limitations.

28. On or about April 23, 2020, in an effort to capitalize on consumers’ fears during the COVID-19 pandemic, Defendants sponsored a Facebook advertisement (“Facebook Ad”) advertising legal services in the realm of estate planning and wills. A true and correct copy of the April 23, 2020 social media advertisement is attached hereto and incorporated herein as Exhibit



C.

29. The Facebook Ad, which plays on consumers' fears, provides in part:
- “Has the COVID-19 pandemic made you realize the need for up-to-date succession plans and wills? You should always have a plan in place to ensure your desires and wishes are carried out, and Baroness Juliane von Schmeling is here to help put your mind at ease. She can easily work with you virtually via Zoom, FaceTime, Skype or the telephone.”

(See Exhibit C.)

30. On or about May 1, 2020, Commonwealth consumers received email solicitations (“Email”) from Baroness Consulting & Mediation, LLC from the email address Thebaroness1@comcast.net with the subject line stating, “Courthouses closed. NO problem. A true and partially redacted copy of the Email solicitation is attached hereto and incorporated herein as Exhibit D.

31. The Email heading states, “Don’t push “pause” on your happiness and well-being just because the courthouses are closed.” (See Exhibit D).

32. The Email, which is a solicitation offering consumers divorce services, states the following:

“Since 2006, Baroness Juliane von Schmeling has been handling divorces from start to finish, including custody agreements, and resolving employee conflicts and business disputes. Her work as a neutral third-party prevents expensive lawsuits, is fast, confidential, legally enforceable and most of all, eliminates the usual drama.

Even though many courthouses and magistrate offices are currently closed or delayed indefinitely, the Baroness can still mediate and legally resolve your case remotely - locally or globally. Don't let COVID-19 negatively affect your happiness and well-being any longer.

Visit us online, call 570.814.3563 or email the Baroness to learn more or



to set up a complimentary virtual consultation.”

(*See Exhibit D*).

33. At all times relevant and material hereto, Defendants advertised, and continue to advertise, legal services to the public without being admitted to practice law in the Commonwealth of Pennsylvania.

34. At all times relevant and material hereto, Defendants provided legal advice and drafted legal documents without being admitted to practice law in the Commonwealth of Pennsylvania.

35. At all times relevant and material hereto, Defendants billed for and collected from consumers fees for legal services rendered as described herein.

36. At all times relevant and material hereto, Defendants misrepresented to the public through their Website, and other sources of advertisements, that they are qualified to provide legal services and did so without a license to practice law in the Commonwealth of Pennsylvania or without the direction or advice of counsel. (*See Exhibits B, C and D*).

37. Defendants’ unauthorized practice of law gravely impacts consumers’ legal rights involving the assertion, waiver and/or timeliness of legal claims and the implication of the statute of limitations and therefore jeopardizes consumers’ legal rights and their ability to seek a remedial measure in the event of malpractice or misguided legal advice.

38. At all times relevant and material hereto, Defendants offered to draft and drafted legal documents for Commonwealth consumers without a license to practice law in the Commonwealth of Pennsylvania or without the direction or advice of counsel.

39. At all times relevant and material hereto, the unlawful methods, acts and practices described herein have been willfully used by the Defendants.



40. The Commonwealth received consumer complaints against the Defendants. The following is a sample of the complaints consumers filed with the Commonwealth against the Defendants:

- a. On or around March 26, 2016 Consumer A, of Wyoming County, Pennsylvania, entered into an agreement with Defendants and paid the Defendants \$1,600.00 for services related to legal consultation and the drafting of legal documents which pertained to divorce documents, child custody, child support, and property settlement agreement for the distribution of the marital estate. Consumer A was informed by Defendants that the legal documents were enforceable. Consumer A alleged that she expressed concern to Defendants about being harassed and physically assaulted by her estranged husband, and that she was discouraged from filing a protection from abuse petition because it would make things more difficult on the children and slow things down in the divorce and mediation process. Consumer A alleged that, the property settlement agreement drafted by Defendants was vague and caused conflict with her estranged husband because it did not address important details such as: vehicle ownership, business ownership, insurance, and children's financial accounts. Also, the child custody agreement drafted by Defendants was vague and caused additional conflict because it did not address important details such as: daily scheduling, babysitting, vacations, health insurance selection, and the children's extracurricular activities. Consumer A alleged that when her estranged husband failed to pay child support set forth in the child support agreement, she went to the local county court of common pleas- Domestic Relations Section ("Domestic Relations") to inquire about enforcement of the child support agreement and was informed by a Domestic Relations personnel that the child support agreement was not enforceable and to consult an attorney. After discovering that all three (3) of the agreements were poorly written and none of which were enforceable, Consumer A sought legal representation and hired an attorney. Consumer A incurred, and continues to incur, attorney's fees to properly and legally adjudicate the distribution of the marital estate, child custody, and child support related legal matters. Consumer A filed a consumer complaint with the Commonwealth seeking a refund of the money the consumer paid the Defendants. Defendants failed to refund the consumer her money.
- b. On or about February 2017, Consumer B, a senior citizen and formerly from Luzerne County, Pennsylvania entered into an agreement with Defendants for legal services. Consumer B paid the Defendants \$4,000.00 for legal consultations and the preparation of legal



documents relating to her and her estranged husband's divorce including, but not limited to, divorce documents, and a property settlement agreement for the distribution of the marital estate. Consumer B alleged that Defendants drafted a property settlement agreement, which was signed by Consumer B and her estranged husband on or about March and April 2017. A true and partially redacted copy of the property settlement agreement is attached hereto and incorporated herein as Exhibit E. The property settlement agreement provided that the parties verify that, "Each party to this Agreement acknowledges and declares that he or she, respectively:

1. is fully and completely informed as to the facts relating to the subject matter of this Agreement and as to the rights and liabilities of both parties;
2. enters into this Agreement voluntarily;
3. has given careful, considerate and mature thought to the making of this Agreement;
4. has carefully read each provision of this Agreement; and
5. **fully and completely understands each provision of this Agreement, both in regards to subject matter itself and to the legal effect it may have in the future."** (Emphasis added). (See Exhibit E).

Consumer B filed a consumer complaint with the Commonwealth seeking a refund of the money the consumer paid the Defendants. Defendants failed to refund the consumer her money.

41. The Commonwealth believes and therefore avers that there may be additional consumers who have not submitted complaints to the Commonwealth and who have also been harmed due to the methods, acts, and practices of Defendants, which include, but are not limited to, those as alleged herein.

42. The Commonwealth believes that the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and practices of Defendants, as complained of herein and as hereinafter set forth. Further, the Commonwealth requests injunctive relief, restitution, civil penalties, costs, and other appropriate equitable relief as redress for violations of the Consumer Protection Law and as fully set forth below.

## COUNT I



**VIOLATIONS OF THE CONSUMER PROTECT LAW AND  
UNAUTHORIZED PRACTICE OF LAW**

**ADVERTISING FOR LEGAL SERVICES WITHOUT A LICENSE TO  
PRACTICE LAW IN THE COMMONWEALTH**

43. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

44. At all times relevant and material hereto, Defendants advertised on their Website that they provide consulting and mediation services including, but not limited to, “full-service divorce and custody and child advocacy issues of all types, workplace mediation, employment issues, neighbor and contract disputes, prenuptial and postnuptial agreements, co-parenting solutions and inheritance issues.” (*See Exhibit B*).

45. At all times relevant and material hereto, Defendants advertised to provide legal services including estate planning and wills, during the COVID-19 pandemic. (*See Exhibit C*).

46. At all times relevant and material hereto, Defendants issued email solicitations to Commonwealth consumers during the COVID-19 pandemic which state that, “Since 2006, Baroness Juliane Von Schmeling has been handling divorces from start to finish, including custody agreements” which are “legally enforceable” and offering to consumers to “legally resolve your case remotely.” (*See Exhibit D*).

47. At all times relevant and material hereto, Defendants advertised on their Website that their legal documents were “legally binding and enforceable, just like traditional court orders” when in fact on at least one occasion, a consumer was unable to enforce any of the agreements Defendant Von Schmeling drafted for the consumer. (*See Exhibit B*).

48. At all times relevant and material hereto, Defendants misrepresented through their advertisements, and gave the impression to the public, that they provide legal services.



49. At all times relevant and material hereto, Defendants offered services which require legal knowledge, training, skill and ability beyond those of which Defendants possessed.

50. At all times relevant and material hereto, Defendants conveyed the impression that Defendants are practitioners of the law without being an attorney at law or a corporation complying with 15 Pa.C.S. Ch. 29.

51. The *Unauthorized Practice of Law*, 42 Pa.C.S. § 2524, *et seq.* (“UPL”), includes any person who holds themselves out to the public as being entitled to practice law, or use or advertise the title of lawyer, attorney at law, attorney and counselor at law, counselor, or the equivalent in any language, in such a manner as to convey the impression that they are practitioner of the law of any jurisdiction, without being an attorney at law or a corporation complying with 15 Pa.C.S. Ch. 29. 42 Pa.C.S. § 2524(a).

52. Pursuant to Section (c) of the UPL, the unauthorized practice of law may be enjoined in any county Court of Common Pleas having personal jurisdiction over the defendant. 42 Pa.C.S. § 2524(c).

53. Pursuant to Section (c) of the UPL, the party obtaining such an injunction may be awarded costs and expenses incurred, including reasonable attorney fees, against the enjoined party. 42 Pa.C.S. § 2524(c).

54. Defendants’ advertisements to provide legal services conveyed the impression that Defendants are practitioners of the law, without being an attorney at law or a corporation complying with 15 Pa.C.S. Ch. 29 and without the advice or direct supervision of an attorney, in violation of Section (a) of the UPL. 42 Pa.C.S. § 2524(a).

55. Section (c) of the UPL, states that the unauthorized practice of law is deemed a violation of the Consumer Protection Law. 42 Pa.C.S. § 2524(c).



56. Defendants' conduct constitutes "unfair methods" and "unfair or deceptive acts or practices" in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law as defined by Section 201-2(4) of said Law including, but not limited to, the following:

- a. Section 201-2(4)(ii), which prohibits causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, certification of goods or services;
- b. Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship or approval characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- c. Section 201-2(4)(vii), which prohibits representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model if they are of another,; and
- d. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding;

73 P.S. §§ 201-3 and 201-2(4)(ii), (v), (vii) and (xxi).

90. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

91. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

**WHEREFORE**, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:



- A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Laws and UPL;
- B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto including, but not limited to, the following:
1. Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 73 P.S. § 201-4(ii);
  2. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-4(v);
  3. Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model if they are of another in violation of Section 201-2(4)(vii) of the Consumer Protection Law, 73 P.S. § 201-4(vii); and
  4. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).
- C. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the UPL and any amendments thereto including, but not limited to, the following:
1. Holding themselves out to the public as being entitled to practice law, or use or advertise the title of lawyer, attorney at law, attorney and counselor at law, counselor, or the equivalent in any language, in such a manner as to convey the impression that they are practitioner of the law of any jurisdiction, without being an attorney at law or a corporation complying with 15 Pa.C.S. Ch. 29 in violation of Section 2524(a) of the UPL, 42 Pa.C.S. § 2524(a).



- D. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law;
- E. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law involving consumers age sixty (60) or older;
- F. Permanently enjoining Defendants, in any capacity, from advertising for legal services, providing legal advice, meeting and consulting with consumers about legal-related matters, drafting any legal documentation including, but not limited to, services involving divorce, custody and support/ maintenance, child advocacy, workplace and employment issues and disputes, contract disputes, prenuptial and postnuptial agreements, and wills, trusts, estates, or any other legal matters and services;
- G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter;
- H. Directing the Defendants to disgorge and forfeit all monies and/or profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint; and
- I. Granting such other general, equitable and/or further relief as the Court deems just and proper.



**COUNT II**  
**VIOLATIONS OF THE CONSUMER PROTECT LAW AND**  
**UNAUTHORIZED PRACTICE OF LAW**

**MEETING/ CONSULTING WITH CONSUMERS RELATED TO LEGAL SERVICES**  
**WITHOUT A LICENSE TO PRACTICE LAW IN THE COMMONWEALTH**

92. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

93. At all times relevant and material hereto, Defendants provided legal advice and counseling to consumers for legal matters involving, but not limited to, divorce, child custody, support/ maintenance, and property distribution of the marital estate.

94. Consultation and legal advice related to divorce, child custody, support/ maintenance, and property distribution of the marital estate require specialized knowledge and applicability of the *Domestic Relations Code*, 23 Pa.C.S. §§101, *et. seq.* (“Domestic Relations Code”).

95. At all times relevant and material hereto, Defendants met with consumers and charged consumers a fee for providing legal advice and services.

96. At all times relevant and material hereto, Defendants issued email solicitations to Commonwealth consumers during the COVID-19 pandemic offering “complimentary virtual consultations” and to “legally resolve your case remotely.” (*See Exhibit D*).

97. In at least one instance, Defendants advised a consumer that the agreements were legally enforceable, when in fact they were not.

98. In at least one instance, Defendants advised a consumer against filing a protection from abuse petition after the consumer informed Defendants that she was a victim of domestic abuse.

99. In at least one instance, Defendants advised a consumer against filing the



protection from abuse petition, because it would make things more difficult on the children and slow things down in the divorce and mediation process.

100. At all times relevant and material hereto, Defendants instructed and advised consumers regarding legal issues, and consumers relied on Defendants' advice in making decisions related to the consumers' legal rights including, but not limited to, matters involving the consumer's financial, custodial, and property rights.

101. At all times relevant and material hereto, Defendants illegally provided legal advice to Commonwealth consumers without the specialized knowledge, law degree, or law license.

102. At all times relevant and material hereto, Defendants conveyed to Commonwealth consumers that they are practitioners of the law, by providing advice related to consumer's legal rights, without being an attorney at law or a corporation complying with 15 Pa.C.S. Ch. 29. 42 Pa.C.S. § 2524(a) and without the advice or direct supervision of an attorney, in violation of Section (a) of the UPL. 42 Pa.C.S. § 2524(a).

103. At all times relevant and material hereto, Defendants advised consumers on matters which require legal knowledge, training, skill and ability beyond those of which Defendants possessed.

104. The UPL includes any person who holds themselves out to the public as being entitled to practice law, or use or advertise the title of lawyer, attorney at law, attorney and counselor at law, counselor, or the equivalent in any language, in such a manner as to convey the impression that they are practitioner of the law of any jurisdiction, without being an attorney at law or a corporation complying with 15 Pa.C.S. Ch. 29. 42 Pa.C.S. § 2524(a).

105. Pursuant to Section (c) of the UPL, the unauthorized practice of law may be



enjoined in any county Court of Common Pleas having personal jurisdiction over the defendant.  
42 Pa.C.S. § 2524(c).

106. Pursuant to Section (c) of the UPL, the party obtaining such an injunction may be awarded costs and expenses incurred, including reasonable attorney fees, against the enjoined party. 42 Pa.C.S. § 2524(c).

107. By offering legal advice to consumers and charging consumers a fee for legal advice, Defendants conveyed the impression that Defendants are practitioner of the law without being an attorney at law or a corporation complying with 15 Pa.C.S. Ch. 29 without the advice or direct supervision of an attorney, in violation of Section (a) of the UPL. 42 Pa.C.S. § 2524(a).

108. Section (c) of the UPL states that the unauthorized practice of law is deemed a violation of the Consumer Protection Law. 42 Pa.C.S. § 2524(c).

109. Defendants' conduct constitutes "unfair methods" and "unfair or deceptive acts or practices" in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law as defined by Section § 201-2(4) of said Law including, but not limited to, the following:

- a. Section 201-2(4)(ii), which prohibits causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, certification of goods or services;
- b. Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship or approval characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- c. Section 201-2(4)(vii), which prohibits representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model if they are of another; and
- d. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.



73 P.S. §§ 201-3 and 201-2(4)(ii), (v), (vii) and (xxi).

109. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

110. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

**WHEREFORE**, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Laws and UPL;
- B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto including, but not limited to, the following:
  - 1. Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 73 P.S. § 201-4(ii);
  - 2. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-4(v);
  - 3. Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model if they are of another in violation of Section 201-2(4)(vii) of the Consumer Protection Law, 73 P.S. § 201-4(vii); and



4. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

C. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the UPL and any amendments thereto including, but not limited to, the following:

1. Holding themselves out to the public as being entitled to practice law, or use or advertise the title of lawyer, attorney at law, attorney and counselor at law, counselor, or the equivalent in any language, in such a manner as to convey the impression that they are practitioner of the law of any jurisdiction, without being an attorney at law or a corporation complying with 15 Pa.C.S. Ch. 29 in violation of Section 2524(a) of the UPL, 42 Pa.C.S. § 2524(a).

D. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law;

E. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law involving consumers age sixty (60) or older;

F. Permanently enjoining Defendants, in any capacity, from advertising for legal services, providing legal advice, meeting and consulting with consumers about legal-related matters, drafting any legal documentation including, but not limited to, services involving divorce, custody and support/ maintenance, child advocacy, workplace and employment issues and disputes, contract disputes, prenuptial and



postnuptial agreements, and wills, trusts, estates, or any other legal matters and services;

G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter;

H. Directing the Defendants to disgorge and forfeit all monies and/or profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint; and

I. Granting such other general, equitable and/or further relief as the Court deems just and proper.

**COUNT III**  
**VIOLATIONS OF THE CONSUMER PROTECT LAW AND**  
**UNAUTHORIZED PRACTICE OF LAW**

**PREPARATION OF LEGAL DOCUMENTS WITHOUT A LICENSE TO PRACTICE**  
**LAW IN THE COMMONWEALTH**

111. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

112. At all times relevant and material hereto, Defendants contracted with consumers and were paid to prepare legal documents including, but not limited to, divorce, child custody, support/ maintenance, and property settlement agreements.

113. In at least one incident, a consumer paid the Defendants \$1,600.00 for services related to legal consultation and the drafting of legal documents relating to divorce, child custody, child support, and property settlement agreement for the distribution of the marital estate.

114. In at least one incident, Defendants collected a fee and drafted a property settlement agreement for a consumer which was vague and did not address important details



related to the consumer's property rights in the distribution of the marital estate.

115. In at least one incident, Defendants collected a fee and drafted a child custody agreement for a consumer which was vague and did not address important details related to the physical and legal custody of the child(ren).

116. In at least one incident, Defendants drafted a child support stipulation for a consumer which was unenforceable by Domestic Relations.

117. In at least one incident, a consumer incurred court costs and attorney's fees to correct the three (3) agreements Defendants drafted because the agreements were poorly written and unenforceable.

118. In at least one incident, the property settlement agreement drafted by Defendants provided that the parties verify that, "Each party to this Agreement acknowledges and declares that he or she, respectively: fully and completely understands each provision of this Agreement, both in regards to subject matter itself and to the legal effect it may have in the future." (See Exhibit E).

119. At all times relevant and material hereto, Defendants did not encourage or suggest that any of the consumers seek legal advice from a licensed attorney to review and explain to the consumers' their legal rights.

120. On at least one occasion, Defendants discouraged a consumer from seeking advice or representation from an attorney in matters related to the consumer's legal rights.

121. Consultation and legal advice related to divorce, child custody, support/maintenance, and property distribution of the marital estate require specialized knowledge and applicability of the Domestic Relations Code.

122. In at least one incident, Defendants advised a consumer that the agreements



drafted by Defendants were enforceable, when in fact they were not.

123. At all times relevant and material hereto, Defendants failed to instruct and advise consumers to seek representation from an attorney to review the legal documents.

124. The regular preparation of legal documents for a fee by an individual not a member of any bar or authorized to practice law in any jurisdiction, constitutes the unauthorized practice of law.

125. At all times relevant and material hereto, Defendants drafted legal documents for consumers, for a fee, which require legal knowledge, training, skill and ability beyond those of which Defendants possessed.

126. Pursuant to Section (c) of the UPL, the unauthorized practice of law may be enjoined in any county court of common pleas having personal jurisdiction over the defendant. 42 Pa.C.S. § 2524(c).

127. Pursuant to Section (c) of the UPL, the party obtaining such an injunction may be awarded costs and expenses incurred, including reasonable attorney fees, against the enjoined party. 42 Pa.C.S. § 2524(c).

128. By drafting custody agreements, property settlement agreements, and support/maintenance agreements, and charging consumers a fee for such agreements, Defendants conveyed the impression that Defendants are practitioner of the law, without being an attorney at law or a corporation complying with 15 Pa.C.S. Ch. 29 and without the advice or direct supervision of an attorney, in violation of Section (a) of the UPL. 42 Pa.C.S. § 2524(a).

129. Section (c) of the UPL states that the unauthorized practice of law is deemed a violation of the Consumer Protection Law. 42 Pa.C.S. § 2524(c).



130. Defendants' conduct constitutes "unfair methods" and "unfair or deceptive acts or practices" in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law as defined by Section 201-2(4) of said Law including, but not limited to, the following:

- a. Section 201-2(4)(ii), which prohibits causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, certification of goods or services;
- b. Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship or approval characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- c. Section 201-2(4)(vii), which prohibits representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model if they are of another; and
- d. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3 and 201-2(4)(ii), (v), (vii) and (xxi).

138. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

139. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

**WHEREFORE**, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:



- A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Laws and UPL;
- B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto including, but not limited to, the following:
1. Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii) of the Consumer Protection Law, 73 P.S. § 201-4(ii);
  2. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have in violation of Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-4(v);
  3. Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model if they are of another in violation of Section 201-2(4)(vii) of the Consumer Protection Law, 73 P.S. § 201-4(vii); and
  4. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).
- C. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the UPL and any amendments thereto including, but not limited to, the following:
1. Holding themselves out to the public as being entitled to practice law, or use or advertise the title of lawyer, attorney at law, attorney and counselor at law, counselor, or the equivalent in any language, in such a manner as to convey the impression that they are practitioner of the law of any jurisdiction, without being an attorney at law or a corporation complying with 15 Pa.C.S. Ch. 29 in violation of Section 2524(a) of the UPL, 42 Pa.C.S. § 2524(a).



- D. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law;
- E. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the Consumer Protection Law involving consumers age sixty (60) or older;
- F. Permanently enjoining Defendants, in any capacity, from advertising for legal services, providing legal advice, meeting and consulting with consumers about legal-related matters, drafting any legal documentation including, but not limited to, services involving divorce, custody and support/ maintenance, child advocacy, workplace and employment issues and disputes, contract disputes, Prenuptial and Postnuptial agreements, and wills, trusts, estates, or any other legal matters and services;
- G. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter;
- H. Directing the Defendants to disgorge and forfeit all monies and/or profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint; and
- I. Granting such other general, equitable and/or further relief as the Court deems just and proper.



Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
ATTORNEY GENERAL

Date: August 28, 2020

By: /s/ Merna Hoffman  
MERNA T. HOFFMAN  
Deputy Attorney General  
Attorney ID No. 312897  
15th Floor, Strawberry Square  
Harrisburg, PA 17120  
Telephone: (717) 787-4679  
Fax: (717) 705-3795  
[mhoffman@attorneygeneral.gov](mailto:mhoffman@attorneygeneral.gov)



### **VERIFICATION**

I, Terrance Greene, hereby state that I am a Consumer Protection Agent with the Pennsylvania Office of Attorney General and am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge or information and belief.

I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: August 28, 2020

/s/ Terrance Greene  
Terrance Greene  
Consumer Protection Agent



COMMONWEALTH OF PENNSYLVANIA  
by Attorney General JOSH SHAPIRO  
  
Plaintiff,  
  
v.  
  
THE BARONESS CONSULTING &  
MEDIATION, LLC  
318 South Franklin Street  
Suite 102  
Wilkes-Barre, PA 18701  
  
and  
  
JULIANE VON SCHMELING, individually  
and as member of THE BARONESS  
CONSULTING & MEDIATION, LLC  
38 Westminster Drive  
Dallas, PA 18612  
  
Defendants

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

33



# Exhibit A





COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

KATHLEEN G. KANE  
ATTORNEY GENERAL

September 15, 2015

Bureau of Consumer Protection  
Scranton Regional Office  
417 Lackawanna Avenue, Suite 202  
Scranton, Pennsylvania 18503  
(570) 963-4913

**BY USPS FIRST CLASS MAIL**

Baroness Juliane von Schmeling  
PO Box 1041  
Kingston, PA 18704

Baroness Juliane von Schmeling  
318 S. Franklin Street, Suite 102  
Wilkes-Barre, PA 18702

RE: \*\*\*\*\* WARNING LETTER \*\*\*\*\*  
Issued by the Commonwealth of Pennsylvania, Office of Attorney  
General, Bureau of Consumer Protection, to Julianne von  
Schmeling/The Baroness Family Law Consulting/ The Baroness -  
Consulting & Mediation, LLC

Dear Ms. von Schmeling:

The Office of Attorney General, Bureau of Consumer Protection (hereinafter "Bureau"), has completed its review of your business practices as the Baroness Family Law Consulting, the Baroness Family Law Consulting, LLC and The Baroness - Consulting & Mediation, LLC, related to the unauthorized practice of law.

The practice of law within the Commonwealth of Pennsylvania is governed by 42 Pa. C.S.A. §2524 and by the requirements of the Pennsylvania Bar codified under Pennsylvania Bar Rules 202-204. Our review of your business practices, including the websites you have used, social media accounts and the name of your former business, when viewed collectively implies and suggests that you provide legal services to the public.



Juliane von Schmeling  
Re: The Baroness – Family Law Consulting/File No. 2010-0003E  
August 21, 2015  
Page 2


Moreover, our review shows that you do not hold a degree from a law school which is accredited by the American Bar Association, which is a requirement for admittance to the Bar in the Commonwealth of Pennsylvania. Nor are you a licensed Pennsylvania attorney.

Any violations of the above referenced statutes also constitutes deceptive practices under The Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 – 201-9.3 (hereinafter “Consumer Protection Law”). You are advised to cease and desist the use of any continuing business practices which constitute the unauthorized practice of law.

Copies of these two statutes referenced above are enclosed herewith. Please review these carefully.

Any failure by you to comply with the Consumer Protection Law, or other applicable laws or regulations in the future may subject you to a legal action. We trust this warning will suffice to ensure your compliance with applicable law.

Very truly yours,



THOMAS P. CUMMINGS, III  
DEPUTY ATTORNEY GENERAL

Enclosures 2



# Exhibit B



**570-814-3563**  
318 S. Franklin St., Suite 102  
Wilkes-Barre, PA 18702

105 W 86th Street, Suite 217  
New York, NY 10024

200 South Broad St., Suite 910  
Philadelphia, PA 19102

# THE BARONESS - CONSULTING & MEDIATION, LLC ([HTTP://THEBARONESS.BIZ/](http://THEBARONESS.BIZ/))

Free Consultations.  
Evening and weekend hours available.  
[TheBaroness1@Comcast.net](mailto:TheBaroness1@Comcast.net)



(<http://thebaroness.biz/services/>)

## SERVICES ([HTTP://THEBARONESS.BIZ/SERVICES/](http://THEBARONESS.BIZ/SERVICES/))

We offer a variety of services for private and commercial concerns. They include full-service divorces and custody and child advocacy issues of all types, workplace mediation and employment issues, neighbor and contract dispute resolution, pre-nups and post-nups (including LGBT), co-parenting solutions (for children and pets), civil and commercial settlement conferences, succession and inheritance issues. We work borderless, colorblind, and most importantly swift. Difficult and foreign cases are welcome.



(<http://thebaroness.biz/conflict-resolution/>)

## CONFLICT RESOLUTION ([HTTP://THEBARONESS.BIZ/CONFLICT-RESOLUTION/](http://THEBARONESS.BIZ/CONFLICT-RESOLUTION/))

Unfortunately there is a common misconception that only litigated cases can become legally binding. Nothing is further from the truth. In fact, mediated agreements or contracts to any type of conflicts are proven to be longer lasting and better enforceable. Although it is true that for the most part mediation is a voluntary venue (unless court-ordered by a few courts), the end result, i.e. The Agreement, even if partial, can and will become legally binding. Besides that, it is totally risk free. If the parties really can't come to some kind of win-win resolution, they can still always go back to (costly, lengthy) litigation and none of the issues discussed in mediation can be transferred into court.



(<http://thebaroness.biz/contact/>)

## CONTACT ([HTTP://THEBARONESS.BIZ/CONTACT/](http://THEBARONESS.BIZ/CONTACT/))

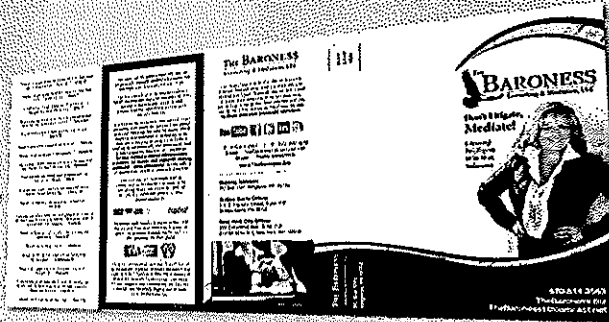
As mediators we work borderless, which means that we can handle divorces, custody matters, contract disputes, etc. across the entire US and international borders. We have 2 offices in the Northeast of the US, but with modern technology we are able to work effectively and efficiently across the globe.

We utilize email, Skype, FaceTime, Oovoo, Viber, Facebook, Google, texting, the old-fashioned telephone, and when possible, travel to certain necessary locations. . . anywhere.



## MEDIATION

**Call (570) 814-3563  
for a FREE consultation  
and a copy of our  
new brochure.**



Our firm was founded in 2006, and since then has helped create many intelligent win-win solutions! It doesn't matter, whether you are wealthy or not, young or old, children or no children, in agreement or not, we can help you to a brighter, happier future!

When two or more parties need to come to a resolution, whether it's divorce and custody, or whether it's employee or neighbor disputes, contract disputes or other business matters, or even settlement determinations of financial awards resulting from litigation, professional mediation is ideally suited to arrive at a binding, legal solution.

Mediation is generally a voluntary process. The parties may not be happy to be involved in a dispute, but they can be guaranteed that all their concerns will be heard and considered, unlike the normal, strict, constrained court procedure.

Although the states of Pennsylvania, New York, and New Jersey don't require any specific schooling or certification for the new profession of mediator, the Baroness voluntarily adheres to all national ethical standards outlined by various mediator associations, such as continuing education credits, conflict of interest prevention, transparency, confidentiality and insurance requirements. She is also a registered member of the PA Council of Mediators and several other professional associations.

### Read More by Baroness Juliane

- No way out — or is there? (<http://thebaroness.biz/articles/no-way-out-or-is-there/>)
- Mediation – a Novel Approach to Divorce, Custody & Support (<http://thebaroness.biz/articles/mediation-divorce-custody-support/>)
- Child Support and Modification (<http://thebaroness.biz/articles/child-support-and-modification/>)

### THE BARONESS ([HTTP://THEBARONESS.BIZ/AUTHOR/JULIE/](http://thebaroness.biz/author/julie/))

Baroness Juliane von Schmeling, BS, MBA, EJD Baroness von Schmeling personally experienced that the adversarial legal system doesn't always work so well in resolving custody and support disputes, as well as many other conflicts. As a result she looked for other solutions, and found mediation to be an excellent, user-friendly alternative form for conflict resolution. Things happen, and matters need to be resolved, but it doesn't have to mean that disputes and divorces get drawn out for years and cost thousands upon thousands of dollars to resolve. She has decades of experience in resolving issues in the business environment and since 2006 has mediated many divorces and custody and support cases as well as other Alternative Conflict Resolution (ACR). She knows from experience that mediation works much faster and in practically all cases and is so much less expensive than the traditional forms of suing each other in a court of law. Best of all, the agreements she has worked out are in the end legally binding and enforceable, just like traditional court orders. But all parties had more of a chance for real input during the process, so naturally these agreements are usually longer lasting and not appealed. Baroness J. von Schmeling strives to create intelligent win-win solutions for all parties and has received many referrals in recent years from satisfied clients and industry professionals alike. She is a trained Mediator with Certificate, and has many other important, pertinent credentials such as an MBA in finance, studies in psychology, mental health, consumer research, and more. She also regularly attends continuing education seminars. Unlike many family law attorneys she has devoted her entire career to becoming a professional, goal-oriented mediator. Credentials Abitur - Wolfgang-Ernst-Gymnasium '85 BS - Kings College (International Business, Psychology) '89 MBA - Wilkes University (Marketing, Finance) '06 EJD - Concord Law School Mediator Certificate - IMA, AZ Various accreditations in Business, Mental Health, Psychology, Science, Social Media and Finance





(<https://www.facebook.com/pages/The-Baroness-Consulting-Mediation-LLC/254370427917989>)



(<https://www.youtube.com/channel/UCSMFmnUc4QFPMDvF>)

H3ZaEg)



(<https://www.linkedin.com/profile/view?id=33715502>)



(<https://plus.google.com/u/0/+TheBaronessConsultingMediationLLCWilkesBarre/>)

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## QUICK LINKS

Conflict Resolution  
(<http://thebaroness.biz/conflict-resolution/>)

Contact  
(<http://thebaroness.biz/contact/>)

Divorce & Custody  
(<http://thebaroness.biz/divorce-custody/>)

Mediation  
(<http://thebaroness.biz/>)

Payment  
(<http://thebaroness.biz/payment/>)

Services  
(<http://thebaroness.biz/services/>)

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(<http://thebaroness.biz/services/>)

## SERVICES ([HTTP://THEBARONESS.BIZ/SERVICES/](http://THEBARONESS.BIZ/SERVICES/))

We offer a variety of services for private and commercial concerns. They include full-service divorces and custody and child advocacy issues of all types, workplace mediation and employment issues, neighbor and contract dispute resolution, pre-nups and post-nups (including LGBT), co-parenting solutions (for children and pets), civil and commercial settlement conferences, succession and inheritance issues. We work borderless, colorblind, and most importantly swift. Difficult and foreign cases are welcome.



(<http://thebaroness.biz/conflict-resolution/>)

## CONFLICT RESOLUTION ([HTTP://THEBARONESS.BIZ/CONFLICT-RESOLUTION/](http://THEBARONESS.BIZ/CONFLICT-RESOLUTION/))

Unfortunately there is a common misconception that only litigated cases can become legally binding. Nothing is further from the truth. In fact, mediated agreements or contracts to any type of conflicts are proven to be longer lasting and better enforceable. Although it is true that for the most part mediation is a voluntary venue (unless court-ordered by a few courts), the end result, i.e. The Agreement, even if partial, can and will become legally binding. Besides that, it is totally risk free. If the parties really can't come to some kind of win-win resolution, they can still always go back to (costly, lengthy) litigation and none of the issues discussed in mediation can be transferred into court.



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## CONTACT ([HTTP://THEBARONESS.BIZ/CONTACT/](http://THEBARONESS.BIZ/CONTACT/))

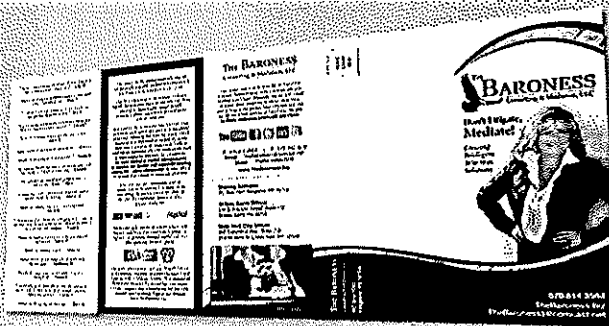
As mediators we work borderless, which means that we can handle divorces, custody matters, contract disputes, etc. across the entire US and international borders. We have 2 offices in the Northeast of the US, but with modern technology we are able to work effectively and efficiently across the globe.

We utilize email, Skype, FaceTime, Oovoo, Viber, Facebook, Google, texting, the old-fashioned telephone, and when possible, travel to certain necessary locations... anywhere.



## MEDIATION

**Call (570) 814-3563  
for a FREE consultation  
and a copy of our  
new brochure.**



Our firm was founded in 2006, and since then has helped create many intelligent win-win solutions! It doesn't matter, whether you are wealthy or not, young or old, children or no children, in agreement or not, we can help you to a brighter, happier future!

When two or more parties need to come to a resolution, whether it's divorce and custody, or whether it's employee or neighbor disputes, contract disputes or other business matters, or even settlement determinations of financial awards resulting from litigation, professional mediation is ideally suited to arrive at a binding, legal solution.

Mediation is generally a voluntary process. The parties may not be happy to be involved in a dispute, but they can be guaranteed that all their concerns will be heard and considered, unlike the normal, strict, constrained court procedure.

Although the states of Pennsylvania, New York, and New Jersey don't require any specific schooling or certification for the new profession of mediator, the Baroness voluntarily adheres to all national ethical standards outlined by various mediator associations, such as continuing education credits, conflict of interest prevention, transparency, confidentiality and insurance requirements. She is also a registered member of the PA Council of Mediators and several other professional associations.

### Read More by Baroness Juliane

- No way out — or is there? (<http://thebaroness.biz/articles/no-way-out-or-is-there/>)
- Mediation - a Novel Approach to Divorce, Custody & Support (<http://thebaroness.biz/articles/mediation-divorce-custody-support/>)
- Child Support and Modification (<http://thebaroness.biz/articles/child-support-and-modification/>)

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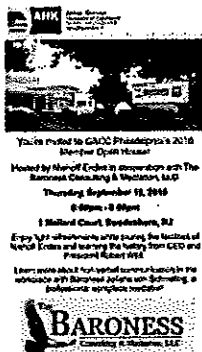
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## CONFLICT RESOLUTION



(<http://thebaroness.biz/wp-content/uploads/2014/05/unspecified.png>) Employee Disputes

Employee Grievances and Disputes are better handled by a third, impartial party than by a manager or owner of a company. The lingering hostility created by an unfavorable decision can be detrimental for company morale and overall employee productivity. Not dealing with latent employee problems can be even worse, causing outright sabotage and negative PR. We have decades of experience in the workplace and our methodology for conflict resolution is ideally suited. Investing in Mediation is inexpensive comparatively, considering the opportunity cost created by disgruntled employees and lingering problems.

### Neighbor Disputes

The same applies for Neighbor and Land disputes. I've seen family pets getting hurt, children and the elderly being mistreated, plants and property being destroyed, cases lasting decades and costing tens of thousands, and no resolution in sight. We create swift, long-lasting amicable resolutions in many cases. No party is obligated to settle until they are fully satisfied and in agreement. We have mediated some creative and interesting solutions over the years.

### Financial Settlement Conferences

Often after a case has been litigated and one party has won and one has lost, a financial settlement amount must to be negotiated. This applies in medical, business, inheritance, or accident/injury cases. Mediation among the primary parties involved can often lead to a quicker, fairer settlement figure than traditional litigation, with a judge or jury deciding. Although mediation is voluntary, the agreement becomes binding once both parties have agreed. In mediation other factors are permissible as well, such as an apology. The power of a sincere apology is enormous and often leads to the resolution of a case. Unfortunately apologies don't often enter the courtroom during traditional litigation. If mediation fails, the parties may return to court for a 'de novo' hearing. Whatever was discussed and admitted in mediation does not become part of any further litigation. So the risk to try mediation is really non-existent, but the potential rewards are significant!

### Contract Disputes and other Business Matters

Baroness Juliane von Schmeling's decades long experience in business as well as her MBA degree become very useful in guiding mediation in business settings such as contract disputes, lease agreements, "hiring and firing" negotiations, insurance negotiations, purchasing agreements, business valuations and successor negotiations. She has worked in a multitude of industries in various countries over the years and understands cultural differences, business models and management styles. Her analytical skills further the mediation process and often lead to constructive compromises or win-win solutions.

### THE BARONESS ([HTTP://THEBARONESS.BIZ/AUTHOR/JULIE/](http://THEBARONESS.BIZ/AUTHOR/JULIE/))

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## DIVORCE & CUSTODY

### Divorce - No Drama

Deciding to divorce is bad enough. It doesn't have to be emotionally and mentally devastating and financially crippling, though. It also doesn't have to take what often seems forever or put the children in the middle, often with sad, long-term damaging consequences.

Essentially, divorce happens in 4 phases: Emotional, Social, Financial, and Legal. The **Emotional Phase** is the hard part in the beginning, when the reality of the impending divorce sets in, and the heartache starts. The **Social Phase** decides who gets the friends, which in-laws and other family members will be on whose side, where the parties may live, and who is "at fault."

The **Financial Phase** is where it gets really complicated, and that's where Baroness Juliane von Schmeling brings her education and experience and especially her MBA to full use employing her understanding of finances and spreadsheets, coming to swift, fair solutions for settlement agreements, support and other financial matters. There is no reason that a divorce should drive either party into bankruptcy or foreclosure or ruin either's FICO credit scores.

Lastly, the **Legal Phase** - Nowadays, with the internet, the legal part in most divorces has been reduced to the printing and filling of standard forms, available at local office supply stores or downloaded from a website. These fill-in-the-blank forms are also available from many courthouses and from our firm free of charge. Most couples will never appear before a Master or a Judge, whether they both hire attorneys or use one mediator. But when that has to happen, The Baroness firm refers to competent family law attorneys for representation. The core of any larger divorce, though, the '*Divorce or Property Settlement Agreement*' and/or '*Custody Stipulation*' are generated through mediation by our firm and can be filed by the parties in their respective courthouses *Pro Se* (meaning on their own without attorneys) practically anywhere in the country.

Thus The Baroness firm takes the myth out of the divorce process that attorneys are required to start divorce proceedings and that only attorneys can file a divorce, when divorce is really no longer primarily a legal matter at all in the vast majority of cases, no matter where in the US.

### Custody & Parenting Schedules

Because we have time for and expertise in the usual issues in custody and visitation cases, our custody agreements and our parenting schedules are generally more user friendly and detailed than those that can be obtained in court. All parties have input and we help create sensible agreements without the need to appear in court and fight it out. In the end it benefits everybody, but especially the children involved. The parents will be happy that the process only takes a few days or weeks and the cost is only a fraction of the usual disheartening fight in court.

### THE BARONESS ([HTTP://THEBARONESS.BIZ/AUTHOR/JULIE/](http://thebaroness.biz/author/julie/))

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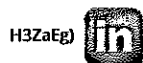
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- Support
- PFAs
- Pre-Nups and Post-Nups
- Settlement & Separation Agreements
- Domestic Partnership Agreements
- Domestic Partnership Dissolutions
- Parenting Plans & Schedules
- Pet Visitation Plans
- Generation Issues
- Co-Habitation Agreements
- Reconciliation
- Focused Apologies in the 12-step Program
- Holistic Will Preparation



- Adoption

**Employee Matters**

- Employee Grievances
- Employee Disputes
- Whistle Blowers
- Discrimination
- Hiring & Firing
- Promotions
- Sabotage

**Business Disputes**

- Contract Disputes
- Fulfillment Issues
- Collection
- Ownership Issues
- Succession Matters
- Misunderstandings
- Partnership Disputes
- Entity Dissolution

**Neighbor Disputes**

- Land Issues
- Nuisance Issues

**Financial Settlement Conferences**

- Insurance Claims
- Personal Injury Settlements
- Contract Dispute Settlements
- Inheritances

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Baroness Juliane von Schmeling, BS, MBA, EJD Baroness von Schmeling personally experienced that the adversarial legal system doesn't always work so well in resolving custody and support disputes, as well as many other conflicts. As a result she looked for other solutions, and found mediation to be an excellent, user-friendly alternative form for conflict resolution. Things happen, and matters need to be resolved, but it doesn't have to mean that disputes and divorces get drawn out for years and cost thousands upon thousands of dollars to resolve. She has decades of experience in resolving issues in the business environment and since 2006 has mediated many divorces and custody and support cases as well as other Alternative Conflict Resolution (ACR). She knows from experience that mediation works much faster and in practically all cases and is so much less expensive than the traditional forms of suing each other in a court of law. Best of all, the agreements she has worked out are in the end legally binding and enforceable, just like traditional court orders. But all parties had more of a chance for real input during the process, so naturally these agreements are usually longer lasting and not appealed. Baroness J. von Schmeling strives to create intelligent win-win solutions for all parties and has received many referrals in recent years from satisfied clients and industry professionals alike. She is a trained Mediator with Certificate, and has many other important, pertinent credentials such as an MBA in finance, studies in psychology, mental health, consumer research, and more. She also regularly attends continuing education seminars. Unlike many family law attorneys she has devoted



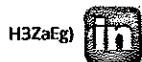
her entire career to becoming a professional, goal-oriented mediator, Credentials Abitur - Wolfgang-Ernst-Gymnasium '85 BS - Kings College (International Business, Psychology) '89 MBA - Wilkes University (Marketing, Finance) '06 EJD - Concord Law School Mediator Certificate - IMA, AZ Various accreditations in Business, Mental Health, Psychology, Science, Social Media and Finance



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(<https://www.youtube.com/channel/UCSMFnnUc4QFPMDfVFH3ZaEg>)



(<https://www.linkedin.com/profile/view?id=33715502>)



(<https://plus.google.com/u/0/+TheBaronessConsultingMediationLLCWilkesBarre/>)

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**570-814-3563**

318 S. Franklin St., Suite 102  
Wilkes-Barre, PA 18702

105 W 86th Street, Suite 217  
New York, NY 10024

200 South Broad St., Suite 910  
Philadelphia, PA 19102

**THE BARONESS -  
CONSULTING &  
MEDIATION, LLC  
([HTTP://THEBARONES  
S.BIZ/](http://thebaroness.biz/))**

*Free Consultations.*

*Evening and weekend hours available.*

*TheBaroness1@Comcast.net*

## TESTIMONIALS

*"I spent so much money on my first divorce. You made this so much easier... Thank you!"*

- Andy R.

*"Thanks for giving my children a chance to have their wishes considered, too."*

- Mark Z.

*"I will tell my friends about you. I can't thank you enough. You made this so easy."*

- Kris F.

*"I keep hearing horror stories from friends about their divorces. You were helpful and fair..."*

- Edward C.

*"I wish more people in your field had your insight."*

- Kerry B.

*"Thank you for all the research you've done..."*

- Melissa J.

*"Thank you for going above and beyond..."*

- Donna B.

*"My employer didn't even want to discuss the issue with me. Thanks very much for your help"*

- Robert F.

*"I thought this case would never get done, until we came to you. Thanks."*

- Pat K.

*"Can you tell I hate confrontation? Especially with a tenant? Thanks for helping..."*

- Cheryl M.

*"Thanks for making child support so transparent..."*

- David R.

*"I was worried all my financials were going to be visible to the world once the court case started. I'm glad we came to you and that didn't happen."*

- Frank K.

*"Thanks for helping us formulate a fair post-nuptial agreement."*

- Laurie Z.

*"Thanks for working so fast..."*

- Eileen D.

*"Thank you for all your help with our bank and the mortgage..."*

- Cathleena W.



*"Thanks for suggesting ways we would have never thought of..."*

- Dawn D.

*"I would have never been able to settle the contractor matter with the bank in my favor through litigation. Thank you so much."*

- Cecilia S.

*"Thank you for saving our marriage..."*

- Barry S.

## THE BARONESS ([HTTP://THEBARONESS.BIZ/AUTHOR/JULIE/](http://thebaroness.biz/author/julie/))

Baroness Juliane von Schmeling, BS, MBA, EJD Baroness von Schmeling personally experienced that the adversarial legal system doesn't always work so well in resolving custody and support disputes, as well as many other conflicts. As a result she looked for other solutions, and found mediation to be an excellent, user-friendly alternative form for conflict resolution. Things happen, and matters need to be resolved, but it doesn't have to mean that disputes and divorces get drawn out for years and cost thousands upon thousands of dollars to resolve. She has decades of experience in resolving issues in the business environment and since 2006 has mediated many divorces and custody and support cases as well as other Alternative Conflict Resolution (ACR). She knows from experience that mediation works much faster and in practically all cases and is so much less expensive than the traditional forms of suing each other in a court of law. Best of all, the agreements she has worked out are in the end legally binding and enforceable, just like traditional court orders. But all parties had more of a chance for real input during the process, so naturally these agreements are usually longer lasting and not appealed. Baroness J. von Schmeling strives to create intelligent win-win solutions for all parties and has received many referrals in recent years from satisfied clients and industry professionals alike. She is a trained Mediator with Certificate, and has many other important, pertinent credentials such as an MBA in finance, studies in psychology, mental health, consumer research, and more. She also regularly attends continuing education seminars. Unlike many family law attorneys she has devoted her entire career to becoming a professional, goal-oriented mediator. Credentials Abitur - Wolfgang-Ernst-Gymnasium '85 BS - Kings College (International Business, Psychology) '89 MBA - Wilkes University (Marketing, Finance) '06 EJD - Concord Law School Mediator Certificate - IMA, AZ Various accreditations in Business, Mental Health, Psychology, Science, Social Media and Finance



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(<https://www.youtube.com/channel/UCSMFmnUc4QFPMdVf>)

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(<https://www.linkedin.com/profile/view?id=33715502>)



(<https://plus.google.com/u/0/+TheBaronessConsultingMediationLLCWilkesBarre/>)

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# Exhibit C



Launched April 2020

Sort by

Active

Started running on Apr 23, 2020

ID: 2519644865015607

The Baroness - Consulting & Mediation, LLC

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Has the COVID-19 pandemic made you realize the need for up-to-date succession plans and wills? Baroness Juliane von Schmeling can virtually help put your mind at ease. Click below to learn more and connect with her today.



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# Exhibit D



---

**From:** Baroness Consulting & Mediation LLC <[TheBaroness1@comcast.net](mailto:TheBaroness1@comcast.net)>

**Sent:** Friday, May 1, 2020 8:14 AM

**To:** [REDACTED]

**Subject:** Courthouses closed. No problem.

[View this email in your browser](#)



**Don't push "pause" on your happiness and well-being just because the courthouses are closed.**

Since 2006, Baroness Juliane von Schmeling has been handling divorces from start to finish, including custody agreements, and resolving employee conflicts and business disputes. Her work as a neutral third-party prevents expensive lawsuits, is fast, confidential, legally enforceable and most of all, eliminates the usual drama.

Even though many courthouses and magistrate offices are currently closed or delayed indefinitely, the Baroness can still mediate and legally resolve your case remotely - locally or globally. Don't let COVID-19 negatively affect your happiness and well-being any longer.



Visit us [online](#), call 570.814.3563 or [email](#) the Baroness to learn more or to set up a complimentary virtual consultation.

Stay safe and sane!



---

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Your occasional update from The Baroness

**Our mailing address is:**

Baroness Consulting & Mediation LLC

318 S Franklin St Ste 102

Wilkes Barre, PA 18702-3809

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You can [update your preferences](#) or [unsubscribe from this list](#).





# Exhibit E



[REDACTED]

Plaintiff

v.

[REDACTED]

Defendant

In the Court of Common Pleas  
of Luzerne County

Civil Action – Law

in Divorce

No.:

[REDACTED]

---

## AGREEMENT FOR DIVORCE PROPERTY SETTLEMENT

Enclosed as Attachment is the signed and notarized Property Settlement Agreement between the Plaintiff, [REDACTED] and the Defendant, [REDACTED]

This Agreement contains all the provisions for equitable distribution of real and personal property as well as decisions for alimony/spousal support and retirement.

This Agreement will become part of the Divorce Decree when adjudicated and will be enforceable as such.

See Attachment.

FILED  
PROTHONOTARY  
LUZERNE COUNTY  
2013 JUL -3 PM 2:56



## PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 12<sup>th</sup> day of May ~~April~~ 2017, by and between [REDACTED]  
[REDACTED] an adult individual residing at [REDACTED]  
Wyoming County, Pennsylvania (herein after referred to as "Husband") and [REDACTED]  
[REDACTED] an adult individual currently residing at 6 [REDACTED]  
[REDACTED] Luzerne County, Pennsylvania (herein after referred to as "Wife").

### BACKGROUND

The parties were married on October 6, 2012, and a Complaint in Divorce has been filed in the office of the Prothonotary of Luzerne County, Pennsylvania, on February 2, 2017, which action is filed to No. [REDACTED]. The parties separated on December 1, 2016. Although the couple has no children from this marriage, Wife had [REDACTED]  
[REDACTED]

Because of diverse, unhappy differences, disputes and difficulties which have arisen between the parties, it is the intention of Wife and Husband to live separate and apart, and the parties are desirous of settling fully and finally their respective financial and property rights and obligations between each other including the settling of all matters between them relating to the ownership and equitable distribution of real and personal property; the settling of all matters between them relating to the past, present and future support and/or maintenance of Wife by Husband; and the settling of all their miscellaneous obligations relative to each other now and in the future; and the settling of any and all claims and possible claims by one against the other or against their respective estates.

**NOW, THEREFORE**, in consideration of the above and of the mutual promises, covenants and undertakings hereinafter set forth and for other good and valuable consideration, receipt of which is hereby acknowledged by each parties hereto, Wife and Husband, intending to be legally bound hereby, covenant and agree as follows:



**23. AGREEMENT VOLUNTARY AND CLEARLY UNDERSTOOD**

Each party to this Agreement acknowledges and declares that he or she, respectively:

- a) is fully and completely informed as to the facts relating to the subject matter of this Agreement and as to the rights and liabilities of both parties;
- b) enters into this Agreement voluntarily;
- c) has given careful, considerate and mature thought to the making of this Agreement;
- d) has carefully read each provision of this Agreement; and
- e) fully and completely understands each provision of this Agreement, both in regards to subject matter itself and to the legal effect it may have in the future.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year first written above.

THIS AGREEMENT is executed in duplicate and counterparts, and Husband and Wife, as parties hereto, acknowledge the receipt of a duly executed copy hereof.

**WITNESS:**

[Redacted Signature]

For the Husband

Date: 5-2-17

[Redacted Signature]

Husband - [Redacted Name]

Date: 5-2-17

[Redacted Signature]

For the Wife

Date: 5-2-17

[Redacted Signature]

Wife - [Redacted Name]

Date: 5-12-2017



**COMMONWEALTH OF PENNSYLVANIA****COUNTY OF LUZERNE**

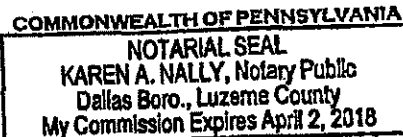
On this 12 day of May, 2017, before me,  
 the undersigned officer, a Notary Public, personally appeared [REDACTED]  
 [REDACTED] known to me (or satisfactorily proven) to be the person whose name is  
 subscribed to the within instrument and acknowledged that she executed the same for the  
 purposes therein contained.

In Witness Whereof, I have hereunto set my hand and notarial seal the day and  
 year first above written.



COMMONWEALTH OF PENNSYLVANIA

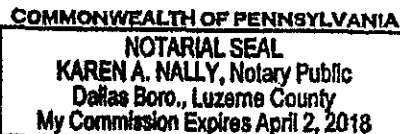
COUNTY OF LUZERNE



On this 2 day of May, 2017, before me,  
 the undersigned officer, a Notary Public, personally appeared [REDACTED] known  
 to me (or satisfactorily proven) to be the person whose name is subscribed to the within  
 instrument and acknowledged that he executed the same for the purposes therein  
 contained.

In Witness Whereof, I have hereunto set my hand and notarial seal the day and  
 year first above written.







## PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of May 2017, by and between [REDACTED]  
[REDACTED] an adult individual residing at [REDACTED]  
Wyoming County, Pennsylvania (herein after referred to as "Husband") and [REDACTED]  
[REDACTED] an adult individual currently residing at [REDACTED]  
[REDACTED] Luzerne County, Pennsylvania (herein after referred to as "Wife").

### BACKGROUND

The parties were married on [REDACTED] 2012, and a Complaint in Divorce has been filed in the office of the Prothonotary of Luzerne County, Pennsylvania, on [REDACTED] 2017, which action is filed to No. [REDACTED]. The parties separated on [REDACTED] 2016. [REDACTED]

Because of diverse, unhappy differences, disputes and difficulties which have arisen between the parties, it is the intention of Wife and Husband to live separate and apart, and the parties are desirous of settling fully and finally their respective financial and property rights and obligations between each other including the settling of all matters between them relating to the ownership and equitable distribution of real and personal property; the settling of all matters between them relating to the past, present and future support and/or maintenance of Wife by Husband; and the settling of all their miscellaneous obligations relative to each other now and in the future; and the settling of any and all claims and possible claims by one against the other or against their respective estates.

**NOW, THEREFORE**, in consideration of the above and of the mutual promises, covenants and undertakings hereinafter set forth and for other good and valuable consideration, receipt of which is hereby acknowledged by each parties hereto, Wife and Husband, intending to be legally bound hereby, covenant and agree as follows:



## 1. LEGAL ADVICE

The provisions of this Agreement and their legal affect have been fully discussed by Wife and Husband. The parties understand that they have the right to receive independent, individual legal advice from counsel of their choosing. The parties acknowledge that they fully understand the facts and their legal obligation and they acknowledge that this Agreement, is under the circumstances, fair and equitable and that it is being entered into freely and voluntarily, and that execution of this Agreement is not the result of any duress or undue influence and that it is not the result of any collusion or improper or illegal agreement. The parties acknowledge that each has been informed and is aware of the wealth, property, estate and income of the other, and each party is hereby satisfied that such information is true and correct.

## 2. DIVORCE

1 – No Bar to Divorce; No Merger: It is specifically understood and agreed by and between the parties hereto and each of the said parties hereby warrant and represent to the other, that the execution and delivery of this Agreement is not predicated upon nor made subject to any agreement for the institution, prosecution, defense or for the non-prosecution, or non-defense of any action for divorce; provided, however, that nothing contained in this Agreement shall prevent or preclude either of the parties hereto from commencing, instituting or prosecuting any action or actions for divorce, either absolute or otherwise, upon just and proper grounds; nor to prevent either party from defending any such action which has been, may or shall be instituted by the other party, or from making any just or proper defense thereto. Neither party, nor any such action shall ask alimony or support contrary to the provisions of this Agreement. It is further specifically understood and agreed that the provisions of this Agreement relating to the equitable distribution of property of the parties are accepted by each party as a final settlement for all purposes whatsoever. Should either of the parties obtain a decree, judgment, or order of separation or divorce in any other state, country, or jurisdiction, each of the parties to this Agreement hereby consents and agrees that this Agreement and all its covenants shall not be affected in any way by such separation or divorce; and that nothing in any such decree, judgment, order or further modification or revision thereof shall alter, amend or



vary any term of this agreement, whether or not either or both of the parties shall remarry, it being understood by and between the parties that this Agreement shall survive and shall not be merged into any decree, judgment or order of divorce or separation. It is warranted, covenanted, and represented by Wife and Husband to execute this Agreement. Wife and Husband each knowingly and understandingly hereby waive any and all possible claims that this Agreement is, for any reason, illegal or, for any reason whatsoever or public policy, unenforceable in whole or in part. Wife and Husband each hereby warrant, covenant and agree that, in any possible event, she and he shall forever be estopped from asserting any illegality or unenforceability as to all or any part of this Agreement.

2 - Incorporation of Agreement: It is specifically agreed, that this Agreement shall be incorporated and made part of the anticipated Divorce Decree entered by the Court of competent jurisdiction – Luzerne County, Pennsylvania. The parties further agree that the Court of Common Pleas which may enter such divorce decree shall retain continuing jurisdiction over the parties and the subject matter of this Agreement for the purpose of enforcement of any provision hereof.

3 - Survival of Agreement: This agreement shall survive any action for divorce and Decree in Divorce and shall forever be binding and conclusive on the parties, and independent legal action may be brought to enforce the terms of this Agreement by either party until it has been satisfied and performed. The consideration for this Agreement is the mutual benefits obtained by both parties hereto and the covenants and agreements of each of the parties to the other. The adequacy of the consideration for all agreement herein is stipulated, confessed and admitted by the parties.

### **3. DATE OF EXECUTION**

The date of execution of this Agreement shall be the day when the party last signing it has indeed done so.

### **4. PERSONAL RIGHTS**

The parties intend hereafter to live separate and apart. They shall be free from any control, restraints, interference or authority, direct or indirect, by the other in all respects



as fully as if unmarried. Each may, for his or her separate use or benefit, conduct, carry on and engage in any business, occupation, profession, or employment which to him or her may seem advisable. They shall not harass, disturb, bother or malign each other or the respective families nor compel or attempt to compel the other or cohabitat or dwell with him or her. Neither of the parties shall, in any way whatever, interfere with the other's employment or occupation, directly or indirectly. The parties are free to mutually and voluntarily make any efforts at reconciliation as he, she or they shall deem proper. The foregoing provisions, however, shall not be taken to be an admission on the part of either Husband or Wife of the lawfulness of the causes leading to their living apart.

It is specifically intended and understood and agreed by and between the parties hereto that each is to be enabled to live not only separately and apart from each other, but is also to be free to act as if he or she were unmarried so far as any other persons are concerned and each agrees not to harass or embarrass the other or any other person who either party may have contact with socially in the future.

## 5. MUTUAL RELEASES

Husband and Wife each do hereby mutually release, quit claim and forever discharge the other and the Estate of the other, for all times to come, and for all purposes whatsoever of and from any and all rights, title and interest, or claim in or against the property of the other or against the Estate of the other which he or she now has or at any time hereafter may have against such other, the Estate of such other or any part thereof, whether arising out of any former acts, contracts, engagements or liabilities of such other or by ways of dower or courtesy, or claim in the nature of dower or courtsey of widow's or widower's rights, family exemption or similar allowance, or under the intestate laws, or the right to treat a lifetime conveyance by the other as testamentary, or all other rights of a surviving spouse to participate in a deceased spouse's Estate, whether arising under the laws of Pennsylvania or any other State in the US or even other country; or any right which either may have or at any time hereafter have for past, present or future support or maintenance, alimony, alimony pendente lite, equitable distribution of counsel fees, costs or expenses, whether arising as a result of the marital relationship or otherwise, including all economic rights and benefits under the Pennsylvania Divorce Code of 1980, its



amendments and supplements, except, and only except, all rights and agreements and obligations of whatever nature arising or which may arise under this Agreement or for the breach of the provisions thereof. It is the intention of Wife and Husband to give each other by the execution of this Agreement a full, complete and general release with respect to any and all property of any kind or nature, which the other now owns or may hereafter acquire, except and only except all rights and agreements and obligations of whatever nature arising or which may arise under this Agreement or for the breach of any part thereof, subject, however, to the implementation and satisfaction of the conditions precedent as set forth herein above.

Except for any cause of action for divorce which either party may have or claim to have, each party give to the other by the execution of this Agreement an absolute and unconditional release and discharge from all causes of action, claims, rights or demands whatsoever, in law or in equity, which either party ever had or now has against each other.

#### **6. WAIVER OR MODIFICATION TO BE IN WRITING**

No modification or waiver of any of the terms of this signed Agreement shall be valid unless in writing and signed by both parties and no waiver of any breach or default of this Agreement shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

#### **7. VENUE**

This Agreement shall be construed in accordance with the applicable laws of the Commonwealth of Pennsylvania.

#### **8. AGREEMENT BINDING ON HEIRS**

Except as otherwise provided for herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.



## **9. INTEGRATION**

This Agreement constitutes the entire understanding of the parties and supersedes any and all prior agreements and negotiations between them. There are no representations or warranties other than those specifically set forth herein.

## **10. OTHER DOCUMENTATION**

Unless otherwise stated in this Agreement, within twenty (20) days after demand thereof, the parties shall execute any and all written documents which may be reasonably necessary or desirable for the proper effectuation of this Agreement.

## **11. WARRANTY OF DISCLOSURE**

The respective parties do hereby warrant, represent and declare and do acknowledge and agree that each is and has been fully and completely informed of and is familiar with and cognizant of the wealth, real and/or personal property estate and assets and liabilities and any further enumeration or statement thereof in this Agreement is hereby specifically waived, and the parties do not wish to make or append hereto any further enumeration or statement. Each of the parties hereto further covenants and agrees himself or herself and on behalf of their respective heirs or personal representatives or assigns that they will never at any time in the future sue the other or his or her heirs, personal representatives or assigns, in any action or intention, direct or indirect, that there was any absence of or lack of full, proper, and independent representation. Further, both parties waive their right to have the inventory or financial disclosure statement of the other attached hereto and hereby release each other and their possible respective attorneys of any and all liabilities resulting from this waiver or any of the other representations and covenants contained in this provision.

## **12. ADDRESS OF PARTIES**

As long as any obligations remain to be performed under this Agreement, each party shall have the affirmative obligation to keep the other informed of his or her residential or mailing address, and shall promptly notify the other in writing of any change of address with request of confirmation of receipt.



### **13. REMEDIES AND SANCTIONS**

In addition to such other remedies and sanctions available under law, the parties may utilize any remedy or sanction set forth in the Pennsylvania Divorce Code of 1980, as amended, to enforce any term of this Agreement as though it had been an Order of Court.

### **14. ATTORNEYS' FEES FOR ENFORCEMENT**

In the event that either party breaches any term of this Agreement and the other party has to retain counsel to assist in enforcing the terms hereof, the breaching party shall pay all counsel fees and expenses which are incurred by the other party in enforcing this Agreement, whether enforcement is ultimately achieved by litigation, mediation or by amicable resolution.

### **15. HEADINGS NOT PART OF AGREEMENT**

Any headings preceeding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience or reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

### **16. CONTRACT INTERPRETATION**

For purposes of contract interpretation and resolving any ambiguity herein, the parties agree that this Agreement and all stipulations contained therein were prepared jointly.

### **17. CONTRACT SEPARABILITY**

If any term, condition, clause or condition of this Agreement shall be determined to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from the Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation. Likewise, the failure of any party to meet his or her obligations under any one or more of the paragraphs in this Agreement, shall in no way avoid or alter the remaining obligations of the parties.



### 18. EQUITABLE DISTRIBUTION

1) **Real Estate** - The parties acknowledge that they are joint owners of a piece or parcel of real estate improved with a single family dwelling known and located at [REDACTED] Wyoming County, Pennsylvania when they filed for Divorce.

This property was purchased by husband [REDACTED] payment prior to the marriage. During the marriage [REDACTED]

With respect to this real estate the parties mutually agree as follows:

On March 2, 2017 both parties have agreed to sell the property as soon as possible and have entered into a sales agreement with [REDACTED] to list the home for sale.

As of date of this Agreement, Husband hereby shall become the primary resident in the home. Both Husband and Wife are on the deed and shall remain on the deed until closing.

The parties have agreed that Wife [REDACTED] Luzerne, PA [REDACTED]

[REDACTED] Husband agrees to pay for or reimburse Wife for [REDACTED]

Husband has agreed to use his share of anticipated net equity to compensate Wife [REDACTED]



[REDACTED]

[REDACTED]

In the event there is an outstanding balance for services rendered by the Mediation Firm 'The Baroness – Consulting & Mediation LLC' in Wilkes-Barre, that balance shall be paid directly at closing, to be distributed according to detailed invoice to be rendered by BCM to both parties and the title insurance company or real estate attorney conducting the closing.

In the event that Husband allows an adult, other than a direct family member to move into and reside in the marital home until it is sold, Husband agrees to pay Wife the full sum of the above listed net equity within sixty (20) days from that occurrence.

The parties agree that they will accept any bona fide real estate sales offer for or [REDACTED]

Husband hereby agrees that he is and will be solely responsible for and liable for present and future real estate taxes, insurance, water and sewer rents pertaining to the said premises, as well as all utility bills in full until the sale of the property. He will maintain the home in pristine sellable condition.

Neither Wife nor Husband shall remortgage the real property or encumber the home with any additional loans, [REDACTED] unless the time has come that Husband can remortgage for the sole purpose of paying out Wife's accrued share of net equity [REDACTED] and claims sole ownership and requests deed transfer from Wife.

Wife hereby agrees that she shall remove all of her personal property and personal items from the residence, including the attic, the yard, and the garage within thirty (30) days of the execution of this agreement and as is practical, considering space availability at the new residence, storage and inclement weather, but no later than two weeks prior to closing date of the marital property.

**2) Retirement Benefits** - Wife and Husband hereby specifically agree, that both husband's and wife's retirement accounts have been assessed and valued as of the date of



this agreement. Both parties have agreed that any remaining retirement accounts shall remain with party in whose name they are currently listed.

**3) Personal Property** - Both Wife and Husband agree and acknowledge that they are amicably distributing their personal property between them. Wife agrees to hire movers and secure a pod as soon as she has received the funds from [REDACTED] and to remove all items claimed by her then. A mutually agreeable date for access to the home will have to be agreed upon at least 3 days in advance. Except as otherwise indicated in this Agreement, the parties shall retain the following items as listed:

Wife shall keep, remove or sell:

[REDACTED]

[REDACTED]

[REDACTED]

Wife and Husband may take and/or sell and/or store their respective items for future use. All items, regardless, will have to be removed from the property by date of scheduled closing, otherwise they are fore fitted to the new owners.

**4) Distribution of Motor Vehicles** - The parties hereto agree that each party shall take ownership of any vehicle currently in their name and possession and the other party shall execute the title(s) to same upon presentation of the title(s) to him or her. Each party takes ownership of said vehicles subject to any outstanding liens and encumbrances or loans and indemnifies and holds the other harmless from any actions, claims, or demands made against him or her as a result of the other party's ownership or operation



of his or her vehicle. Each party has secured their own automobile insurance prior to signing of this Agreement. At present Husband owns a [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] The net proceeds shall be shared equally by both parties at title transfer/closing, or Husband shall reimburse Wife 50% of the assessed and agreed upon value, if he decides to keep the camper once Wife has relinquished use and prior to the sale of the house within the Settlement Agreement calculation.

**5) Separate Assets** - Except as otherwise set forth in this Agreement, assets of each party shall become part of the equitable distribution calculation and then each party shall retain as his or her separate assets, all property presently titled in his or her name or in his or her possession. The party not having title to or possession of any particular separate asset hereby waives and releases any and all claim therein, and acknowledges that hereafter the party having title to or possession of a separate asset is the sole and exclusive owner thereof. With respect to his or her separate assets, each party agrees to indemnify and hold the other harmless from any liability, cost or expense with respect to such separate assets. Wife and Husband have opened new, separate checking accounts since date of separation.

**6) Savings Account** - The parties have no joint or individual savings account worth listing at the present time.

**7) After-Acquired Property** - Each party shall hereafter own and enjoy, independently of any claim or right of the other, all property acquired by him or her after execution of this Agreement.

**8) Warranty as to Existing and Future Obligations** - Each party represents and agrees that he or she has not heretofore contracted for any debt, liability or obligations including those for necessities for which the other or the estate of the other



may be responsible or liable except as disclosed or otherwise provided for in this Agreement. Husband and Wife each agree to hold harmless and indemnify the other and the estate of the other from all such debts, liabilities and obligations, which he or she has incurred after the execution date hereof. The parties further agree that all joint credit and/or charge accounts shall be terminated immediately, and no charges shall be incurred by either party against any joint account from the date of execution hereof.

9) **Tax return 2016** - Husband and Wife agree to file taxes jointly for 2016 and the tax refund shall be shared equally. Husband agrees to have the tax return filed in a timely manner.

#### **19. DEBTS OF THE PARTIES**

Except as otherwise set forth in this Agreement, all debts and liabilities, if any, acquired by the parties during the marriage shall become part of the total asset calculations, and then be assumed by the party in whose name said debts or liabilities are held or that are currently in possession of each respective party. The parties hereto agree to indemnify each other and hold the other harmless from and against any damage, liability, loss or deficiency including reasonable attorney's fees and expenses and other costs incident to any claim, suit action or proceeding arising out of or resulting from that party's failure to duly perform or observe any terms, provision, covenant or condition hereunder required to be performed or observed resulting in any damage to the other party. Each party agrees that they will do whatever necessary to remove the other's name from any and all debts and liabilities, if applicable, or whatever nature or kind, which are currently in the possession of the primary party and/or are to be assumed by each respective party.

#### **20. ALIMONY, APL & SPOUSAL SUPPORT**

Wife and Husband have mutually agreed that Wife will receive Spousal Support/Alimony/APL through Luzerne County Domestic Relations in the amount of [REDACTED] from date of initial APL filing. The Alimony Pendente Lite payment obligation currently in effect will cease when the divorce decree is granted, at which point Alimony/Spousal Support will take effect and payments



through DRS from Husband to Wife will continue. The parties have agreed to a monthly [REDACTED] The amount received through DRS shall be in accordance with the Spousal Support Guidelines as listed in PA Rules of Civil Procedure Rule 1910.16-1 to Rule 1910.16-6 and the mathematical formula established therein, using as variables Husband's and Wife's estimated annual net income to be determined via W-2s, 1099s and tax returns.

In addition, Husband agrees to pay Wife an additional [REDACTED]

Health insurance - Both Husband and Wife carry their own health insurance. Husband shall add Wife to his employer's dental coverage plan until the Divorce Decree has been granted.

In the event that wife remarries prior to the expiration of her spousal support/alimony eligibility, such spousal support/alimony shall cease immediately, including the voluntary spousal support.

## 21. CUSTODY

[REDACTED]

## 22. COUNSEL FEES/EXPENSES

Each party hereby agrees to be solely responsible for her or his own counsel fees and expenses and neither shall seek any contribution thereto from the other party except otherwise expressly provided herein. The parties agree to seek Mediation prior to Litigation.



### 23. AGREEMENT VOLUNTARY AND CLEARLY UNDERSTOOD

Each party to this Agreement acknowledges and declares that he or she, respectively:

- a) is fully and completely informed as to the facts relating to the subject matter of this Agreement and as to the rights and liabilities of both parties;
- b) enters into this Agreement voluntarily;
- c) has given careful, considerate and mature thought to the making of this Agreement;
- d) has carefully read each provision of this Agreement; and
- e) fully and completely understands each provision of this Agreement, both in regards to subject matter itself and to the legal effect it may have in the future.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this day and year first written above.

**THIS AGREEMENT** is executed in duplicate and counterparts, and Husband and Wife, as parties hereto, acknowledge the receipt of a duly executed copy hereof.

**WITNESS:**

_____ For the Husband	<b>Date:</b> _____	_____ Husband – <span style="background-color: black; color: black;">[REDACTED]</span>	<b>Date:</b> _____	
_____ For the Wife	<b>Date:</b> _____	_____ Wife – <span style="background-color: black; color: black;">[REDACTED]</span>	<b>Date:</b> _____	



**COMMONWEALTH OF PENNSYLVANIA****COUNTY OF LUZERNE**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned officer, a Notary Public, personally appeared [REDACTED] known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and notarial seal the day and year first above written.

\_\_\_\_\_

**COMMONWEALTH OF PENNSYLVANIA****COUNTY OF \_\_\_\_\_**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned officer, a Notary Public, personally appeared [REDACTED] known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and notarial seal the day and year first above written.

\_\_\_\_\_