

## APPENDIX

- A. Opinion of the Lower Courts
- B. Email Sent night before hearing
- C. Veterans Social Worker Notes
- D. Letter to Judge Martin five days after hearing

COPY

IN THE COURT OF COMMON PLEAS OF INDIANA COUNTY, PENNSYLVANIA  
CIVIL DIVISION

LORIN A. CROCE,

Plaintiff,

vs.

MARCIA CROCE,

Defendant.

CIVIL ACTION – LAW  
DIVORCE

No. 11499 C.D. 2015

2018 DEC -3 PM 2:17

INDIANA COUNTY  
PROTHONOTARY AND  
CLERK OF COURTS

ORDER OF COURT

AND NOW, this 30<sup>th</sup> day of November, 2018, this matter coming before the permanent Divorce Master, Mathew G. Simon, Esquire, at a Pre-hearing/Settlement Conference and upon consideration of the parties' agreement reached therein, it is hereby **ORDERED, DIRECTED, and DECREED** as follows:

1. The Plaintiff, hereinafter "Husband," is represented by Michelle A. Tokarsky, Esquire. The Defendant, hereinafter "Wife," is *pro se*.
2. Wife, after being specifically consulted by the Divorce Master with regard to her right to be represented by legal counsel and cognizant of her right to such legal representation, knowingly and voluntarily agreed to proceed with the conference and enter into this Order without legal representation.
3. Husband shall receive The Village of Nanty Glo PCH, Inc., Westmoreland Medical Equipment, Westmoreland Physicians Supply, Inc. businesses. Wife shall waive and right, title and interest in these businesses. Husband shall hold harmless and indemnify Wife from any claims, debts and obligations concerning these businesses.
4. The parties acknowledge that the marital residence at 342 Synder Lane, Blairsville, PA 15717 was foreclosed upon. However, Husband will assign any and all rights to his interest in the real property located at 342 Synder Lane, Blairsville, PA 15717 to Wife should she wish to contest or fight the foreclosure and/or take other action towards the property.
5. Husband shall receive any and all of his retirement accounts and/or pensions in full. Wife shall waive any and all right, title, and interest in Husband's retirement accounts and/or pensions.
6. Wife shall receive any and all of her retirement accounts and/or pensions in full. Husband shall waive any and all right, title, and interest in Wife's retirement accounts and/or pensions.

7. Husband shall receive the 2010 Cadillac GTS, 1973 Dodge Challenger, and the 1974 Dodge Challenger. The parties shall set up a mutually convenient date/time for Husband to obtain the 1973 Dodge Challenger and the 1974 Dodge Challenger from 342 Synder Lane, Blairsville, PA. Husband shall be solely responsible for any loans, taxes, insurance, fees, and maintenance on these vehicles and he shall indemnify and hold Wife harmless from these obligations.

8. Wife shall receive the 2012 Ford Fiesta. Wife shall be solely responsible for any loans, taxes, insurance, fees, and maintenance on this vehicle and she shall indemnify and hold Husband harmless from these obligations.

9. Wife shall be entitled to her personal property that is currently located at 260 Strayer Street, Johnstown, PA 15906. The parties shall set up a mutually convenient date/time for Wife to retrieve her personal property.

10. Except as provided in Paragraphs 7-9 of this Order, each party shall retain any bank accounts and personal property in his/her possession, free and clear of any claims by the other party. Any property not specifically mentioned which is currently in the sole name of either of the parties, or which in the future may be owned by either of the parties individually, is and shall be the sole and separate property of the party so owning.

11. Except as provided in this Order, each party shall be responsible for any debts or obligations that are in his/her respective names and each party shall hold harmless and indemnify the other from any claims concerning any debts or obligations in that party's name.

12. Wife, as Executrix or Administratrix, agrees to execute a release for a claim of a \$25,000.00 loan made by the Decedent, Martin Poliak, to Husband and Wife.

13. Commencing December 1, 2018, and continuing until and including December 1, 2023 (sixty (60) months), Husband shall pay directly to Wife alimony in the amount of \$1,333.33 per month. Husband shall make this payment in full no later than the last day of each month. Said payments of alimony shall only be modifiable in the event of a substantial reduction in Husband's income due to Husband's illness, disability or involuntary loss of employment. In the event of a substantial loss of income by Husband, the parties agree that any modification of alimony may include an extension of the term of payment of alimony by Husband to Wife; provided, however, the parties hereto agree that Husband shall never be required to pay alimony to Wife in excess of the original gross sum of \$80,000.00. However, Husband's alimony obligation shall terminate upon the death of Wife or Wife's remarriage and/or cohabitation.

The parties agree that the alimony set forth herein shall be taxable income to Wife and tax-deductible to Husband for the duration of this alimony award and the Tax Cut and Jobs Act shall have no effect on the taxable nature of the award.

14. Except as provided in Paragraph 8 of this Order of Court, each party shall waive any and all rights or requests for spousal support, alimony pendente lite, and alimony against the other party.

15. Each party shall be responsible for his/her respective counsel fees and costs.

16. Husband shall be responsible for the payment of the Master's fees and he shall be credited with the \$795.00 that he initially paid to have the Master appointed.

17. Within ten (10) days from the date of this Order of Court, each party shall execute any and all documents necessary to effectuate the entry of the divorce.

18. Within ten (10) days from the date of any request, each party shall execute any and all documents necessary to effectuate the transfer, distribution, registration or administrative processing of any property set forth in this Order of Court. The receiving party shall be responsible for any transfer costs.

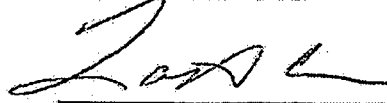
19. If either party breaches any provision of this Order, the other party shall have the right, at his or her election, to seek such relief as may be available to him or her and the party breaching this Order shall be responsible for payment of reasonable attorney fees, legal fees and costs incurred by the other party to enforce their respective rights under this Order.

20. Each party consents to the entry of this Order voluntarily and free from duress or undue influence from the other party and/or the Master. The parties acknowledge and accept that this Order is being entered after having received such advice and with such disclosures as have been requested and tendered; the consent to this Order is not the result of any duress, fraud, coercion, undue influence or collusion; and, that it is further not the result of any illegal or improper agreement, but reflects that which is fair and equitable and that it is being entered freely and voluntarily and is the desired result of negotiations between the parties at arm's length.

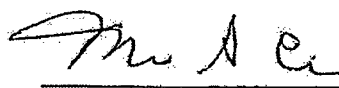
BY THE COURT:

  
\_\_\_\_\_  
Judge

CONSENTED TO:

  
\_\_\_\_\_  
Lorin Croce, Plaintiff

Date: 11/30/18

  
\_\_\_\_\_  
Marcia Croce, Defendant

Date: 11/30/2018

LORIN A. CROCE,

Plaintiff,

vs.

MARCIA CROCE,

Defendant.

: IN THE COURT OF COMMON PLEAS  
: INDIANA COUNTY, PENNSYLVANIA

: NO. 11499 CD 2015

2019 JAN 15 PM 3:22

**ORDER OF COURT**

**MARTIN, P.J.**

AND NOW, this 15<sup>th</sup> day of January, 2019, this matter having come before the Court on the Defendant's Petition to Set Aside the Settlement Agreement between the parties and the Waiver and Consent to the Divorce signed by the Defendant, the Court makes the following Findings and Order:

1. Defendant claims that she signed the documents under duress due to actions of Plaintiff's Counsel and the Divorce Master.

2. A Settlement Agreement is presumed to be valid and binding. The Defendant has the burden of proof on her claim of duress. The burden is by clear and convincing evidence. In Re: Estate of Ratony, 277 A.2d 791 (Pa.1971). Simeone v. Simeone, 581 A.2d 162 (Pa.1990) Paroly v. Paroly, 876 A.2d 1061 (Pa.Super.2005).

3. After hearing and due consideration of the evidence presented, the Court finds that the Defendant has not sustained her burden; therefore, the Petition is denied. The Settlement Agreement shall remain in full force and effect. The Court shall grant the Divorce.

BY THE COURT,

  
\_\_\_\_\_  
President Judge

LORIN A. CROCE,

Plaintiff,

vs.

MARCIA CROCE,

Defendant.

: IN THE COURT OF COMMON PLEAS  
: INDIANA COUNTY, PENNSYLVANIA

: NO. 11499 CD 2015

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INDIANA COUNTY  
PROTHONOTARY AND  
CLERK OF COURTS  
2019 FEB 11 AM 10:12

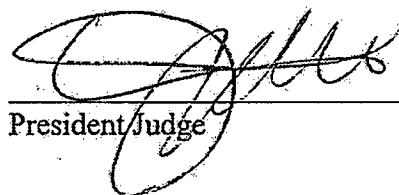
ORDER OF COURT

MARTIN, P.J.

AND NOW, this 8<sup>th</sup> day of February, 2019, the Court having received the Defendant's Notice of Appeal from an Order dated January 15, 2019, pursuant to Pa.R.A.P. 1925(b), it is hereby ORDERED and DIRECTED as follows:

1. Within twenty-one (21) days of entry of this Order upon the docket, the Defendant shall file a Concise Statement of Matters Complained of on Appeal.
2. The Statement shall be filed with the Prothonotary of Indiana County and a copy served on the Court.
3. The Court advises the Defendant that any issue not included in the Statement timely filed, shall be deemed waived.

BY THE COURT,



President Judge

LORIN A. CROCE,

Plaintiff,

vs.

MARCIA CROCE,

Defendant.

: IN THE COURT OF COMMON PLEAS

: INDIANA COUNTY, PENNSYLVANIA

:

: NO. 11499 CD 2015

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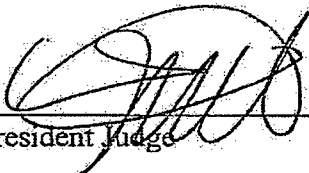
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ORDER OF COURT

MARTIN, P.J.

AND NOW, this 4<sup>th</sup> day of March, 2019, the Defendant having failed to file a Rule 1925(b) Concise Statement as ordered, the Court adopts it's Order of February 8, 2019 as it's Rule 1925(a) Opinion.

BY THE COURT,

  
\_\_\_\_\_  
President Judge

INDIANA COUNTY  
PROTHONOTARY AND  
CLERK OF COURTS  
2019 MAR -5- AM 9:06

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

LORIN A. CROCE

v.

MARCIA CROCE

Appellant

: IN THE SUPERIOR COURT OF  
: PENNSYLVANIA  
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: No. 206 WDA 2019

Appeal from the Order Entered January 15, 2019  
In the Court of Common Pleas of Indiana County Civil Division at No(s):  
11499 CD 2015

BEFORE: BENDER, P.J.E., McLAUGHLIN, J., and PELLEGRINI\*, J.

MEMORANDUM BY PELLEGRINI, J.:

**FILED AUGUST 16, 2019**

Marcia Croce (Wife) appeals from the order entered in the Court of Common Pleas of Indiana County (trial court) denying her petition to set aside her divorce settlement agreement with Lorin A. Croce (Husband). We affirm.

In 2015, Husband filed a complaint in divorce against Wife. Both parties were represented by counsel for several years until October 2018 when Wife's counsel withdrew and she began to represent herself. Soon after, Husband filed a motion for appointment of a master for divorce and distribution of property, which was granted. The master held a settlement conference that concluded with Husband and Wife signing an agreement disposing of all claims which was filed in the trial court.

About three weeks later, Wife filed a complaint in the trial court that it treated as a petition to set aside the parties' agreement. Among other things, Wife alleged that she involuntarily signed the agreement at the conference

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\* Retired Senior Judge assigned to the Superior Court.



due to duress. The trial court held a hearing on Wife's petition and heard testimony from both her and the master. After the hearing, the trial court entered an order denying the petition. Wife filed a timely *pro se* notice of appeal and the trial court ordered her to file a Pa.R.A.P. 1925(b) statement within 21 days. In its order, the trial court notified Wife that any issue not properly included in the statement shall be deemed waived. However, Wife never filed a Pa.R.A.P. 1925(b) statement.

We first address whether Wife has properly preserved any issues for review. This Court has previously emphasized the requirement to submit a Pa.R.A.P. 1925(b) statement:

Pa.R.A.P. 1925(b) provides that a judge entering an order giving rise to a notice of appeal 'may enter an order directing the appellant to file of record in the trial court and serve on the judge a concise statement of the errors complained of on appeal ('Statement').' Rule 1925 also states that '[i]ssues not included in the Statement and/or not raised in accordance with the provisions of this paragraph (b)(4) are waived.' Pa.R.A.P. 1925(b)(4)(vii). In ***Commonwealth v. Lord***, [ ] 719 A.2d 306 ( [Pa.] 1998), our Supreme Court held that 'from this date forward, in order to preserve their claims for appellate review, [a]ppellants must comply whenever the trial court orders them to file a Statement of Matters Complained of on Appeal pursuant to Rule 1925. Any issues not raised in a [Rule] 1925(b) statement will be deemed waived.' ***Lord***, 719 A.2d at 309; ***see also Commonwealth v. Castillo***, [ ] 888 A.2d 775, 780 ( [Pa.] 2005) (stating any issues not raised in a Rule 1925(b) statement are deemed waived). This Court has held that '[o]ur Supreme Court intended the holding in ***Lord*** to operate as a bright-line rule, such that failure to comply with the minimal requirements of Pa.R.A.P. 1925(b) will result in automatic waiver of the issues raised.' ***Greater Erie Indus. Dev. Corp. v. Presque Isle Downs, Inc.***, 88 A.3d 222, 224 (Pa. Super. 2014) (*en banc*) (emphasis in original) (quoting ***Commonwealth v. Schofield***, [ ] 888 A.2d 771, 774 ( [Pa.] 2005)).

***U.S. Bank, N.A. for Certificateholders of LXS 2007-7N Trust Fund v. Hua***, 193 A.3d 994, 996-97 (Pa. Super. 2018).

Before finding waiver, we must first determine if Wife was properly served with notice of her obligation under Pa.R.A.P. 1925(b) to file a statement of errors complained of on appeal. ***See Presque Isle***, 88 A.3d at 226. “[S]trict application of the bright-line rule in ***Lord*** necessitates strict interpretation regarding notice of Rule 1925(b) orders.” ***Id.*** “[F]ailure by the prothonotary to give written notice of the entry of a court order and to note on the docket that notice was given will prevent waiver for timeliness pursuant to Pa.R.A.P. 1925(b).” ***Id.***

Here, the Indiana County Prothonotary’s docket shows that the trial court’s order directing Wife to file a Pa.R.A.P. 1925(b) statement was entered on February 11, 2019, along with the Prothonotary noting that copies were mailed to Wife and Husband’s counsel on that same day. Wife concedes as much in her reply brief, instead blaming her failure to file a statement on her lack of having counsel. ***See*** Wife’s Reply Brief, at 7-9. “[A]lthough this Court is willing to construe liberally materials filed by a *pro se* litigant, *pro se* status generally confers no special benefits upon an appellant.” ***Commonwealth v. Lyon***, 833 A.2d 245, 251-52 (Pa. Super. 2003) (citation omitted). “Accordingly, a *pro se* litigant must comply with the procedural rules set forth in the Pennsylvania Rules of Court.” ***Id.*** As a result, by failing to file a

Pa.R.A.P. 1925(b) statement, as required by the trial court's order, Wife's claims on appeal are waived.

Even if her claims were preserved, we would find that the trial court did not abuse its discretion in denying Wife's petition.<sup>1</sup> As she did at the hearing, Wife claims that her assent to the settlement agreement was the product of duress. Our Supreme Court has defined duress as follows:

[T]hat degree of restraint or danger, either actually inflicted or threatened and impending, which is sufficient in severity or apprehension to overcome the mind of a person of ordinary firmness.... The quality of firmness is assumed to exist in every person competent to contract, unless it appears that by reason of old age or other sufficient cause he is weak or infirm.... Where persons deal with each other on equal terms and at arm's length, there is a presumption that the person alleging duress possesses ordinary firmness.... Moreover, in the absence of threats of actual bodily harm there can be no duress where the contracting party is free to consult with counsel....

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<sup>1</sup> The following standard of review would apply to Wife's claims:

The determination of marital property rights through prenuptial, post[-]nuptial and settlement agreements has long been permitted, and even encouraged. Both prenuptial and post-nuptial agreements are contracts and are governed by contract law. Moreover, a court's order upholding the agreement in divorce proceedings is subject to an abuse of discretion or error of law standard of review. An abuse of discretion is not lightly found, as it requires clear and convincing evidence that the trial court misapplied the law or failed to follow proper legal procedures. We will not usurp the trial court's factfinding function.

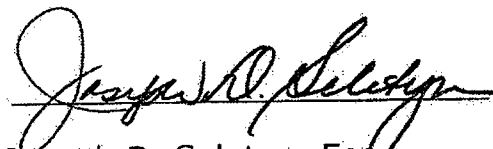
***Paroly v. Paroly***, 876 A.2d 1061, 1063 (Pa. Super. 2005) (internal quotation marks, brackets, and citations omitted).

***Degenhardt v. Dillon Co.***, 669 A.2d 946, 950 (Pa. 1996) (quotation omitted).

At the hearing, Wife testified that she was particularly stressed the morning of the conference and became more so as the conference progressed. Eventually, Wife conceded, she signed the agreement, testifying that she would have been willing to sign anything to get out of the conference. Moreover, much of Wife's testimony concerning duress was contrasted by the master, who testified that there was no undue coercion or duress applied toward Wife in order to get her to agree to the divorce settlement. Based on this, the trial court determined that Wife had not met her burden of proving that she should not be bound to the agreement due to duress, and Wife does not point us to any facts that would compel us to disturb the trial court's factual determination.

Order affirmed.

Judgment Entered.

A handwritten signature in black ink, appearing to read "Joseph D. Seletyn", written over a horizontal line.

Joseph D. Seletyn, Esq.  
Prothonotary

Date: 8/16/2019



## Superior Court of Pennsylvania

Western District

Joseph D. Seletyn, Esq.  
Prothonotary  
Nicholas V. Corsetti, Esq.  
Deputy Prothonotary

310 Grant Street, Suite 600  
Pittsburgh, PA 15219-2297  
(412) 565-7592

[www.pacourts.us/courts/superior-court](http://www.pacourts.us/courts/superior-court)

October 24, 2019

Marcia Croce  
342 Snyder Lane  
Blairsville, PA 15717

RE: Croce, L. v. Croce, M.  
No. 206 WDA 2019  
Trial Court Docket No: 11499 CD 2015

Dear Marcia Croce:

Enclosed please find a copy of an order dated October 24, 2019 entered in the above-captioned matter.

Very truly yours,

Nicholas V. Corsetti, Esq.  
Deputy Prothonotary

/smc

Enclosure

cc: The Honorable William J. Martin, President Judge  
Michelle Lynn Tokarsky, Esq.

Appellant

PER CURIAM



## Supreme Court of Pennsylvania

Western District

John A. Vaskov, Esq.  
Deputy Prothonotary  
Patricia A. Nicola  
Chief Clerk

801 City-County Building  
414 Grant Street  
Pittsburgh, PA 15219  
(412) 565-2816  
[www.pacourts.us](http://www.pacourts.us)

May 6, 2020

Marcia Croce  
342 Snyder Lane  
Blairsville, PA 15717

RE: Croce, L. v. Croce, M., Pet.  
No. 417 WAL 2019  
Lower Appellate Court Docket No: 206 WDA 2019  
Trial Court Docket No: 11499 CD 2015

Dear Marcia Croce:

Enclosed please find a certified copy of an order dated May 6, 2020 entered in the above-captioned matter.

Very truly yours,  
Office of the Prothonotary

/s/

Enclosure

cc: The Honorable William J. Martin, President Judge  
Michelle Lynn Tokarsky, Esq.

IN THE SUPREME COURT OF PENNSYLVANIA  
WESTERN DISTRICT

LORIN A. CROCE,

Respondent

v.

MARCIA CROCE,

Petitioner

No. 417 WAL 2019

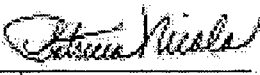
Petition for Allowance of Appeal  
from the Order of the Superior Court

ORDER

PER CURIAM

**AND NOW**, this 6th day of May, 2020, the Petition for Allowance of Appeal, Motion for Leave to File Amended Complaint, and Memorandum of Law in Support are **DENIED**.

A True Copy Patricia Nicola  
As Of 05/06/2020

Attest:   
Chief Clerk  
Supreme Court of Pennsylvania





# Supreme Court of Pennsylvania

Western District

John A. Vaskov, Esq.  
Deputy Prothonotary  
Patricia A. Nicola  
Chief Clerk

801 City-County Building  
414 Grant Street  
Pittsburgh, PA 15219  
(412) 565-2816  
www.pacourts.us

June 8, 2020

Marcia Croce  
342 Snyder Lane  
Blairsville, PA 15717

RE: Croce, L. v. Croce, M., Pet.  
No. 417 WAL 2019  
Lower Appellate Court Docket No: 206 WDA 2019  
Trial Court Docket No: 11499 CD 2015

Dear Marcia Croce:

Enclosed please find a certified copy of an order dated June 8, 2020 entered in the above-captioned matter.

Very truly yours,  
Office of the Prothonotary

/s/

Enclosure

cc: The Honorable William J. Martin, President Judge  
Michelle Lynn Tokarsky, Esq.

San

IN THE SUPREME COURT OF PENNSYLVANIA  
WESTERN DISTRICT

LORIN A. CROCE,

Respondent

v.

MARCIA CROCE,

Petitioner

: No. 417 WAL 2019

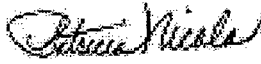
: Application for Reconsideration

ORDER

PER CURIAM

AND NOW, this 8<sup>th</sup> day of June, the Application for Reconsideration is denied.

A True Copy Patricia Nicola  
As Of 06/08/2020

Attest:   
Chief Clerk  
Supreme Court of Pennsylvania

## **Marcia Croce**

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**From:** Charles Himmelreich <chimmelreich@wpalaw.org>  
**Sent:** Thursday, November 29, 2018 8:12 PM  
**To:** Marcia Croce  
**Subject:** Re: Response from the bank - denial

The banks attorney called and said that the bank decided not to accept your proposal and they are moving forward with the ejectment action. They would like you out of the house as soon as possible.

The attorney told me that he previously spoke with you and you acknowledged that you could not pay the mortgage. The attorney also said that he spoke with your neighbor who wanted to purchase the house and rent it back to you, but he said that the price your neighbor offered is too low.

The attorney said you have had notice since the original complaint was filed and participated in the process and you were part of multiple bankruptcy filings. At this point the bank wants to recover the property and sell it.

I will call you in the morning to discuss this further, but I wanted to let you know right away that the bank does not want to rent the property and did not accept your proposal.

Again, we can talk in the morning.

Attorney Himmelreich

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LOCAL TITLE: SOCIAL WORK NOTE

STANDARD TITLE: SOCIAL WORK NOTE

DATE OF NOTE: NOV 30, 2018@08:41 ENTRY DATE: NOV 30, 2018@08:41:29

AUTHOR: COLELLO, CARLA DENEEN EXP COSIGNER:

URGENCY:

STATUS: COMPLETED

SUBJECT: Calls from Veteran

This CBOC LCSW received two calls from Veteran this morning. She states that she got an "email" last evening telling her that the bank is going forward with her eviction and is not willing to accept her proposal. She states that her negotiation for her divorce and finances is today at 9:00am and she feels that this could not have come at a worse time. Veteran states she is "trying to keep things together" so that she can think clearly about her hearing. This CBOC LCSW offered her support and reassurance. Encouraged her to take one day at a time and that things will work out. Veteran states that she spoke to "Zack" and notified him about the email. Veteran states that she did not get a formal notice of eviction yet.

/es/ CARLA DENEEN COLELLO

LCSW

Signed: 11/30/2018 08:46

PATIENT NAME AND ADDRESS (Mechanical Imprinting, if available)

CROCE, MARCIA

342 SNYDER LANE

BLAIRSVILLE, PENNSYLVANIA 15717

DOB: 01/13/1960

VISTA Electronic Medical Documentation

Printed at H. JOHN HEINZ III VAMC

Dear Judge Martin,

I am writing you this letter regarding the meeting on Friday, November 30<sup>th</sup>, 2018 to try to settle a divorce between Lorin Croce and myself.

I am going to start by saying that I was not happy how this preceding went down. As you well know already, I am going to continue to fight for justice for low income women who I feel are really getting a raw deal in the Indiana County court system of Pa. Let's start with the fact that I am a person who has no attorney. I have struggled with finding an attorney who could handle my case, and no one would. There is no Pro Bono for women in Indiana County and the Indiana County lawyers wanted money upfront and that was money I did not have. I did try to get lawyers from other areas, but they too either wanted money or did not practice law in Indiana county. So, I went into this hearing without a attorney present. Never in this session was I ask if I wanted to waive my rights to a attorney. This ended up being a fast pace session where I felt that I was being maneuvered the whole time. Seeing I have no background as a lawyer and the two people Mr. Simon and Ms. Tokarsky do this for a living, I feel that they were trying to settle this out right there and then as quickly as they could and that there was not a chance that we would move to a hearing. In fact, I knew that neither wanted a trial. On the phone before going to the hearing I talked to Mr. Simon, and I was told by Mr. Simon that I had to waive my rights to an attorney but was never ask that question. Things were very cordial when things were going everyone's way. We got along great. But when I didn't agree with certain aspects or I was dragging things along things the mood turned in the other direction. In fact, I felt like I was being bullied and getting hollard at. I said that a couple times during this session by the way. I said that a couple times because that is how I felt, and I did voice that. At one point, Ms. Tokarsky got out of her seat like she had had enough, and we were going to trial, saying I just stepped the process back. I can't remember the exact words, but it was in disgust. Then they started to use the scare tactic of how horrible a trial would be. Both ganging up on this subject. And every time I had an answer for them, they would come up with something different. That was a horrible experience and since I am not a lawyer and did not know the law myself that put me in a position where I could have done myself damage seeing I didn't know the law, which would be unjust. By the way I did want to consult someone on this matter and I know I said several times I wanted to have time to have a person look it over. But they were in a rush to get it done that day and gave me an excuse of why I couldn't do that. That is not right. I really felt like a person being beaten down and they were not going to let me leave. I did feel bullied and I did feel pressured. I should have had time to consult with someone to see if this was fair to me. Again, keep in mind no one

wanted to be my lawyer, I had no one to represent me going up against two lawyers who knew the law. I held my ground on what I felt was fair and right for me, but that doesn't mean it was since I am not a lawyer. They were also acting like if I took this to a trial this would turn out devastating for me. They were playing off each other. I am not that stupid not to know that.

Then I did feel discrimination happen during this session. I had a really bad issue with Mr. Simon suddenly bringing up President Trump into the picture and he was saying it with anger. That concerned me greatly. I am a Trump supporter. In fact, from that point on I felt this would be bias and I started to get very scared, angry and upset inside. Here is the issue with that. Anyone can look up a Facebook page and it is well known that I supported Trump. To have Trump brought up blew my mind. Never should that have happened.

Then everything was in a big rush to get done. This was more Ms. Tokarsky putting the pressure on here. I told her a couple times I wanted my friend to look this over and she had an excuse every time. They both seemed to be of the mind frame to get the divorce done and over no matter what. Again, no one wants this divorce more than me, but I want it to be fair and just to me for the twenty-five years I dedicated to this marriage and the fact I help build the businesses.

Here is the issue if you are a woman like me going in without a lawyer here is everything against us.

1. Anything that happened in that room will be your word against the Master (Mr. Simon) and the lawyer (Ms. Tokarsky). There is nothing in that room to back up the story of the women who are not being represented by a lawyer. There is no safeguard for us. And I am saying right now I felt very pressured and bullied during this. Sure, we had good talk moments, but that was if I did not create tension by questioning or challenging what they were saying. The moment I did that it turned ugly and again being in abusive relationship that disturbed me and made me anxious. There has got to be evidence of what was happening in that room especially when the party is by herself as I was. No one can collaborate my story on how things were being said and done. On top of that I and others in my situation should be at least granted 72 hours to have someone look it over, even if it was a friend or relative or catch something ourselves that we want added

2. Nothing political should be brought into the mix. Why was Trumps name brought up? Mr. Simon seemed very agitated at that point. From that point on I looked at this as a bias experience. There was pressure and there was bullying in words and making me feel I was being unreasonable in which that was far from it.

3. There must be time given to the person who doesn't have a lawyer to have the time to look over the documents. Also, they did stick wording in the agreement that was mixed in with things we agreed to but the with the wording was giving exception to what we agreed to. In other words, I never agreed to it and it was slipped in without discussing it.

4. I even questioned at the end about the last paragraph being coerced or feeling pressured. I felt that I had to sign it, or I was going to have to go another round with them again. You must remember the mindset. First, I have no lawyer. I was very upset about that, then after all I have been through in your justice system, I feel I am never going to stand a chance of getting a fair hearing. In fact, I told Mr. Simon I was going to request moving the trial out of Indiana County because I feel I am getting such a raw deal with no regard to women who are of low income. I was not in my best mindset entering this hearing. Lastly, I really thought we were not going to move that fast. In fact, at another point Mr. Simon lost it because he told me I already explain this to you on the phone. At that point during this meeting, he should have really realized I was not grasping what was happening. Mr. Simon said it very sternly and was making me feel stupid, just like my husband would do to me.

Let me tell you the issue of money was brought up so much as a scare tactic. This was just wrong! Scaring a woman who is going to be homeless and has no money telling her to fight in a trial, it will cost a lot. Just wrong. So you want to manipulate her by using that so she will agree to anything even though you know it is wrong. What kind of justice is that? Again, I was told that I would have to waive my rights to a lawyer which never happened, I wanted a lawyer but could not get one. I have said all along I want a lawyer. And again, when I did receive the final papers to sign there were things in there that we didn't discuss that should have been but were not, by that time I was drained and feeling pressured to signing something that I feel should have been looked over by someone else.

The reason for this letter soon after this hearing is because I do know I signed this agreement and said I was not forced but that was a lie told because of that same reason. I felt pressured and forced to sign

that paper. I do feel I was manipulated, I was bullied, and I was pressured into ending this marriage that day. Not that I didn't want to end the marriage because I do. But I needed to know the agreement was just and fair to me and I was not given that chance. I was also very upset I had to face my husband and just wanted out of there. In fact, as for as little time as we spent together in this hearing, he laid into me and pointed his finger at me and said you are not to talk to me in which brought back memories of abuse and control. I was never told not to talk to him. I feel this man will never pay me what was agreed to. That is the main reason I write this. I don't believe I was safeguarded in this and the next day I had that revelation. There really is no safeguard for me. But the fact is there are many safeguards for him. And that is wrong because if I had access to a lawyer then my rights would be protected. Being the unethical person that he is I am sure that he will not follow this agreement or do something underhanded, so he doesn't have to pay. By the way I question this during this hearing and they made it seem like it will be fine. But I really doubt that.

This whole meeting was unethical from me not having a lawyer to represent me, from the lawyers playing off each other to get this wrapped up in one day, from them manipulating and talking fast about things in the agreement, from bringing up Trump and getting theatrical about how horrible a trial would be for me. It was not right I know it, they know it and now you know it.

In the future if something should happen you know that this is how I felt. I felt this the moment I left the courthouse, but I wanted to take the time to write this. I wanted to make sure I wrote this out correctly and included what I had to say.

I want to make sure I get the money that is due me and I don't feel that will happen due to how the agreement is written, but I also feel that my rights were violated in this hearing especially since I felt I was pressured to get it done that day. I really wanted someone to look at it and again that was shot down and so is the fact I never waived my right to not have a lawyer present. I was representing myself, but I would have taken that to someone to have it looked over.

Lastly, I have no ill will towards Mr. Simon and Ms. Tokarsky except for the fact of how this was handled. I do think there was pressure, manipulation, and they were both getting upset when I challenge issues. When you come from being someone that was abused, them getting upset was making me anxious and upset. I think there was no regards to my rights in the fact that I should have been given at least 72



hours to think about everything seeing I am not a lawyer. Why wouldn't they do that if they felt this was a fair agreement? You need to ask yourself that question. This agreement should not have been pushed on me. And my biggest issue is who else is this happening to that cannot afford lawyers to represent them? This is wrong on an ethical level.

We will see how this plays out, but I have a bad feeling about this so hence the letter to you to safeguard myself when he does something underhanded to not pay me. Also, to alert you and Mr. Simon and Ms. Tokarsky on the issue of this. This is bad and there needs to be safeguards for the low-income person who has no one to go into this kind of scenario. I am letting everyone know this was wrong.

Again, I am going to work to change this so low-income people do not go through this kind of experience being taken advantage of because of no legal help and being manipulated because they don't know the law and are at a very bad disadvantage. Really sad when the unethical person who stole everything can afford the lawyer to be on their side and protect their unethical ways.

This is by a way a complaint that I am filing with you since you are the President Judge of Indiana County.

Sincerely yours;

*Marcia Ann Croce* 12/5/2018

Marcia Ann Croce

*STATE OF PENNSYLVANIA  
County of Indiana*

*Subscribed and Sworn to before me  
this 5<sup>th</sup> day of December 2018*

*Duree A. Scribe*

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Duree A. Scribe, Notary Public  
Blairsville Boro, Indiana County

My Commission Expires April 23, 2020

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

cc: Matthew Simon

cc: Michelle Tokarsky