

# Northampton County Reporter

(USPS 395-280)

VOL. LIX

EASTON, PA February 11, 2016

NO. 6

**N.B.S., Plaintiff v. A.S., Defendant**

**(Due to the length of this opinion, the first half of this opinion was printed  
the week of 2/4/16, the remaining half appears in this issue.)**

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**INSERT:** Pink: 1. “On Your Feet!”  
2. 2016 Calendar  
3. Quarterly Association Meeting  
4. 2016 Bench Bar Conference

### **NOTICE TO THE BAR...**

Quarterly Association Meeting – March 10, 2016  
Registration form inside.

\* \* \* \* \*

Due to various changes to the 2016 Court Calendar, the calendar has been revised and reprinted. New calendars are available in the Court Administrator’s Office.

If you have any questions, please call the Court Administrator’s Office at (610) 559-6700.

**NORTHAMPTON COUNTY BAR ASSOCIATION  
2016 BAR ASSOCIATION OFFICERS**

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*Northampton County Reporter*  
**Attorney Referral & Information Service**  
**155 South Ninth Street, P.O. Box 4733**  
**Easton, PA 18042**  
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**E-mail: [ncba@norcobar.org](mailto:ncba@norcobar.org)**  
**PBA (800) 932-0311—PBI (800) 932-4637**  
**BAR ASSOCIATION STAFF**

Mary Beth Leeson .....Executive Director  
Patti A. Gober .....Accounting  
Heather Rizzotto-Stefanik ..... Legal Journal  
Christen T. Borso .....Attorney Referral  
Deborah J. Flanagan .....Attorney Referral

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The Northampton County Reporter will be published every Thursday by the Northampton County Bar Association, 155 South Ninth St., Easton, PA 18042-4399. All legal notices relating to the business of the county, are required by rule of Court, to be published in this Journal. All legal notices must be submitted in typewritten form and are published exactly as submitted by the advertiser. Neither the Law Reporter nor the printer will assume any responsibility to edit, make spelling corrections, eliminate errors in grammar or make any changes to content.

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Edward P. Shaughnessy, Esquire  
Editor

## **NOTICE TO NCBA MEMBERS – BAR NEWS**

### **2016 Committees**

Committee Preference Forms were mailed to members in December. Please complete and return your form to the NCBA Office. Committees are forming and will be scheduling committee meetings soon. If we do not receive the 2016 form you will not be included on the committee.

### **2016 Member Directories – Information Deadline February 15, 2016**

The deadline to submit contact information for the 2016 Directories is February 15, 2016. Any information submitted after that date will not be included in the new directory.

### **Save the Dates**

**“On Your Feet”** – Broadway in NY

Saturday, May 7, 2016

Registration form inside.

### **Summer Outing**

Thursday, July 21, 2016

### ***2016 Bench Bar Conference***

October 6-8, 2016

Hyatt Regency, Chesapeake Bay Golf Resort, Spa and Marina  
Cambridge, Maryland

Anyone can catch your eye, but it takes someone special to catch your heart.  
~ Author Unknown

**ESTATE AND TRUST NOTICES**

Notice is hereby given that, in the estates of the decedents set forth below, the Register of Wills has granted letters testamentary or of administration to the persons named. Notice is also hereby given of the existence of the trusts of the deceased settlors set forth below for whom no personal representatives have been appointed within 90 days of death. All persons having claims or demands against said estates or trusts are requested to make known the same, and all persons indebted to said estates or trusts are requested to make payment, without delay, to the executors or administrators or trustees or to their attorneys named below.

**FIRST PUBLICATION****DICKERT, HELEN E.,** dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Executrix: Shannon L. Eby c/o Bradford D. Wagner, Esquire, 662 Main Street, Hellertown, PA 18055-1726

Attorney: Bradford D. Wagner, Esquire, 662 Main Street, Hellertown, PA 18055-1726

**LEWIS, THOMAS J. a/k/a THOMAS JOSEPH LEWIS a/k/a THOMAS J. LEWIS, SR.,** dec'd.

Late of Bethlehem, Northampton County, PA

Executor: Joseph A. Lewis c/o William W. Matz, Jr., Esquire, 211 W. Broad Street, Bethlehem, PA 18018-5517

Attorney: William W. Matz, Jr., Esquire, 211 W. Broad Street, Bethlehem, PA 18018-5517

**LYNN, DAVID G.,** dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executor: David J. Lynn c/o Kevin F. Danyi, Esquire, JD, LLM, Danyi Law Offices, P.C., 133 East Broad Street, Bethlehem, PA 18018

Attorneys: Kevin F. Danyi, Esquire, JD, LLM, Danyi Law Offices, P.C., 133 East Broad Street, Bethlehem, PA 18018

**MANARINO, EMILIO a/k/a EMILIO J. MANARINO,** dec'd.

Late of Northampton County, PA  
Executrix: Martha Manarino c/o Stephen M. Mowrey, Esquire, 4501 Bath Pike, Bethlehem, PA 18017

Attorney: Stephen M. Mowrey, Esquire, 4501 Bath Pike, Bethlehem, PA 18017

**PHARO, DONALD N.,** dec'd.

Late of Nazareth, Northampton County, PA

Executor: Donald A. Pharo c/o Paul A. Florenz, Esquire, Kolb, Vasiliadis and Florenz, LLC, 60 West Broad Street, Ste. 303, Bethlehem, PA 18018-5721

Attorneys: Paul A. Florenz, Esquire, Kolb, Vasiliadis and Florenz, LLC, 60 W. Broad St., Ste. 303, Bethlehem, PA 18018-5721

**SCHAFER, ROBERT B.,** dec'd.

Late of the Township of Allen, Northampton County, PA

Executor: James R. Schaffer c/o Todd H. Lahr, Esquire, Lahr & Lahr Law Offices, 3570 Hamilton Blvd., Suite 303, Allentown, PA 18103-4513

Attorneys: Todd H. Lahr, Esquire, Lahr & Lahr Law Offices, 3570 Hamilton Blvd., Suite 303, Allentown, PA 18103-4513

**STROHL, NANCY E.,** dec'd.

Late of the Township of Williams,  
Northampton County, PA

Co-Executrices: Margaret S.  
Grube a/k/a Margaret S.  
Guadagnino and Mary E. Vogt  
c/o Bradford D. Wagner, Esquire,  
662 Main Street, Hellertown, PA  
18055-1726

Attorney: Bradford D. Wagner,  
Esquire, 662 Main Street, Heller-  
town, PA 18055-1726

**TIGNER, JOYCE A.,** dec'd.

Late of Bethlehem Township,  
Northampton County, PA

Executrix: Fenella Tigner, 1703  
Cliff St., Apt. 1L, Union City, NJ  
07087

Attorney: Steven B. Molder,  
Esquire, 904 Lehigh Street,  
Easton, PA 18042

**VOIT, RALPH W.,** dec'd.

Late of the Township of Moore,  
Northampton County, PA

Executrix: Kathleen R. Giordano  
c/o Bradford D. Wagner, Esquire,  
662 Main Street, Hellertown, PA  
18055-1726

Attorney: Bradford D. Wagner,  
Esquire, 662 Main Street, Heller-  
town, PA 18055-1726

**SECOND PUBLICATION****AMORE, VIRGINIA E. a/k/a  
VIRGINIA ELAINE AMORE,**  
dec'd.

Late of East Allen Township,  
Northampton County, PA

Executors: Gregg S. Amore, 6821  
Steuben Road, Nazareth, PA  
18064-9755, Donna Cherie  
Amore Shuman, 1808 Cherry  
Avenue, Easton, PA 18040-8150  
and Melanie K. Rummerfield,  
546 Barrymore Street, Phillips-  
burg, NJ 08865-1418

Attorneys: Peters, Moritz, Peischl,  
Zulick, Landes & Brienza, LLP,  
1 South Main Street, Nazareth,  
PA 18064-2083

**BALL, LEON RUSSELL,** dec'd.

Late of the Borough of Pen Argyl,  
Northampton County, PA

Executrix: Susan M. Miller c/o  
George M. Vasiliadis, Esquire,  
Vasiliadis & Associates, 2551  
Baglyos Circle, Suite A-14,  
Bethlehem, PA 18020

Attorneys: George M. Vasiliadis,  
Esquire, Vasiliadis & Associates,  
2551 Baglyos Circle, Suite A-14,  
Bethlehem, PA 18020

**BARBARO, ANTHONY V., SR.  
a/k/a ANTHONY BARBARO,**  
dec'd.

Late of the City of Bethlehem,  
Northampton County, PA

Administratrix: Ginamarie  
Bysher, 505 Lansford Courts,  
Lansford, PA 18232

Attorney: Joseph J. Velitsky,  
Esquire, 49 East Ludlow Street,  
Summit Hill, PA 18250

**BICKLEY, JOSEPH R.,** dec'd.

Late of Nazareth, Northampton  
County, PA

Executrix: Mrs. Mary Ann  
Bickley

Attorneys: John D. Lychak,  
Esquire, Law Offices of John D.  
Lychak, P.C., 60 W. Broad Street,  
Suite 98, Bethlehem, PA 18018

**BREHM, MARY JANE,** dec'd.

Late of the City of Bethlehem,  
Northampton County, PA

Executrices: Mary Ellen Brehm  
Raposa and Maureen Elizabeth  
Brehm c/o Vaughn A. Terrinoni,  
Esquire, 3976 Township Line  
Road, Bethlehem, PA 18020

Attorney: Vaughn A. Terrinoni,  
Esquire, 3976 Township Line  
Road, Bethlehem, PA 18020

**BREY, DORIS G. a/k/a DORIS****BREY**, dec'd.Late of the Borough of Wind Gap,  
Northampton County, PAExecutrix: Kathleen M. Hinton  
a/k/a Kathleen Hinton, 630  
Washington Street, Wind Gap,  
PA 18091Attorneys: Ronold J. Karasek,  
Esquire, Karasek Law Offices,  
LLC, 641 Market Street, Bangor,  
PA 18013**D'ERRICO, VINCENT B.**, dec'd.Late of the Township of Bushkill,  
Northampton County, PAExecutors: Dominique Zadok  
and Don Zadok c/o Alfred S.  
Pierce, Esquire, Pierce & Steirer,  
LLC, 124 Belvidere Street,  
Nazareth, PA 18064Attorneys: Alfred S. Pierce,  
Esquire, Pierce & Steirer, LLC,  
124 Belvidere Street, Nazareth,  
PA 18064**FINKBEINER, WALTER O.**, dec'd.Late of the Borough of Heller-  
town, Northampton County, PA  
Co-Executors: Walter E.  
Finkbeiner and Wayne J.  
Finkbeiner c/o Bradford D.  
Wagner, Esquire, 662 Main  
Street, Hellertown, PA 18055-  
1726Attorney: Bradford D. Wagner,  
Esquire, 662 Main Street, Heller-  
town, PA 18055-1726**FRANKENFIELD, EDNA J.**, dec'd.Late of Bethlehem, Northampton  
County, PATrustee: Beverly A. Clause, 3515  
Gun Club Road, Nazareth, PA  
18064Attorney: William S. Ravenell,  
Esquire, 166 Allendale Road,  
King of Prussia, PA 19406**GLOVAS, STEPHEN M.**, dec'd.Late of the City of Bethlehem,  
Northampton County, PACo-Executors: Geralyn M. Miller  
a/k/a Geralyn M. Kasman-  
Miller and Gregory S. Glovas c/o  
Robert C. Brown, Jr., Esquire,  
Fox, Oldt & Brown, 940 West  
Lafayette Street, Suite 100,  
Easton, PA 18042-1412Attorneys: Robert C. Brown, Jr.,  
Esquire, Fox, Oldt & Brown, 940  
West Lafayette Street, Suite 100,  
Easton, PA 18042-1412**HRKACH, NANCY J. a/k/a NANCY  
JEAN HRKACH**, dec'd.Late of Bethlehem, Northampton  
County, PAExecutrix: Susan J. Gradney c/o  
William W. Matz, Jr., Esquire,  
211 W. Broad Street, Bethlehem,  
PA 18018-5517Attorney: William W. Matz, Jr.,  
Esquire, 211 W. Broad Street,  
Bethlehem, PA 18018-5517**KENNEDY, KATHRYN I.**, dec'd.Late of the Township of Wash-  
ington, Northampton County, PA  
Executor: William R. Kennedy  
c/o Dionysios C. Pappas,  
Esquire, Vasiliadis & Associates,  
2551 Baglyos Circle, Suite A-14,  
Bethlehem, PA 18020Attorneys: Dionysios C. Pappas,  
Esquire, Vasiliadis & Associates,  
2551 Baglyos Circle, Suite A-14,  
Bethlehem, PA 18020**MARINO, FRANK P. a/k/a FRANK  
PAUL MARINO a/k/a FRANK  
MARINO**, dec'd.Late of Bethlehem, Northampton  
County, PAExecutrix: Janine L. Kish c/o  
Michael E. Riskin, Esquire,  
Riskin and Riskin, 18 E. Market

St., P.O. Box 1446, Bethlehem, PA 18016-1446

Attorneys: Michael E. Riskin, Esquire, Riskin and Riskin, 18 East Market Street, P.O. Box 1446, Bethlehem, PA 18016-1446

**NAGEL, HARRIET**, dec'd.

Late of the City of Easton, Northampton County, PA

Administrator: Michael D. Recchiuti, Esquire, 1502 Center Street, Suite 202, Bethlehem, PA 18018

Attorney: Michael D. Recchiuti, Esquire, 1502 Center Street, Suite 202, Bethlehem, PA 18018

**ROBERT, MIRIAM GIBERT a/k/a MIRIAM G. ROBERT**, dec'd.

Late of Bethlehem, Northampton County, PA

Executor: Maury G. Robert c/o Sarah M. Andrew, Esquire, Schoffstall Elder Law, 2987 Corporate Court, Suite 200, Orefield, PA 18069

Attorneys: Sarah M. Andrew, Esquire, Schoffstall Elder Law, 2987 Corporate Court, Suite 200, Orefield, PA 18069

**SEPULVEDA, DIANA J.**, dec'd.

Late of Easton, Northampton County, PA

Administratrix: Michelle D. Rodas c/o Jamie L. Zadra, Esquire, Duffy & Partners, 1650 Market St., 55th Fl., Philadelphia, PA 19103

Attorneys: Jamie L. Zadra, Esquire, Duffy & Partners, 1650 Market St., 55th Fl., Philadelphia, PA 19103

**STANA, JOHN S.**, dec'd.

Late of the Township of Bethlehem, Northampton County, PA

Executors: John J. Stana and Annette Maurer c/o Theresa Hogan, Esquire, Attorney-at-Law, 340 Spring Garden Street, Easton, PA 18042

Attorney: Theresa Hogan, Esquire, Attorney-at-Law, 340 Spring Garden Street, Easton, PA 18042

**STUDENT, ANTHONY**, dec'd.

Late of Northampton, Northampton County, PA

Administratrix: Janet Student, 187 West 28th Street, Northampton, PA 18067

Attorney: Joseph R. Baranko, Jr., Esquire, 67 North Church Street, Hazleton, PA 18201

**WARGO, BETTY JEAN a/k/a BETTY J. WARGO**, dec'd.

Late of the City of Bethlehem, Northampton County, PA

Executor: Perry H. Wargo c/o Richard J. Haber, Esquire, 150 West Macada Road, Bethlehem, PA 18017

Attorney: Richard J. Haber, Esquire, 150 West Macada Road, Bethlehem, PA 18017

**THIRD PUBLICATION**

**COCOZZIELLO, MARIE J.**, dec'd.

Late of the Borough of Hellertown, Northampton County, PA

Administratrix: Andrea M. Geroldi c/o Robert C. Brown, Jr., Esquire, Fox, Oldt & Brown, 940 West Lafayette Street, Suite 100, Easton, PA 18042-1412

Attorneys: Robert C. Brown, Jr., Esquire, Fox, Oldt & Brown, 940 West Lafayette Street, Suite 100, Easton, PA 18042-1412

**DIETZ, ELSIE A. a/k/a ISABELLA A. DIETZ**, dec'd.

Late of the Township of Upper Nazareth, Northampton County, PA



Executrix: Cheryl Lynn Dietz-Kress a/k/a Cheryl Kress, 1148 Jacobsburg Road, Wind Gap, PA 18081

Attorneys: Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064

**EBERHARDT, STELLA a/k/a STELLA R. EBERHARDT,** dec'd.

Late of Northampton, Northampton County, PA

Co-Executrices: Jeanne E. Grove, Rosemary A. Cerimele, Kathleen Plotsko and Jo Ann Hartman c/o Noonan & Prokup, 526 Walnut St., Allentown, PA 18101

Attorneys: Noonan & Prokup, 526 Walnut St., Allentown, PA 18101

**GRAHAM, PHYLLIS N. a/k/a PHYLLIS NAUGLE GRAHAM,** dec'd.

Late of Bethlehem, Northampton County, PA

Administratrix: Sandra Graham c/o Bruce W. Weida, Esquire, 245 Main Street, Emmaus, PA 18049

Attorney: Bruce W. Weida, Esquire, 245 Main Street, Emmaus, PA 18049

**HECKMAN, JULIA M.,** dec'd.

Late of the Borough of Bath, Northampton County, PA

Executrix: Patricia A. Minnich, 3160 Applebutter Road, Danielsville, PA 18038

Attorneys: Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064-2083

**HEPPA, ANTOINETTE,** dec'd.

Late of Northampton, Northampton County, PA

Executrix: Carol Heppa, 1109 Interchange Rd., P.O. Box 640, Kresgeville, PA 18333

Attorney: Michael J. Garfield, Esquire, Rt. 903 Professional Bldg., P.O. Box 609, Albrightsville, PA 18210

**KLEINTOP, WANDA L.,** dec'd.

Late of the Township of Bushkill, Northampton County, PA

Executrix: Tamarah M. Roth  
Attorneys: Joseph J. Piperato, III, Esquire, Benner & Piperato, 2005 City Line Road, Suite 106, Bethlehem, PA 18017

**MOYER, CONSTANCE A.,** dec'd.

Late of the Township of Moore, Northampton County, PA

Executor: Robert L. Moyer, Jr., 1449 Main Street, Bath, PA 18014

Attorney: Daniel G. Spengler, Esquire, 110 East Main Street, Bath, PA 18014

**NOWIK, HELEN O.,** dec'd.

Late of Upper Nazareth Township, Northampton County, PA

Executor: Christopher J. Nowik c/o Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064-2083

Attorneys: Peters, Moritz, Peischl, Zulick, Landes & Brienza, LLP, 1 South Main Street, Nazareth, PA 18064-2083

**SENICH, ELAINE,** dec'd.

Late of the Township of Palmer, Northampton County, PA

Executor: Adrian Sinko c/o Daniel E. Cohen, Attorney, Seidel, Cohen, Hof & Reid, L.L.C., 3101 Emrick Blvd., Suite 205, Bethlehem, PA 18020



Attorneys: Daniel E. Cohen,  
Attorney, Seidel, Cohen, Hof &  
Reid, L.L.C., 3101 Emrick Blvd.,  
Suite 205, Bethlehem, PA 18020

**SMITH, ROBIN L. a/k/a ROBIN  
LORI SMITH**, dec'd.

Late of the City of Bethlehem,  
Northampton County, PA

Administrator: Robert S. Smith,  
Jr. c/o Bradford D. Wagner,  
Esquire, 662 Main Street, Heller-  
town, PA 18055-1726

Attorney: Bradford D. Wagner,  
Esquire, 662 Main Street, Heller-  
town, PA 18055-1726

**WILLIAMS, DONNA B.**, dec'd.

Late of the Township of Forks,  
Northampton County, PA

Administrator: David M. Williams  
c/o Theodore R. Lewis, Esquire,  
Lewis and Walters, 46 S. 4th  
Street, P.O. Box A, Easton, PA  
18044-2099

Attorneys: Theodore R. Lewis,  
Esquire, Lewis and Walters, 46  
S. 4th Street, P.O. Box A, Easton,  
PA 18044-2099

**WILLIAMS, MICHAEL R.**, dec'd.

Late of the Township of Forks,  
Northampton County, PA

Administrator: David M. Williams  
c/o Theodore R. Lewis, Esquire,  
Lewis and Walters, 46 S. 4th  
Street, P.O. Box A, Easton, PA  
18044-2099

Attorneys: Theodore R. Lewis,  
Esquire, Lewis and Walters, 46  
S. 4th Street, P.O. Box A, Easton,  
PA 18044-2099

**YOCUM, GERALDINE A. a/k/a  
GERALDINE YOCUM a/k/a  
GERALDINE C. YOCUM**, dec'd.

Late of Bethlehem, Northampton  
County, PA

Executor: Kenneth Yocum c/o  
Michael E. Riskin, Esquire,

Riskin and Riskin, 18 E. Market  
St., P.O. Box 1446, Bethlehem,  
PA 18016-1446

Attorneys: Michael E. Riskin,  
Esquire, Riskin and Riskin, 18  
East Market Street, P.O. Box  
1446, Bethlehem, PA 18016-  
1446

**NOTICE OF ANNUAL MEETING**

NOTICE IS HEREBY GIVEN that  
the Annual Meeting of the members  
of Nazareth Mutual Insurance  
Company will be held at the office of  
the Company, 114 South Main Street,  
Nazareth, Pennsylvania, on Saturday,  
March 12, 2016 at ten o'clock a.m.,  
local time, for:

1. Election of four directors, each  
to serve for a three-year term; and

2. The transaction of such other  
business as may properly come before  
the meeting.

3. Proxy ballots are available, may  
be obtained from the company by  
policyholder request and submitted  
prior to the above date.

John G. Abbott  
Chairman

Feb. 4, 11, 18

**NOTICE FOR CHANGE OF NAME**

NOTICE IS HEREBY GIVEN that  
on February 1, 2016, the Petition of  
Tagor Vojnovic was filed in Northamp-  
ton County Court of Common Pleas  
at No. C0048CV2016-777, seeking to  
change the name of Petitioner from  
Duke (Duc) Tagor Vojnovic a/k/a  
Tagora Vojnovic to Tagor Vojnovic.  
The Court has fixed Friday, April 1,  
2016 at 9:00 a.m., in courtroom #4  
at the Northampton County Court-  
house as the date for hearing of the  
Petition. All persons interested in the  
proposed change of name may appear  
and show cause, if any they have, why  
the prayer of the Petitioner should not  
be granted.

Feb. 11

**IN THE COURT OF  
COMMON PLEAS OF  
NORTHAMPTON COUNTY  
CIVIL DIVISION**

ATANOS MANAGEMENT, LLC  
Plaintiff

v.

EDUARDO LORENZO  
Defendant

**NO. C0048CV2015-9410**  
IMPORTANT NOTICE

TO: Eduardo Lorenzo

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights. [You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:]

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Attorney Referral &  
Information Service  
P.O. Box 4733  
Easton, PA 18043-4733  
(610) 258-6333

Feb. 11

**IN THE COURT OF COMMON  
PLEAS OF NORTHAMPTON  
COUNTY, PENNSYLVANIA  
FAMILY DIVISION—LAW**

IN DIVORCE  
FITZGERALD JOHNSON  
Plaintiff

vs.

CLAISHAWN TYLER,  
Defendant

**NO. C0048-CV-2016-203**

To: the Defendant Claishawn Tyler

The above-captioned action involves a proceeding against you in divorce alleging the marriage of the parties is irretrievably broken. It has been filed in the Court of Common Pleas of Northampton County to the above number and term on January 7, 2016.

**NOTICE TO DEFEND  
AND CLAIM RIGHTS**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take prompt action. You are warned that if you fail to do so, the case may proceed without you and a decree of divorce or annulment may be entered against you by the court. A judgment may also be entered against you for any other claim or relief requested in these papers by the plaintiff. You may lose money or property or other rights important to you, including custody or visitation of your children.

When the ground for the divorce is indignities or irretrievable breakdown of the marriage, you may request marriage counseling. A list of marriage counselors is available in the office of:

CLERK OF COURTS—  
CIVIL DIVISION  
Northampton County Courthouse  
669 Washington Street  
Easton, PA 18042  
(610) 559-3000

Plaintiff alleges that the parties separated on or about December 1993 and there is no property subject to equitable distribution and has filed a 3301(d) affidavit to that effect. Please take notice that if you do not file a counter-affidavit claiming alimony, division of property, attorney fees or expenses before a divorce decree is granted, you may lose the right to claim them.

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

NORTHAMPTON COUNTY  
BAR ASSOCIATION  
LAWYER REFERRAL SERVICE  
P.O. Box 4733  
Easton, PA 18043-4733  
Telephone (610) 258-6333

DAVID VAIDA, ESQUIRE  
Attorney for the Plaintiff

137 N. 5th St.  
Allentown, PA 18102  
(610) 433-1800  
dvaida@vaidalaw.com

Feb. 11

**ASSISTANT SOLICITOR—CITY OF BETHLEHEM**

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The eighth factor requires the Court to consider “[t]he attempts of a parent to turn the child against the other parent, except in cases of domestic violence where reasonable safety measures are necessary to protect the child from harm.” 23 Pa. C.S.A. §5328(a)(8). There was no evidence presented concerning this factor, and it is therefore not relevant to the Court’s decision.

The ninth factor requires the Court to consider “[w]hich party is more likely to maintain a loving, stable, consistent and nurturing relationship with the child adequate for the child’s emotional needs.” *Id.* §5328(a)(9). The Court believes that both Mother and Father are equally capable of maintaining a loving, stable, consistent, and nurturing relationship with Child. The parties testified that Child maintains a position of utmost importance in both of their lives. Accordingly, the Court will not weigh this factor in favor of either party.

The tenth factor requires the Court to consider “[w]hich party is more likely to attend to the daily physical, emotional, developmental, educational and special needs of the child.” *Id.* §5328(a)(10). The evidence established that each party has been invested in Child’s everyday needs. Child has no identifiable special needs regarding education or emotional care. As Father works full-time and Mother does not, Mother will have more free time at home with Child and appears to be in a position to more readily attend to Child’s daily physical and developmental needs. In addition, there was evidence presented regarding Father’s tendency to become preoccupied with work and to spend significant time on his computer or phone when in Child’s presence. While Father is certainly not to be faulted for his work ethic, the fact that Father’s work is a constant presence in his life suggests that he will be unable to attend to Child’s daily needs as easily as will Mother. Accordingly, the Court will weigh this factor slightly in favor of Mother.

The eleventh factor requires the Court to consider “[t]he proximity of the residences of the parties.” *Id.* §5328(a)(11). Mother’s Proposed Residence and Father’s Residence are approximately an hour and a half apart by car. Mother’s Residence and Father’s Residence are five minutes apart. As this factor is being analyzed in the context of a Petition to Relocate as well as a Complaint for Custody, the Court will examine the effect that a move to Mother’s Proposed Residence would have on Child. If Child were to move to Mother’s Proposed Residence, she would face multiple hours in the car when transferring between the parties. This appears to be a drastic increase from the current five-minute distance between the parties, and enduring such trips with regularity would more than likely become a chore or annoyance which Child would come to associate with visiting Father. With both parties residing in Bethlehem, Child can transfer between parents with ease, and each parent is able to remain involved in Child’s day-to-day life with minimal notice, planning, or travel. This arrangement



more readily allows for Child to receive the love and care of each parent on a consistent basis. Assuming for the sake of analysis that Mother's Proposed Residence is Child's residence, the Court will weigh this factor in favor of Father.

The twelfth factor requires the Court to consider "[e]ach party's availability to care for the child or ability to make appropriate child-care arrangements." *Id.* §5328(a)(12). The Court notes that "a parent's work schedule may not deprive that parent of custody if suitable arrangements are made for the child's care in his or her absence." *Gerber v. Gerber*, 337 Pa. Super. 580, 586, 487 A.2d 413, 416 (1985). If Child remains in Pennsylvania, she will remain enrolled in Lincoln Elementary School. Father's work schedule would allow him to drive Child to school in the morning. At the end of school, Child could remain in after-care until Father is available to pick her up. Paternal Grandmother could also assist with picking Child up and caring for her until Father returns home from work. If an urgent situation were to arise, Father's flexible work schedule would allow him to attend to Child's needs at any time. Father would also be available to care for Child when not working.

If Child relocates to New Jersey, Child could be transported to and from school by Maternal Grandmother until Mother is able to drive again. Mother and Maternal Grandmother do not work, and, thus, either could care for Child after school. If Mother does not relocate, she could continue walking Child to school. As it appears that each party is either available for or can make suitable arrangements for Child's care in any of the potential living arrangements, the Court will weigh this factor equally.

The thirteenth factor requires the Court to consider "[t]he level of conflict between the parties and the willingness and ability of the parties to cooperate with one another. A party's effort to protect a child from abuse by another party is not evidence of unwillingness or inability to cooperate with that party." 23 Pa. C.S.A. §5328(a)(13). The evidence presented in this case established that the parties have cooperated when it comes to Child's best interest. They were able to successfully navigate the system of partial custody in place during the summer of 2014. Though there was conflict between the parties throughout their marriage and the breakdown of their relationship, neither party has demonstrated an unwillingness to cooperate in pursuing Child's best interest. The majority of the conflict between the parties was directed from parent to parent and was not of any harm or import to Child. Therefore, the Court will weigh this factor equally.

The fourteenth relevant factor is "[t]he history of drug or alcohol abuse of a party or member of a party's household." *Id.* §5328(a)(14). There was no evidence presented that either party has a history of drug or alcohol abuse. Therefore, this factor is not relevant.

The fifteenth factor requires the Court to consider "[t]he mental and physical condition of a party or member of a party's household." *Id.* §5328(a)(15).

Neither party's physical condition presents any significant issues. Mother suffered a seizure, which rendered her incapable of driving, but she does not appear to be at risk of further episodes in the future. Since 2009, Mother's mental health has presented substantial difficulties. In 2009, Mother's therapy for depression and anxiety prompted her to pen two notes which cause the Court some unrest. In one, Mother speaks very negatively about herself, shows very little self-esteem, and appears to be saying farewell to her friends and family in anticipation of committing suicide. In the other, Mother addresses to Child what also reads as a suicide/farewell note. Though these notes were written some time ago, Mother continues to battle PTSD, anxiety, and depression. The Court cannot help but be concerned with Mother's mental health history and has some consternation about subjecting Child to the possibility of Mother revisiting such negative thoughts in the future. Mother has taken a daily regimen of prescription medications since the onset of her depression and anxiety in 2009, with additional medication being introduced following the development of her PTSD in 2013. However, it does not appear that Mother's use of these medications has been improper or irregular. Most importantly, Mother's prescription regimen has not hindered her ability to care for Child.

Father has also taken prescription drugs for anxiety in the past. However, as Father does not present any mental health concerns, and Mother's mental health history and current mental state give rise to some level of concern, the Court will weigh this factor in favor of Father.

Finally, in evaluating the best interest standard, the Court may consider "[a]ny other relevant factor." *Id.* §5328(a)(16). The Court does not find any such factor.

Turning to Mother's Petition to Relocate, the Court notes that "[t]he party proposing [a] relocation has the burden of establishing that the relocation will serve the best interest of the child as shown under" the factors enumerated in Section 5337(h) of the Domestic Relations Code. *Id.* §5337(i)(1). In addition, "[e]ach party has the burden of establishing the integrity of that party's motives in either seeking the relocation or seeking to prevent the relocation." *Id.* §5337(i)(2). In disposing of a relocation petition, the Domestic Relations Code requires the Court to consider ten factors, "giving weighted consideration to those factors which affect the safety of the child." *Id.* §5337(h).

First, the Court must consider "[t]he nature, quality, extent of involvement and duration of the child's relationship with the party proposing to relocate and with the nonrelocating party, siblings and other significant persons in the child's life." *Id.* §5337(h)(1). Child has had substantial contact with Mother's family in New Jersey. Paternal Grandmother has also been highly involved in Child's life. Mother and Father have each been devoted parents and have been integral in shaping Child's development to this point. The quality of Child's relationship with each party, which has been maintained despite the parties' difficult marriage, is to be applauded,

as is the parties' credible testimony regarding their mutual desire to continue to see Child thrive. It is clear that Father assumes responsibility for establishing order and discipline in Child's life, which appears to have contributed to her maturity and good behavior. It is equally clear that Mother is an extremely nurturing individual, which is reflected in Child's warmth and charm. In sum, each party has contributed to Child's well-being in meaningful ways. As such, the Court will not weigh this factor in favor of or against relocation.

Next, the Court must consider "[t]he age, developmental stage, needs of the child and the likely impact the relocation will have on the child's physical, educational and emotional development, taking into consideration any special needs of the child." *Id.* §5337(h)(2). As stated above, Child does not have any discernible special needs that would be impacted by relocation. Her basic educational needs, however, would be impacted by relocation. Child has attended Lincoln Elementary School while living in Pennsylvania, where she has excelled in the classroom and as a leader amongst her peers. In doing so, Child has been successful in first grade and has made friends who will be continuing in the same elementary school. Thus, relocation would remove Child from a school system to which she has become accustomed. It would require Child to enter an unfamiliar school system and make new school friends.

Child's cousin attends Mother's proposed school in New Jersey, and Child is aware of and receptive to the possibility of joining her. However, it is also clear that Child enjoys her current school and that it meets her educational and social needs. The fact that Child has only attended school in and has only lived permanently in Pennsylvania suggests that relocating would require a greater adjustment for Child than would remaining in Pennsylvania. As a result, the Court will weigh this factor against relocation.

Next, the Court must consider "[t]he feasibility of preserving the relationship between the nonrelocating party and the child through suitable custody arrangements, considering the logistics and financial circumstances of the parties." *Id.* §5337(h)(3). "An aspect of this determination is the degree to which the court can be confident that the custodial [parent] will comply cooperatively with alternate visitation arrangements which the move may necessitate." *Gruber v. Gruber*, 400 Pa. Super. 174, 185, 583 A.2d 434, 439 (1990). "[A] court's determination is not whether the alternative schedule would maintain the current level of the non-custodial parent's interaction with the children, but rather whether the substitute arrangements 'will foster adequately an ongoing relationship' between the non-custodial parent and the children." *Hogrelus v. Martin*, 950 A.2d 345, 352 (Pa. Super. 2008) (quoting *White v. White*, 437 Pa. Super. 446, 650 A.2d 110, 113 (1994)). "Thus, although an alternative custody schedule necessarily reduces the frequency of a parent's interaction with a child because

of the distance involved, relocation should not be denied for that reason alone.” *Id.*

The parties are each willing to cooperate in achieving a workable system of partial custody should relocation be granted. The evidence established that each party would allow the other to continue a loving relationship with Child. Despite this, the parties currently reside within minutes of each other. Were Child to relocate to New Jersey, the feasibility of Father maintaining his current relationship with Child would be significantly diminished because Child would no longer live near Father. Under Mother’s proposed custody schedule, Father would have custody of Child for half of Child’s summer break, and the parties would rotate, annually, Child’s Easter break and any of Child’s three-day weekends and holidays. Father would also have custody for two weekends per month.

The distance between Mother’s Proposed Residence and Father’s residence and Father’s full-time work schedule make it such that it would not be feasible for Father to easily visit Child outside of these proposed custodial periods.<sup>3</sup> Since the parties’ separation, Father has had physical custody for every other weekend and a mid-week dinner visit. The primary difficulty presented by an increase in distance between the parties is not a decrease in Father’s custodial time but a decrease in Father’s ability to maintain a constant physical presence in Child’s life and to be there for Child should an urgent situation arise. These things are possible under the parties’ current living arrangement. If Child relocates more than an hour away, Father will not be at liberty to pick up and move closer to Child because he has a stable and lucrative job which he would be unwise to part with. On the other hand, if Mother does not relocate and retains primary custody, Mother will be required to reside within close physical proximity to Father, making it less likely that Father’s relationship with Child would suffer.<sup>4</sup> Overall, Father’s relationship with Child will inevitably suffer in the event of relocation. As a result, the Court will weigh this factor against relocation.

The next factor requires the Court to consider “[t]he child’s preference, taking into consideration the age and maturity of the child.” 23 Pa. C.S.A. §5337(h)(4). For the same reasons as discussed in the best-interest analysis, the Court will not weigh this factor in favor of or against relocation.

Next, the Court must consider “[w]hether there is an established pattern of conduct of either party to promote or thwart the relationship of the child and the other party.” *Id.* §5337(h)(5). There is no evidence of such conduct in this case. Therefore, this factor is not relevant.

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<sup>3</sup> Further, given that Mother does not have a driver’s license, it would not be feasible for Mother to deliver Child to Father for such impromptu visits.

<sup>4</sup> Further, Mother would be free to visit her family during periods when Father is exercising partial physical custody.

Next, the Court must consider, “[w]hether the relocation will enhance the general quality of life for the party seeking the relocation [and for the child], including, but not limited to, financial or emotional benefit or educational opportunity.” *Id.* §5337(h)(6)-(7). A party desiring to relocate may “seek an improved physical environment in which to live and raise children.” *Gruber*, supra at 185, 583 A.2d at 439. Mother testified that she was not happy living in Bethlehem. She stated that the area made her feel isolated and alone, causing her to miss her family. This was corroborated by Maternal Grandparents and by Ms. P.

In weighing both sides, the Court has no doubt that Mother would be happier in New Jersey where her family resides. Thus, the Court finds that Mother would emotionally benefit from relocating with Child to New Jersey. The same cannot be said, however, of Child, who appears to be emotionally content in Pennsylvania. Further, there was no evidence which casts doubt on the Lehigh Valley area as a suitable area for the parties or for Child. Thus, the Court does not find either location to be an “improved physical environment in which to live and raise children.” *Id.* The evidence did not establish that New Jersey offers improved educational or financial prospects for Mother or for Child. To the contrary, Maternal Grandparents testified that they intend to continue to support Mother financially, which can occur in either Pennsylvania or New Jersey. As the statute permits the Court to take into account the emotional state of the relocating party in analyzing this factor, the Court will weigh this factor slightly in favor of relocation with regard to Mother but against relocation with regard to Child.

The next factor requires the Court to consider, “[t]he reasons and motivation of each party for seeking or opposing the relocation.” 23 Pa. C.S.A. §5337(h)(8). “The court must assure itself that the move is not motivated simply by a desire to frustrate the visitation rights of the non-custodial parent or to impede the development of a healthy, loving relationship between the child and the non-custodial parent.” *Gruber*, 583 A.2d at 439. The Court does not believe that the proposed relocation is motivated by Mother’s desire to frustrate the custodial rights of Father or to impede the growth of a healthy and loving relationship between Father and Child. Rather, Mother seeks to relocate because she wants to be close to her family in New Jersey and because she believes that Child would benefit from relocation. Likewise, there is no evidence that Father objects to the proposed relocation out of spite, jealousy, or ill-will directed at Mother. Rather, the record indicates that Father objects to the move because he loves his daughter and wants her to continue to live near him so that he can be intimately involved in her upbringing. This is demonstrated in the following exchange:

[Mr. Spadoni:] If the judge grants [relocation] ... is that  
a good thing?

[Father:] Absolutely not.

Q. Why is it not a good thing?

A. You know, [Child's] got one mother and one father, and I don't think that there is an ability for both mother and father to have an ongoing, meaningful, relationship with [Child] with that sort of distance apart. ... [Child's] thriving in Bethlehem ... [and] enjoys spending time with both parents. ... I'm established in Bethlehem[.] I'm involved in the community. I am able and willing to be a parent after school, before school, and I mean I've done that in the past.

(N.T., 1/12/2015, at 129:5-130:5.)

Turning to the reasons behind relocation, Mother has not offered any evidence that Child's well-being is not properly served in Bethlehem. Instead, much of the evidence concerned Mother's well-being in Pennsylvania, and too much concerned the breakdown of the parties' relationship, a development that rarely impacted Child's best interest. For this reason, the Court has cause to believe that Mother's relocation is driven more by her interest than by reasons which impact on Child's best interest or welfare. Though it is clear Mother's motivations are not to spite Father, it is not clear they arise from a concern specifically for Child's best interest. Thus, the Court will weigh this factor against relocation.

Next, the Court must consider, "[t]he present and past abuse committed by a party or member of the party's household and whether there is a continued risk of harm to the child or an abused party." 23 Pa. C.S.A. §5337(h)(9). For the reasons outlined above with regard to the best-interest counterpart to this factor, the Court will not weigh this factor in favor of or against relocation.

Finally, the Court must consider "[a]ny other factor affecting the best interest of the child." *Id.* §5337(h)(10). The Court finds the impulsive nature of Mother's ill-planned proposed relocation to be relevant to this case. The evidence established that Mother's intended relocation is not prompted by the availability of any specific education or employment opportunities. Rather, Mother desires to relocate to remove herself from a living situation with which she is personally unsatisfied. If Mother relocates, it will be to her parents' home which, while a larger home than Mother's Residence, does not appear to offer an increase in Child's standard of living. When questioned regarding her relocation, Mother was unable to articulate any plan for the continuation of her mental health treatment, the resumption of her education, a specific job, or Child's dental care. Moreover, Mother did not identify any specific activities or opportunities that would become newly available to Child. For these reasons, it is apparent that Mother filed her Petition to Relocate in search of an improved social and emotional situation for herself but without an identifiable nexus between a relocation and Child's best interest.

For all of the above reasons, Mother has not met her burden of proving that her intended relocation would be in Child's best interest.

WHEREFORE, having considered all relevant factors, giving weighted consideration to those factors which affect the safety of Child, the Court enters the following:

*ORDER*

AND NOW, this 2nd day of March, 2015, Defendant's Petition to Relocate, filed on July 25, 2014, is hereby DENIED. Upon consideration of Plaintiff's Complaint for Custody, filed on May 31, 2013, it is hereby ORDERED, as follows:

1. Legal Custody. Plaintiff ("Mother") and Defendant ("Father") shall have shared legal custody of A.B.S. ("Child"). "Legal Custody" means the right to make major decisions on behalf of Child, including, but not limited to, medical, religious and educational decisions. Thus, major decisions concerning Child, including, but not necessarily limited to, Child's health, welfare, education, and religious training and upbringing, shall be made by the parties jointly, after discussion and consultation with each other, with the goal of developing and adhering to a harmonious policy in Child's best interests. Each party shall keep the other party informed of Child's development. Each party shall not interfere with the other party's physical custody of Child. The parties shall give support to one another in their role as parents and shall take into account the views of the other parent regarding the physical and emotional well-being of Child. Each party shall notify the other party of any activity that could reasonably be expected to be of significant concern to the other. Day-to-day decisions shall be the responsibility of the parent then having physical custody.

Each party shall have the right to receive, directly from Child's school, copies of Child's report cards, test results, notices of parent-teacher conferences and school programs, and any other information normally released to a custodial parent.

Each parent shall further have the right to receive, directly from the provider, any medical, psychological, psychiatric, prescription drug, dental, or daycare records or reports normally released to a custodial parent.

2. Primary Physical Custody.<sup>1</sup> Mother shall have primary physical custody of Child.

3. Partial Physical Custody.<sup>2</sup> Father shall have partial physical custody of Child, as the parties may agree. If the parties cannot agree, Father shall have partial physical custody as follows:

a. Week 1: Tuesday and Thursday from 5:30 p.m. until 8:00 p.m., commencing on March 3, 2015;

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<sup>1</sup> "Primary physical custody" means "[t]he right to assume physical custody of the child for the majority of time." 23 Pa. C.S.A. §5322. "Physical custody" means "actual physical possession and control of a child." *Id.*

<sup>2</sup> "Partial physical custody" means "[t]he right to assume physical custody of the child for less than a majority of the time." *Id.*



b. Week 2: Tuesday from 5:30 p.m. until 8:00 p.m. and Friday at 5:30 p.m. to Sunday at 8:00 p.m., commencing on March 10, 2015; and

c. By Agreement. Father shall have physical custody of Child at any other time mutually agreed to by the parties, and the parties are encouraged to allow Father to exercise liberal periods of physical custody of Child in addition to the periods outlined above.

4. Holidays. Holidays shall be shared as the parties may agree. If the parties cannot agree, then the parties shall have the following periods of physical custody, which shall supersede the parties' regular custody schedule:

a. Thanksgiving. In odd-numbered years, Father shall have physical custody of Child from 5:30 p.m. on Child's last day of school until 3:00 p.m. on Thanksgiving. In even-numbered years, Father shall have physical custody of Child from 3:00 p.m. on Thanksgiving until 3:00 p.m. on the day after Thanksgiving if it is a Week 1 or until Sunday at 8:00 p.m. if it is a Week 2;

b. Christmas/Winter Recess. Unless the parties agree otherwise, the following schedule shall supersede all other physical custody provisions from Child's last day of school before Christmas until Child returns to school following New Year's Day;

1.) Christmas. In even-numbered years, Father shall have physical custody of Child from 5:30 p.m. on Child's last day of school until 12:00 p.m. on December 25 and then continuing from 5:30 p.m. on December 26 to 5:30 p.m. on December 30. In even-numbered years, Mother shall have physical custody of Child from 12:00 p.m. on December 25 to 5:30 p.m. on December 26. In odd-numbered years, Mother shall have physical custody of Child from 5:30 p.m. on Child's last day of school until 12:00 p.m. on December 25 and then continuing from 5:30 p.m. to December 26 to 5:30 p.m. on December 30. In odd-numbered years, Father shall have physical custody of Child from 12:00 p.m. on December 25 to 5:30 p.m. on December 26;

2.) New Year's. In odd-numbered years, Father shall have physical custody of Child from 5:30 p.m. on December 30 until 5:30 p.m. on the day before Child's school resumes. In even-numbered years, Mother shall physical custody of Child from 5:30 p.m. on December 30 until Father's next regular period of partial physical custody that occurs after Child's school resumes;

c. Easter/Spring Recess. In odd-numbered years, Father shall have physical custody of Child from 5:30 p.m. on Child's last day of school until 5:30 p.m. on the day before Child's school resumes. In even-numbered years, Mother shall have physical custody of Child from after school on Child's last day of school until Father's next regular period of partial physical custody that occurs after Child's school resumes;

d. Mother's Day/Father's Day. Mother shall have physical custody of Child every Mother's Day weekend from Saturday at 5:30 p.m. until Father's next regular period of partial physical custody that occurs after Mother's Day. Father shall have physical custody of Child every Father's Day weekend from 5:30 p.m. on Saturday until 5:30 p.m. on Father's Day;

e. Martin Luther King, Jr. Day Weekend. In odd-numbered years, Father shall have physical custody of Child from 5:30 p.m. on Friday until 5:00 p.m. on Martin Luther King, Jr. Day. In even-numbered years, Mother shall have physical custody of Child from after school on Friday until Father's next regular period of partial physical custody that occurs after Martin Luther King, Jr. Day;

f. President's Day Weekend. In even-numbered years, Father shall have physical custody of Child from 5:30 p.m. on Friday until 5:30 p.m. on President's Day. In odd-numbered years, Mother shall have physical custody of Child from after school on Friday until Father's next regular period of partial physical custody that occurs after President's Day;

g. Memorial Day Weekend. In even-numbered years, Father shall have physical custody of Child from 5:30 p.m. on Friday until 5:30 p.m. on Memorial Day. In odd-numbered years, Mother shall have physical custody of Child from after school on Friday until Father's next regular period of partial physical custody that occurs after Memorial Day;

h. Fourth of July. In odd-numbered years, Father shall have physical custody of Child from 5:30 p.m. on July 3 to 5:30 p.m. on July 4. In even-numbered years, Mother shall have physical custody of Child from 5:30 p.m. on July 3 to 5:30 p.m. on July 4; and

i. Labor Day Weekend. In even-numbered years, Father shall have physical custody of Child from 5:30 p.m. on Friday until 8:00 p.m. on Labor Day. In odd-numbered years, Mother shall have physical custody of Child from 5:30 p.m. on Friday until Father's next regular period of partial physical custody that occurs after Labor Day.

5. Vacation. Each party shall have physical custody of Child for a two-week-long (*i.e.*, fourteen consecutive days) period which shall include a weekend on which that party is scheduled to exercise physical custody of Child. Each party shall notify the other party, in writing, of his/her intent to exercise his/her vacation custodial period no later than thirty (30) days prior to the start of that two-week-long period but no earlier than May 1. The party who provides written notice first shall have priority for the weeks selected, except that neither party may select, as a vacation week, any week which includes a Holiday during which the other party is entitled to exercise physical custody of Child. This vacation schedule shall supersede the parties' regular custody schedule.

6. Transportation. Transportation shall be shared as the parties may agree. If the parties cannot agree, then until Mother's driver's license is reinstated, Father shall provide all transportation to effectuate custody exchanges. After Mother's driver's license is reinstated, the parties shall equally share transportation of Child. The party receiving custody shall provide transportation, and exchanges shall take place at the parties' residences. The parties shall be cordial to each other at exchanges.

7. Telephone Access. The non-custodial parent shall be entitled to call or videoconference with Child on a reasonable, ongoing, daily basis. If Child is not available to speak to the non-custodial parent, the custodial parent shall ensure that phone calls are returned as promptly as possible. Child shall be entitled to call the non-custodial parent as desired, and the custodial parent shall not interfere with Child's reasonable requests in this regard.

8. Activities. Each party shall advise the other, on a reasonable, ongoing basis, of the schedule of curricular and extracurricular activities and events involving Child. Both parties shall have the right to attend such activities and events and to participate in them, if applicable. Neither party shall schedule an activity that interferes with the other party's periods of physical custody without that party's consent.

9. Medical/Dental Appointments. The parties shall consult with each other before scheduling medical/dental appointments, except in the case of an emergency. Both parties shall have the right to attend such appointments.

If Child requires emergency medical/dental care, the party having physical custody shall notify the non-custodial parent, at the earliest opportunity consistent with insuring Child's safety, of the treatment sought and the name and location of the facility where Child is being or was treated.

10. Modification. The parties may agree to modify the schedule set forth above and shall accommodate reasonable requests for modification that are in Child's best interests. Substantial modifications other than incidental changes for convenience shall be placed in writing and shall be signed by both parties.

11. Contact Information. Each party shall keep the other party advised of a current address, e-mail address, telephone number, and cellular telephone number. The parties shall communicate face-to-face, if possible, concerning Child. Neither party shall use Child as an intermediary for communication concerning parenting issues.

12. Non-Alienation. The parties shall encourage Child to love and respect Mother, Father, and their respective family members, and they are prohibited from doing or saying anything to alienate Child from Mother, Father, and their respective family members, either directly or indirectly, by any pretense or ploy whatsoever. The parties shall not make, or permit anyone else to make, derogatory or negative comments about Mother, Father, and their respective family members in the presence or hearing of Child. The parties shall not talk to Child about this custody case/order.

13. Corporal Punishment. Neither party shall employ, nor allow any other individual to employ, any form of corporal punishment whatsoever as a means to discipline Child.

14. Arguments. The parties shall not engage in arguments or heated conversations in the presence or hearing of Child. All contact between the parties, and their respective family members, shall be polite, civil, and respectful.

15. Relocation. Neither party shall change the residence of Child if such change would significantly impair the ability of the other parent to spend time with Child and participate in Child's life. In the event that a party desires to relocate as described above, he or she shall provide notice to the other party, as required by 23 Pa.C.S.A. § 5337(c). No such relocation shall occur without written consent of the other parent, or without Order of Court.

16. Headings. The paragraph headings in this Order are for ease of reading only and shall not be legally binding.

17. Previous Orders. This Order shall supersede all prior custody Orders in this case.

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