Capozzi & Associates, P.C.
Attorneys at Law

www.capozziassociates.com

The Quarterly

2933 North Front Street • Harrisburg, PA 17110
Telephone: (717) 233-4101
Fax: (717) 233-4103
October 2011

OBLIGATIONS OF THE EMPLOYER TO MEMBERS OF THE MILITARY

By Dawn L. Richards, Esquire

Since the events of September 11, 2001, over 2 million American soldiers have been deployed in the service of the United States military in the war against terrorism. Since that time, existing laws have been revised and enforced against employers with regard to the employer's obligations to members of the military and their families. Requests for leave related to military service and to care for injured service-members upon return from war are commonplace in today's work environment. Both federal and state laws govern an organization's responsibilities to provide leave, benefits, and jobs to returning members of the Active Armed Forces, National Guard and Reserves. What follows is a brief summary of those particular laws employers must comply with. Each should be incorporated into the policies and procedures of the organization and should be reviewed periodically for changes.

The *Uniformed Services Employment and Reemployment Act (USERRA)* is a federal statute that protects service-members' and veterans' civilian employment rights. It was enacted to encourage non-career military service by providing prompt reemployment of employees returning from active duty. One key component of USERRA is §4311 which prohibits discrimination in employment or adverse action against any person because the employee is a member of, applies to be a member of, performs, has performed, applies to perform or has an obligation to perform services in the uniformed service. Such adverse action includes employment, reemployment, retention in employment, promotion and the provision of benefits. Another key provision is included under §4313 which requires an employer to promptly reemploy a service-member in the position of employment in which the employee would have been employed if their employment had not been interrupted by service. Special circumstances exist where a disability is incurred during military service in which case, an employer may offer the employee a position equivalent in seniority or a position to the nearest approximation of the original position in terms of seniority, status and pay. USERRA also requires that employers continue health coverage for up to 24 months, offer health insurance coverage without waiting periods or exclusions, treat pension plans as having no break in service and offer all other benefits as if the employee had acquired additional seniority during their leave of absence. Notice of the primary provisions of USERRA must be provided to all employees including the phone number and email address of the enforcement office where a complaint may be filed. A copy of the required Notice to Employees can be found at http://www.dol.gov/vets/programs/userra/USERRA_Poster.pdf.

The *Family and Medical Leave Act (FMLA)* requires employers to provide unpaid leave to employees to care for covered service-members with serious injuries or illnesses. The service-member must be a "current" member of the Armed Forces that suffers from an injury or illness that was incurred in the line of duty. The employee must be the spouse, son, daughter, parent, or next of kin of the service-member. Employees are entitled to a total of 26 weeks of leave in a 12 month period. The 12 month period begins on the first day the employee took leave and ends 12 months following the commencement of leave. If the entire 26 weeks are not taken within the 12 months, the remaining weeks are forfeited. The leave entitlement is to be applied on a per service-member, per injury basis and therefore can be taken for multiple service-members or for multiple injuries to the same service-member but in total cannot exceed the 26 week period.

The *Pennsylvania Consolidated Statutes Chapter 7 – Department of Military Affairs* (51 Pa.C.S.A. §7302-§7318) imposes restrictions and requirements similar to USERRA including seniority, benefit coverage, reemployment and options for pension plan contributions. Pennsylvania law states that an employer "may" provide compensation for a portion of the employees leave but does not require it. Many Pennsylvania employers offer enhanced military leave benefits including compensation for up to 90 days of military service. Others offer payment for the difference between the employees' military pay and their regular wages. Nationwide military friendly corporations have further extended compensation of service-members to 12 months of full pay or 36 months of differential wages.

The *Soldiers and Sailors Civil Relief Act (SSCRA)* offers protection to service-members pertaining to legal matters in the soldier's absence when called to active duty. Although employers do not have any requirements under the act they should be aware of the various provisions which may come into play during employment related disputes,

Continued on Page 2

OBLIGATIONS OF THE EMPLOYER TO MEMBERS OF THE MILITARY *Continued from Page 1*

such as those related to reinstatement of health insurance, prohibition of penalties related to contracts, protection against default judgments and rights of assignment on life insurance policies. The original act was passed in 1940 with expansions to civil protections revised in 2003.

When reviewing your facility policies and procedures be aware of the following key points:

- USERRA applies to all employers regardless of the number of employees.
- Employers cannot require an employee to take earned vacation in lieu of military leave.
- A request for military leave is a mere notice to the employer, it cannot be denied or subject to approval.
- Military leave cannot be counted as time away from work for retirement purposes.
- There is no differentiation between voluntary and involuntary service.
- Time limits have now been set for returning back to work following a military leave of absence.
- A five year limit is imposed on the cumulative length of time an employee can be on military leave.
- An individual is required to give advanced notice to the employer prior to departing for military service.
- It is also unlawful to discriminate against an individual who has testified in a proceeding involving USERRA rights.
- After a period of 30 days an employer can request documentation to support the military leave – orders, drill schedules, etc.
- An employee cannot be required to find his or her own replacement for periods of military leave associated with drill or training.

For more information on Military Leave and Reemployment Provisions, please contact Dawn Richards at our firm.

USE OF ARBITRATION CLAUSES IN NURSING HOME AGREEMENTS FOR RESOLVING DISPUTES

By Philip C. Warholic, Esquire

Arbitration clauses in consumer agreements have great appeal for commercial entities, as submitting matters to arbitration, rather than to juries, usually allows for a more predictable outcome. More and more these days, it appears that extensive scrutiny is being given to the use of arbitration clauses in contracts, especially nursing home admission contracts. Opponents to the use of arbitration clauses argue that they eliminate the fundamental constitutional right of a party to have a jury trial. Bills have been introduced in Congress to limit the use of arbitration agreements in the context of nursing homes.

While Pennsylvania Courts have enforced arbitration clauses involving nursing home residents and their nursing homes, Mannion v. Manor Care, Inc., 4 Pa. D.&C.5th 321 (Lehigh County Court of Common Pleas, September 26, 2006), two recent Pennsylvania cases held that arbitration provisions in nursing home admission agreements were unenforceable for different technical reasons. In Carr v. Immaculate Mary Nursing Home, 15 D.&.C.5th 415 (Philadelphia Court of Common Pleas, August 11, 2010), the resident's wife executed an admission agreement which contained a mandatory arbitration clause. The resident's wife did not have power of attorney and had not been appointed legal guardian. Due to injuries sustained by resident at the nursing home, which ultimate led to the resident's death, the executor of the resident's estate commenced an action against the nursing home for negligence and wrongful death. The nursing home objected to the complaint by filing a Motion to Compel Arbitration, due to the arbitration clause contained in the signed admission agreement. The resident's family argued that the arbitration clause was invalid because the resident's wife did not have authority to waive his right to a jury trial. In response, the nursing home argued that the agreement was valid because the resident's wife had apparent authority to act on the resident's behalf. The Court held that because the nursing home failed to provide sufficient evidence that Carr's wife had authority to bind Carr to arbitration, the Court denied the nursing home's Motion to Compel Arbitration.

In Stewart v. GGNSC-Canonsburg, L.P., 9 A.3d 215 (Pa. Sup. 2010), the Superior Court, affirming the Washington County Court of Common Pleas, concluded that the unavailability of the arbitration forum specifically identified in the nursing home agreement rendered the arbitration clause unenforceable. In the admission agreement, the parties agreed that disputes would be resolved exclusively by binding arbitration in accordance with the National Arbitration Forum Code of Procedure. The problem in this case is that the National Arbitration Forum had agreed to no longer accept arbitration cases pursuant to a consent decree it entered with the Attorney General of Minnesota. The Court concluded that the unavailability of the National Arbitration Forum rendered the arbitration clause unforceable.

Regarding another state's view on the arbitration clauses in nursing home agreements, the West Virginia Supreme Court of Appeals recently decided a set of cases (Clayton Brown v. Genesis Healthcare Corp., et al.; Sharon A. Marchio v. Clarksburg Nursing & Rehabilitation, et al.; and Jeffrey Taylor v. MHCC, Inc., f/k/a Marmet Health Care Center, et al) holding that arbitration agreements in nursing home contracts were "unconscionable and unenforceable." In each of the cases, the plaintiff alleged that a nursing home negligently caused the death of a nursing home resident and a representative for the resident had signed an admission agreement that contained a clause stating that any disputes arising from negligent treatment by the nursing home would be submitted to arbitration. Therefore, the nursing homes argued that any claims arising from the death of the resident must be dismissed by the court and resolved by an arbitrator. One of the main elements that the court looked at regarding arbitration clauses in admission agreements is that of unconscionability (i.e., because of an overall and gross imbalance, one-sidedness or lop-sidedness in a contract, a court may be justified in refusing to enforce the contract as written). The court looked at such items as age, education, relative bargaining power and absence of meaningful choice. The Court further held, after considering the history and

Continued on Page 3

USE OF ARBITRATION CLAUSES IN NURSING HOME AGREEMENTS... *Continued from Page 2*

purposes of the Federal Arbitration Act (FAA), that Congress did not intend the FAA to apply to arbitration clauses in pre-injury contracts, where a personal injury or wrongful death occurred after the signing of the contract. None of these cases pertained to the issue of the collection of overdue balances and defaulted accounts.

In conclusion, when arbitration clauses in admission agreements are contemplated, the drafting party should attempt to craft the appropriate language to specifically advise the resident that he or she is waiving the right to a jury trial, in order to survive judicial scrutiny and be in a position to obtain the anticipated result. You should also thoroughly review and explain the arbitration clause with the resident, or the individual signing for the resident, to ensure it is understood what rights are being waived by signing the admission agreement, and thereby accepting the terms of arbitration clause. It may also help to provide an option to reject the arbitration provision. Further, based upon the above recent cases, you will want to make sure that, if another individual is signing the admission agreement on behalf of the resident, said individual has the legal authority (such as power of attorney or guardian) to agree to bind the resident to the terms of the arbitration clause. Lastly, you will want to ensure that, if your admission agreement contains an arbitration clause that names a specific arbitration forum to exclusively hear the arbitration matter, said forum is still actively accepting arbitration cases. By taking the necessary and proper steps to make an arbitration clause in your admission agreement as clear as possible for all parties, you will be able to effectively use the admission agreement to your benefit.

HOW YOUR EMPLOYEE HANDBOOK HELPS PROTECT YOUR BOTTOM LINE

By Louis J. Capozzi, Jr., Esq. with assistance from Louis J. Capozzi, III

When you talk about a company's bottom line, you are talking about the essence for why that company operates. A company is like a machine. Employees of a company are the cogs and the fuel which power the machine. However, if you build your machine on top of mud or sand, the machine will not work properly, the victim of a poor foundation. What is the foundation of a company? It's the relationship between employees and management governed by standards that makes the company run smoothly. A well constructed and enforced employee handbook is the single best way to establish a stable relationship with employees and keep your company moving and growing. With that said, what can an employer do to ensure that their employee handbook is effective?

1. Establish Clear and Basic Rules
   When employees are hired, they need to be immediately aware of the basic rules that govern their employment. They need to know what time they should report in the morning and what time they are allowed to leave. They need to know how much vacation time they are getting, and what the dress code is. They need to know the rules that govern their relationship with the company. If these rules are **clearly** established and **agreed** upon, there is very little room for misunderstanding between employees and their employer.

2. Communicate
   As an employer, it's not enough just to make rules and write them down. Your employees need to know about and understand the rules of the company. Before an employee begins employment, he/she should be given a copy of the employee handbook. Next, they should be able to ask questions and have them answered so that there are no misunderstandings about the rules. Employees must acknowledge in writing that they are agreeing to follow the rules contained in the employee handbook and will face disciplinary action if they fail to follow the rules. That brings us to our next point…

3. Enforce the Rules!
   Make disciplinary standards **crystal** clear. For example, an employee should know that if they are late more than once during a week, they will receive a written warning. However, it is not enough to just **tell** the employees what the rules are; it is the duty of the employer to **enforce** the rules. There should be **no double standard**. Rules should be enforced consistently and across the board. It is difficult to allege discrimination charges if everyone is treated equally.

4. Avoid Discrimination Claims
   There are few conflicts between employer and employee more damaging and costly than discrimination claims. Avoiding discrimination claims is an important benefit of having an effective employee handbook. First, keep **crystal clear** rules. If rules are carefully communicated to an employee and that employee then breaks them, there is very little room for arguing that discrimination occurred. Secondly, document violations of the employee handbook for each employee so that there is no argument as to what actually happened. Additionally, require employees who violate the employee handbook to sign a document recording the violation and allow them to comment on the discipline. Having clear and honest communication about discipline is another easy way to avoid enmity in the workplace. Finally, be intelligent and watch what you say. One of the most common causes of a discrimination charge is when a supervisor makes an inappropriate joke or remark. If in doubt, **don't say it!** If you treat your employees with dignity and respect, the odds of discrimination are greatly reduced.

5. Establish No Tolerance Policies
   There are certain things in the work place which **cannot** happen. Certain offenses demand immediate termination without hesitation. For those offenses, No Tolerance Policies should be included in the employee handbook. For example violence in the workplace and sexual harassment should not and cannot be tolerated. Employees need to understand that certain behaviors are unacceptable and that they will be terminated if those rules are not followed.

6. Keep up With the Times!
   With new developments in technology occurring every day, employee handbooks must address potential technology issues both in and **out** of the office. First of all, employees should know that computer usage is for **business purposes only**. In other words, there should be disciplinary action if an employee is caught using their computer for non-business purposes during the

Continued on Page 4

HOW YOUR EMPLOYEE HANDBOOK HELPS PROTECT YOUR BOTTOM LINE *Continued from Page 3*

workday. In fact, employees must be made aware that the company will **monitor** in-office computer usage. Although employee handbooks often effectively deal with in-office technology issues, they often do not address technology issues that occur outside the office. It is not rare in this day and age for employees to slander their company and their coworkers on public social networking sites such as Facebook, MySpace, and Twitter. An employee handbook should have a social networking policy forbidding online slander and criticism of the company, coworkers, and supervisors in places available to the general public.

7. Get Effective Legal Help

Employment Law is a vast and often confusing field with a myriad of overlapping local, state, and federal laws. Hire legal counsel with expertise in labor and employment law. A good employment/labor lawyer can not only help construct an effective employee handbook, but can also help an employer deal with any problems that arise when the occasional conflict between employer and employee occurs. Capozzi and Associates has provided many of its clients with employee handbooks and other employment forms and has posted fixed fee pricing for employee handbooks on their website at www.capozziassociates.com

The guidelines in this article are some of the more important steps you can take in developing an effective employee handbook. Just remember, you are not just writing a rulebook, you are establishing a stable foundation upon which the machine that is your company can continue to grow, prosper, and be profitable.

MANAGING AND COLLECTING YOUR ACCOUNTS RECEIVABLE

By Andrew R. Eisemann, Esquire

This is the sixth installment of our firm's series known as "Managing and Collecting Your Accounts Receivable". As you are already aware, the financial survival of most nursing facilities in Pennsylvania depend on how aggressively and effectively their business office managers administer their accounts receivable. This series is devoted solely to the design, management, and improvement of your accounts receivable program and collections efforts. Also, here we share with you tips, legal updates, personal observations, and "lessons learned" to help you improve the effectiveness of your accounts receivable management program.

We recently hired two attorneys who have extensive experience in debt recovery, Medicaid eligibility, civil litigation, estate claims, and guardianships: Philip Warholic and Brandon Williams. They will directly support our clients' efforts to liquidate their receivables and reduce the number of "Medicaid Pendings".

Notice of Intent to Discharge a Resident for Nonpayment. I am frequently asked by NHAs or Business Office Managers about the requirements and enforceability of the Notice of Intent to discharge a resident for non-payment. In other cases, I may refer to this Notice when discussing various options to deal with a resident's aging account. On many occasions, however, the facility's staff is not familiar or comfortable with the planning for and preparation of the 30-Day Notice of Intent to Discharge.

The primary purpose of the Notice is to comply with regulatory requirements to notify the resident and family of a pending discharge for non-payment when the discharge can be achieved safely. Its secondary purpose is to notify the resident and family that the facility is serious about forcing payment and/or compliance with Medicaid application requirements. I have found that the Notice frequently, but not always, gets the attention of the family or Legal Representative when it receives the Notice. Here are several important considerations in the use of the Notice of Intent as part of your Accounts Receivable Management Program:

(1) **Admission Agreement.** Your Admission Agreement should refer to your right to involuntarily discharge a resident for non-payment or for non-compliance with the Medicaid application process. I have observed numerous facilities with an Admission Agreement form that fails to adequately protect the facility in the event a resident or family refuses to cooperate in financial matters.

(2) **Internal Policy.** Your facility should have an internal written policy to address the timing of the use of the Notice of Intent to Discharge a resident for non-payment. Normally, a facility will have a policy, but it has either never used it or the current staff members are not familiar with the policy. In many cases, the policy directs the staff to research alternative care for the resident and to issue a Notice of Intent to Discharge after its third demand letter. Some facilities aggressively implement this policy and others are reluctant to resort to this option. I recommend that you review your policy and procedures.

(3) **Review of Aging Accounts.** The NHA, BOM and/or CFO should consider the Notice as an option while reviewing the facility's Aging Accounts Report. Most facilities will review its Aging Report at least once weekly to ensure its receivables remain manageable.

(4) **Authority for the Notice.** Section 483.12 of Title 42 of the Code of Federal Regulations provides specific regulatory guidance to nursing facilities. 42 C.F.R. §483.12 (Admission, Transfer, and Discharge Rights).

(5) **Key Provisions of 42 C.F.R §483.12.** Although each facility is required to have a complete copy of the regulation, a summary of the key provisions follows:

(a) **What is a "Transfer and Discharge"?** Transfer and discharge includes movement of a resident to a bed outside of the certified facility whether that bed is in the same physical plant or not. Transfer and discharge does not refer to movement of a resident to a bed within the same certified facility.

(b) **What qualifies as "non-payment"?** The resident has failed, after reasonable and appropriate notice, to pay for (or to have paid under Medicare or Medicaid) a stay at the facility. For a resident who becomes eligible for Medicaid after admission to a facility, the facility may charge a resident only allowable charges under Medicaid.

(c) **What are the steps to notify a resident or Legal Representative of a pending discharge for non-payment?** At least 30 days before a facility transfers or discharges a resident, the facility must:

Continued on Page 5

MANAGING AND COLLECTING YOUR ACCOUNTS RECEIVABLE *Continued from Page 4*

(i) Notify the resident and, if known, a family member or legal representative of the resident of the transfer or discharge and the reasons for the move in writing and in a language and manner they understand.
(ii) Record the reasons in the resident's clinical record; and
(iii) Include in the Notice the items described below.

(d) **What information must the Notice include?** The written Notice must include the following:
(i) The reason for transfer or discharge;
(ii) The effective date of transfer or discharge;
(iii) The location to which the resident is transferred or discharged;
(iv) A statement that the resident has the right to appeal the action to the State;
(v) The name, address and telephone number of the State long term care ombudsman;
(vi) For nursing facility residents with developmental disabilities, the mailing address and telephone number of the agency responsible for the protection and advocacy of developmentally disabled individuals established under Part C of the Developmental Disabilities Assistance and Bill of Rights Act; and
(vii) For nursing facility residents who are mentally ill, the mailing address and telephone number of the agency responsible for the protection and advocacy of mentally ill individuals established under the Protection and Advocacy for Mentally Ill Individuals Act.

(e) **What other steps must a facility take in addition to the Notice?** A facility must provide sufficient preparation and orientation to residents to ensure safe and orderly transfer or discharge from the facility.

(f) **What are the practical challenges to the use of this Notice?** Obviously most facilities have difficulty in locating a new facility to transfer the resident when the resident or Legal Representative is unwilling to pay or cooperate with the CAO in the Medicaid application process. Or, in some cases a discharge to home would not be "safe and orderly". Your staff or attorney must handle these situations on a case-by-case basis, which cannot be addressed adequately in this article.

Questions? Please call or email me if you have any questions or concerns about the legal rights of your facility as a creditor under the terms of your Admission Agreement or under Medicaid law, or if you if require legal assistance with your "Medicaid Pendings". My email address is: andrewe@capozziassociates.com. In our next newsletter, I will focus on residents' social security and pension income issues.

CAPOZZI & ASSOCIATES, P.C. WELCOMES ...

Philip C. Warholic has joined our Firm as an associate attorney. He is a 2000 graduate of the Widener University School of Law; earned his B. A. in Political Science from King's College in Wilkes-Barre; and, is admitted to practice in Pennsylvania. He previously worked as in-house counsel for a national accounts receivable management company in Harrisburg and an associate attorney at Mann Bracken, LLP., in Camp Hill, where he represented clients in litigation of creditors' rights and collection matters. His practice focuses on representing the special legal and financial interests of nursing and health-care facilities, and the rights of other creditor including debt recovery, civil litigation, guardianships, and estate actions. Phil resides in Mechanicsburg.

Matthew A. Thomsen has joined our Frim as an associate attorney. He is a 2009 graduate of the Dickinson School of Law of the Pennsylvania State University; earned his B. A. from Gustavus Adolphus College of St. Peter, Minnesota; and, is admitted to practice in Pennsylvania and New Jersey. He previously worked as a Judicial Law Clerk for Judge Andrew H. Dowling of the Dauphin County Court of Common Pleas; as an intern for Chief Deputy Attorney General Robert Mulle of the Pennsylvania Office of Attorney General, Legal Review Section; as an intern for Judge Wesely Oler of the Cumberland County Court of Common Pleas; and, also as a business analyst for Caesars Entertainment, Inc. in Las Vegas, Nevada. His practice at our Firm focuses on medical assistance audit adjustment appeals, landlord and tenant matters, and guardianship proceedings. Matt resides in Harrisburg.

Brandon S. Williams, Esq. has joined our Firm as an associate attorney. He is a 2005 graduate of the Dickinson School of Law of the Pennsylvania State University and received his Bachelor of Arts Degree in Political Philosophy from Juniata College in 1995. He is admitted to practice in Pennsylvania. He began his practice as an associate attorney at Nauman, Smith, Shissler, and Hall, LLC, where he worked on employment law issues and represented creditors in bankruptcy proceedings. Most recently, he was an associate at Schutjer Bogar, LLC, where he specialized in representing long term care facilities to qualify residents for Medical Assistance benefits. His practice at our Firm focuses on representing and advising nursing and health-care facilities on employment matters, as well as Medical Assistance eligibility issues. Brandon resides in Harrisburg.

Christina A. Mahady is our Firm's new Office Manager. While originally from the Harrisburg area, she previously worked as a Firm Administrator for law firms in Washington, D.C. She is currently working cooperatively during a transition period this Fall with our Firm's long-time Office Manager, Joan Hoke, who is retiring later this year. Christina is looking forward to establishing relationships with our clients and working closely with our Attorneys and Staff.

Gwenn M. Keene is our Firm's newest secretary and paralegal and will be assisting Daniel K. Natirboff, Esq., Dawn L. Richards, Esq, and Matthew A. Thomsen, Esq.

RECENT AND UPCOMING EVENTS:

September 14, 2011 – **Louis J. Capozzi, Jr., Esquire and Dawn L. Richards, Esquire presented a 90-minute Webinar for 132 participants through the Leading Age-PA network on recent NLRB posting requirements and decisions on LPN supervisory status, as well as "How Your Employee Handbook Protects Your Bottom Line. The Webinar presentation, along with the follow up questions and answers, will be repeated in live seminar format on dates to be announced, and may also be available on the Leading Age-PA website.**

September 28, 2011 – **Dawn L. Richards, Esquire, presented the two-hour "Module 5" program of DPW's required training for personal care administrators on "Local, State and Federal Laws and Regulations Pertaining to the Operation of a Home," at the Penn State Greater Allegheny campus in McKeesport.**

October 2011 – **Capozzi & Associates, P.C. Adopt-A-Highway Cleanup on Interstate 81, Mile 62.5 (between Enola and Wertzville Road Exits in Cumberland County)(date to be announced).**

October 13, 2011 – **Fall Program of Capozzi & Associates, P.C. Seminar on "Current Issues for Nursing Facilities in Pennsylvania," in Grantville at the John Henry Conference Room at Hollywood Casino, including continuing education credits for NHA's, CPA's, and attorneys. TO REGISTER FOR THE OCTOBER 13 PROGRAM, CONTACT ERIN MOTTER AT OUR FIRM – Email: ErinM@CapozziAssociates.com.**

December 2011 – **Date, time and this year's guest singing group to be announced – Annual Capozzi & Associates, P.C. Christmas Party at The Barn at the Farm in Carlisle.**

Please visit our new and updated Website at www.capozziassociates.com. We've added many new features and services. Clients can now sign up, online, to receive a copy of our newsletter via Email. In addition, our Clients may also sign up to receive important announcements and developments in the Law via Email by signing up under our new "Mailing Lists" Section. We've also added a new "Frequently Asked Questions" Section to assist our Clients with general issues shared by many of our Clients.

Capozzi & Associates, P.C.
Attorneys at Law
2933 North Front Street
Harrisburg, PA 17110

Return Service Requested

PRESORTED
STANDARD
U.S. POSTAGE PAID
HARRISBURG, PA
PERMIT NO. 583