

00-344-CD  
TRACY L. STEWART f/k/a -vs- MARK FREEMER

JAMES A. NADDEO  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

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FILED

MAR 17 2009

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Prothonotary

\$80.00

McCathy Nadddeo

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

93 TRACY L. STEWART,  
formerly 94 Tracy L. Freemer,  
Plaintiff

v.

95 MARK FREEMER,  
Defendant

No. 00 - 344 - CD

Type of Pleading:

Complaint

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

**'MAR 17 2000**

William A. Shaw  
Prothonotary

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

TRACY L. STEWART,  
formerly Tracy L. Freemer,  
Plaintiff

v.

MARK FREEMER,  
Defendant

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No. 00 - - CD

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURT HOUSE  
Market and Second Streets  
Clearfield, PA 16830

(814) 765-2641

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

TRACY L. STEWART,  
formerly Tracy L. Freemer,  
Plaintiff

v.

MARK FREEMER,  
Defendant

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No. 00 - - CD

COMPLAINT

NOW COMES Plaintiff, Tracy L. Stewart, formerly Tracy L. Freemer, by and through her attorney, James A. Naddeo, sets forth the following:

1. That Plaintiff is Tracy L. Stewart, formerly Tracy L. Freemer, who resides at 235 White Pine Road, DuBois, Pennsylvania.

2. That Defendant is Mark Freemer, who resides at 60 Bluejay Drive, DuBois, Pennsylvania.

3. That Plaintiff and Defendant were formerly husband and wife having been married on May 20, 1988.

4. That the parties' marriage was dissolved by Decree in Divorce dated June 16, 1998.

5. That Plaintiff and Defendant entered into a Postnuptial Agreement dated August 5, 1997 a copy of which Agreement is attached hereto as Exhibit "A".

6. That Paragraph 13 of said Agreement provides that Defendant was to pay to Plaintiff the sum of \$1,000.00 per month for forty-two (42) consecutive months.

7. That Defendant made twenty-nine (29) consecutive payments of \$1,000.00 per month to Plaintiff up to and including December of 1999.

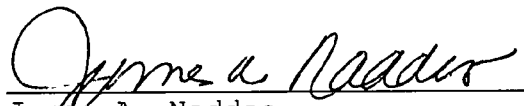
8. That Defendant has failed and/or refused to pay to Plaintiff alimony as provided by Paragraph 13 of the Postnuptial Agreement attached hereto as Exhibit "A" from January 2000 up to and including the date of this Complaint.

9. That Paragraph 25 of the Postnuptial Agreement attached hereto as Exhibit "A" provides for the payment of reasonable counsel fees in the event that a party is required to bring an action to enforce the terms of the said Agreement.

10. That Plaintiff has been required to incur the services of counsel to bring this action and has agreed to pay said counsel the sum of \$100.00 per hour and \$150.00 per hour for court time.

WHEREFORE Plaintiff claims damages from the Defendant in the amount of \$3,000.00 to the date of this Complaint with

interest as allowable by law and for reasonable counsel fees incurred in the prosecution of this litigation.

  
James A. Naddeo  
Attorney for Plaintiff

## **POST-NUPTIAL AGREEMENT**

AND NOW this 5<sup>th</sup> day of August, 1997, this Agreement is

entered into by and between:

MARK A. FREEMER, of 60 Bluejay Drive, DuBois, Sandy Township,  
Clearfield County, Pennsylvania (15801), hereinafter referred to as  
"Husband,"

A  
N  
D

TRACY L. FREEMER, of 10 Cardinal Drive, DuBois, Sandy Township,  
Clearfield County, Pennsylvania (15801), hereinafter referred to as  
"Wife."

### **WITNESSETH:**

WHEREAS, the parties hereto are presently Husband and Wife,  
having been married on May 20, 1988, in Brockway, Pennsylvania; and

WHEREAS, unhappy differences and disputes have arisen between  
the parties as a result of which said parties have decided to separate,



and in fact, are now living separate and apart and intend to maintain separate domiciles; and

WHEREAS there was born to the marriage of the parties, one (1) child, to wit, Preston S. Freemer, whose date of birth is October 18, 1989; and

WHEREAS, the parties, being fully advised as to their respective rights, duties and obligations growing out of their marital status, have come to an agreement s to each and all of their said matters of property and relations; and

WHEREAS, the parties hereto are desirous of settling their respective financial and property rights and obligations as between each other, including, without limitation, the ownership and equitable distribution of marital property; the past, present and future support, alimony and/or maintenance of Wife by Husband or of Husband by Wife, and any and all claims by one against the other or against their respective estates.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, receipt of which is hereby acknowledge, each of the parties hereto, Husband and Wife, each intending to be legally bound hereby covenant and agree as follows:

1) AGREEMENT TO EXECUTE AFFIDAVIT OF CONSENT, ETC.

It is specifically understood and agreed by the parties hereto that each shall execute an Affidavit of Consent and Waiver of Notice of Intention to Enter Divorce Decree as well as any other documents which may be required to obtain the entry of a divorce decree in the Court of Common Pleas of Clearfield County to No. 490 of 1996 C.D. It is further understood and agreed that such documents will be signed simultaneously with the signing of this Agreement. Finally, it is understood and agreed that Husband will move for the entry of a decree in divorce on or after May 21, 1998.

2) AGREEMENT NOT TO BAR DIVORCE PROCEEDINGS. This

Agreement shall not be considered to affect or bar the right of Wife or Husband to a limited or absolute divorce on lawful grounds as such grounds now exist or shall hereafter exist or to such defense as may be available to either party. This Agreement is not intended to condone and shall not be deemed to be a condonation on the part of either party hereto of any act or acts on the part of the other party which have occasioned the disputes or unhappy differences which have occurred prior to or which may occur subsequent to the date hereof.

3) INTENT OF AGREEMENT. It is the intent and purpose of this Agreement to set forth the respective rights and duties of the parties. This Agreement shall be construed to set forth the parties' desires and intentions during the continued separation of the parties and any subsequent divorce decree which may be obtained by either party. Furthermore, the parties agree that this Agreement is to be a full and final settlement between them of all rights arising out of the marriage.

4) EFFECT OF DIVORCE DECREE. The parties hereby agree

that in the event a decree in divorce is rendered by any court of competent jurisdiction that this agreement shall continue in full force and effect after such time as said final decree is entered.

5) AGREEMENT TO BE INCORPORATED INTO ANY SUBSEQUENT DIVORCE DECREE. It is specifically agreed that a copy of this Agreement shall be incorporated by reference as though fully set forth, into a divorce decree as rendered by any court of competent jurisdiction. This incorporation , however, shall not be regarded as a merger; it being the intent of the parties to permit and cause this Agreement to survive any judgment.

6) DATE OF EXECUTION. "Date of execution" or "execution date" of this Agreement shall be defined as the date upon which it is executed by the parties if they have each executed the Agreement on the same date. Otherwise, the "date of execution" or "execution date" of this Agreement shall be defined as the date of execution by the party last executing this Agreement.

**7) EFFECTIVE DATE.** The effective date of this Agreement shall be defined as August 1, 1997, regardless as to the date of execution.

**8) ADVICE OF COUNSEL.** Both Husband and Wife declare that each has had a full and fair opportunity to obtain independent legal counsel of his or her selection for the purposes of representation and the preparation of this Agreement and as to the explanation of any provisions and the legal effect of the within Agreement.

Both parties hereby represent that their execution of this Agreement is not the result of any duress or undue influence, nor the result of any collusion or improper legal agreement or agreements. With this in mind each party further represents that this Agreement is, under the circumstances, fair and equitable, and it is being entered into freely and voluntarily.

**9) PERSONAL RIGHTS.** Husband and Wife acknowledge that

they are currently living separate and apart. They shall be free from any control, restraint, interference or authority, direct or indirect, by the other in all respects as fully as if they were unmarried. Each may, for his or her separate use and benefit, conduct, carry on and engage in any business, occupation, profession or employment which to him or her may seem advisable. Wife and Husband shall not molest, harass, disturb or malign each other or the respective families of each other, nor compel the other to cohabit or dwell by any manner whatsoever with him or her.

10) GENERAL RELEASE OF ALL CLAIMS. Except for any cause of action for divorce which either party may have or claim to have, and except for the obligations of the parties contained in this Agreement, and such rights as are expressly reserved herein, each party gives to the other by the execution of this Agreement an absolute and unconditional release and discharge from all causes of action, claims, rights or demands whatsoever, in law or in equity, which either party ever had

or now has against the other, and which may have related to or arisen from the marriage between the parties.

Furthermore, each party absolutely and unconditionally release and forever discharges the other and the estate of the other for all purposes from any and all rights and obligations which either party may have or at any time hereafter may have for past, present or future support or maintenance, alimony pendente lite, alimony, equitable distribution, counsel fees, costs, expenses and any other right or obligation, economic or otherwise, whether arising out of the marital relationship or otherwise, including all rights and benefits under the Pennsylvania Divorce Code of 1980, its supplements and amendments, as well as under any other law of any other jurisdiction, except and only except, all rights, agreements and obligations of whatsoever nature arising or which may arise under this Agreement for the breach of any provision thereof. Neither party shall have any obligation to the other not expressly set forth herein.

**11) WAIVER OF ESTATE CLAIM.** Except as otherwise herein provided, each party hereby waives, releases and relinquishes any and all rights that he or she may now have or may hereafter acquire as to the other party's spouse under present and future laws of any jurisdiction: (a) to elect to take against any Will or Codicil of the other party now or hereafter in force; (b) to share in the other party's estate in case of intestacy; (c) to act as an executor or administrator of the other party's estate.

**12) CUSTODY AND CHILD SUPPORT.** The parties hereto are the parents of one (1) minor child, Preston S. Freemer, born October 18, 1989. The parties hereto agree that they shall have shared legal custody of their son and shall also split the physical custody of the child. This split physical custody shall mean that each will have the child every other week from Friday to Friday or Sunday to Sunday as the parties may agree.

The parties also recognize that they are currently under a Support



Order in the Court of Common Pleas of Clearfield County at No. 96-65-SD. The parties further recognize that because of the financial accommodations being made herein for alimony, and the other accommodations being made for split physical custody, the Order of Support entered by the Court of Common Pleas of Clearfield County will in fact be terminated by mutual agreement of the parties and the support obligations with respect to the minor child shall be amended and shall reflect the uniform support guideline computation utilized for the Commonwealth of Pennsylvania. The parties will attempt to use their best efforts to come to an agreement as to the amount of support for the minor child and failing such agreement, will submit themselves for determination of this issue to the Clearfield County Domestic Relations Section. It is agreed between Husband and Wife that Husband's obligations for alimony and Wife's receipt of alimony as outlined herein, shall not be factored in for support calculation purposes.

With respect to claiming the minor child as a dependent, the parties hereto agree that Husband shall claim Preston as a dependent

for all local, state and federal tax purposes in the odd numbered years and Wife shall claim the child in the even numbered years. Wife agrees to sign IRS Form 8332 for implementation of the provisions herein and if necessary, Husband will also sign such form.

Both Husband and Wife agree that all child care costs incurred by each of them while their minor child is in their respective custody shall be born by the party seeking and/or requesting such child care services as long as current custody arrangements remain as outlined herein.

Husband, of course, will maintain health insurance coverage on the parties' minor child and shall continue to pay ninety (90%) percent of all medical costs not covered by insurance for the minor child for three (3) years from the effective date hereof. At the conclusion of that three (3) year period, this particular issue with respect to payment of uninsured medical costs will be revisited. The parties also agree that because of the shared legal custody provisions herein, Husband and Wife shall coordinate with each other all major medical procedures and expenditures.

**All child support payments made pursuant to this Agreement shall be made directly from Husband to Wife.**

**All child support payments made herein shall be due and payable by the 18th of each month, commencing with the month of the effective date herein.**

**13) ALIMONY. Husband agrees to pay to Wife as alimony the sum of One Thousand (\$1,000.00) Dollars per month for forty two (42) consecutive months from the effective date hereof. In addition, Husband will provide Wife with hospitalization insurance for forty eight (48) consecutive months from the effective date hereof. All medical costs and expenses not covered by such insurance shall be paid for by Wife. As a further financial accommodation herein, Husband agrees to guarantee all alimony payments to be paid to Wife even in the event of Husband's death prior to the expiration of his obligations as outlined herein. Such claim for alimony would become a claim on the estate of Husband. Remarriage of Wife will not result in termination of Husband's alimony obligations.**

**All alimony payments made herein shall be made directly from Husband to Wife.**

**All alimony payments made herein shall be due and payable by the 18th of each month, commencing with the month of the effective date herein.**

**14) TRUST FUNDS. Husband agrees to establish a trust for the parties' minor child to be funded with One Hundred Thousand (\$100,000.00) Dollars in the event of Husband's death. Wife likewise agrees to set up a similar trust for the parties' minor child that would be funded with Fifty Thousand (\$50,000.00) Dollars in the event of her death. Each of the parties' respective estates would first pay the normal costs of the administration of their estates at the time of their deaths before the trust would be funded.**

**15) IDENTIFICATION AND VALUE OF MARITAL ESTATE.** The parties hereby acknowledge that they have, during the course of their marriage, acquired property both real and personal which qualifies as marital property within the meaning of the Pennsylvania Divorce Code. That property is more specifically listed in that list of assets attached hereto and made a part hereof and which has been marked as Exhibit "A."

The parties acknowledge that based upon their respective ages, education, experience, background, contributions to the family and other factors to be considered in accordance with the Pennsylvania Divorce Code in making an equitable division of their marital estate, that it would be fair and reasonable for Wife to receive Sixty (60%) Percent of the marital assets. So as to accommodate Wife in this fashion, Husband agrees, upon the effective date hereof, to pay to Wife the sum of Ninety Nine Thousand Seven Hundred Eighty Four Dollars and Sixty Nine Cents (\$99,784.69) representing the value of Sixty (60%) Percent

of the assets listed in Exhibit "A," and in exchange for the cash payment to Wife of Ninety Nine Thousand Seven Hundred Eighty Four Dollars and Sixty Nine Cents (\$99,784.69), all assets not previously transferred to Wife shall become the sole and exclusive property of Husband free and clear of any and all claims of Wife.

16) ASSUMPTION OF MARITAL DEBT. Husband agrees to assume and pay the balance due on the mortgage encumbering the dwelling and land located in Sandy Township, Clearfield County, Pennsylvania and in addition, all other obligations related to said residence property. Husband will indemnify and save Wife harmless from any duty to pay said obligations.

17) DOCUMENTS NECESSARY TO EFFECTUATE AGREEMENT. The parties agree to execute all supplemental documents which may be necessary to effectuate the terms and conditions of this Agreement upon request.

**18) AFTER ACQUIRED PROPERTY.** Each of the parties shall hereafter own and enjoy independently of any claim or right of the other, all items of property, be they real, personal or mixed, tangible or intangible, which are acquired by him or her, after the execution of this Agreement, with full power in him or her to dispose of the same as fully and effectively, in all respects and for all purposes, as if both he and she were unmarried.

**19) COUNSEL FEES.** Each party shall be responsible for his or her own attorney's fees incurred in connection with this divorce action.

**20) WARRANTY AS TO OBLIGATIONS.** Husband and Wife represent and warrant to each other that neither one have contracted any debt or debts, charges or liabilities, whatsoever, except as herein expressly set forth, for which the other party or their estate shall or may be or become liable or answerable. They covenant that they will at all times keep each other free, harmless and indemnified against and from any and all debts and liabilities heretofore or hereafter contracted

or incurred by either of them except as expressly provided in this Agreement.

21) UNDERSTANDING OF THE AGREEMENT. Each party acknowledges upon reading this Agreement, that it accurately represents all property interests that either party may have. Each party acknowledges all provisions of this Agreement and fully and completely understands each provision of this Agreement, both as to subject matter and legal effect. The parties further confirm that each is entering into this Agreement freely and voluntarily and that the execution of this Agreement is not the result of any duress, undue influence, collusion or improper, illegal agreements.

22) MODIFICATION. This Agreement may not be modified or altered except in writing signed by each of the parties.

23) SEVERABILITY AND ENFORCEABILITY. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions shall, nevertheless, continue in full force and effect.



**24) AGREEMENT BINDING ON HEIRS.** This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns.

**25) ENFORCEMENT OF AGREEMENT.** In the event that either of the parties hereto shall breach any provision of the within Agreement, then and in that event, the non breaching party who is required to bring an action to enforce the terms of this Agreement shall be entitled to reimbursement for reasonable counsel fees incurred in connection with said action.

**26) INTERPRETATION.** This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania without regard to the rules of strict interpretation of either party irrespective of the identity of the party who prepared or may have directed the preparation hereof.

**27) INTEGRATION.** This Agreement constitutes the entire

understanding of the parties and supersedes any and all prior agreements between them.

28) It is agreed between the parties hereto that should Husband default in any alimony or support payments herein, Wife shall be authorized to proceed to the Domestic Relations Section of Clearfield County to seek an appropriate remedy and Order.

NOW WITNESS the hands and seals of the parties which they affix hereto in execution hereof the day and year first above set forth, each intending to be legally bound hereby.

WITNESS:

Susan P. Kissler

Mark A. Freemer  
Mark A. Freemer

Rebecca L. Solodk

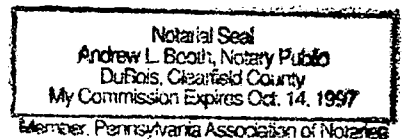
Tracy L. Freemer  
Tracy L. Freemer

COMMONWEALTH OF PENNSYLVANIA)  
SS  
COUNTY OF Clearfield )

On this the 5 day of Aug., 1997, before me, the undersigned officer, personally appeared Mark A. Freemer, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes contained therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Andrew L. Booth  
Notary Public  
My Commission Expires \_\_\_\_\_



COMMONWEALTH OF PENNSYLVANIA)

SS

COUNTY OF Clearfield )

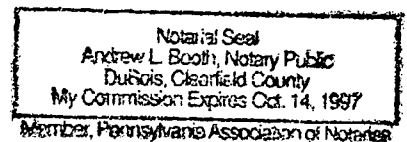
On this the 5 day of Aug., 1997, before me, the undersigned officer, personally appeared Tracy L. Freemer, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes contained therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Andrew L. Booth

Notary Public

My Commission Expires \_\_\_\_\_



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## ASSETS

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**TOTAL**

**3 - Basis:**

DATE \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA)

ss.

COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared TRACY L. STEWART, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

Tracy L. Stewart  
Tracy L. Stewart

SWORN and SUBSCRIBED before me this 16th day of March, 2000.

Shannon R. Wisor

Notarial Seal  
Shannon R. Wisor, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Aug. 25, 2003

JAMES A. NADDEO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STEWART, TRACY L.

00-344-CD

VS

FREEMER, MARK

COMPLAINT

SHERIFF RETURNS

NOW APRIL 7, 2000 AT 12:36 9M DST SERVED THE WITHIN  
COMPLAINT ON MARK FREEMER, DEFENDANT AT (MEETING PLACE),  
HOLIDAY INN, FALLS CREEK, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO MARK FREEMER A TRUE AND ATTESTED COPY OF THE  
ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS  
THEREOF.

SERVED BY: MCINTOSH/COUDRIET

117.13 SHFF. HAWKINS PAID BY: *Atty*  
10.00 SURCHARGE PAID BY: ATTY. *O*

SWORN TO BEFORE ME THIS

*26th* DAY OF *April* 2000  
*William A. Shaw*

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

SO ANSWERS,

*Chester A. Hawkins*  
*by Marilyn Hays*

CHESTER A. HAWKINS  
SHERIFF

FILED

APR 11 2000  
013.26 pm  
William A. Shaw  
Prothonotary *CS*

JAMES A. NADDEO  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

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FILED

MAY 01 2000  
011:04/NOCC  
William A. Shaw  
Prothonotary  
ECP



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

TRACY L. STEWART,  
formerly Tracy L. Freemer,  
Plaintiff

v.

MARK FREEMER,  
Defendant

No. 00 - 344 - CD

Type of Pleading:

Certificate of Service

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

MAY 01 2000

William A. Shaw  
Prothonotary

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

TRACY L. STEWART,  
formerly Tracy L. Freemer,  
Plaintiff

v.

MARK FREEMER,  
Defendant

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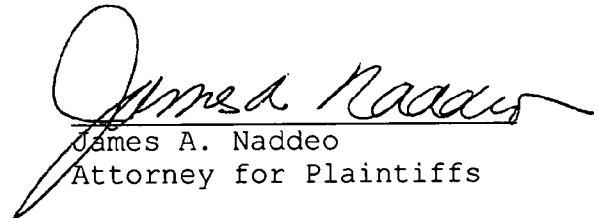
No. 00 - 344 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Plaintiff's Notice of Intention to Enter Default Judgment in the above-captioned action was served on the following person and in the following manner on the 1st day of May, 2000:

First-Class Mail, Postage Prepaid

Mr. Mark Freemer  
60 Bluejay Drive  
DuBois, PA 15801

  
James A. Naddeo  
Attorney for Plaintiffs

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

TRACY L. STEWART,  
formerly Tracy L. Freemer,

Plaintiff

vs.

MARK FREEMER,

Defendant

CIVIL ACTION - LAW

No. 00-344-CD

Type of Pleading:  
**Praecipe for Entry  
of Appearance**

Filed on Behalf of:  
**Mark Freemer, Defendant**

Counsel of Record for this Party:  
**Jeffrey M. Gordon, Esquire**  
Supreme Court No. 55835  
152 Jefferson Street  
Brookville, PA 15825  
(814) 849-6800

**FILED**

**MAY 08 2000**

William A. Shaw  
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA  
CIVIL ACTION - LAW

TRACY L. STEWART,  
formerly Tracy L. Freemer,

Plaintiff

v.

MARK FREEMER,

Defendant

No. 00-344-CD

**PRAECIPE FOR ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Please enter my appearance in the above-captioned matter on behalf of the Defendant,

Mark Freemer.

Date: April 28, 2000

  
Jeffrey M. Gordon, Esquire

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

TRACY L. STEWART,  
formerly Tracy L. Freemer,

Plaintiff

vs.

MARK FREEMER,

Defendant

CIVIL ACTION - LAW

No. 00-344-CD

Type of Pleading:

**Answer to Plaintiff's  
Complaint**

Filed on Behalf of:

**Mark Freemer, Defendant**

Counsel of Record for this Party:

**Jeffrey M. Gordon, Esquire**

Supreme Court No. 55835

152 Jefferson Street

Brookville, PA 15825

(814) 849-6800

**FILED**

**MAY 08 2000**

William A. Shaw  
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA  
CIVIL ACTION - LAW

TRACY L. STEWART,  
formerly Tracy L. Freemer,

Plaintiff

v.

MARK FREEMER,

Defendant

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No. 00-344-CD

**ANSWER TO PLAINTIFF'S COMPLAINT**

AND NOW, comes the Defendant, Mark Freemer, by and through his attorney, Jeffrey M. Gordon, Esquire, and responds to Plaintiff's Complaint as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.

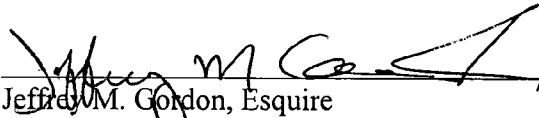
8. Denied. It is denied that Defendant failed and/or refused to pay to Plaintiff alimony as provided by paragraph thirteen (13) of the Postnuptial Agreement from January, 2000 up to and including the date of Plaintiff's Complaint. To the contrary, the Defendant has complied with each and every provision of the subject Postnuptial Agreement, and in fact, provided the Plaintiff with a check in the amount of \$13,000.00, satisfying his alimony

obligation pursuant to the subject agreement. Copy of said check is attached hereto as Exhibit "A."

9. Admitted.

10. Denied. It is denied that Plaintiff has been required to incur services of counsel to bring this action. To the contrary, the Defendant has complied with each and every term of the subject agreement and there is no reason for this action.

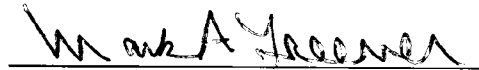
WHEREFORE, Defendant requests that Plaintiff's Complaint be dismissed and judgment be entered in his favor.

  
Jeffrey M. Gordon, Esquire  
Attorney for Defendant

**VERIFICATION**

I, Mark Freemer, do hereby verify that I have read the foregoing Answer to Plaintiff's Complaint. The statements therein are correct to the best of my personal knowledge or information or belief.

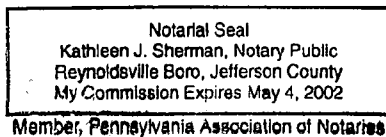
This statement and verification is made subject to the penalties of 18 Pa. P.C.S. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

  
Mark Freemer

Sworn to and subscribed before me this

4<sup>th</sup> day of May, 2000







Mark:

I am returning your check for \$13,000.00. If I report this on my 1999 Tax Return, I will loose all of my grants and scholarships for my tuition next year.

If you would like to date this check in January, I can cash it and record it on my 2000 Tax Return.

Tracy

MARK A. FREEMER  
60 BLUE JAY DR. 371-8332  
DU BOIS, PA 15801

60-825/433  
3000193627

1344

12/27/99

Tracy Stewart

\$ 13000.00

Thirteen thousand and no/100

ST Bank

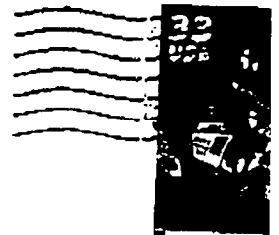
1-800-323-3476

Last 13 alimony payments

Mark A. Freemer

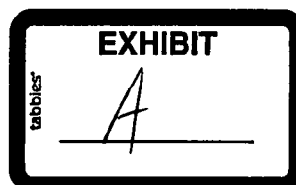
⑆043306855⑆ 3000193627 1344

Tracy Stewart  
235 White Pine Rd.  
DuBois, PA 15801



Mark Freemer  
60 Blue Jay Drive  
DuBois, PA 15801

15801-6715 01



FILED

MAY 16 2000

0110:44

William A. Shaw

Prothonotary

atty Naddeo  
Pd \$20.00  
Copy to CA  
E/28

JAMES A. NADDEO

ATTORNEY AT LAW

211 1/2 EAST LOCUST STREET

P.O. BOX 552

CLEARFIELD, PENNSYLVANIA 16830

Lap over margin

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

TRACY L. STEWART,  
formerly Tracy L. Freemer,  
Plaintiff

v.

MARK FREEMER,  
Defendant

No. 00 - 344 - CD

Type of Pleading:

Certificate of Readiness  
for Arbitration List

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

**MAY 16 2000**

William A. Shaw  
Prothonotary

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

TRACY L. STEWART,  
formerly Tracy L. Freemer,  
Plaintiff

v.

MARK FREEMER,  
Defendant

No. 00 - 344 - CD

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Certificate of Readiness  
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Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

**MAY 16 2000**

William A. Shaw  
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

TRACY L. STEWART, FORMERLY TRACY L. FREEMER v. Mark Freemer  
No. 00-344-CD

DATE PRESENTED

CASE NUMBER TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME

Date Complaint Filed: ( ) Jury ( ) Non-Jury  
(x) Arbitration 1/2 Days  
March 17, 2000

PLAINTIFF(S)

Tracy L. Stewart, formerly Tracy L. Freemer,

DEFENDANT(S)

Mark Freemer

ADDITICNAL DEFENDANT(S)

Check Block if  
a Minor is a  
Party to the  
Case

JURY DEMAND FILED BY:


DATE JURY DEMAND FILED:

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

more than  
\$ 20,000 ( ) yes (x) no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed;  
all necessary parties and witnesses are available; serious  
settlement negotiations have been conducted; the case is ready in  
all respects for trial, and a copy of this Certificate has been  
served upon all counsel of record and upon all parties of record who  
are not represented by counsel.

  
James A. Naddeo, Esquire  
FOR THE PLAINTIFF

(814) 765-1601  
TELEPHONE NUMBER

Jeffrey M. Gordon, Esquire  
FOR THE DEFENDANT

(814) 849-6800  
TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

TRACY L. STEWART,  
formerly Tracy L. Freemer,  
Plaintiff

v.

MARK FREEMER,  
Defendant

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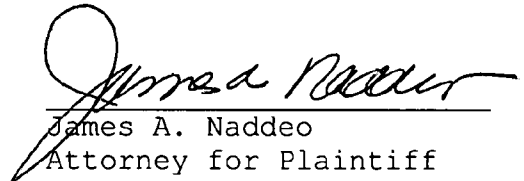
No. 00 - 344 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of Plaintiff's Certificate of Readiness for  
Arbitration List in the above-captioned action was served on the  
following person and in the following manner on the 16th day of  
May, 2000:

First-Class Mail, Postage Prepaid

Jeffrey M. Gordon, Esquire  
152 Jefferson Street  
Brookville, PA 15825

  
James A. Naddeo  
Attorney for Plaintiff



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-6089

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

June 1, 2000

James A. Naddeo, Esquire  
Attorney at Law  
Post Office Box 552  
Clearfield, PA 16830

Jeffrey M. Gordon, Esquire  
Attorney at Law  
152 Jefferson Street  
Brookville, PA 15825

RE: TRACY L. STEWART, formerly  
Tracy L. Freemer  
vs.  
MARK FREEMER  
No. 00-344-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Thursday, August 17, 2000.** The following have been appointed to the Board of Arbitrators:

Dwight L. Koerber, Jr., Esquire  
Toni M. Cherry, Esquire  
Gary A. Knaresboro, Esquire  
Theron G. Noble, Esquire  
Paul Colavecchi, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration Hearing.

Very truly yours,

  
Marcy Kelley  
Deputy Court Administrator

**FILED**  
JUN 12 2000  
William A. Shaw,  
Prothonotary



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-6039

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

June 12, 2000

James A. Naddeo, Esquire  
Attorney at Law  
Post Office Box 552  
Clearfield, PA 16830

Jeffrey M. Gordon, Esquire  
Attorney at Law  
152 Jefferson Street  
Brookville, PA 15825

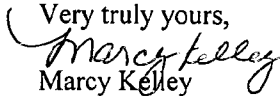
RE: TRACY L. STEWART, formerly  
Tracy L. Freemer  
vs.  
MARK FREEMER  
No. 00-344-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Thursday, August 17, 2000 at 8:30 A.M.** The following have been appointed as Arbitrators:

Dwight L. Koerber, Jr., Esquire, Chairman  
Toni M. Cherry, Esquire  
Gary A. Knarestro, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Very truly yours,  
  
Marcy Kelley  
Deputy Court Administrator

cc: Dwight L. Koerber, Jr., Esquire  
Toni M. Cherry, Esquire  
Gary A. Knarestro, Esquire



FILED  
JUN 12 2003  
William A. Shaw  
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

TRACY L. STEWART,  
formerly Tracy L. Freemer,

Plaintiff

vs.

MARK FREEMER,

Defendant

CIVIL ACTION - LAW

No. 00-344-CD

Type of Pleading:

**Motion for Continuance  
and Order**

Filed on Behalf of:

**Mark Freemer, Defendant**

Counsel of Record for this Party:

**Jeffrey M. Gordon, Esquire**

Supreme Court No. 55835

152 Jefferson Street

Brookville, PA 15825

(814) 849-6800

**FILED**

AUG 16 2000

William A. Shaw  
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

TRACY L. STEWART,  
formerly Tracy L. Freemer,

Plaintiff

vs.

MARK FREEMER,

Defendant

CIVIL ACTION - LAW

No. 00-344-CD

Type of Pleading:  
**Motion for Continuance  
and Order**

Filed on Behalf of:  
**Mark Freemer, Defendant**

Counsel of Record for this Party:  
**Jeffrey M. Gordon, Esquire**  
Supreme Court No. 55835  
152 Jefferson Street  
Brookville, PA 15825  
(814) 849-6800

**FILED**

AUG 16 2000

William A. Shaw  
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA  
CIVIL ACTION - LAW

TRACY L. STEWART,  
formerly Tracy L. Freemer,

Plaintiff

v.

MARK FREEMER,

Defendant

No. 00-344-CD

**MOTION FOR CONTINUANCE**

AND NOW, comes the Mark Freemer, by and through his attorney, Jeffrey M. Gordon, Esquire, and respectfully requests a continuance of the Arbitration scheduled on August 17, 2000.

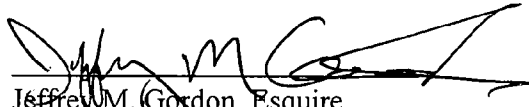
Defendant offers the following in support thereof:

1. Arbitration in this matter is scheduled for August 17, 2000, at 8:30 a.m.
2. Defendant cannot be available on that date due to medical reasons.
3. Plaintiff's counsel, James A. Naddeo, Esquire, does not object to the requested

continuance.

WHEREFORE, it is respectfully requested that Your Honorable Court continue said Arbitration.

Respectfully submitted,

  
Jeffrey M. Gordon, Esquire  
Attorney for Defendant

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA  
CIVIL ACTION - LAW

TRACY L. STEWART,  
formerly Tracy L. Freemer,

Plaintiff

v.

MARK FREEMER,

Defendant

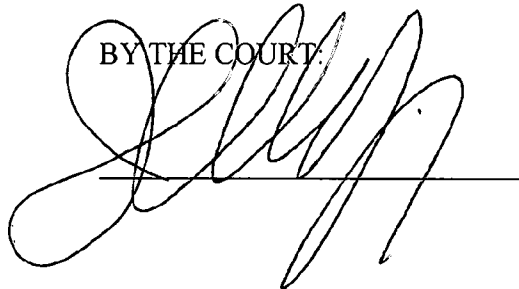
No. 00-344-CD

**ORDER**

AND NOW, this 15<sup>th</sup> day August, 2000, upon consideration of the Defendant's Motion  
for Continuance,

IT IS HEREBY ORDERED that the Arbitration previously scheduled for August 16,  
2000, is continued and shall be rescheduled .

BY THE COURT:

A handwritten signature in black ink, appearing to be 'J. M. [unclear]', is written over a horizontal line. The signature is stylized and cursive.

**FILED FILED**

AUG 16 2000

0/9:00/ny  
William A. Shaw  
Prothonotary

AUG 16 '00

William A. Shaw  
Prothonotary

2 CONT TO ATT

*E. Shaw*



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-6089

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

September 1, 2000

James A. Naddeo, Esquire  
Attorney at Law  
Post Office Box 552  
Clearfield, PA 16830

Jeffrey M. Gordon, Esquire  
Attorney at Law  
152 Jefferson Street  
Brookville, PA 15825

**FILED**

SEP 11 2000

William A. Shaw  
Prothonotary

RE: TRACY L. STEWART, formerly  
Tracy L. Freeman  
vs.  
MARK FREEMER  
No. 00-344-CD

Dear Counsel:

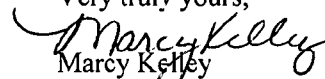
The above case is scheduled for Arbitration Hearing to be held **Thursday, November 9, 2000.** The following have been appointed to the Board of Arbitrators:

J. Richard Mattern, II, Esquire  
Michael P. Yeager, Esquire  
Paul E. Cherry, Esquire  
Theron G. Noble, Esquire  
Warren B. Mikasell, II, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration Hearing.

Very truly yours,

  
Marcy Kelley  
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-6089

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

September 11, 2000

James A. Naddeo, Esquire  
Attorney at Law  
Post Office Box 552  
Clearfield, PA 16830

Jeffrey M. Gordon, Esquire  
Attorney at Law  
152 Jefferson Street  
Brookville, PA 15825

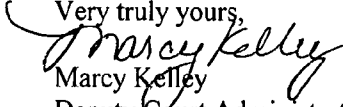
RE: TRACY L. STEWART, formerly  
Tracy L. Freemer  
vs.  
MARK FREEMER  
No. 00-344-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Thursday, November 9, 2000 at 8:30 A.M.** The following have been appointed as Arbitrators:

J. Richard Mattern, II, Esquire, Chairman  
Michael P. Yeager, Esquire  
Paul E. Cherry, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Very truly yours,  
  
Marcy Kelley  
Deputy Court Administrator

cc: J. Richard Mattern, II, Esquire  
Michael P. Yeager, Esquire  
Paul E. Cherry, Esquire



**FILED**  
02/5/01  
SEP 11 2000  
William A. Shaw  
Prothonotary

JAMES A. NADDEO  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

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NOV 03 2003  
W. 01a5713cc-ath

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Cth. Naddo  
Copy to CA

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

TRACY L. STEWART,  
formerly Tracy L. Freemer,  
Plaintiff

v.

MARK FREEMER,  
Defendant

No. 00 - 344 - CD

Type of Pleading:

Praecipe to Settle  
and Discontinue

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

NOV 03 2000

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

TRACY L. STEWART,  
formerly Tracy L. Freemer,  
Plaintiff

v.

MARK FREEMER,  
Defendant

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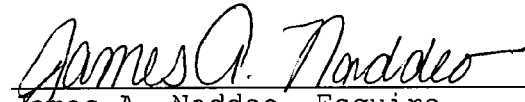
No. 00 - 344 - CD

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Dear Sir:

Please mark the above-captioned case settled and  
discontinued.

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

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

TRACY L. STEWART,  
formerly Tracy L. Freemer,  
Plaintiff

v.

MARK FREEMER,  
Defendant

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No. 00 - 344 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praecipe to Settle and Discontinue in the above-captioned action was served on the following persons and in the following manner on the 3rd day of November, 2000:

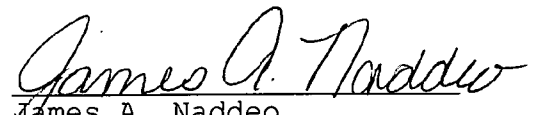
First-Class Mail, Postage Prepaid

Jeffrey M. Gordon, Esquire  
152 Jefferson Street  
Brookville, PA 15825

Dwight L. Koerber, Jr., Esquire  
110 North Second Street  
Clearfield, PA 16830

Gary A. Knaresboro, Esquire  
218 South Second Street  
Clearfield, PA 16830

Paul Colavecchi, Esquire  
221 East Market Street  
Clearfield, PA 16830

  
James A. Naddeo  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
CIVIL DIVISION

TRACY L. STEWART, formerly Tracy L.  
Freemer,

Plaintiff(s)

vs.

No. 00-344-CD

MARK FREEMER,

Defendant(s)

CERTIFICATE OF DISCONTINUANCE  
COUNTY OF CLEARFIELD  
COMMONWEALTH OF PENNSYLVANIA

I, WILLIAM A. SHAW, Prothonotary of the Court of Common Pleas in and  
for the County and Commonwealth aforesaid do hereby certify that the above  
case was this day, the 3rd of NOVEMBER, A.D. 2000, marked:

SETTLED and DISCONTINUED.

Record costs in the sum of \$227.13 have been paid in full by

James A. Naddeo, Esquire

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this  
Court at Clearfield, Clearfield County, Pennsylvania this 3rd day of  
November A.D. 2000.

\_\_\_\_\_  
Prothonotary

COPY