

00-653-CD  
DOUGLAS A. KOZAK -vs- CAROL M. KOZAK

**William A. Shaw**  
**Prothonotary**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DOUGLAS A. KOZAK,  
Plaintiff

v.

CAROL M. KOZAK,  
Defendant

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No. 00-653-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's Office  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DOUGLAS A. KOZAK,  
Plaintiff

v.

CAROL M. KOZAK,  
Defendant

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NO. 00-653-00

**COMPLAINT IN DIVORCE**

COMES NOW the Plaintiff, Douglas A. Kozak, by his attorneys,  
Novak, Stover & Furst, who complains and says as follows:

1. Plaintiff is Douglas A. Kozak, an adult individual who  
resides in the County of Clearfield and Commonwealth of Pennsylvania,  
and whose mailing address is R.R. #3 Box 189, Morrisdale, PA 16858.

2. Defendant is Carol M. Kozak, an adult individual whose  
mailing address is R.R. #3 Box 189, Morrisdale, PA 16858.

3. Plaintiff and Defendant have been residents of the  
Commonwealth of Pennsylvania for at least six months prior to the  
filing of this Complaint in Divorce.

4. Plaintiff and Defendant were married on December 16,  
1995, at Oceanside, California.

**Count One - In Divorce**

5. There have been no prior actions for divorce or annulment  
between the parties.

6. The marriage between Plaintiff and Defendant is  
irretrievably broken.

7. Plaintiff has been advised that counseling is available and that Plaintiff may have the right to request that the Court require the parties to participate in counseling.

WHEREFORE, Plaintiff requests the entry of a decree of divorce.

#### Count Two - Divorce

8. Paragraphs 1 through 7 of this Complaint are incorporated herein and made a part hereof as though set forth at length.

9. Defendant has offered such indignities to the person of Plaintiff, the innocent and injured spouse, as to render Plaintiff's condition intolerable and life burdensome.

WHEREFORE, Plaintiff requests the entry of a decree of divorce.

#### Count Three - Equitable Distribution of Marital Property

10. Paragraphs 1 through 9 of this Complaint are incorporated herein and made a part hereof as though set forth at length.

11. Plaintiff and Defendant, individually and jointly, have legally and beneficially acquired property, both real and personal, and have incurred obligations during their marriage.

WHEREFORE, Plaintiff prays Your Honorable Court to determine this marital property and order equitable distribution thereof.

**Count Four - Custody of Children**

12. Paragraphs 1 through 11 of this Complaint are incorporated herein and made a part hereof as though set forth at length.

13. Plaintiff and Defendant are the parents of one minor son, Tristan A. Kozak, born November 9, 1997.

14. Tristan A. Kozak was not born out of wedlock.

15. Plaintiff and Defendant are not living separate and apart.

16. The child is presently in the custody of Plaintiff and Defendant, residing at the address set forth above.

17. Since birth, Tristan A. Kozak has resided with Plaintiff and Defendant continually.

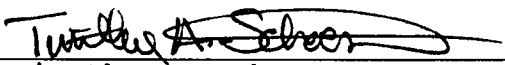
18. Plaintiff believes that the best interest of the child would be served by awarding legal and physical custody of the child to the Plaintiff.

19. There is no order of legal custody regarding this child in this or any other jurisdiction.

WHEREFORE, Plaintiff prays Your Honorable Court to determine the legal and physical custody of the minor child.

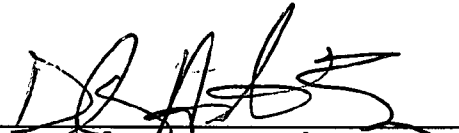
NOVAK, STOVER & FURST

BY:

  
Timothy A. Schoonover, Esq.  
Attorney I.D. No. 76260  
122 E. High Street  
Post Office Box 209  
Bellefonte, PA 16823  
(814) 355-8235

**VERIFICATION**

I, DOUGLAS A. KOZAK, verify that the statements made in the foregoing Complaint in Divorce are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

  
\_\_\_\_\_  
Douglas A. Kozak

Bellefonte, Pennsylvania

05 26 2000  
Date

FILED

WILLIAM A. SHAW

JUN 01 2003

William A. Shaw

Prothonotary

Rec atty Schoonover

PD \$100.00

Rec atty Schoonover



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DOUGLAS A. KOZAK,  
Plaintiff

v.

CAROL M. KOZAK,  
Defendant

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No. 00-653-CD

**ACCEPTANCE OF SERVICE**

I, CAROL M. KOZAK, hereby accept service of the Complaint in  
Divorce by being handed a copy of said Complaint in Divorce.

Carol M. Kozak  
Carol M. Kozak

Date: June 6<sup>th</sup> 2000

accept.dak

**FILED**

JUN 16 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DOUGLAS A. KOZAK,  
Plaintiff  
v.  
CAROL M. KOZAK,  
Defendant  
No. 00-653-CD

PRAECIPE TO TRANSMIT RECORD

TO WILLIAM SHAW, PROTHONOTARY:

Transmit the record, together with the following information,  
to the Court for entry of a Divorce Decree:

1. Grounds for Divorce: irretrievable breakdown under Section  
3301(c) of the Divorce Code of 1980, as amended, 23 Pa.C.S. § 3301(c).

2. Date and manner of service of the Complaint: June 6, 2000,  
Defendant signed an Acceptance of Service of the Complaint.

3. Date of execution of the Affidavits of Consent required by  
Section 3301(c) of the Divorce Code: by Plaintiff, on September 4,  
2000, by Defendant, on September 4, 2000.

4. Related claims pending: none.

5. Date Plaintiff's Waiver of Notice was filed with the  
Prothonotary-concurrently herewith.

Date Defendant's Waiver of Notice was filed with the  
Prothonotary-concurrently herewith.

NOVAK, STOVER & FURST

By: Timothy A. Schoonover  
Timothy A. Schoonover, Esq.  
Attorney for Plaintiff  
Attorney I.D. No. 76260  
122 East High Street  
P. O. Box 209  
Bellefonte, PA 16823-0209  
(814) 355-8235

praetran.dak

**FILED**

SEP 13 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DOUGLAS A. KOZAK, :  
Plaintiff :  
v. : No. 00-653-CD  
CAROL M. KOZAK, :  
Defendant :

AFFIDAVIT OF CONSENT

1. A complaint in Divorce under Section 3301(c) of the Divorce Code of 1980, as amended, 23 Pa.C.S. § 3301(c), was filed on June 1, 2000.
2. Ninety days have elapsed from the date of filing the complaint.
3. The marriage between Plaintiff and Defendant is irretrievably broken.
4. I consent to the entry of a Decree in Divorce after service of notice of intention to request entry of the decree.
5. I understand that if a claim for alimony, alimony pendente lite, division of marital property, and counsel fees and expenses has not been filed with the Court before the entry of a final Decree in Divorce, the right to claim any of them will be lost.

I verify that the statements made in this Affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

09 04 2000  
date

  
Douglas A. Kozak, Plaintiff

affcon1.dak

**FILED**

SEP 13 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DOUGLAS A. KOZAK,  
Plaintiff  
v.  
CAROL M. KOZAK,  
Defendant  
No. 00-653-CD

AFFIDAVIT OF CONSENT

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2. Ninety days have elapsed from the date of filing the complaint.

3. The marriage between Plaintiff and Defendant is irretrievably broken.

4. I consent to the entry of a Decree in Divorce after service of notice of intention to request entry of the decree.

5. I understand that if a claim for alimony, alimony pendente lite, division of marital property, and counsel fees and expenses has not been filed with the Court before the entry of a final Decree in Divorce, the right to claim any of them will be lost.

I verify that the statements made in this Affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

09-04-2000  
date

*Carol M. Kozak*  
Carol M. Kozak, Defendant

affcon2.dak

**FILED**

SEP 13 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DOUGLAS A. KOZAK,  
Plaintiff  
v.  
CAROL M. KOZAK,  
Defendant  
No. 00-653-CD

WAIVER OF NOTICE OF INTENTION  
TO REQUEST ENTRY OF A DIVORCE  
DECREE UNDER SECTION 3301(c) AND 3301(d) OF  
THE DIVORCE CODE


1. I consent to the entry of a final decree of divorce without notice.

2. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.

3. I understand that I will not be divorced until a divorce decree is entered by the Court and that a copy of the decree will be sent to me immediately after it is filed with the Prothonotary.

I verify that the statements made in this affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 09 04 2000

  
Douglas A. Kozak, Plaintiff

waiver2.dak

**FILED**

SEP 13 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DOUGLAS A. KOZAK,  
Plaintiff

v.

CAROL M. KOZAK,  
Defendant

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No. 00-653-CD

WAIVER OF NOTICE OF INTENTION  
TO REQUEST ENTRY OF A DIVORCE  
DECREE UNDER SECTION 3301(c) AND 3301(d) OF  
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1. I consent to the entry of a final decree of divorce without notice.

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3. I understand that I will not be divorced until a divorce decree is entered by the Court and that a copy of the decree will be sent to me immediately after it is filed with the Prothonotary.

I verify that the statements made in this affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: 09-04-2000

Carol M. Kozak  
Carol M. Kozak, Plaintiff

waiver1.dak

**FILED**

SEP 13 2000

William A. Shaw  
Prothonotary

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HEALTH  
VITAL RECORDS

H 105.157 REV. 8-80

COUNTY

Clearfield

RECORD OF

DIVORCE OR ANNULMENT

☒

(CHECK ONE)

☐

STATE FILE NUMBER

STATE FILE DATE

HUSBAND

1. NAME (First) (Middle) (Last) Douglas A. Kozak	2. DATE (Month) (Day) (Year) OF BIRTH 8 14 74
3. RESIDENCE Street or R.D. City, Boro. or Twp. County State R R #3 Box 189 Morrisdale Clearfield PA	4. PLACE (State or Foreign Country) OF BIRTH Philipsburg, PA
5. NUMBER OF THIS MARRIAGE 1	6. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>
7. USUAL OCCUPATION Marketing	

WIFE

8. MAIDEN NAME (First) (Middle) (Last) Carol M. Orth	9. DATE (Month) (Day) (Year) OF BIRTH 7 01 72
10. RESIDENCE Street or R.D. City, Boro. or Twp. County State R R #3 Box 189 Morrisdale Clearfield PA	11. PLACE (State or Foreign Country) OF BIRTH Indiana
12. NUMBER OF THIS MARRIAGE 1	13. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>
14. OCCUPATION Student	
15. PLACE OF (County) (State or Foreign Country) OF THIS MARRIAGE Oceanside, California	16. DATE OF (Month) (Day) (Year) THIS MARRIAGE 12 16 95
17A. NUMBER OF CHILDREN THIS MARRIAGE	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 1
18. PLAINTIFF HUSBAND <input checked="" type="checkbox"/> WIFE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	19. DECREE GRANTED TO HUSBAND <input type="checkbox"/> WIFE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>
20. NUMBER OF CHILDREN TO CUSTODY OF HUSBAND <input checked="" type="checkbox"/> WIFE <input type="checkbox"/> SPLIT CUSTODY <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT
22. DATE OF DECREE (Month) (Day) (Year)	23. DATE REPORT SENT TO VITAL RECORDS (Month) (Day) (Year)
24. SIGNATURE OF TRANSCRIBING CLERK	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DOUGLAS A. KOZAK,  
Plaintiff

v.

CAROL M. KOZAK,  
Defendant

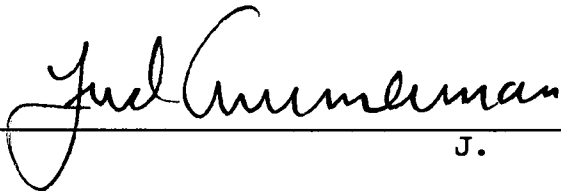
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DECREE

AND NOW, this 2nd day of October, 2000,  
it is ORDERED and DECREED that Douglas A. Kozak, Plaintiff, and Carol  
M. Kozak, Defendant, are divorced from the bonds of matrimony.

The Marriage Settlement Agreement dated June 6, 2000, and  
submitted herewith, is approved and incorporated into this Decree by  
reference.

BY THE COURT:

  
J.

decree.dak



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DOUGLAS A. KOZAK,  
Plaintiff  
v.  
CAROL M. KOZAK,  
Defendant  
No. 00-653-CD

REQUEST TO INCORPORATE AGREEMENT

TO THE HONORABLE JUDGES OF SAID COURT:

NOW COME Douglas A. Kozak and Carol M. Kozak, parties to the above-captioned action in Divorce, who request Your Honorable Court to approve the Agreement between the parties dated the 6th day of June, 2000, as attached hereto and made a part hereof, and to incorporate this Agreement as part of the final Decree in Divorce entered in this matter.

WITNESS:

09 04 2000 DRAKS  
Douglas A. Kozak, Plaintiff

09-04-2000 Carol M. Kozak  
Carol M. Kozak, Defendant

reqinc.dak

**FILED**

SEP 13 2000

William A. Shaw  
Prothonotary

M A R R I A G E   S E T T L E M E N T   A G R E E M E N T

**THIS AGREEMENT** made this 6th day of June, 2000, by  
and between

**DOUGLAS A. KOZAK**, hereinafter called "Husband, party of the  
first part;

**A N D**

**CAROL M. KOZAK**, hereinafter called "Wife", party of the second  
part.

WHEREAS, Husband and Wife were married on December 16, 1995,  
at Oceanside, California.

WHEREAS, one child was born of this marriage; namely, Tristan  
A. Kozak, born November 9, 1997.

WHEREAS, the parties, during their marriage, have acquired  
certain property and obligations; and

WHEREAS, the parties separated on October 10, 1999; and

WHEREAS, there is pending in the Court of Common Pleas of  
Clearfield County, Pennsylvania an action between the parties for  
divorce to Docket No. 00-653-CD.

WHEREAS, differences have arisen between Husband and Wife so  
that the marriage relationship between them is irretrievably broken;  
and

WHEREAS, the parties wish to set forth in writing the  
agreement they have entered into with each other with respect to their  
relationship with each other, their property, and their child, in  
resolution of their marriage and in settlement of all legal issues

pending between them.

NOW, THEREFORE, WITNESSETH, that in consideration of the mutual promises herein contained, and intending to be legally bound, it is hereby agreed by and between Husband and Wife as follows:

1. **SEPARATION**

It shall be lawful for each party at all times hereafter to live separate and apart from each other at such place as he or she may from time to time choose to deem fit. They shall be free from any contact, control, restraint, interference or authority, direct or indirect, by the other in all respects as fully as if they were unmarried, except as may be necessary to carry out the provisions of this Agreement. Each may, for his or her separate use or benefit, conduct, carry on and engage in any business, occupation, profession or employment which to him or her may seem advisable. Husband and Wife shall not molest, harass, disturb or malign each other or the respective families of each other nor compel or attempt to compel the other to cohabit or dwell by any means in any manner whatsoever with him or her. Neither party shall, in any way, interfere with their peaceful existence of the other, separate and apart from the other. The foregoing provisions shall not be taken as an admission of either party of the lawfulness or unlawfulness of the causes leading to their living apart.

2. **ADVICE OF COUNSEL.**

Husband and Wife declare that each has had a full and fair opportunity to obtain independent legal advice or counsel by an attorney of his or her own selection.

Husband has been represented in the preparation and execution of this Agreement by the firm of Novak, Stover & Furst. Wife declares that it is her express, voluntary and knowing intention not to avail herself of her right to counsel, and chooses, instead to represent herself with respect to the preparation and execution of this Agreement.

Each party hereto acknowledges and accepts that this Agreement is being entered into freely and voluntarily after each has consulted with his or her attorney or had the opportunity to consult with legal counsel of his or her choice. The execution of this Agreement is not the result of any duress or undue influence; and that it is not the result of any collusion or improper or illegal agreement or agreements.

Each party hereto acknowledges that he or she has been fully advised and is informed of the impact of the Pennsylvania Divorce Code, as amended, whereby the Court has the right and duty to require full and complete disclosure of any and all marital and non-marital assets and obligations and sources and amounts of income, and to determine all marital rights of the parties including divorce, alimony, alimony pendente lite, equitable distribution of all marital property, or property owned or possessed individually by the other, counsel fees and costs of litigation, and fully knowing the same and

being dully aware and informed of his or her rights thereunder, each party hereto still desires to execute this Agreement, acknowledging that the terms and conditions set forth herein are fair, just and equitable to each of the parties.

### 3. CUSTODY OF CHILDREN

Husband and Wife shall have shared legal custody of their child. Husband and Wife shall confer and share information with each other and jointly make decisions on all matters of importance relating to the health, medical care, maintenance, religion and education of the child. Husband and Wife shall cooperate, each with the other, to formulate a harmonious policy for the best interests and welfare of the child.

Husband shall have primary physical custody of the child. Wife shall have adequate and reasonable temporary custody and visitation with the child.

The parties do not desire a rigid schedule of temporary custody or visitation in the belief that they can work and cooperate with each other and the child to promote the best interests of the child with a flexible schedule.

Husband and Wife agree to cooperate with one another in taking into account the plans and desires of each other and the child to provide the required flexibility in custody and visitation scheduling to further the best interests of the child.

Each of the parties shall at all times and in good faith endeavor to maintain in the child the respect and affection for the other party, further, each party recognizes his or her duty to

encourage and instill in the child the duty of the child for active participation in the custody as herein set forth.

**4. CHILD SUPPORT.**

Husband agrees he will not pursue child support until six months after Wife graduates from the course of instruction she is currently attending at the time of the execution of this Agreement. While Wife is attending her course of instruction and during the six month period thereafter, Wife agrees to make her best efforts to contribute to the support of Tristan A. Kozak.

Husband shall provide such medical, hospitalization, dental and similar insurance coverages for the benefit of the child as shall be provided through his employment, as additional support.

Husband and Wife shall each pay one-half of all uninsured medical, dental and hospitalization charges incurred on behalf of the child which are not covered by insurance.

Husband and Wife agree that each party shall pay, on behalf of the child, one-half of such sum or sums as shall be reasonably necessary for tuition, dormitory and/or room and board, books, supplies, fees, assessments, and other regular and normal charges and expenses, and personal allowance, so as to enable the child to secure and complete a college education.

In the event that either party to this Agreement should hereafter commence an action against the other for support of the child, the Order resulting from that action shall control the issue of support for the child and shall supersede this entire section of this Agreement entitled "Child Support."

The duty to pay child support under this Agreement shall terminate upon death of the payor.

The duty to pay child support under this Agreement shall terminate upon emancipation of the child. For purposes of this Agreement, "emancipation" as to any child shall be defined as having occurred upon the earliest to happen of any of the following:

- a. The child's reaching age of eighteen (18) years or graduation from high school, whichever occurs last;

- b. The child's marriage;

- c. Entry into the armed forces of the United States;

- d. The child's having a permanent residence away from the permanent residence of the primary custodial parent, provided however that a child's residence at boarding school, camp or college is not to be deemed a residence away from the permanent residence of the primary custodial parent unless the child's permanent residence when not attending boarding school, camp or college is not with the primary custodial parent.

- e. Death.

**5. LIFE INSURANCE, RETIREMENT, ETC.**

Husband does hereby waive and release any and all claims which he may now or hereafter acquire to pension benefits in the name of Wife.

Wife does hereby waive and release any and all claims which she may now or hereafter acquire to pension benefits in the name of Husband.

**6. SPOUSAL SUPPORT AND/OR ALIMONY PENDENTE LITE.**

Husband does hereby waive and release any and all claims which he may now have or hereafter acquire for spousal support and for alimony pendente lite against Wife.

Wife does hereby waive and release any and all claims which she may now have or hereafter acquire for spousal support and for alimony pendente lite against Husband.

**7. ATTORNEYS FEES.**

Husband and Wife each agree to be responsible for payment of the fees charged by the attorney engaged by him or her.

**8. COSTS.**

Husband does hereby waive and release any and all claims which he may now have or hereafter acquire against Wife for costs and expenses incurred by him in the investigation, preparation and prosecution of this matter.

Wife does hereby waive and release any and all claims which she may now have or hereafter acquire against Husband for costs and expenses incurred by her in the investigation, preparation and prosecution of this matter.



9. **ALIMONY.**

Husband does hereby waive and release any and all claims which he may now have or hereafter acquire for permanent alimony against Wife.

Wife does hereby waive and release any and all claims which she may now have or hereafter acquire for permanent alimony against Husband.

10. **DIVISION OF PROPERTY.**

The parties have hereunto attached, as Exhibit A, a schedule of all real and personal property and obligations which the parties owned, had an interest in, or were responsible for at the time of their separation, titled both individually and jointly, regardless of when or how acquired. The parties have agreed, and do hereby agree, to divide this property between themselves as set forth in Exhibit A attached hereto.

The parties recognize and agree that no joint marital debt exists as a result of the marriage. Any debt existing in the name of Husband or Wife is viewed as personal in nature and the party in whose name such debt exists is solely responsible for the same.

11. **INCOME TAXATION.**

From the date of this Agreement, Husband and Wife shall each file separate federal, state, and local income tax returns. To the extent necessary they shall file as married, filing separately.

Husband shall have the right to claim Tristan A. Kozak as a dependent for federal income and other income tax purposes for each tax year hereafter.

**12. WIFE'S DEBTS.**

Wife represents and warrants to Husband that since the separation she has not and in the future she will not contract or incur any debt or liability for which Husband and his estate might be responsible and shall indemnify and save harmless Husband from any and all claims or demands made against him by reason of debts or obligations incurred by her.

**13. HUSBAND'S DEBTS.**

Husband represents and warrants to Wife that since the separation he has not and in the future he will not contract or incur any debt or liability for which Wife or her estate might be responsible and shall indemnify and safe harmless Wife from any and all claims made against her by reason of debts or obligations incurred by him.

**14. MUTUAL RELEASE.**

Subject to the provisions of this Agreement, each party has released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for breach of any provisions of this Agreement, and further except for any and all cause or causes of action for divorce.

15. **SUBSEQUENT DIVORCE.**

This Agreement shall not affect or bar the right of Husband or Wife to a limited or absolute divorce on lawful grounds if such grounds now exist or shall hereafter exist, or to such defenses 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.

The parties intend to secure a mutual consent, no-fault divorce pursuant to the terms of Section 301(c) of the Divorce Code of 1980, as amended. Following the execution of this Agreement and the expiration of the required waiting period, the parties agree to execute the required affidavits of consent to finalize the entry of a Decree in Divorce.

Neither party to any such action shall ask alimony or support contrary to the provisions of this Agreement.

The provisions of this Agreement relating to the equitable distribution of property of the parties are accepted by each party as a final settlement for all purposes whatsoever. Should either of the parties obtain a decree, judgment, or order of separation or divorce in any other state, country, or jurisdiction, each of the parties to this Agreement hereby consents and agrees that this Agreement and all of its covenants shall not be affected in any way by any such separation or divorce; and that nothing in any such decree, judgment,

order or further modification or revision thereof shall alter, amend or vary any term of this Agreement, whether or not either or both of the parties should remarry, it being understood by and between the parties that this Agreement shall survive and shall not be merged into any decree, judgment, or order of divorce or separation.

**16. INCORPORATION INTO DIVORCE DECREE.**

The parties agree that unless otherwise specifically provided herein, this Agreement shall continue in full force and effect after such time as a final decree in divorce may be entered with respect to the parties.

The parties agree that the terms of this Agreement shall be incorporated, but not merged, into any divorce decree which may be entered with respect to them, and that all remedies and sanctions available for enforcement of court orders shall be available to them in enforcing this Agreement. It is the intention of the parties that this Agreement, and its terms and conditions, survive any such judgment of divorce.

**17. WAIVERS OF CLAIMS AGAINST ESTATES.**

Except as herein otherwise provided, each party may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the terms of present or future laws of any jurisdiction, to share in the property or the estate of the other as a result of the marital relationship, including without limitation dower, curtesy, statutory allowance, widow's allowance, right to take intestacy, right to take against the Will of the other, and right to

act as administrator or executor of the other's estate, and each will, at the request of the other, execute, acknowledge and deliver any and all instruments which may be necessary or advisable to carry into effect this mutual waiver and relinquishment of all such interests, rights, and claims.

18. **BREACH.**

If either party breaches any provisions of this Agreement, the other party shall have the right, at his or her election, to sue for damages for such breach, or seek such other remedies or relief as may be advisable to him or her.

19. **BREACH.**

If a party shall be found to be in breach of this Agreement, in addition to the damages for such breach, the party breaching this Agreement shall be required to pay all legal fees, court costs, and other reasonable costs and expenses associated with the commencement and maintenance of the action to the other party.

20. **ADDITIONAL INSTRUMENTS.**

Each of the parties shall from time to time at the request of the other, execute, acknowledge, and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

21. **FINANCIAL DISCLOSURE.**

The parties hereto confirm that each has made a full and complete disclosure of their assets to the other, and that each has all the information from the other that each desires, and both declare and agree that any further enumeration or statement thereof are hereby

specifically waived.

**22. LEGAL EFFECT.**

This Agreement shall be governed under the Laws of the Commonwealth of Pennsylvania.

It is the intent of the parties that this Agreement is in complete settlement and resolution of all rights and liabilities of the parties hereto under the provisions of the "Divorce Code", Act No. 1990-206, 23 Pa.C.S. Section 3101 et seq.; "Custody Act", Act No. 1985-66, 23 Pa.C.S. Section 301 et seq.,; "Support Law", 23 Pa.C.S. Section 4301 et seq.; and "Probate Estates and Fiduciaries Code", 20 Pa.C.S. Section 101 et seq.; as these acts may now or hereafter be amended.

**23. VOLUNTARY EXECUTION.**

The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel, and each party acknowledges that the Agreement is fair and equitable, that it is being entered into voluntarily, and that it is not the result of any duress or undue influence.

**24. ENTIRE AGREEMENT.**

This Agreement contains the entire understandings of the parties and there are no representations, warranties, covenants, or undertakings than those expressly set forth herein.

**25. MODIFICATION OR WAIVER.**

Any modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to

insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

**26. DATE OF EXECUTION.**

The "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.

**27. NO WAIVER OF DEFAULT.**

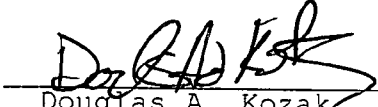
This Agreement shall remain in full force and effect unless and until terminated under and pursuant to the terms of this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall in no way affect the right of such party hereafter to enforce the same, nor shall the waiver of any breach of any provision hereof be construed as a waiver of any subsequent default of the same or similar nature, nor shall it be construed as a waiver of a strict performance of any other obligation.

**28. DESCRIPTIVE HEADINGS.**

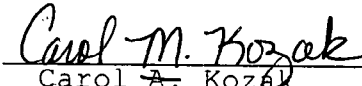
The descriptive headings used herein are for convenience only. They shall have no effect whatsoever in determining the rights or obligations of the parties.

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

Date of Execution: June 6<sup>th</sup> 2000

  
\_\_\_\_\_  
Douglas A. Kozak

Date of Execution: June 6<sup>th</sup> 2000

  
\_\_\_\_\_  
Carol A. Kozak  
M.  
cmk

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EXHIBIT "A"  
DIVISION OF PERSONAL PROPERTY

Personal property to be retained by Husband:

JVC Receiver  
Kenwood receiver  
Sony disc changer  
JVC VCR  
1 pair Infinity speakers  
1 pair Pioneer speakers  
19 inch Sony TV  
Symphonic VCR  
Pine desk  
Filing cabinet  
Glass Top end table  
1980 Pontiac Grand LeMans  
1968 Honda cl 350  
Alpine car CD player, Amps and Subwoffer

Personal property to be retained by Wife:

Futon  
RCA 19 inch TV  
Red Dodge Daytona  
Three door picture divider  
Wicker chair  
Four drawer dresser, mahogany in color  
Kirby vacuum and attachments  
Metal mixing bowls  
3 glass dry good containers and stand  
2 shelf bookcase  
2 drawer dresser  
Black blender  
Black torch light  
TV stand with glass doors  
Pine coffee table  
1 set of 4 glasses and plates  
Kenwood car tape deck