

00-711-CD  
SHEILA M. SUPENIA -vs- RICHARD A. SUPENIA

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

SHEILA M. SUPENIA,  
Plaintiff

vs. : No. 2000- 711-C<sup>D</sup>  
In Divorce

RICHARD A. SUPENIA,  
Defendant : Document filed: Complaint

: Filed on behalf of:  
Plaintiff

: Counsel of Record for this Party:  
John R. Carfley, Esq.  
P. O. Box 249

: Philipsburg, Pa., 16866  
(814) 342-5581

: ID# 17621

Two minor children to this  
marriage, namely:

1. Ashley Supenia, DOB 10/23/84
2. Richard Supenia, DOB 9/19/90

**FILED**

JUN 15 2000

William A. Shaw  
Prothonotary

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

SHEILA M. SUPENIA,  
Plaintiff

vs. : No. 2000-  
In Divorce  
RICHARD A. SUPENIA,  
Defendant :  
:

NOTICE TO DEFEND AND CLAIM RIGHTS

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

When the ground for the divorce is indignities or irretrievable breakdown of the marriage, you may request marriage counseling. A list of marriage counselors is available in the Office of the Prothonotary of Clearfield County, Pennsylvania.

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, DIVISION OF PROPERTY, LAWYER'S FEES OR EXPENSES BEFORE A DIVORCE OR ANNULMENT IS GRANTED, YOU MAY LOSE THE RIGHT TO CLAIM ANY OF THEM.

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  
COURTHOUSE  
CLEARFIELD, PA., 16830  
(814) 765-2641

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

SHEILA M. SUPENIA,  
Plaintiff

vs. : No. 2000-  
In Divorce  
RICHARD A. SUPENIA,  
Defendant :  
:

COMPLAINT IN DIVORCE UNDER SECTION 3301(c)

I also desire the Court to decide my claim to

Support       Distribution of Property  
 Custody       Temporary Alimony  
 Alimony       Attorneys Fees  
 Costs

1. Address -

(a) Plaintiff resides at 811 Sue Street, Houtzdale,  
Clearfield County, Pennsylvania.

(b) Defendant resides at R. R. 2, Box 55, Ginter,  
Clearfield County, Pennsylvania.

2. Nationality - Plaintiff and Defendant are United States  
citizens.

3. Residence - Plaintiff and Defendant have been bona fide  
residents in the Commonwealth for at least six (6) months  
immediately previous to the filing of this complaint.

4. Marriage - Plaintiff and defendant were married on May 19,  
1984, in Clearfield County, Pennsylvania.

5. Two children were born of this marriage namely:

Ashley Supenia, DOB 10/23/84

Richard Supenia, DOB 9/19/90

6. Collusion - The action is not collusive.
7. Prior or Pending Litigation between the Parties - There is no prior or pending litigation between the parties.
8. Grounds for Divorce - Plaintiff bases the request for divorce upon:

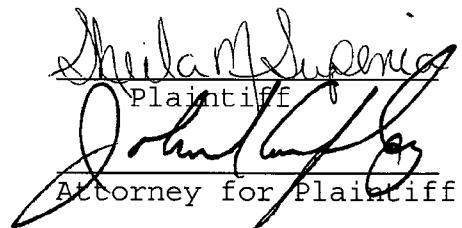
- Desertion - Divorce Code 3301(a)(1)
- Adultery - Divorce Code 3301(a)(2)
- Cruel and barbarous treatment - Divorce Code 3301(a)(3)
- Bigamous Marriage - Divorce Code 3301(a)(4)
- Imprisonment - Divorce Code 3301(a)(5)
- Indignities - Divorce Code 3301(a)(6)
- Insanity - Divorce Code 3301(b)
- Consent - Divorce Code 3301(c)
- Irretrievable breakdown - Divorce Code 3301(d)

9. Relief - Plaintiff requests that the Court grant the following relief:

- (a) a decree of  divorce or  annulment of marriage
- (b)  restoration of Plaintiff's former name:  
\_\_\_\_\_  
\_\_\_\_\_
- (c)  child support
- (d)  alimony
- (e)  custody
- (f)  alimony pendente lite, counsel fees and costs
- (g)  equitable distribution of marital property

10. Availability of Counseling - Plaintiff has been advised of the availability of counseling and that he may have the right to request that the court require the parties to participate in counseling in accordance with the provisions of Rule 1920.45 of the Pennsylvania Rules of Civil Procedure.

Sheila M. Supenia, Plaintiff in the above captioned action in divorce, verifies that the statements made in this Complaint in Divorce are true and correct. Plaintiff understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.



Sheila M. Supenia  
Plaintiff  
John J. Murphy  
Attorney for Plaintiff

Dated: June 13, 2000

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PA.

NO. 2000-  
IN DIVORCE

SHEILA M. SUPENIA  
Plaintiff

vs.

RICHARD A. SUPENIA,  
Defendant

COMPLAINT IN DIVORCE  
(3301c)

**FILED**

Att  
1/4354  
\$90.00

JUN 15 2000  
01/2-44 P. M.  
William A. Shaw  
Prothonotary

*The (1) Court to file*

JOHN R. CARFLEY  
ATTORNEY AT LAW  
222 PRESQUEISLE STREET  
PHILIPSBURG, PENNSYLVANIA 16866

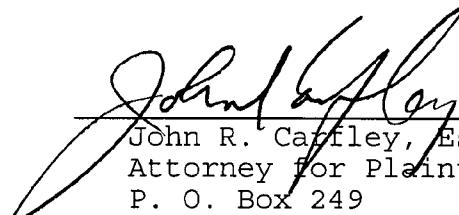
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

SHEILA M. SUPENIA,  
Plaintiff

vs. : No. 2000-711-CD  
In Divorce  
RICHARD A. SUPENIA,  
Defendant :

CERTIFICATE OF SERVICE

I do certify that I made service of the Amended Divorce Complaint under Section 3301(c) in the above captioned matter upon defendant, Richard A. Supenia by certified mail, restricted delivery, return receipt requested. Service was accomplished on June 17, 2000, as evidenced by the signed return receipt attached hereto.



John R. Caffley, Esq.  
Attorney for Plaintiff  
P. O. Box 249  
Philipsburg, Pa., 16866  
ID# 17621

Dated: June 19, 2000

**FILED**

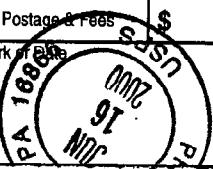
JUN 20 2000

William A. Shaw  
Prothonotary

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p><i>Richard A. Sopenia PA 2 Bat 55 Center Pa 16651</i></p>		<p>A. Received by (Please Print Clearly)</p> <p><i>Richard A. Sopenia</i></p> <p>B. Date of Delivery</p> <p><i>6-17-90</i></p>	<p>C. Signature</p> <p><i>Richard A. Sopenia</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>
		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	<p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>2. Article Number (Copy from service label)</p> <p><i>P 404 554 378</i></p>		<p>PS Form 3811, July 1999</p>	<p>Domestic Return Receipt</p> <p>102595-984M-1789</p>

P 404 554 378

US Postal Service  
**Receipt for Certified Mail**  
 No Insurance Coverage Provided.  
 Do not use for International Mail (See reverse)

Sender <i>Richard A. Sopenia</i>	Street & Number <i>PA 2 Bat 55</i>
Post Office, State & ZIP Code <i>Glendale Pa 16651</i>	
Postage	\$ .77
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	2.75
Return Receipt Showing to Whom & Date Delivered	.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	\$ 6.17
Postmark or Date	
	

PS Form 3800, April 1995

FILED

JUN 12 2000  
144 PM C  
William A. Shaw  
Prothonotary  
C. G. G.

POST NUPTIAL AGREEMENT

MADE this 14th day of September, 2000, by and between  
**SHEILA M. SUPENIA** (Wife) and **RICHARD A. SUPENIA** (Husband).

WHEREAS, the parties hereto are Husband and Wife, having been married on May 19, 1984, in Clearfield, Pennsylvania; and

WHEREAS, the parties are the parents of two minor children, namely: Ashley Supenia, DOB 10/23/84 and Richard Supenia, DOB: 9/19/90.

WHEREAS, diverse unhappy differences, disputes and difficulties have arisen between the parties and it is the intention of Husband and Wife to live separate and apart for the rest of their natural lives, and the parties hereto are desirous of settling fully and finally their respective financial and property rights and obligations as between each other, including without limitation by specification: all matters between them relating to the ownership of real and personal property; the equitable distribution of such property; the settling of all matters between them relating to the past, present and the future support and/or maintenance of Wife by Husband or of Husband by Wife; the custody of the children; and in general, settling of any and all claims and possible claims by one against the other or against the respective estates.

NOW THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, Husband and Wife, each

**INTENDING** to be legally bound hereby, covenant and agree as follows:

SEP 27 2000

William A. Shaw  
Prothonotary

1. AGREEMENT TO BE INCORPORATED IN DIVORCE DECREE

The parties agree that the terms of this Agreement may be merged into the Divorce Decree which may be entered with respect to them. The parties further agree that the Court of Common Pleas which may enter such Divorce Decree shall retain continuing jurisdiction over the parties and the subject matter of this Agreement for the purpose of enforcement of any of the provisions thereof.

2. DATE OF EXECUTION

The "Date of Execution" of this Agreement shall be defined as the date which it is executed by the parties if they have each executed the Agreement on the same date. Otherwise, the "date of execution" of this Agreement shall be defined as the date of execution by the last party executing this Agreement.

3. DISTRIBUTION DATE

The term "distribution" date shall be defined as the date of the execution of this instrument.

4. ADVISE OF COUNSEL

The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel. The parties acknowledge that they have received independent legal advice from counsel of their selection and that they fully understand the facts and have been fully informed as to their legal rights and obligations and they acknowledge and accept that this Agreement is, in the circumstances, fair and equitable, and that it is being entered into freely and voluntarily, after having received

such advice and with such knowledge and that 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. The parties further acknowledge that they ahve each made to the other a full and complete disclosure of their respective assets, estate, liabilities, and sources of income and that they waive any specific enumeration thereof for the purposes of this AGreement. Each party agrees that he and she shall not at any future time raise as a defense or otherwise the lack of such disclosure in any legal proceeding involving this Agreement, with the exception of disclosure that may have been fraudulently withheld.

#### 5. MUTUAL RELEASE

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 estate of the other as a result of a marital relationship, including but without limitation, dower, courtesy, statutory allowance, widow's allowance, right to take intestate, 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.

6. EQUITABLE DISTRIBUTION OF PROPERTY

A. REAL PROPERTY

None.

(B) CONTENTS OF SAID MARITAL HOME AND OTHER PERSONAL PROPERTY

The parties agree that they have in the past or will upon the date of the execution of this agreement equally divided the contents of the premises and all other personal property procured by the parties during the marriage including but not limited to furniture, furnishings, rugs, carpets, household appliances and equipment, pictures, paintings, books, decorations, works of art, silver, china, glassware, and other items of personal property of whatever nature currently located within the premises or stored thereon.

By these presents, each of the parties hereby specifically waives, releases, renounces and forever abandons whatever claims he or she may have with respect to any of the above items which shall become the sole and separate property of the other from the date of execution hereof.

(C) (i) AUTOMOBILES

The parties agree that they have in the past or will upon the date of the execution of this agreement equally divided the automobiles acquired by the parties during the marriage.

By these presents, each of the parties hereby specifically waives, releases, renounces and forever abandons whatever claims he

or she may have with respect to any of the above items which shall become the sole and separate property of the other from the date of execution hereof.

(D) RETIREMENT BENEFITS:

Husband and Wife shall each retain full right, title and interest in their respective pension plans and except as provided for herein do waive and release any and all claim against the pension plan of the other. Any retirement benefits attained by either party in the future shall be considered his or her separate property and the other does hereby relinquish any and all claims he or she might have with respect to said retirement.

7. WAIVER OF ALIMONY, ALIMONY PENDENTE LITE & SPOUSAL SUPPORT

Husband does hereby waive and release any claim for alimony, alimony pendente lite or spousal support against Wife. Wife does hereby waive and release any claim for alimony, alimony pendente lite, or spousal support against Husband. Each party releases and forever discharges the other from any claim or action for such rights.

8. LEGAL FEES

Each party agrees to be responsible for his or her own counsel fees and costs.

9. CUSTODY

The parties hereto agree that Wife shall have primary physical custody of their children, with the father having visitation with the children as follows:

(a) Every Thursday evening from 5:00 o'clock P.M. to 8:00 o'clock P.M.

- (b) Every other weekend from 6:00 o'clock P.M. Friday evening until 6:00 o'clock P.M. Sunday evening.
- (c) Holiday visitation as agreed between the parties.
- (d) The first week in July and a week in August each year.

10. WARRANTY AS TO EXISTING OBLIGATIONS

Husband and Wife each represent that they have not heretofore incurred or contracted for any debt or liability or obligation for which the estate of the party may be responsible or liable except as may be provided in this Agreement. Each party agrees to indemnify and hold the other party harmless for and against any and all such debts, liabilities and obligations of every kind which may have heretofore been incurred by them, including those for necessities, except for the obligations arising out of this Agreement.

11. WARRANTY AS TO FUTURE OBLIGATIONS

Husband and Wife each covenant, warrant, represent, and agree that with the exception of obligations set forth in this Agreement, neither of them shall hereafter incur any liability whatsoever for which the estate of the other may be liable. Each party shall indemnify and hold harmless the other party for and against any and all debts, charges, and liabilities incurred by the other after the execution date of this Agreement, except as may otherwise specifically be provided for by the terms of this Agreement.

12. CHILD SUPPORT

Husband has been ordered by the Domestic Relations Office of the Court of Common Pleas of Clearfield County, Pennsylvania, to

pay child support to the Wife for the support and maintenance of their minor children. Husband agrees that this child support obligation shall be reduced to a Court Order.

14. BREACH

Each party hereby agrees to pay and to save and hold harmless the other party from any and all attorney's fees and costs of litigation that either may sustain, or incur or become liable for, in any way whatsoever, or shall pay upon, or in consequence if any default or breach by the other of any of the terms or provisions of this Agreement by reason of which either party shall be obligated to retain or engage counsel to initiate or maintain or defend proceedings against the other at law or equity or both or in any way whatsoever; provided that the party seeking to recover such attorney's fees, and costs of litigation must first be successful in whole or in part, before there would be any liability for attorney's fees and costs of litigation. It is the specific agreement and intent of the parties that a breaching or wrongdoing party shall bear the burden and obligation of any and all costs and expenses and counsel fees incurred by himself or herself as well as the other party in endeavoring to protect and enforce his or her rights under this Agreement.

14. 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 on the 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.

15. MUTUAL CONSENT DIVORCE

The parties agree and acknowledge that their marriage is irretrievably broken, that they do not desire marital counseling and that both consent to the entry of a decree in divorce pursuant to Section 3301(c) of the Pennsylvania Divorce Code, Act 26 of 1980, as may be amended (herein referred to as The Code). Accordingly, both parties agree to forthwith execute such consents, affidavits, or other documents and to direct their respective attorneys to forthwith file such consents, affidavits, or other documents, as may be necessary to promptly proceed to obtain a divorce pursuant to said Section 3301(c) of The Code.

16. LAW OF PENNSYLVANIA

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania which may from time to time be in effect.

17. AGREEMENT BINDING ON HEIRS

This agreement shall be binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

18. INTEGRATION

This Agreement constitutes the entire understanding of the parties and supersedes any and all prior agreements and negotiations between them. There are no representations or warranties other than those expressly set forth herein.

19. DESCRIPTIVE HEADINGS

The descriptive headings used herein are used for convenience

only. They shall have no effect whatsoever in determining the rights or obligations of the parties.

20. SEVERABILITY

If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation. Likewise, the failure of any party to meet her or his obligations under any one or more of the paragraphs herein, with the exception of the satisfaction of any conditions precedent, shall in no way avoid or alter the remaining obligations of the parties.

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

Shula M. Supina (Seal)

Bill Adzni (Seal)

STATE OF PENNSYLVANIA :

COUNTY OF CENTRE *Cefd.* :

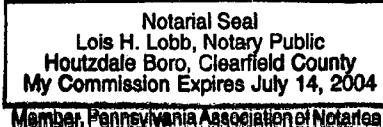
On this 14th day of Sept, 2000, before me, the undersigned officer, personally appeared Sheila M. Supenia known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

*Shea H. Lobb*

STATE OF PENNSYLVANIA :

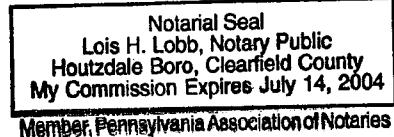
COUNTY OF *Cefd.* :



On this 14th day of Sept., 2000, before me, the undersigned officer, personally appeared Richard A. Supenia, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

*Shea H. Lobb*



FILED

SEP 27 2000  
O 2-45  
William A. Shaw  
Prothonotary

Mo. Co. Cir.

CC

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

SHEILA M. SUPENIA,  
Plaintiff

VS. : No. 2000-711-CD  
In Divorce  
RICHARD A. SUPENIA,  
Defendant : *CK*

PRAECIPE TO TRANSMIT RECORD

TO THE PROTHONOTARY:

Transmit the record, together with the following information,  
to the court for entry of a divorce decree:

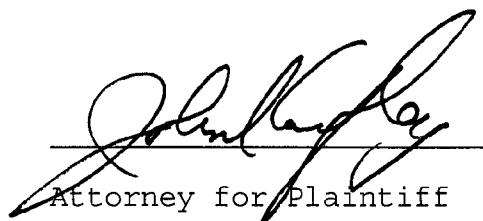
1. Ground for divorce: irretrievable breakdown under Section  
3301(c) of the Divorce Code.

2. Date and manner of service of the complaint:

June 15, 2000, by Certified Mail, Restricted Delivery.

3. Related claims pending: None

Post Nuptial Agreement signed by plaintiff and defendant to be  
entered of record in this matter.



*John H. Shaw*  
\_\_\_\_\_  
Attorney for Plaintiff

Dated: September 26, 2000

**FILED**

SEP 27 2000

William A. Shaw  
Prothonotary

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

SHEILA M. SUPENIA,  
Plaintiff

vs. : No. 2000-711-CD  
In Divorce  
RICHARD A. SUPENIA,  
Defendant :

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the  
Divorce Code was filed on June 15, 2000

2. The marriage of plaintiff and defendant is irretrievably  
broken and ninety days have elapsed from the date of filing the  
Complaint.

3. I consent to the entry of a final decree of divorce.

4. 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.

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  
falsification to authorities.

Date: 9-26-00

Sheila M. Supenja  
Plaintiff/Defendant

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

SHEILA M. SUPENIA,  
Plaintiff

vs. : No. 2000-711-CD  
In Divorce

RICHARD A. SUPENIA,  
Defendant :

WAIVER OF NOTICE OF INTENTION TO  
REQUEST ENTRY OF A DIVORCE DECREE  
UNDER SECTION 3301(c) 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. §4904 relating to unsworn falsification to authorities.

Date: 9/26/00

Sheila M. Supenia  
Plaintiff

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

SHEILA M. SUPENIA,  
Plaintiff

vs. : No. 2000-711-CD  
In Divorce  
RICHARD A. SUPENIA,  
Defendant :

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on June 15, 2000.

2. The marriage of plaintiff and defendant is irretrievably broken and ninety days have elapsed from the date of filing the Complaint.

3. I consent to the entry of a final decree of divorce.

4. 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.

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 falsification to authorities.

Date: 9/2/00

Richard A. Supenia  
Plaintiff/Defendant

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

SHEILA M. SUPENIA,  
Plaintiff

vs. : No. 2000-711-CD  
In Divorce  
RICHARD A. SUPENIA,  
Defendant :

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

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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. §4904 relating to unsworn falsification to authorities.

Date: 9/21/00

Richard A. Supenia  
Defendant

## COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF HEALTH

VITAL RECORDS

DIVORCE	RECORD OF OR ANNULMENT
<input checked="" type="checkbox"/>	(CHECK ONE) <input type="checkbox"/>

STATE FILE NUMBER

STATE FILE DATE

COUNTY Clearfield

## HUSBAND

1. NAME <u>Richard</u>	(First)	(Middle)	(Last) <u>A. Supenia</u>	2. DATE OF BIRTH <u>11-24-63</u>	(Month)	(Day)	Year	
3. RESIDENCE <u>RR 2 Box 55 Ginter</u>	Street or R.D.	City, Boro. or Twp.	County	State	4. PLACE OF BIRTH <u>New Jersey</u>	(State or Foreign Country)		
5. NUMBER OF THIS MARRIAGE <u>1</u>	6. RACE <input checked="" type="checkbox"/> WHITE	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	7. USUAL OCCUPATION <u>SSI</u>				

## WIFE

8. MAIDEN NAME <u>Perr</u>	(First)	(Middle)	(Last) <u>Sheila M. Supenia</u>	9. DATE OF BIRTH <u>7-15-67</u>	(Month)	(Day)	Year	
10. RESIDENCE <u>811 Sue St. Montdale</u>	Street or R.D.	City, Boro. or Twp.	County	State	11. PLACE OF BIRTH <u>New York</u>	(State or Foreign Country)		
12. NUMBER OF THIS MARRIAGE <u>1</u>	6. RACE <input checked="" type="checkbox"/> WHITE	BLACK <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	14. USUAL OCCUPATION <u>CA</u>				
15. PLACE OF THIS MARRIAGE <u>Clearfield</u>	(County)	(State or Foreign Country) <u>PA</u>			16. DATE OF THIS MARRIAGE <u>5-19-84</u>	(Month)	(Day)	Year
17A. NUMBER OF CHILDREN THIS MARRIAGE <u>2</u>	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 <u>2</u>	18. PLAINTIFF HUSBAND <input type="checkbox"/>	WIFE <input checked="" type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	19. DECREE GRANTED TO HUSBAND <input checked="" type="checkbox"/>	WIFE <input type="checkbox"/>	OTHER (Specify) <input type="checkbox"/>	
20. NUMBER OF CHILDREN TO CUSTODY OF <u>2</u>	HUSBAND <input type="checkbox"/>	WIFE <input checked="" type="checkbox"/>	SPLIT CUSTODY <input type="checkbox"/>	OTHER (Specify)	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT <u>5301(c)</u>			
22. DATE OF DECREE (Month)	(Day)	(Year)	23. DATE REPORT SENT TO VITAL RECORDS (Month)	(Day)	(Year)			
24. SIGNATURE OF TRANSCRIBING CLERK								

**FILED**

SEP 27 2000  
O 12-482 P-4  
William A. Shaw  
Prothonotary

the Clerk

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

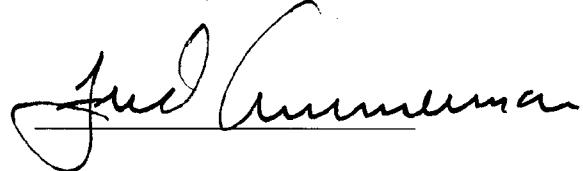
SHEILA M. SUPENIA,  
Plaintiff

vs. : No. 2000-711-CD  
In Divorce  
RICHARD A. SUPENIA,  
Defendant :

DECREE IN DIVORCE

AND NOW, this 2 day of October 2000, IT IS ORDERED  
AND DECREED that **SHEILA M. SUPENIA**, Plaintiff, and **RICHARD A.**  
**SUPENIA**, Defendant, are divorced from the bonds of matrimony.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Judge C. L. Cummiskey". The signature is fluid and cursive, with "Judge" written above the name.

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

SHEILA M. SUPENIA,  
Plaintiff

vs. : No. 2000-711-CD  
In Divorce

RICHARD A. SUPENIA,  
Defendant : :

NOTICE OF ELECTION TO RETAKE FORMER NAME

NOTICE is hereby given that the Plaintiff in the above matter, having been granted a Final Decree in divorce from the bonds of matrimony on the 2nd day of October, 2000, hereby elects to retake and hereafter use her previous name of SHEILA M. KERR and gives this written notice avowing her intention in accordance with the provisions of the Act of May 25, 1939, P. L. 192 as amended.

Sheila M. Supenia  
SHEILA M. SUPENIA

TO BE KNOWN AS:

Sheila M. Kerr.  
SHEILA M. KERR

COMMONWEALTH OF PENNSYLVANIA :  
ss:

COUNTY OF CENTRE : :

On the 16th day of September, 2004, before me a Notary Public, personally appeared Sheila M. Supenia, known to me to be the person whose name is subscribed to the within document and acknowledged that she executed the foregoing for the purpose therein contained.

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

**FILED**

11/2/05 6K

SEP 22 2004 1CC

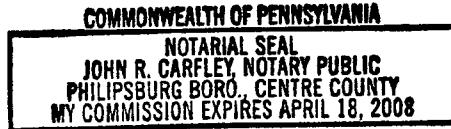
6 Cert. 40

Atty. Cartley

William A. Shaw  
Prothonotary

Atty paid \$10.00

John R. Cartley  
N. P.



FILED

SEP 22 2004

William A. Shaw  
Prothonotary

REC'D 3 1 05

WASH  
VCR

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

Sheila M. Supenia

Vs.

Case No. 2000-711-CD

Richard A. Supenia

CERTIFICATE OF ELECTION TO RETAKE PRIOR NAME

Notice is hereby given that a final Decree in divorce from the bonds of matrimony has been granted in the above captioned matter on October 2<sup>nd</sup>, 2000 and that Sheila M. Supenia hereby elects to retake and hereafter use his/her prior name of Sheila M. Kerr, and gives this written notice avowing his/her intention with the provisions of 54 Pa.C.S.A. Section 704.

s/Sheila M. Supenia

TO BE KNOWN AS:

s/Sheila M. Kerr

Certified from the record  
September 22, 2004

\_\_\_\_\_  
William A. Shaw, Prothonotary

**COPY**