

00-775-CD  
CATHERINE M. COFFEE AND SPRED A. COFFEE, JR.

Date: 09/05/2002

**Clearfield County Court of Common Pleas**

User: BANDERSON

Time: 11:42 AM

Page 1 of 1

**ROA Report**

Case: 2000-00775-CD

Current Judge: Fredric J. Ammerman

Catherine M. Cowfer vs .Fred A. Cowfer Jr.

Divorce with Custody

| Date       |   | Judge                 |
|------------|---|-----------------------|
| 06/29/2000 | Please refer to docket book for entries prior to November, 2000.  | No Judge              |
| 02/23/2001 | Petition for Contempt. Filed by s/Warren B. Mikesell, II, Esquire 3 cc to atty  | No Judge ✓            |
| 02/28/2001 | Rule Returnable, NOW, this 28th day of Feb. 2001, issued upon Fred A. Cowfer, Jr., returnable Apr. 04, 2001. By the Court, s/FAJ,J. 3 cc attt Mikesell  | Fredric J. Ammerman ✓ |
| 03/29/2001 | Answer to Petition for Contempt. filed by s/Kimberly M. Kubista, Esq. Verification, s/Fred A. Cowfer, Jr. 1 cc atty Kubista   | Fredric J. Ammerman ✓ |
| 04/02/2001 | Certificate of Service, Answer to Petition for Contempt, upon Warren Mikesell, Esq. Filed by s/Kimberly M. Kubista, Esq. 1 cc atty Kubista  | Fredric J. Ammerman ✓ |
| 04/09/2001 | Petition for Rehearing in the matter of Petition for Contempt, filed by Atty. Mikesell<br>3 Cert. to Atty.  | Fredric J. Ammerman ✓ |
| 04/11/2001 | ORDER, NOW, this 4th day of Apr. 2001, re: Petition for Contempt be and is hereby DISMISSED. by the Court, s/FJA,J. 2 cc atty Mikesell, atty Kubista  | Fredric J. Ammerman ✓ |
| 04/16/2001 | RULE RETURNABLE, NOW, this 12th day of Apr. 2001, issued upon Fred A. Cowfer, Jr., returnable May 01, 2001, at 3:00 p.m., Courtroom #2. By the Court, s/FJA,J. 3 cc atty Mikesell   | Fredric J. Ammerman ✓ |
| 04/30/2001 | ORDER, AND NOW, this 27th day of April, 2001, re: Argument on Plaintiff's Petition for Rehearing in the matter of Petition for Contempt has been rescheduled from May 1, 2001 to May 11, 2001, at 9:30 a.m. by the Court, s/FJA,J. 1 cc atty Kubista, atty Mikesell   | Fredric J. Ammerman ✓ |
| 05/03/2001 | ORDER, AND NOW, this 3rd day of May, 2001, re: Argument rescheduled from May 11, 2001, to May 24, 2001, at 11:00 a.m. by the Court, s/FJA,J. 1 cc atty Mikesell, Kubista  | Fredric J. Ammerman ✓ |
| 05/04/2001 | Answer To Petition For ReHearing In The Matter of Petition For Contempt, Filed by Atty Kubista. No cc. Certificate of Service, upon Warren Mikesell, filed by Atty Kubista. No cc.  | Fredric J. Ammerman ✓ |
| 05/24/2001 | Order For Mediation Conference and Payment of Costs. By the Court, s/FJA,J. 2 cc atty Mikesell w/Quest. 2 cc atty Kubista w/Quest.<br>ORDER, AND NOW, this 24th day of May, 2001, re: Argument on Plaintiff's Petition for Rehearing has been rescheduled from 05/24/01 to 07/30/01, at 2:00 p.m. by the Court, s/FJA,J. 4 cc to atty               | Fredric J. Ammerman ✓ |
|            | ORDER, NOW, this 24th day of May, 2001, re: Custody Mediation Conference set for May 30, 2001, at 1:00 p.m. by the Court, s/FJA,J. 2 cc atty Kubista, Mikesell  | Fredric J. Ammerman ✓ |
| 06/06/2001 | ORDER, AND NOW, this 5th day of June, 2001, re: Argument rescheduled for Aug. 02, 2001, 9:30 a.m. by the Court, s/FJA,J. 1 cc atty Mikesell, Kubista  | Fredric J. Ammerman ✓ |
| 08/06/2001 | ORDER, NOW this 2nd Day of August, 2001, it is the finding of the Court, that the Defendant is in contempt of the Provisions of Paragraph 11 of the court Order of October 24, 2000. The Defendant shall pay Attorney's Fees and periods of partial custody with appropriate supervision. By The Court, s/FJA,J. 2 Cc to Attys Mikesell and Kubista | Fredric J. Ammerman ✓ |
| 08/05/2002 | Petition for Exclusive Possession of the Marital Residence. Filed by s/Warren B. Mikesell, II, esq. 5 cc to Atty Mikesell   | Fredric J. Ammerman ✓ |
| 08/16/2002 | RULE RETURNABLE, NOW, this 14th day of August, 2002, issued upon FRED A. COWFER, JR., Rule Returnable the 13th day of September, 2002, at 1:30 p.m. by the Court, s/FJA, J. 3 cc Atty Mikesell  | Fredric J. Ammerman ✓ |

CIVIL ACTION

DOCKET 281

JUNE 2000

|                             |                     |   |
|-----------------------------|---------------------|---|
| Warren B. Mikesell II, Esq. | CATHERINE M. COWFER | <p>JUNE 29, 2000, COMPLAINT IN DIVORCE, filed by Warren B. Mikesell, Esq., Attorney for the Plaintiff<br/>Three Certified Copies to Attorney Mikesell</p> <p>JUL 10, 2000, AFFIDAVIT OF MAILING, COMPLAINT IN DIVORCE, UPON FRED A. COWFER, JR.: Filed by s/WARREN B. MIKESELL, JR., ESQ.</p>                         |
|                             | 00-775-CD           | <p>JUL 18, 2000, PRAECIPE TO ENTER APPEARANCE, filed by s/KIMBERLY M. KUBISTA, ESQ.</p> <p>JUL 25, 2000, ANSWER and COUNTERCLAIM, filed by s/KIMBERLY M. KUBISTA, ESQ.</p> <p>VERIFICATION, s/FRED A. COWFER, JR.</p> <p>CERTIFICATE OF SERVICE, filed.</p>   |
| Kimberly M. Kubista         | FRED A. COWFER, JR. | <p>JUL 28, 2000, ORDER OF COURT, RE: CATHERINE M. COWFER ORDERED to APPEAR IN PERSON, August 28, 2000: By the Court, s/FREDERIC J. AMMERMAN, JUDGE</p> <p>AUG. 01, 2000, CERTIFICATE OF SERVICE, ORDER OF COURT SCHEDULING CUSTODY CONFERENCE UPON WARREN B. MIKESELL, ESQ.: filed by s/KIMBERLY M. KUBISTA, ESQ.</p> |
|                             | Pro BY ATTY 105.00  | <p>AUG. 04, 2000, ANSWERS TO COUNTERCLAIM, filed by s/WARREN B. MIKESELL, JR., ESQUIRE</p> <p>OCT. 24, 2000, CONSENT ORDER, re: LEGAL CUSTODY: BY THE COURT, s/FREDERIC J. AMMERMAN, JUDGE</p>  |
|                             |                     | <p><b>PLEASE REFER TO COMPUTER</b></p> <p><b>FOR FURTHER ENTRIES</b></p>  |

In The Court of Common Pleas  
of  
Clearfield County, Pennsylvania

No. \_\_\_\_\_

Catherine M. Cowier  
Plaintiff

Versus

Fred A. Cowier, Jr.  
Defendant

COMPLAINT IN DIVORCE

**FILED**

July 29 2000  
3371 Cathy M. Mckell  
William A. Shaw  
Prothonotary  
Doll 105.00

3cc Cathy Mckell

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

CATHERINE M. COWFER, :  
Plaintiff : No. 00-775-CD  
VS. :  
FRED A. COWFER, JR. : IN DIVORCE  
Defendant :  
:

CASE NUMBER: 00-775-CD

TYPE OF CASE: Divorce

TYPE OF PLEADING: COMPLAINT IN DIVORCE

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: WARREN B. MIKESELL II, ESQUIRE  
Supreme Court I.D. #63717  
115 East Locust Street  
Clearfield, PA 16830  
(814) 765-6605

CHILDREN OF THIS MARRIAGE UNDER AGE OF 18:

Kristy Marie Cowfer  
d.o.b: 06-28-89  
Age: 10

Jennifer Lynn Cowfer  
d.o.b: 09-27-91  
Age: 8

Tyler Allen Cowfer  
d.o.b: 09-30-94  
Age: 5

**FILED**

CHILDREN OF THIS MARRIAGE OVER AGE OF 18:

NONE.

JUN 29 2000

William A. Shaw  
Prothonotary

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

CATHERINE M. COWFER, :  
Plaintiff : No. 00- -CD  
VS. :  
: IN DIVORCE  
FRED A. COWFER, JR. :  
Defendant :  
:

**NOTICE TO DEFEND AND CLAIM RIGHTS**

You have been sued in Court for:

|  |  |
|--|--|
| <input checked="" type="checkbox"/> Divorce              | <input type="checkbox"/> Annulment of Marriage             |
| <input type="checkbox"/> Support                         | <input checked="" type="checkbox"/> Custody and Visitation |
| <input checked="" type="checkbox"/> Division of Property | <input type="checkbox"/> Alimony                           |
| <input type="checkbox"/> Temporary Alimony               | <input checked="" type="checkbox"/> Attorney Fees          |
| <input type="checkbox"/> Costs                           |  |

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 or other rights important to you, including custody or visitation of your children.

When the ground for 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 at Clearfield County Courthouse, Clearfield, Pennsylvania, 16830.

**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  
CLEARFIELD COUNTY COURTHOUSE  
2nd & Market Street  
Clearfield, PA 16830

(814) 765-2641 Ex. 50-51

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

CATHERINE M. COWFER, :  
Plaintiff : No. 00- -CD  
VS. :  
FRED A. COWFER, JR. : IN DIVORCE  
Defendant :  
:

C O M P L A I N T

AND NOW, Comes the Plaintiff, CATHERINE M. COWFER, who by and through her attorney, Warren B. Mikesell, II, Esquire, presents the following Complaint in Divorce:

**COUNT I - DIVORCE/IRRETRIEVABLE BREAKDOWN 3301(c) and/or (d)**

1. That the Plaintiff, CATHERINE M. COWFER, is an adult individual who is presently residing at HC-1 Box 81, Madera, Pennsylvania, 16661.
2. That the Defendant, FRED A. COWFER, JR., is an adult individual who is presently residing at P.O. Box 12, New Millport, Pennsylvania, 16861.
3. The Plaintiff has been a bona fide resident in the Commonwealth of Pennsylvania for at least six (6) months immediately prior to filing this Complaint.
4. That Plaintiff and Defendant were married on February 25, 1989, in Glen Richey, Clearfield County, Pennsylvania.
5. There has been no prior action for divorce or annulment instituted by either of the parties in this or any other jurisdiction.

6. That there has been an irretrievable breakdown of the marriage relationship of the parties within the meaning of Act. No. 26 of the Commonwealth of Pennsylvania, Section 3301(c) and/or (d).

7. That the Plaintiff has been advised of availability of counseling and the right to request that the Court require the parties to participate in counseling.

8. WHEREFORE, Plaintiff requests your Honorable Court to enter a decree in divorce, divorcing the Plaintiff and Defendant absolutely.

**COUNT II - EQUITABLE DIVISION OF PROPERTY**

9. That the Plaintiff hereby incorporates by reference all the averments contained in Paragraphs 1 through 8 above as if each averment were set forth fully hereunder.

10. Plaintiff and Defendant have legally and beneficially acquired property, both real and personal, during their marriage, all of which property is "marital property", and have incurred various debts.

11. Plaintiff and Defendant have been unable to agree as to an equitable division of said property to the date of the filing of this Complaint.

12. WHEREFORE, the Plaintiff respectfully requests this Honorable Court to equitably divide all marital property and to enjoin it from being removed, disposed of, alienated, sold or otherwise encumbered pending final hearing and settlement of all claims.

COUNT III - CUSTODY

13. That the Plaintiff hereby incorporates by reference all the averments contained in Paragraphs 1 through 12 above as if each averment were set forth fully hereunder.

14. Plaintiff seeks custody of the following children:

Kristy Marie Cowfer  
d.o.b: 06-28-89  
Age: 10

Jennifer Lynn Cowfer  
d.o.b: 09-27-91  
Age: 8

Tyler Allen Cowfer  
d.o.b: 09-30-94  
Age: 5

15. The children were all born in wedlock.

16. The children are presently in the custody of Plaintiff, who resides at HC-1 Box 81, Madera, Clearfield County, Pennsylvania, 16661.

17. During the past five years, the children have resided with the Plaintiff and the Defendant at the following address:

HC-1 Box 81, Madera, Clearfield County,  
Pennsylvania, 16661

18. The mother of the children is Catherine M. Cowfer, currently residing at HC-1 Box 81, Madera, PA, 16661.

19. She is married.

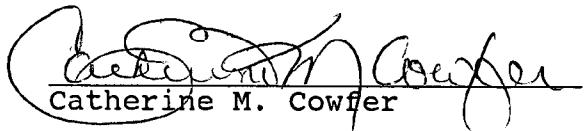
20. The father of the children is Fred A. Cowfer, Jr., currently residing at P.O. Box 12, New Millport, PA 16861.

21. He is married.

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS.

A F F I D A V I T

Before me, the undersigned officer, personally appeared, CATHERINE M. COWFER, who being duly sworn according to law deposes and says that the facts set forth in the foregoing **COMPLAINT IN DIVORCE** are true and correct to the best of her knowledge, information, and belief.

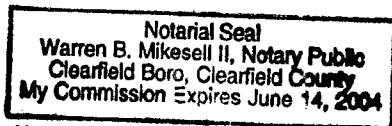


Catherine M. Cowfer  
Catherine M. Cowfer

Sworn to and subscribed  
before me this 28th day  
of June, 2000.



Warren B. Mikesell II



Member, Pennsylvania Association of Notaries

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

CATHERINE M. COWFER,  
Plaintiff : No. 00-775-CD  
VS. :  
FRED A. COWFER, JR.,  
Defendant : IN DIVORCE

AFFIDAVIT OF MAILING

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :  
:

WARREN B. MIKESELL II, Esquire, being duly sworn according to law, deposes and says that as attorney for Plaintiff, CATHERINE M. COWFER, he did on July 1, 2000, serve the Defendant, FRED A. COWFER, JR., with a certified copy of the Complaint in Divorce in regard to the above-captioned matter by certified mail, return receipt requested, said return receipt being attached hereto as Exhibit "A".

Warren B. Mikesell II

Warren B. Mikesell II

Attorney for Plaintiff

Sworn to and subscribed  
before me this 7th day  
of July, 2000.

William A. Shaw

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

**FILED**

JUL 10 2000  
O/107/2000  
William A. Shaw  
Prothonotary

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Mr. Fred A. Cowfer, Jr.  
P.O. Box 12  
New Millport, PA 16861

**COMPLETE THIS SECTION ON DELIVERY****A. Received by (Please Print Clearly)**

LEOTA M. HUTTON

**B. Date of Delivery**

7/1/00

**C. Signature**

*Leota M. Hutton*

Agent

Addressee

**D. Is delivery address different from item 1?**

Yes

If YES, enter delivery address below:  No

**3. Service Type**

|  |   |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail                   |
| <input type="checkbox"/> Registered                | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail              | <input type="checkbox"/> C.O.D.                         |

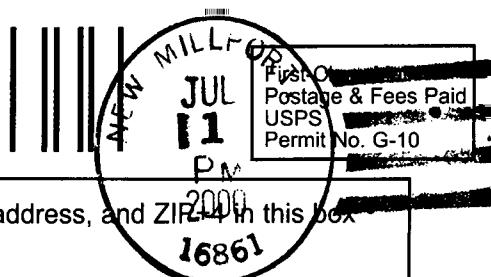
**4. Restricted Delivery? (Extra Fee)**

Yes

**2. Article Number (Copy from service label)**

7099 3400 0002 7588 7696

UNITED STATES POSTAL SERVICE



- Sender: Please print your name, address, and ZIP code in this box

MIKESELL & MIKESELL  
115 EAST LOCUST STREET  
CLEARFIELD PA 16830

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

CATHERINE M. COWFER, :  
Plaintiff : No. 00-775-CD  
VS. :  
: IN DIVORCE  
FRED A. COWFER, JR., :  
Defendant :  
:

EXHIBIT "A"

**FILED**

JUL 10 2000  
Clerk's Office  
William A. Shaw  
Prothonotary

*AS*

3  
BELLIN & KUBISTA  
ATTORNEYS AT LAW  
16 NORTH FRONT STREET  
P.O. BOX 1  
CLEARFIELD, PENNSYLVANIA 16830

**FILED**

JUL 18 2000  
07/13/00 Cc. atty Kubista  
William A. Shaw  
Prothonotary

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

CATHERINE M. COWFER, :  
Plaintiff :  
:  
vs. : No. 00-775-CD  
:  
FRED A. COWFER, JR., :  
Defendant :  
:

PRAECIPE TO ENTER  
APPEARANCE

Filed on behalf of

Defendant

Counsel of Record for  
this Party:

Kimberly M. Kubista  
Attorney-At-Law  
Pa. I.D. 52782

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**FILED**

JUL 18 2000

William A. Shaw  
Prothonotary

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

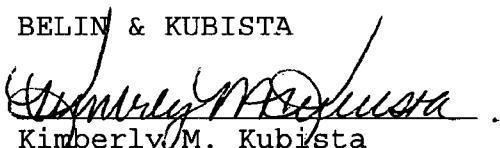
CATHERINE M. COWFER, :  
Plaintiff :  
:  
vs. : No. 00-775-CD  
:  
FRED A. COWFER, JR., :  
Defendant :  
:

**PRAECIPE TO ENTER APPEARANCE**

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Defendant in  
reference to the above captioned action.

BELIN & KUBISTA

  
Kimberly M. Kubista

Date: 7-7-00

3  
CLEARFIELD, PENNSYLVANIA 16830  
15 NORTH FRONT STREET  
P. O. BOX 1  
ATTORNEYS AT LAW  
BELLIN & KUBISTA

**FILED**

JUL 25 2000  
3105/act, Kubista  
William A. Shaw  
Prothonotary  
PA \$15.00

Key No. 22

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

|                      |   |               |
|----------------------|---|---------------|
| CATHERINE M. COWFER, | : |               |
| Plaintiff            | : |               |
|                      | : |               |
| vs.                  | : | No. 00-775-CD |
|                      | : |               |
| FRED A. COWFER, JR., | : |               |
| Defendant            | : |               |

ANSWER AND  
COUNTERCLAIM

File on behalf of

Defendant

Counsel of Record for  
this Party:

Kimberly M. Kubista  
Attorney-At-Law  
Pa. I.D. 52782

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**FILED**

JUL 25 2000

William A. Shaw  
Prothonotary

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

CATHERINE M. COWFER, :  
Plaintiff :  
vs. : No. 00-775-CD  
FRED A. COWFER, JR., :  
Defendant :  
:

ANSWER TO COMPLAINT  
AND COUNTERCLAIM

NOW COMES the Defendant, FRED A. COWFER, JR., by and through his attorneys, Belin & Kubista, and sets forth the following Answer to Complaint and Counterclaim, and in support thereof would aver as follows:

COUNT I – DIVORCE/IRRETRIEVABLE BREAKDOWN 3301(C) AND/OR (D)

1. Paragraph one is admitted.
2. Paragraph two is admitted.
3. Paragraph three is admitted.
4. Paragraph four is admitted.
5. Paragraph five is admitted.
6. Paragraph six is admitted.
7. Paragraph seven is admitted.
8. Paragraph eight is admitted

WHEREFORE, Defendant requests Your Honorable Court to enter a Decree in Divorce, divorcing Plaintiff and Defendant absolutely.

COUNT II – EQUITABLE DISTRIBUTION

9. Paragraph nine – no answer required.
10. Paragraph ten is admitted.
11. Paragraph eleven is admitted.
12. Paragraph twelve is admitted.

WHEREFORE, Defendant requests the Court to equitably divide all marital property and to enjoin it from being removed, disposed of, alienated, sold or otherwise encumbered pending final hearing and settlement of all claims.

COUNT III – CUSTODY

13. Paragraph thirteen – no answer required.
14. Paragraph fourteen admitted.
15. Paragraph fifteen is admitted.
16. Paragraph sixteen is admitted.
17. Paragraph seventeen is admitted.
18. Paragraph eighteen is admitted.
19. Paragraph nineteen is admitted.
20. Paragraph twenty is admitted.
21. Paragraph twenty-one is admitted.
22. Paragraph twenty-two is admitted.
23. Paragraph twenty-three is admitted.
24. Paragraph twenty-four is admitted.
25. Paragraph twenty-five is admitted.
26. Paragraph twenty-six is admitted.

27. Paragraph twenty-seven is admitted.

28. Paragraph twenty-seven is admitted.

WHEREFORE, Defendant respectfully requests Your Honorable Court to grant Plaintiff primary physical custody subject to Defendant's periods of partial custody.

COUNT IV – ATTORNEY'S FEES

29. Paragraph twenty-nine – no answer required.

30. Paragraph thirty is admitted in part and denied in part. It is admitted that Plaintiff has employed Warren B. Mikesell, II, Esquire, as counsel; however, it is denied that Plaintiff is unable to pay the necessary and reasonable attorneys' fees for said counsel.

WHEREFORE, Defendant requests your Honorable Court to deny Plaintiff's request for attorney's fees.

COUNTERCLAIM

NOW COMES the Defendant, FRED A. COWFER, JR., by and through his attorneys, Belin & Kubista, and sets forth the following Counterclaim, and in support thereof would aver as follows:

COUNT V – PARTIAL CUSTODY

31. Paragraph one through thirty-one of Defendant's Answer to Complaint are incorporated herein by reference and made a part hereof as though set forth in full.

32. Defendant seeks partial custody of the following children:

Kristy Marie Cowfer – d.o.b. June 28, 1989  
Jennifer Lynn Cowfer – d.o.b. September 27, 1991  
Tyler Allen Cowfer – d.o.b. September 30, 1994

33. The children were born in wedlock.

34. The children are presently in the custody of Plaintiff, who resides at HC-1, Box 81, Madera, Pennsylvania 16661.

35. During the past five years, the children have resided with the following persons and at the following addresses:

Catherine M. Cowfer and Fred A. Cowfer, Jr., at HC-1, Box 81, Madera, Pennsylvania 16661 from 1995 until April 14, 2000.

Catherine M. Cowfer, at HC-1, Box 81, Madera, Pennsylvania 16661 from April 14, 2000 to the present.

36. The mother of the children is Catherine M. Cowfer, who resides at HC-1, Box 81, Madera, Pennsylvania.

37. She is married.

38. The father of the children is Fred A. Cowfer, Jr., who resides at P.O. Box 12, New Millport, Pennsylvania.

39. He is married.

40. The relationship of the Plaintiff to the children is that of parent. The Plaintiff currently resides with the following persons:

Kristy Marie Cowfer - Daughter  
Jennifer Lynn Cowfer - Daughter  
Tyler Allen Cowfer - Son

41. The relationship of Defendant to the children is that of parent. The Defendant currently resides alone.

42. Defendant has not participated as a party or witness, or in any capacity, in other litigation concerning the custody of the children in this or another court.

43. Defendant has no information of a custody proceeding concerning the children pending in a court of this Commonwealth.

44. Defendant does not know of a person not a party to the proceedings who has physical custody of the children or claims to have custody or visitation rights with respect to the children.

45. The best interest and permanent welfare of the children will be served by granting the relief requested because it is in the best interest of the children to maintain continuos contact with both parents.

WHEREFORE, Defendant requests Your Honorable Court to grant periods of partial custody of the children to Defendant.

COUNT VI – ALIMONY, ALIMONY PENDENTE LITE

46. Paragraphs one through forty-six of this Counterclaim are incorporated herein by reference as though set forth in full.

47. Defendant lacks sufficient property to provide for his reasonable means and is unable to support himself.

48. Defendant requires reasonable support to adequately maintain himself in accordance with the standard of living established during the marriage.

49. Defendant believes and therefore avers that Plaintiff is gainfully employed and is capable of supporting the Defendant.

WHEREFORE, Defendant requests Your Honorable Court to enter an award of reasonable alimony until final hearing and permanently thereafter.

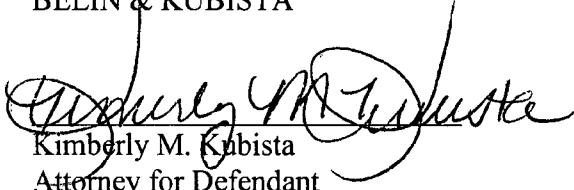
COUNT VII - ATTORNEY'S FEES, COSTS AND EXPENSES

50. Paragraphs one through fifty of this Counterclaim are incorporated herein by reference and made a part hereof as though set forth in full.

51. Defendant has employed Kimberly M. Kubista as counsel in this divorce action but is unable to pay the necessary and reasonable attorneys fees for said counsel and the expense and costs of this action.

WHEREFORE, Defendant requests Your Honorable Court to enter an award of temporary counsel fees, costs and expenses as are deemed appropriate.

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Defendant

COMMONWEALTH OF PENNSYLVANIA

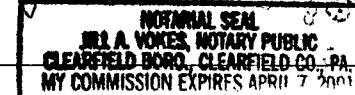
: ss

COUNTY OF CLEARFIELD

Before me, the undersigned Officer, personally appeared FRED A. COWFER, JR., who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer to Complaint and Counterclaim are true and correct to the best of his knowledge, information and belief.

  
FRED A. COWFER, JR.

SWORN and SUBSCRIBED before me this 24<sup>th</sup> day of July, 2000.



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

CATHERINE M. COWFER,  
Plaintiff

vs. : No. 00-775-CD

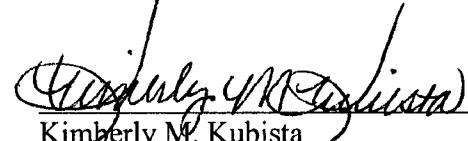
FRED A. COWFER, JR.,  
Defendant

CERTIFICATE OF SERVICE

This is to certify that I have served a true and correct copy of Answer to  
Complaint and Counterclaim in the above captioned matter to the following party by first-class,  
postage prepaid mail, on the 25th day of July, 2000:

Warren Mikesell, II, Esquire  
115 E. Locust Street  
Clearfield, PA 16830

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Defendant

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

CATHERINE M. COWFER, :  
Plaintiff :  
: vs. : No. 00-775-CD  
: :  
FRED A. COWFER, JR., :  
Defendant :  
:

ORDER OF COURT

You, CATHERINE M. COWFER, Plaintiff, have been sued in court to obtain partial custody of the following children: Kristy Marie Cowfer – d.o.b. June 28, 1989, Jennifer Lynn Cowfer – d.o.b. September 27, 1991, Tyler Allen Cowfer – d.o.b. September 30, 1994.

You are ordered to appear in person at Clearfield County Courthouse on August 28, 2000 at 9:00 A.M. for a conference. Please report to the Court Administrator's Office, 2nd Floor, Clearfield County Courthouse, Clearfield, Pennsylvania. You will be directed as to where the conference will be held.

If you fail to appear as provided by this Order, an Order for custody, partial custody or visitation may be entered against you or the Court may issue a warrant for your arrest.

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 Courthouse  
Clearfield, PA 16830  
(814) 765-2641

Date: 7/27/00

BY THE COURT  
  
Judge **FILED**

JUL 28 2000

William A. Shaw  
Prothonotary

## AMERICAN WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

Date: \_\_\_\_\_

District Court Administrator

**FILED**

JULY 28 2000  
OCT 11 2000  
William A. Shaw  
Prothonotary

*EB*

BELIN & KUBISTA

CLEARFIELD, PENNSYLVANIA 16230

P.O. BOX 1

15 NORTH FRONT STREET

ATTORNEYS AT LAW

**FILED**

AUG 01 2000

O/0:59/100cc  
William A. Shaw  
Prothonotary

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

CATHERINE M. COWFER, :  
Plaintiff :  
: vs. : No. 00-775-CD  
: :  
FRED A. COWFER, JR. :  
Defendant :  
:

CERTIFICATE OF SERVICE

File on behalf of

Defendant

Counsel of Record for  
this Party:

Kimberly M. Kubista  
Attorney-At-Law  
Pa. I.D. 52782

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**FILED**

AUG 1 2000

William A. Shaw  
Prothonotary

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

CATHERINE M. COWFER,  
Plaintiff

vs. : No. 00-775-CD

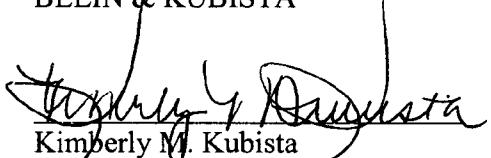
FRED A. COWFER, JR.,  
Defendant

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Order of Court scheduling custody conference in the above captioned matter to the following party by first-class, postage prepaid mail, on the 31st day of July, 2000:

Warren B. Mikesell, Esquire  
115 E. Locust Street  
Clearfield, PA 16830

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Defendant

In The Court of Common Pleas  
of  
Clearfield County, Pennsylvania

No. 00-775-CD

Catherine M. Cowfer  
Plaintiff

Versus

Fred A. Cowfer, Jr.  
Defendant

Answers to Counterclaim

**FILED**

Aug 04 2000  
OQ 88/3cc atty  
William A. Shaw  
Prothonotary

*kes*  
*Mikesell*

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

CATHERINE M. COWFER,  
Plaintiff

VS.

FRED A. COWFER, JR.,  
Defendant

: No. 00-775-CD

Type of Pleading:  
ANSWERS TO COUNTERCLAIM

Filed on behalf of:  
PLAINTIFF: Catherine M. Cowfer

Counsel of record for this  
party:

Warren B. Mikesell, II  
PA I.D. No. 63717

115 East Locust Street  
Clearfield, PA 16830  
(814) 765-6605

FILED

AUG 04 2000

William A. Shaw  
Prothonotary

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

CATHERINE M. COWFER, :  
Plaintiff :  
VS. : No. 00-775-CD  
FRED A. COWFER, JR., :  
Defendant :  
:

ANSWERS TO COUNTERCLAIM

NOW COMES the Plaintiff, CATHERINE M. COWFER, by and through her attorney, Warren B. Mikesell, II, and sets forth the following Answer to Counterclaim, and in support thereof would aver as follows:

COUNT V - PARTIAL CUSTODY

1. Paragraph thirty-one - no answer is required.
2. Paragraph thirty-two is admitted.
3. Paragraph thirty-three is admitted.
4. Paragraph thirty-four is admitted.
5. Paragraph thirty-five is admitted.
6. Paragraph thirty-six is admitted.
7. Paragraph thirty-seven is admitted.
8. Paragraph thirty-eight is admitted.
9. Paragraph thirty-nine is admitted.
10. Paragraph forty is admitted.
11. Paragraph forty-one is admitted in part and denied in part. It is admitted that the Defendant is the parent of the children; however, it is denied that he lives alone. If the

Defendant is residing at P.O. Box 12, New Millport, Pennsylvania, it is believed that he is living with the following individuals:

Brian Hutton - brother-in-law  
Leota Hutton - sister-in-law  
Christopher Hutton - nephew  
Brandon Hutton - nephew  
Ronald Hutton - brother-in-law

However, it is believed that he resides with an adult female individual named Jane in Kelleytown, Pennsylvania.

12. Paragraph forty-two is admitted.
13. Paragraph forty-three is admitted.
14. Paragraph forty-four is admitted.
15. Paragraph forty-five - no answer is required.

However, provided this averment requires an answer, it is admitted that it is in the best interest of the children that they maintain a normal relationship with their father provided, however, the Defendant, Fred A. Cowfer, Jr., can demonstrate he can act civilly with the children, exercise good parental judgment and refrain from verbal and physical abuse of the children.

WHEREFORE, the Plaintiff requests this Honorable Court to, if necessary, review the matter and to approve reasonable visitation under the circumstances after testimony in the matter.

COUNT VI - ALIMONY, ALIMONY PENDENTE LITE

16. Paragraph forty-six - no answer is required.
17. Paragraph forty-seven is denied. It is denied that the Defendant lacks sufficient property to provide for his reasonable means. The Defendant has a property situate at

P.O. Box 12, New Millport, Pennsylvania, which is contrary to this averment. According to the DRO Order of July 6, 2000, (attached hereto as Exhibit "A") the Defendant makes \$1,572.51 per month, which amount is believed to be understated. There is no mortgage payment for the residence property of the Defendant and his only expenses are utilities. Furthermore, the Defendant collects \$250.00 in rent from the individuals listed in Paragraph forty-one and also collects unemployment benefits while performing odd jobs for his uncle (his employer) during winter months.

18. Paragraph forty-eight is denied. It is denied that the Defendant requires reasonable support. According to the DRO Order of July 6, 2000, (attached hereto as Exhibit "A") the Defendant makes \$1,572.51 per month, which amount is believed to be understated. There is no mortgage payment for the residence property of the Defendant and his only expenses are utilities. Furthermore, the Defendant collects \$250.00 in rent from the individuals listed in Paragraph forty-one and also collects unemployment benefits while performing odd jobs for his uncle (his employer) during winter months.

19. Paragraph forty-nine is admitted in part and denied in part. It is admitted that the Plaintiff is gainfully employed, but it is denied that she is capable of supporting the Defendant while, at the same time, being responsible for raising the parties' three (3) children as well as make the mortgage

payments for the marital residence situate at HC-1 Box 81,  
Madera, Pennsylvania.

WHEREFORE, the Plaintiff requests your Honorable Court  
to deny any award of support, alimony or temporary alimony as  
requested.

**COUNT VII - ATTORNEY'S FEES, COSTS AND EXPENSES**

20. Paragraph fifty - no answer is required.

21. Paragraph fifty-one is admitted in part and denied  
in part. It is admitted that the Defendant has employed Kimberly  
M. Kubista, Esquire, as his counsel; however, it is denied that  
the Defendant is unable to pay the necessary and reasonable  
attorney fees for said counsel.

WHEREFORE, the Plaintiff requests your Honorable Court  
to deny an award of temporary or final counsel fees, costs and  
expenses.



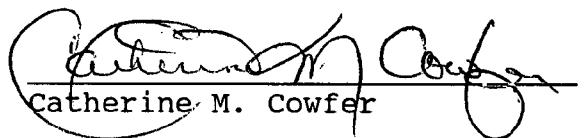
8-3-00



Warren B. Mikesell, II  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA : : ss.  
COUNTY OF CLEARFIELD : :

Before me, the undersigned Officer, personally appeared CATHERINE M. COWFER, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer to Counterclaim are true and correct to the best of her knowledge, information and belief.



Catherine M. Cowfer

SWORN and SUBSCRIBED  
before me this 3rd  
day of August, 2000



Notarial Seal  
Warren B. Mikesell II, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires June 14, 2004

Member, Pennsylvania Association of Notaries

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

CATHERINE M. COWFER, :  
Plaintiff :  
: :  
vs. : :  
: :  
FRED A. COWFER, JR., :  
Defendant :  
:

No. 00-775-CD

**FILED**

OCT 24 2000

CONSENT ORDER

William A. Shaw  
Prothonotary

AND NOW, this 24 day of October, 2000, the parties having agreed, it is hereby ORDERED and DECREED that the parties, hereinafter referred to as "Mother" and "Father" respectively, shall share legal custody of their minor children; namely, Kristy Marie Cowfer, born on June 28, 1989; Jennifer Lynn Cowfer, born on September 27, 1991; and Tyler Allen Cowfer, born on September 30, 1994, with the physical custody to be as follows:

1. Mother shall have primary physical custody of their minor children, Kristy Marie Cowfer, Jennifer Lynn Cowfer and Tyler Allen Cowfer, subject to Father's periods of partial custody as hereinafter setforth.

2. Father shall have the option of partial custody of the minor children at his residence as follows:

(a) During the regular school year: Every Tuesday and Thursday from 6:00 p.m. until 8:00 p.m. with exception for illnesses.

(b) Every other weekend commencing on Friday at 6:00 p.m. until the following Sunday evening at 6:00 p.m.--without exception for illness.

(c) Father shall be entitled to visitation with the minor children on Father's Day, as celebrated, from 9:00 a.m. to 9:00 p.m., and on Father's birthday from 6:00 p.m. to 9:00 p.m., if he does not have visitation of the minor children on those days.

(d) Mother shall be entitled to visitation with the minor children on Mother's Day, as celebrated, from 9:00 a.m. to 9:00 p.m., and on Mother's birthday from 6:00 p.m. to 9:00 p.m., if she does not have visitation of the minor children on those days.

3. The parties shall alternate physical custody of said minor children on the holidays of Easter, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving and New Year's Eve, from 9:00 a.m. to 9:00 p.m., with the holiday to take precedence over the alternate weekend, week night visits or vacation visits.

The term alternate shall be interpreted to mean that the respective party will have custody of the said minor children on the above-listed holidays on one year, and the following year the other party is to have custody on that holiday. Mother shall enjoy custody of said minor children on all even years on Memorial Day, Labor Day and New Year's Eve (December 31st)--commencing with Labor Day, 2000; Father would have the said minor children on all even years on Easter, Independence Day (July 4th) and Thanksgiving Day--commencing with Thanksgiving Day, 2000.

Mother would have custody of the minor children on all odd years (commencing in the year 2001) on Easter, Independence Day (July 4th) and Thanksgiving; Father would have custody of the said minor children on odd years on Memorial Day, Labor Day and New Year's Eve (December 31st). This pattern would be continued in each and every subsequent year.

For purposes of visitation on Thanksgiving, on all even years, Father shall be entitled to partial custody of the minor children from the end of the school day on the Wednesday before Thanksgiving Day until the following day, Thursday, until 9:00 p.m.

For purposes of visitation on New Year's Eve (December 31st), on all odd years, Father shall be entitled to partial custody from 4:00 p.m. on December 31st until 3:30 p.m. on January 1st. Mother shall have partial custody starting in the year 2000 and all even years thereafter from 4:00 p.m. on December 31st until 3:30 p.m. on January 1st; on even years, Father shall be entitled to visitation with the minor children on January 1st from 3:30 p.m. until 9:30 p.m.

4. The parties shall also share the Christmas holiday with Mother to have custody of the minor children on all even years and Father to have custody on all odd years. On even years, Mother shall be entitled to have the minor children from 4:00 p.m. on Christmas Eve (December 24th) until 3:00 p.m. on Christmas Day (December 25<sup>th</sup>), thence Father shall be entitled to have the minor children from 3:00 p.m. on Christmas Day (December

25<sup>th</sup>) until December 26<sup>th</sup> at 3:00 p.m. On odd years, Mother shall have partial custody of the minor children from 3:00 p.m. on December 25<sup>th</sup> until 3:00 p.m. on December 26<sup>th</sup>. For the remainder of the school holiday, Mother and Father shall share visitation of the minor children equally, with school holiday time being considered December 27<sup>th</sup> through January 1st.

5. Each party shall enjoy two (2) weeks (fourteen consecutive days) per year with the minor children as agreed upon by the parties. These fourteen (14) consecutive days shall not include the children's birthdays, the party's birthdays, Mother's or Father's Day or the Christmas holiday. It is the intent of the parties that each will have a two (2) week uninterrupted vacation period with the minor children at a time convenient for the parties.

Father and Mother shall submit to each other two (2) proposed vacation periods in writing and they each shall then have one (1) week from the receipt thereof to choose one. In the event either shall fail to make an election as to which week he or she would prefer to have the children, the requesting party shall be entitled to the period of his or her choice. The proposals must be submitted at least thirty (30) days in advance.

5. Father and Mother shall have the right to partial custody of the minor children for special family events (i.e. birthday parties, reunions and anniversaries, etc.) upon timely notice given to the respective party at least three (3) days prior to the said event. Father and Mother shall have the right

to have the children in such cases for a reasonable period of time for said special event with the parent requesting custody for the special event being responsible for transportation of said children to and from the said event.

6. For all periods of partial custody herein provided for in Paragraph 2, Mother shall provide Father with suitable clothing for the children (i.e. clothes, shoes, gloves, coats, etc.). Father is to return same in like condition to Mother upon the cessation of the relevant custody periods.

7. Both parties agree that during periods of custody or partial custody, as the case may be, that the non-custodial parent shall be given advanced notice of: (1) when children will be taken out of the county for extended periods in excess of twenty-four (24) consecutive hours; (2) where they will be going; and (3) the duration of the said period of removal from the county.

9. Father shall have partial custody of the minor children at any other times that the parties can mutually agree.

10. Father shall be responsible for picking the children up to initiate all periods of partial custody, while Mother shall be responsible for obtaining the children at the conclusion of periods of partial custody unless, for convenience purposes, the parties agree otherwise from time to time. It is agreed that the current residence properties shall be the point and place where the children will be exchanged unless otherwise agreed to by both parties in advance of the scheduled exchange. It is further

agreed and understood that the time and place for exchange will be strictly adhered to by both parties at the time and place for exchange. Accordingly, neither party shall be required to wait longer than fifteen (15) minutes at the point and place of exchange. In the event one of the parties are late in excess of fifteen (15) minutes, the said party shall be responsible for retrieving the minor child/children at the residence of the custodial parent.

11. Neither party shall malign or speak in a derogatory fashion about the other party in the presence of the children, nor will he or she permit anyone else to do so. Moreover, each parent will exercise his or her best efforts to promote a healthy relationship between the children and the other parent. The parties are directed to conduct themselves in a reasonable and appropriate manner at all times during their interactions with each other and their family members concerning partial custody and custody of the children and issues relating to the minor children's care.

12. Mother and Father shall make every effort to discuss and decide which, if any, extra-curricular activities the said minor children shall be enrolled in with each parent having an equal say in all decisions. Mother and Father shall share the required expenses (including minimum fees, costs, equipment and clothing required for said approved activities) for any extra-curricular activities mutually agreed upon by the parties.

Neither parent shall be permitted to unreasonably withhold their

consent to normal extra-curricular activities; however, it is recognized that each parent may have circumstances such as employment, work schedules and finances which control whether the said children may attend certain activities. Mother and Father are to work together in this regard and are to keep the best interest of the minor children in mind in making all decisions. During Father's periods of partial custody, he shall be responsible for making arrangements of transporting the minor children to and from extra-curricular activities.

13. The parties shall share full legal custody of their children. In entering this Order, this Court follows the definitions provided by Pa.R.C.P. 1915.1(b) which states "legal custody means the legal right to make major decisions affecting the best interest of the minor children, including but not limited to, medical, religious and educational decisions" and wherein each parent shall have equal access to any and all medical, dental, school and legal records. Medical and dental providers--as well as school administrations--shall accept this Order as authorization to release documentation to each parent. In addition, it is understood by both parents, that they shall communicate fully with the other in an effort to assure that all directives pertaining to the minor children from physicians, dentists and teachers are followed absolutely and all information pertaining to any prescriptions the children are on is exchanged between the parties.

14. Neither custodial parent shall restrict telephone contact between the children and the non-custodial parent.

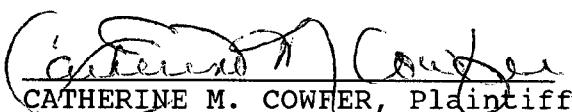
15. The terms of this Consent Order are based upon the current addresses of the parties hereto.

BY THE COURT,

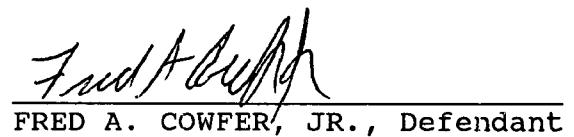


Judge

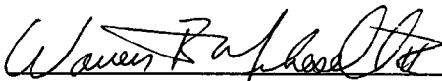
We do hereby consent to the Order contained herewith.



CATHERINE M. COWFER, Plaintiff



FRED A. COWFER, JR., Defendant



WARREN B. MIKESELL II, Esquire  
Attorney for Plaintiff



KIMBERLY M. KUBISTA, Esquire  
Attorney for Defendant

FILED

OCT 24 2000  
814:00 3ccath mball  
William A. Shaw  
Prothonotary  
Eas

CLERK'S OFFICE, CLEARFIELD COUNTY, PENNSYLVANIA 16830  
116 EAST LOCUST STREET  
ATTORNEYS AT LAW  
MIKESELL & MIKESELL

In The Court of Common Pleas  
of  
Clearfield County, Pennsylvania

No. 00-775-CD

Catherine M. Cowfer  
Plaintiff

Versus

Fred A. Cowfer, Jr.  
Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CATHERINE M. COWFER, :  
Plaintiff : No. 00-775-CD  
VS. :  
FRED A. COWFER, JR., : IN DIVORCE  
Defendant :  
:

CASE NUMBER: 00-775-CD

TYPE OF CASE: Divorce/Custody

TYPE OF PLEADING: PETITION FOR CONTEMPT

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: WARREN B. MIKESELL II, ESQUIRE  
Supreme Court I.D. #63717  
115 East Locust Street  
Clearfield, PA 16830  
(814) 765-6605

**FILED**

I hereby certify this to be a true  
copy of the original  
document filed in this case.

FEB 23 2001

0/3:55/6

William A. Shaw Attest.  
Prothonotary

3 C.R.R. to Attn.

FEB 23 2001

William A. Shaw  
Prothonotary

SPD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

|                      |   |               |
|----------------------|---|---------------|
| CATHERINE M. COWFER, | : |               |
| Plaintiff            | : | No. 00-775-CD |
|                      | : |               |
| vs.                  | : |               |
|                      | : |               |
| FRED A. COWFER, JR., | : | IN DIVORCE    |
| Defendant            | : |               |

PETITION FOR CONTEMPT

AND NOW, Comes the Plaintiff, CATHERINE M. COWFER, who by and through her attorney, Warren B. Mikesell, II, Esquire, presents the following Petition for Contempt:

1. The Petitioner and Respondent entered into a Consent Order (approved by Court Order dated October 24, 2000, a copy of which is hereby attached) covering the parties three (3) children, namely, KRISTY MARIE COWFER, age 11; JENNIFER LYNN COWFER, age 9; and TYLER ALLEN COWFER, age 6.

2. The said Court Order of October 24, 2000, states the Mother (your Petitioner) was to have primary custody subject to Father's (your Respondent's) periods of partial custody in accordance with the terms and conditions therein set forth.

3. Pursuant to Paragraph 11 of said Court Order dated October 24, 2000, the parties agreed as follows:

"Neither party shall malign or speak in a derogatory fashion about the other party in the presence of the children, nor will he or she permit anyone else to do so. Moreover, each parent will exercise his or her best efforts to promote a healthy relationship between the children and the other parent. The parties are directed to conduct themselves in a reasonable and appropriate manner at all times during their interactions with each other and their family members

concerning partial custody and custody of the children and issues relating to the minor children's care."

4. The Respondent has repeatedly violated the spirit and the letter of the terms and conditions of Paragraph 11 of the Consent Order dated October 24, 2000, whereby the Respondent and/or his live-in paramour have continuously spoken about your Petitioner to the children in a negative fashion.

5. The Respondent has threatened bodily injury and/or death to your Petitioner and an individual close to her and directed said threats to the children. As evidence of the same, the Respondent and/or his live-in paramour, have taught the children a new version of the Christmas Carol "Joy to the World". The Respondent and/or his live-in paramour have encouraged the children to sing this song to your Petitioner.

6. The words to the song are as follows:

Joy to the world, Kristy's house burned down,  
and her Mom is dead. Don't worry about Bob, he's hanging  
from a flag pole with a rope around his neck....

7. The name "Kristy" would refer to the parties eldest minor child; the name "Bob" would refer to the Petitioner's friend.

8. The Respondent frequently attempts to intimidate or threaten Petitioner by commenting to the minor children during visitation periods with the children that he, the Respondent, will burn, smash, push over and embankment or otherwise destroy Petitioner's male friend's (Bob's) vehicles; kill him and burn his garage down. Furthermore, the Respondent has repeatedly told

the children that their Mom (Petitionaer) is on drugs, does drugs etc., knowing that said Petitioner had been taking prescription medication.

9. The Respondent has routinely yelled and screamed at the children during periods of visitation.

10. The children are upset about the manner in which the Respondent treats them as well as the manner in which he talks about their mother, your Petitioner, and do not wish to see him.

11. The youngest of the children, TYLER ALLEN COWFER, has evidenced severe problems related to the Respondent's actions and becomes sick in his stomach to the point that he throws-up prior to visits with his father (the Respondent).

12. That the Respondent's actions are in direct violation of the terms and conditions of the Consent Order in which the parties agreed to promote a harmonious relationship between the parties and not to speak in a negative fashion about the other party in front of the children.

WHEREFORE, Plaintiff request your Honorable Court to find the Respondent in Contempt of Court and that he be fined, sanctioned and assessed court costs and Petitioner's attorney fees in this matter.

:  
:  
:  
:  
:

I verify that the statements made in this Complaint 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.

  
Catherine M. Cowfer  
Plaintiff/Petitioner

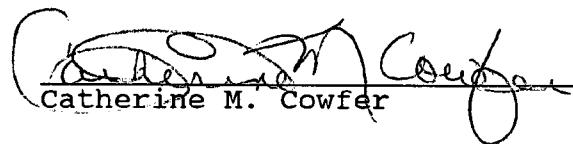
Date: 2/22/01

  
Warren B. Mikesell II, Esquire  
Attorney for  
Plaintiff/Petitioner

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS.  
:

A F F I D A V I T

Before me, the undersigned officer, personally appeared, CATHERINE M. COWFER who being duly sworn according to law deposes and says that the facts set forth in the foregoing **Petition of Contempt** are true and correct to the best of her knowledge, information, and belief.



Catherine M. Cowfer

Sworn to and subscribed  
before me this 22<sup>nd</sup> day  
of February, 2001.



Kimberly Jordan

NOTARIAL SEAL  
KIMBERLY JORDAN, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires March 24, 2003

**MIKESELL & MIKESELL**  
ATTORNEYS AT LAW  
115 EAST LOCUST STREET  
CLEARFIELD, PENNSYLVANIA 16830

**CERTIFIED TO BE A TRUE COPY:**

**ATTORNEY FOR PLAINTIFF/DEFENDANT**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CATHERINE M. COWFER, :  
Plaintiff, : No. 00-775-CD  
VS. :  
FRED A. COWFER, JR., : IN DIVORCE  
Defendant :  
:

RULE RETURNABLE

NOW, this 28 day of February, 2001, a Rule is issued forth upon Fred A. Cowfer, Jr., to show cause, if any exists, why an ORDER should not be granted for Plaintiff's attached Petition for Contempt filed in the above-captioned case.

RULE RETURNABLE, the 4th day of April, 2001, at 9:30 o'clock A.M., in Court Room Number 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT

  
Fred A. Cowfer  
Judge

**FILED**

FEB 28 2001

William A. Shaw  
Prothonotary

**FILED**

FEB 28 2001

01/37/3cc-att  
William A. Shaw  
Prothonotary  
Matthew  
H. Mitchell

*Reb*

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

CATHERINE M. COWFER,  
Plaintiff

vs. : No. 00-775-CD

FRED A. COWFER, JR.,  
Defendant

ANSWER TO PETITION  
FOR CONTEMPT

Filed on behalf of

Defendant

Counsel of Record for  
this Party:

Kimberly M. Kubista  
Attorney-At-Law  
Pa. I.D. 52782

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**FILED**

MAR 29 2001

William A. Shaw  
Prothonotary

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

CATHERINE M. COWFER, :  
Plaintiff :  
vs. : No. 00-775-CD  
FRED A. COWFER, JR., :  
Defendant :  
:

ANSWER TO PETITION FOR COMTEMPT

NOW COMES the Defendant, FRED A. COWFER, JR., by and through her attorney, Kimberly M. Kubista, and files the following Answer to Petition for Contempt and in support thereof would avers as follows:

1. Paragraph 1 is admitted.  
2. Paragraph 2 is admitted.  
3. Paragraph 3 is admitted.  
4. Paragraph 4 is denied. It is denied that Respondent has violated the conditions of Paragraph 11 of the Consent Order dated October 24, 2000. It is further denied that Respondent has a live-in paramour. It is denied that Respondent or anyone in his presence have continuously spoken about Petitioner in a negative manner.

5. Paragraph 5 is denied. It is denied that Respondent has threatened bodily injury and or death to Petitioner or an individual close to her. It is denied that any threats have been directed to the children. It is further denied the Respondent has taught the children a new version of the Christmas carol "Joy to The World" nor have they encouraged the children to sing this song to the Petitioner.

6. Paragraph 6 is denied. Respondent's answer to Paragraph 5 are incorporated herein by reference as though set forth in full.

7. Paragraph 7 is neither admitted nor denied in that after reasonable investigation Respondent does not have the information sufficient to answer this averment.

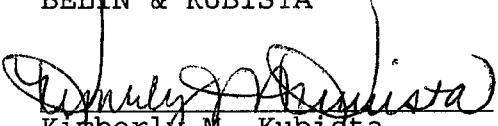
8. Paragraph 8 is denied. It is denied that Respondent attempts to intimidate or threaten Petitioner by making comments to the minor children that he will burn, smash, push over an embankment or otherwise destroy Petitioner's male friends' vehicle, kill him and burn his garage down. It is further denied that Respondent has indicated to the children that Petitioner is on drugs, does drugs etc.

9. Paragraph 9 is denied. It is denied that Respondent has routinely yelled and screamed at the children during the periods of visitation.

10. Paragraph 10 is denied that the Children are upset about the manner in which Respondent treats them or the manner in which he talks to their mother.

WHEREFORE, Defendant requests Your Honorable Court to dismiss Plaintiff's Petition for Contempt.

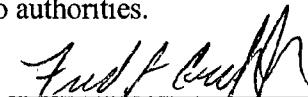
BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Defendant

I verify that the statements made in this Answer to Petition for Contempt 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.

3-28-01

Date

  
\_\_\_\_\_  
Fred A. Cowfer, Jr.

CLEARFIELD, PENNSYLVANIA 16830  
P. O. BOX 1  
15 NORTH FRONT STREET  
ATTORNEYS AT LAW  
BELLIN & KUBISTA

**FILED**

MAR 29 2001

0110371165  
William A. Shaw  
Prothonotary  
Clerk  
Kubista



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

CATHERINE M. COWFER,  
Plaintiff

vs. : No. 00-775-CD

FRED A. COWFER, JR.,  
Defendant

CERTIFICATE OF SERVICE

File on behalf of

Defendant

Counsel of Record for  
this Party:

Kimberly M. Kubista  
Attorney-At-Law  
Pa. I.D. 52782

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**FILED**

APR 02 2001

William A. Shaw  
Prothonotary

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

CATHERINE M. COWFER, :  
Plaintiff :  
vs. : No. 00-775-CD  
FRED A. COWFER, JR., :  
Defendant :  
:

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Answer to Petition for  
Contempt in the above captioned matter to the following party by first class, postage prepaid  
mail on the 29th day of March, 2001:

Warren Mikesell, Esquire  
115 East Locust Street  
Clearfield, PA 16830

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

|                      |   |               |
|----------------------|---|---------------|
| CATHERINE M. COWFER, | : |               |
| Plaintiff,           | : |               |
|                      | : |               |
| VS.                  | : | No. 00-775-CD |
|                      | : |               |
| FRED A COWFER, JR.,  | : |               |
| Defendant.           | : |               |

CASE NUMBER: 00-775-CD

TYPE OF CASE: Divorce/Custody

TYPE OF PLEADING: Petition for Rehearing in the matter of  
Petition for Contempt

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: WARREN B. MIKESELL II, ESQUIRE  
Supreme Court I.D. #63717  
115 East Locust Street  
Clearfield, PA 16830  
(814) 765-6605

**FILED**

APR 09 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**PETITION FOR CONTEMPT**

AND NOW, Comes the Plaintiff, CATHERINE M. COWFER, who by and through her attorney, Warren B. Mikesell II, Esquire, presents the following **Petition for Rehearing on the Petition for Contempt:**

1. That the Petitioner filed the original Petition for Contempt on February 23, 2001.
2. That a Rule Returnable was issued on February 28, 2001 wherein the matter was scheduled for hearing on April 4, 2001, at 9:30 a.m. in Courtroom Number 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
3. That due to a secretarial error on behalf of Petitioner's attorney, Warren B. Mikesell, II, Esquire, the said Rule Returnable was not properly scheduled on his daily schedule.
4. That due to the failure of the scheduling for failure to place the matter in the schedule book of Warren B. Mikesell, II, Esquire, the Petition for Contempt was dismissed by the Court.

:

:

:

:

Wherefore, Counsel for Plaintiff respectfully requests that the underlying Petition for Contempt be rescheduled at the Courts' convenience.

Respectfully submitted,

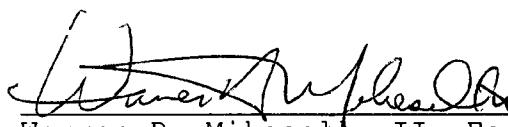
Date: 4-9-01

  
Warren B. Mikesell, II, Esquire  
Attorney for Plaintiff

**VERIFICATION**

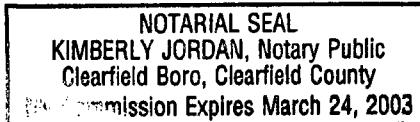
I, WARREN B. MIKESELL, II, ESQUIRE, do verify that I have read the foregoing Petition for Rehearing of the Petition for Contempt. The statements contained therein are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

Date: 4-9-01

  
Warren B. Mikesell, II, Esquire  
Attorney for Plaintiff

Sworn to and subscribed  
before me this 9th day  
of April, 2001.





FILED

Fwd

APR 09 2001  
012:05/3cc Gthy Mitchell  
William A. Shaw  
Prothonotary

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

CATHERINE M. COWFER

:

VS.

: NO. 00-775-CD

FRED A. COWFER, JR.

:

O R D E R

NOW, this 4th day of April, 2001, the Plaintiff having filed a Petition for Contempt on February 23, 2001; the Court having executed a rule returnable setting this date for hearing at 9:30 a.m., Courtroom No. 2, Clearfield County Courthouse; the Defendant, through counsel, having filed an answer to the Petition for Contempt; the Court notes that the Defendant and his counsel are present; the Plaintiff and her counsel having failed to appear; it is accordingly the ORDER of this Court that the said Petition for Contempt be and is hereby dismissed.

BY THE COURT,

  
\_\_\_\_\_  
Judge

**FILED**

APR 11 2001

William A. Shaw  
Prothonotary

**FILED**

APR 11 2001

Q9, S612cc atty, Mukasey  
William A. Shaw  
Prothonotary  
Hon. Dcatty Kubota

(KCB)

MIKESELL & MIKESELL

ATTORNEYS AT LAW

115 EAST LOCUST STREET

CLEARFIELD, PENNSYLVANIA 16830

CERTIFIED TO BE A TRUE COPY:

ATTORNEY FOR PLAINTIFF/DEFENDANT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CATHERINE M. COWFER, :  
Plaintiff, : No. 00-775-CD  
:  
vs. :  
: IN DIVORCE  
FRED A. COWFER, JR., :  
Defendant :  
:

RULE RETURNABLE

NOW, this 12 day of April, 2001, a Rule is issued forth upon Fred A. Cowfer, Jr., to show cause, if any exists, why an ORDER should not be granted for Plaintiff's attached Petition for Rehearing in the matter of Petition for Contempt filed in the above-captioned case.

RULE RETURNABLE, the 1st day of May, 2001, at 3:00 o'clock P.M., in Court Room Number 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT

  
\_\_\_\_\_  
Judge

**FILED**

APR 16 2001

William A. Shaw  
Prothonotary

FILED

APR 16 2001  
AG 103913c a/c  
William A. Shaw  
Prothonotary

Markell  
SAC

CA

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

CATHERINE M. COWFER :  
:  
vs. : No. 00-775-CD  
:  
FRED A. COWFER, JR. :  
:

**ORDER**

AND NOW, this 27 day of April, 2001, it is the ORDER of the Court that argument on Plaintiff's Petition for Rehearing in the matter of Petition for Contempt in the above-captioned matter has been rescheduled from May 1, 2001 to **Friday, May 11, 2001 at 9:30 A.M.** in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
Judge

**FILED**

APR 30 2001

William A. Shaw  
Prothonotary

**FILED**

APR 30 2001

William A. Shaw  
Prothonotary

2 CC

1 - AMY Kubisova  
1 - AMY Mikesell



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

CATHERINE M. COWFER :  
:  
vs. : No. 00-775-CD  
:  
FRED A. COWFER, JR. :  
:

**ORDER**

AND NOW, this 3rd day of May, 2001, it is the ORDER of the Court that argument on Plaintiff's Petition for Rehearing in the matter of Petition for Contempt in the above-captioned matter has been rescheduled from May 11, 2001 to **Thursday, May 24, 2001 at 11:00 A.M.** in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:



FREDRIC J. AMMERMAN  
Judge

**FILED**

MAY 03 2001

William A. Shaw  
Prothonotary

FILED

MAY 03 2001  
William A. Shaw  
City Clerk  
Prothonotary  
Lee Ann Kubota  
for

CLEARFIELD, PENNSYLVANIA 16830  
P. O. BOX 1  
15 NORTH COURT STREET  
ATTORNEYS AT LAW  
BELLIN & KUBISTA

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

CATHERINE M. COWFER,  
Plaintiff

vs.

No. 00-775-CD

FRED A. COWFER, JR.,  
Defendant

ANSWER TO PETITION FOR  
REHEARING IN THE MATTER  
OF PETITION FOR CONTEMPT

File on behalf of

Defendant

Counsel of Record for  
this Party:

Kimberly M. Kubista  
Attorney-At-Law  
Pa. I.D. 52782

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

FILED

MAY 04 2001  
013100 608  
William A. Shaw  
Prothonotary  
No C/L JP

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

CATHERINE M. COWFER, :  
Plaintiff :  
vs. :  
: No. 00-775-CD  
FRED A. COWFER, JR., :  
Defendant :  
:

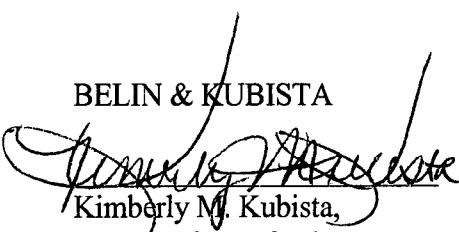
ANSWER TO PETITION FOR REHEARING  
IN THE MATTER OF PETITION FOR CONTEMPT

NOW COMES the Defendant, FRED A. COWFER, JR., by and through her attorney, Kimberly M. Kubista, and files the following Answer to Petition for Rehearing in the Matter of Petition for Contempt and in support thereof would aver as follows:

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is neither admitted nor denied in that after reasonable investigation, Defendant is without sufficient knowledge or information to form a belief to this averment.
4. Paragraph 4 is neither admitted nor denied in that after reasonable investigation, Defendant is without sufficient knowledge or information to form a belief to this averment.

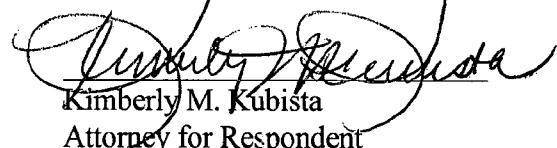
WHEREFORE, Defendant requests Your Honorable Court to dismiss the Petition for Contempt.

BELIN & KUBISTA

  
Kimberly M. Kubista,  
Attorney for Defendant

I, KIMBERLY M. KUBISTA, ESQUIRE, hereby verify that I am Counsel of record for Respondent and the information necessary for the filing of this Answer to Petition is from my own knowledge and information and I hereby state that the facts set forth in said Answer to Petition are true and correct to the best of my knowledge, information and belief.

BELIN & KUBISTA



Kimberly M. Kubista  
Attorney for Respondent

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

CATHERINE M. COWFER,  
Plaintiff

vs. : No. 00-775-CD

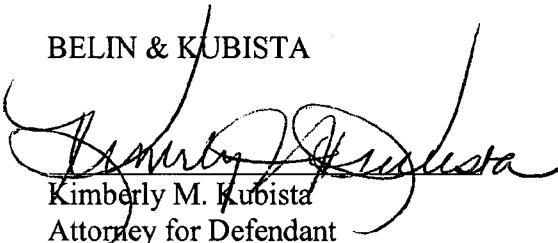
FRED A. COWFER, JR.,  
Defendant

CERTIFICATE OF SERVICE

This is to certify that I have served a true and correct copy of Answer to Petition  
to Rehearing in the Matter of Petition for Contempt in the above captioned matter to the  
following party by first-class, postage prepaid mail on the 4th, day of May, 2001:

Warren G. Mikesell, Esquire  
115 E. Locust Street  
Clearfield, PA 16830

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Defendant

ORIGINAL

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

CATHERINE M. COWFER,  
Plaintiff

\*

\*

\*

vs.

NO. 2000-775-C.D.

\*

\*

\*

FRED A. COWFER, JR.,  
Defendant

FILED

MAY 24 2001

William A. Shaw  
ORDER FOR MEDIATION CONFERENCE and PAYMENT OF COSTS

NOW, this 24<sup>th</sup> day of May, 2001, the parties not being able to resolve the above matter at a Custody Conference, it is ORDERED that a Custody Mediation Conference be held before Allen H. Ryen, Ph.D., Licensed Child Psychologist.

It is further ORDERED that the parties shall forthwith complete a Child Custody Mediation Questionnaire and forward the same to Dr. Ryen (416 Knarr Street, DuBois, Pennsylvania 15801) within Ten (10) days of receipt of this ORDER.

It is also ORDERED that the cost of said Mediation Conference shall be borne equally by the Plaintiff and Defendant.

Each party or counsel for that party shall deposit One Hundred Fifty (\$150.00) Dollars (money orders only) with the Clearfield County Court Administrator (230 East Market Street, Clearfield, Pennsylvania 16830) within Twenty-Five (25) days of

the date of this Order to proceed with the Mediation Conference "OR" submit a Custody Consent Order to the Court within Twenty-Five (25) days of the date of this Order foregoing the Mediation Conference.

This Court shall issue a further ORDER scheduling the Mediation Conference when the required deposit has been received from both parties.

If a Custody Consent Order is received by the Court after the Twenty-Fifth day following this Order and no later than \*\*\*SEVEN (7)\*\*\* days before scheduled Mediation Conference, then each party or counsel for the parties shall include Twenty (\$20.00) Dollars (money order only) in order to defray administrative/processing expense. In this event the original money order in the amount of One Hundred Fifty (\$150.00) Dollars previously deposited by each party shall be returned.

FAILURE OF A PARTY TO DEPOSIT THE REQUIRED FEE OF 'ONE HUNDRED FIFTY (\$150.00) DOLLARS' SHALL RESULT IN THE OFFENDING PARTY BEING SUBJECT TO CONTEMPT PROCEEDINGS BEFORE THE COURT.

By the Court,



---

FREDRIC J. AMMERMAN

JUDGE

Attorney for the Plaintiff: Warren B. Mikesell, II, Esquire  
Attorney for the Defendant: Kimberly M. Kubista, Esquire

FILED

MAY 24 2001  
O/1:09/2 cc: atty. mkezell  
William A. Shaw  
Prothonotary

cc: *Dorothy Kubota*  
w/ Questionnaire

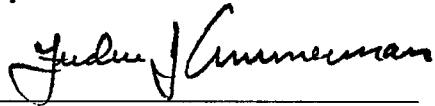
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

CATHERINE M. COWFER :  
vs. : No. 00-775-CD  
FRED A. COWFER, JR. :

**ORDER**

AND NOW, this 24th day of May, 2001, it is the ORDER of the Court that argument on Plaintiff's Petition for Rehearing in the matter of Petition for Contempt in the above-captioned matter has been rescheduled from May 24, 2001 to **Monday, July 30, 2001 at 2:00 P.M.** in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
\_\_\_\_\_  
FREDRIC J. AMMERMAN  
Judge

**FILED**

MAY 24 2001

William A. Shaw  
Prothonotary

**FILED**

MAY 24 2001  
01/218 P-4  
William A. Shaw  
Prothonotary  
44-cc-5-076

ORIGINAL

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

CATHERINE M. COWFER,  
Plaintiff

vs.

FRED A. COWFER, JR.,  
Defendant

\*  
\*  
\*  
\*  
\*

NO. 2000-775-C.D.

O R D E R

NOW, this 24<sup>th</sup> day of May, 2001, the parties having provided to the Court Administrator of Clearfield County the required deposit, it is ORDERED that the **Custody Mediation Conference** be held before Allen H. Ryen, Ph.D., Licensed Child Psychologist, on **May 30, 2001** at **1:00 o'clock p.m. at the Clearfield County Courthouse.**

Please enter the Courthouse through the front door, turn left and take stairs to second floor. Courtroom No. 2 and waiting area are at the top of the stairs. Both parents, their respective counsel and the child(ren) shall attend said conference. The present custodial parent shall provide someone to attend to the child(ren) while the parent is in private conference.

FAILURE OF A PARTY TO APPEAR FOR THE MEDIATION CONFERENCE WILL RESULT IN ASSESSMENT ON THAT OFFENDING PARTY OF ALL COSTS, UNLESS SAID PARTY HAS NOTIFIED THE CLEARFIELD COUNTY COURT ADMINISTRATOR (814) 765-2641, EXTENSION 5982 AT LEAST \*\*\* SEVEN (7) \*\*\* FULL BUSINESS DAYS IN ADVANCE OF THE SCHEDULED MEDIATION CONFERENCE AND THE COURT ADMINISTRATOR HAS AGREED TO A CONTINUANCE/RESCHEDULING.

BY THE COURT,

**FILED**

MAY 24 2001

William A. Shaw  
Prothonotary

*Judge J. Ammerman*  
JUDGE FREDRIC J. AMMERMAN

Attorney for the Plaintiff: Warren B. Mikesell, II,, Esquire  
Attorney for the Defendant: Kimberly M. Kubista, Esquire

**FILED**

MAY 24 2001

01/35/2 cc atty Kubota

William A. Shaw

Prothonotary

cc atty mikell

*EDB*

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

CATHERINE M. COWFER :  
:  
vs. : No. 00-775-CD  
:  
FRED A. COWFER, JR. :

ORDER

AND NOW, this 5 day of <sup>June</sup> ~~May~~, 2001, it is the ORDER of the Court that argument on Plaintiff's Petition for Rehearing in the matter of Petition for Contempt in the above-captioned matter has been rescheduled from July 30, 2001 to Thursday, August 2, 2001 at 9:30 A.M. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
\_\_\_\_\_  
FREDRIC J. AMMERMAN  
Judge

**FILED**

JUN 06 2001

William A. Shaw  
Prothonotary

**FILED**

JUN 06 2001

07/14/01 ICC Atty. Mukell  
William A. Shaw  
Prothonotary

ICC Atty. Kubota  
cc

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

CATHERINE M. COWFER

:

VS

: NO. 00-775-CD

FRED A. COWFER

:

O R D E R

NOW, this 2nd day of August, 2001, following the taking of testimony on the Petition for Contempt filed on behalf of the Plaintiff, both parties being present and being represented by counsel, it is the finding of the Court that the Defendant is in contempt of provisions of Paragraph 11 of the Court Order of October 24, 2000. He is hereby ordered to pay attorney's fees in the amount of \$400.00 through counsel with the said amount to be paid in no more than 45 days from this date. In addition, the Defendant shall not possess or consume alcohol at any time when the children are in his possession for partial custody/visitation purposes. He shall also appropriately supervise the children during periods of partial custody which includes, but is not limited to, appropriate supervision regarding the contact of the children with the children of his paramour, Jane Russell.

BY THE COURT,

*Judge J. Zimmerman*

Judge

**FILED**

AUG 06 2001

William A. Shaw  
Prothonotary

2 Chart to MIKESKE  
+ KUBISTA

**FILED**

AUG 06 2001

William A. Shaw  
Prothonotary

MIKESELL & MIKESELL  
ATTORNEYS AT LAW  
115 EAST LOCUST STREET  
CLEARFIELD, PENNSYLVANIA 16830

CERTIFIED TO BE A TRUE COPY:

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF/DEFENDANT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CATHERINE M. COWFER, :  
Plaintiff :  
VS. : No. 00-775-CD  
FRED A. COWFER, JR., :  
Defendant : IN DIVORCE

CASE NUMBER: 00-775-CD

TYPE OF CASE: Divorce

TYPE OF PLEADING: Petition for Exclusive Possession of the  
Marital Residence

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: WARREN B. MIKESELL II, ESQUIRE  
Supreme Court I.D. #63717  
115 East Locust Street  
Clearfield, PA 16830  
(814) 765-6605

FILED

AUG 05 2002

035515cc atty mikesell  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

|                      |   |               |
|----------------------|---|---------------|
| CATHERINE M. COWFER, | : |               |
| Plaintiff            | : |               |
|                      | : | No. 00-775-CD |
| VS.                  | : |               |
|                      | : | IN DIVORCE    |
| FRED A. COWFER, JR., | : |               |
| Defendant            | : |               |

**PETITION FOR EXCLUSIVE POSSESSION OF THE MARITAL RESIDENCE**

AND NOW, Comes the Plaintiff, CATHERINE M. COWFER, who by and through her attorney, Warren B. Mikesell, II, Esquire, presents the following **Petition for Exclusive Possession of the Marital Residence in Divorce:**

1. That your Petitioner, CATHERINE M. COWFER, is the named Plaintiff in the above-captioned Divorce Action.
2. That the Petitioner and Respondent have resided in the marital residence together until on or about April 13, 2000, wherein the Respondent did voluntarily remove himself therefrom.
3. That the Petitioner has been residing in the marital residence with the party's minor children since the Respondent left the same.
4. That since the Respondent left, your Petitioner has experienced various mischief events at the marital residence including having the Respondent breaking into the residence,

having urine in the gas tank of her automobile, having pieces of clothes hangers thrown throughout her yard etc. all of which your Petitioner has learned through neighbors that your Respondent has admitted to doing; however, said neighbors do not wish to testify against him in fear of retaliation.

5. That recently, your Respondent appeared at the marital residence one (1) hour early for regularly scheduled visitation with the parties minor children and was told to please return at 6:00 p.m. at the scheduled visitation time and after the children had been fed their evening meal.

6. That the Respondent told your Petitioner that he did not have to leave the residence property because he still owned it and he could come and go as he pleased after which he proceeded to walk around the property, walk around your Petitioner's automobile and write down license data from same.

7. That the Petitioner is concerned that the Respondent will attempt to return to the marital residence and engage in conduct similar to the past agitating your Petitioner and the minor children herein.

8. That the best interest and welfare of the parties minor children is of utmost concern and permitting the Respondent to return to the residence may present more serious problems.

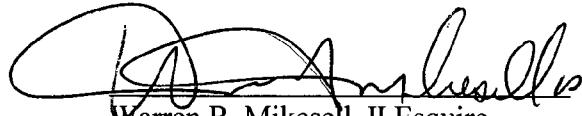
9. That your Petitioner is without sufficient funds to adequately support herself and the minor children due to her prior employer (Kent Sportswear) leaving the area; furthermore, your Petitioner is currently in the process of being retrained through governmental channels to enable her to be able to support herself and children.

WHEREFORE, your Petitioner respectfully requests that this Honorable Court grant her request for exclusive possession of the marital residence and, further, requests that the Court award her attorney fees in the amount of Two Hundred and Fifty (\$250.00) Dollars.



Warren B. Mikesell, II, Esquire  
Attorney for the Plaintiff

**I, Warren B. Mikesell, II, Esquire, as Attorney for the Plaintiff, Catherine M. Cowfer, in the above captioned matter, do hereby verify that the statements made in this Petition for Exclusive Possession of the Marital Residence are true and correct to the best of my knowledge, information and belief. Said verification is being made upon my reviewing each of the Petitioner's averments with her by telephone and said Verification is based on the representations made to the undersigned by your Petitioner. I the undersigned understand that false statements herein are made subject to the penalties of 18 PaC.S. § 4904, relating to unsworn falsification to authorities.**



Warren B. Mikesell, II, Esquire  
Attorney for Plaintiff

Date: August 5, 2002

COMMONWEALTH OF PENNSYLVANIA

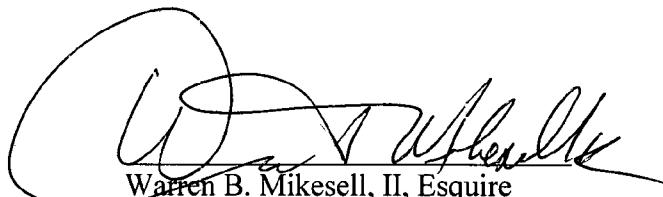
: SS.

COUNTY OF CLEARFIELD

:

**A F F I D A V I T**

Before me, the undersigned officer, personally appeared, WARREN B. MIKESELL, II, Esquire, Attorney for Petitioner, CATHERINE M. COWFER, who being duly sworn according to law deposes and says that the facts set forth in the foregoing PETITION FOR EXCLUSIVE POSSESSION OF THE MARITAL RESIDENCE are true and correct to the best of his knowledge, information, and belief.



Warren B. Mikesell, II, Esquire  
Attorney for Plaintiff/Petitioner

Sworn to and subscribed

before me this 5 day

of Auc., 2002.



WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

CATHERINE M. COWFER, :  
Plaintiff, :  
vs. : No. 00-775-CD  
FRED A. COWFER, JR., :  
Defendant : IN DIVORCE

RULE RETURNABLE

NOW, this 14 day of August, 2002, a Rule is issued forth upon Fred A. Cowfer, Jr., to show cause, if any exists, why an ORDER should not be granted for Plaintiff's attached PETITION FOR EXCLUSIVE POSSESSION OF THE MARITAL RESIDENCE filed in the above-captioned case.

RULE RETURNABLE, the 13 day of Sept., 2002, at 1:30 o'clock P.M., in Court Room Number 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT

  
Judge

FILED

AUG 16 2002

01371ccath metzell  
William A. Shaw  
Prothonotary

CLEARFIELD, PENNSYLVANIA 16830

15 NORTH FRONT STREET  
ATTORNEYS AT LAW  
BELLIN & KUBISTA

P. O. BOX 1

**FILED**  
11/25/01  
SEP 13 2002  
N.C.C.  
FBI  
W.A. Shaw  
Prothonotary

William A. Shaw  
Prothonotary

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

CATHERINE M. COWFER, :  
Plaintiff :  
: vs. : No. 00-775-CD  
: :  
FRED A. COWFER, JR., :  
Defendant :  
:

ANSWER TO PETITION

File on behalf of  
Defendant/Respondent  
Counsel of Record for  
this Party:

Kimberly M. Kubista  
Attorney-At-Law  
Pa. I.D. 52782

BELIN & KUBISTA  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**FILED**

SEP 13 2002

William A. Shaw  
Prothonotary

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

CATHERINE M. COWFER, :  
Plaintiff :  
: :  
vs. : No. 00-775-CD  
: :  
FRED A. COWFER, JR., :  
Defendant :  
:

ANSWER TO PETITION FOR EXCLUSIVE  
POSSESSION OF MARITAL RESIDENCE

NOW COMES the Defendant, FRED A. COWFER, JR., by and through his attorneys, Belin & Kubista, and sets forth the following Answer to Petition and in support thereof would avers as follows:

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted in part and denied in part. It is admitted that the Petitioner and Respondent have resided in the marital residence together until on or about April 13, 2002. It is denied that Respondent voluntarily removed himself therefrom as Petitioner requested Respondent to leave and thereafter, changed the locks on the doors.
3. Paragraph 3 is admitted.
4. Paragraph 4 is denied that Respondent ever committed any mischievous acts at the marital residence. In May of 2000, Respondent went to the house and had found that Petitioner had changed the locks. Respondent slid a window up in order for him to get various articles of clothing out of the residence.
5. Paragraph 5 is admitted that Respondent appeared at the residence early; however, he was twenty (20) minutes early as it was his birthday and he had hoped that Petitioner would allow the minor children to go with him a little earlier. When Petitioner refused,

Respondent sat on the bank in front of the house and waited for the children to become available.

6. Paragraph 6 is denied as stated. Respondent did not leave the residence and sat on the ground outside the premises. Respondent did, in fact, write down license data as he believed that Petitioner had signed his name to the registration and license to which he never executed any documentation.

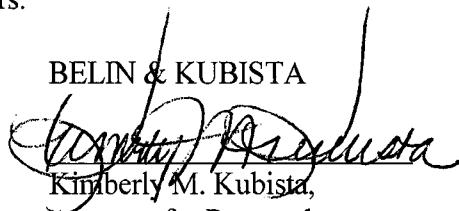
7. Paragraph 7 is denied as Respondent has not engaged in conduct in the past to agitate Petitioner or the minor children.

8. Paragraph 8 is denied and Petitioner's concerns are purely speculation in order for her to get exclusive possession of the marital residence.

9. Paragraph 9 is denied that Petitioner is without sufficient funds to adequately support herself and the minor children.

WHEREFORE, Respondent requests Your Honorable Court to dismiss the Petition for Exclusive Possession of the Marital Residence as well as the request for attorneys fees in the amount of Two Hundred and Fifty (\$250.00) Dollars.

BELIN & KUBISTA

  
Kimberly M. Kubista,  
Attorney for Respondent

I verify that the statements made in this Answer to Petition 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.

9-11-02

Date

Fred A. Cowfer, Jr.

Fred A. Cowfer, Jr.

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

CATHERINE M. COWFER,  
Plaintiff

vs. : No. 00-775-CD

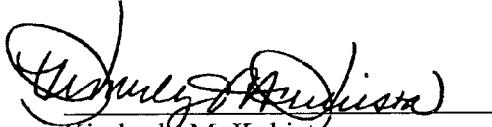
FRED A. COWFER, JR.,  
Defendant

CERTIFICATE OF SERVICE

This is to certify that I have served a true and correct copy of Answer to Petition  
in the above captioned matter on the following party by first-class, postage prepaid mail on the  
12<sup>th</sup> day of September, 2002:

Warren G. Mikesell, Esquire  
115 E. Locust Street  
Clearfield, PA 16830

BELIN & KUBISTA

  
\_\_\_\_\_  
Kimberly M. Kubista  
Attorney for Respondent

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

CATHERINE M. COWFER, :  
Plaintiff : No. 00-775-CD  
VS. :  
: IN DIVORCE  
FRED A. COWFER, JR. :  
Defendant :  
:

ORDER

AND NOW, this 13<sup>th</sup> Day of September, 2002, a Petition for Exclusive Possession of Marital Residence being filed by the Plaintiff, and the parties having agreed, it is ORDERED as follows:

1. That effective September 13, 2002, the Plaintiff, Catherine M. Cowfer, shall have exclusive use and possession of the marital property (otherwise known as HC-1 Box 81, Madera, Pennsylvania, being Map Number I14-474-8 and I14-475-9) until further Order of Court.

2. That Plaintiff, Catherine M. Cowfer, shall be responsible for the maintenance of said property, together with the taxes, insurance and other assessments thereon.

**FILED**

BY THE COURT

SEP 13 2002

*Judie J. Zimmerman*

William A. Shaw  
PROTHONOTARY

We do hereby Consent to the above Order on behalf of our clients.

*Warren B. Mikesell, II*

Warren B. Mikesell, II, Esq.  
Attorney for Plaintiff

*Kimberly M. Kubista*

Kimberly M. Kubista, Esquire  
Attorney for Defendant

**FILED**

SEP 13 2002

01131 C  
William A. Shavert  
Prothonotary

2 certified copies to Warren B. Mikesell, II, Esquire  
2 certified copies to Kimberly M. Kubista, Esquire

MIKESELL & MIKESELL

ATTORNEYS AT LAW

115 EAST LOCUST STREET  
CLEARFIELD, PENNSYLVANIA 16830

CERTIFIED TO BE A TRUE COPY:

ATTORNEY FOR PLAINTIFF/DEFENDANT

PROPERTY SETTLEMENT AND SEPARATION AGREEMENT

00-775-CD

THIS AGREEMENT, made and entered into this 3<sup>rd</sup> day of February, 2007, by and between:

**FRED A. COWFER, JR.**, of \_\_\_\_\_, hereinafter referred to as "Husband";

**AND**

**CATHERINE M. COWFER**, of P.O. Box 433, Madera, PA 16661-0433, Clearfield County, Pennsylvania, hereinafter referred to as "Wife".

FILED <sup>2cc</sup>  
01/11/05 AMY  
APR 25 2006 Mikesell

WITNESSETH:

WHEREAS, the parties hereto were lawfully married to each other on February 25, 1989; and

WHEREAS, diverse unhappy differences, disputes, and difficulties have arisen between said parties and it is the intention of Husband and Wife to live separate and apart, 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; the distribution of real and personal property; and general settlement of any and all claims and possible claims by one against the other or against their respective estates; and

WHEREAS, WIFE is represented by Warren B. Mikesell, II, Esquire; and

WHEREAS, HUSBAND is represented by Kimberly M. Kubista, Esquire; and

NOW, THEREFORE, Husband and Wife, the parties hereto, in consideration of the above recitals which are hereinafter incorporated by reference herein and deemed as an essential part hereof, and in consideration of mutual promises, covenants, and agreements hereinafter contained, and for other good and valuable considerations, each of the parties intending to be legally bound and to legally bind their heirs, successors, assigns, and personal representatives, do hereby covenant, promise and agree as follows:

1. This Agreement shall not be considered to affect or bar the right of Husband and Wife to a limited or absolute divorce on lawful grounds, if 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 part 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 3301 (c) or (d), as the case may be, of the Divorce Code of 1980, as amended.

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2. The parties agree that unless otherwise specifically provided herein, that this Agreement shall continue in full force and effect after such time as a final Decree in Divorce is entered with respect to the parties.

3. The parties to this Agreement acknowledge that the terms of this Agreement are non-modifiable unless specifically provided to the contrary herein and that any request to include this Agreement in any Divorce Decree, whether by reference or incorporation, merger or otherwise, is intended to incorporate, without limitation, those remedies set forth within Section 3502 (e) of the Pennsylvania Divorce Code, as amended, and is so intended, notwithstanding remedial covenants of this Agreement, which are contractual in nature. It is the intent of the parties to afford the non-breaching party an election of remedy.

4. The day of execution 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, or, shall be defined as the date of execution by the party last executing this Agreement.

5. Transfer of property, funds, and/or documents provided for shall only take place on the distribution date, which shall be defined as the date of execution of this Agreement unless otherwise specified herein.

6. The parties confirm that each has relied on the substantial accuracy of the financial disclosure of the other as an inducement to the execution of this Agreement. The parties mutually agree that neither is requiring the other to provide additional disclosure of assets to the other. Each of the parties waive their rights to require the filing of financial statements by the other, although they have been advised that it is their legal right to have such disclosures prior to entering this AGREEMENT. By executing the AGREEMENT, the parties are acknowledging satisfaction with the information presently available to them.

7. The provisions of this Agreement and their legal effect have been fully explained to the parties by counsel of choice, or having had the opportunity to obtain said legal counsel of choice. The parties acknowledge that:

- a. they have received, or have had the opportunity to receive, independent legal advice from counsel of their own selection;
- b. that they fully understand the facts set forth herein;
- c. that they have been fully informed as to their legal rights and obligations, or have had the opportunity to do so;
- d. that they acknowledge and accept that this Agreement is, under the circumstances, fair and equitable;
- e. that this Agreement is being entered into freely and voluntarily, after having received legal advice, or having had the opportunity to do so; and
- f. that the execution of this Agreement is not the result of any collusion or improper or illegal agreement or agreements.

8. Husband and Wife may and shall, at all times hereafter, live separate and apart. They shall be free from any control, restraint, interference or authority, direct or indirect, by the other,

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in all respects as fully as if they were unmarried. They may reside at such place or places as they may select. Each may for his or her separate use or benefit, conduct, carry on, or engage in any business, occupation or 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 or in any manner whatsoever with him or her.

9. Husband and Wife each do hereby mutually remise, release, quite claim and forever discharge the other and the estate of such other for all times to come and for all purposes whatsoever, of and from any and all rights, title and interest, or claims in or against the property of the other or against the estate of such other or any part thereof, whether arising out of any former acts, contracts, engagements or liabilities of such other, or by way of dower or curtesy or widows or widower's rights, family exemptions, or similar allowance, or under the intestate laws, or the right to take against the spouse's will, or the right to treat a lifetime conveyance by the other as testamentary, or all other rights of a surviving spouse to participate in a deceased spouse's estate, whether arising under the laws of Pennsylvania, any other State, Commonwealth or Territory of the United States, or any other country, or any rights which either party may have or at any time hereafter have for past, present or future support or maintenance, alimony, alimony pendente lite, counsel fees, equitable distribution, costs or expenses, whether arising as a result of the marital relation or otherwise, except and only except, all rights and agreements and obligations of whatsoever nature arising or which may arise under this Agreement or for the breach of any provision hereof.

It is the intention of the Husband and Wife to give to each other by the execution of this Agreement, a full, complete and general release with respect to any and all property of any kind or nature, real personal or mixed, which the other now owns or may hereafter acquire, except and only except, all rights, agreements and obligations of whatsoever nature arising, or which may arise under this Agreement, or for the breach of any provisions hereof.

Furthermore, WIFE relinquishes her inchoate intestate right in the estate of the HUSBAND and HUSBAND relinquishes his inchoate intestate right in estate of WIFE and each of the parties hereto by this presents for himself or herself, his or her heirs, executors, administrators, or assigns, does remise, release, quitclaim, and forever discharge the other party hereto, his or her heirs, executors, administrators, or assigns, or any of them of any and all claims, demands, damages, actions, causes of action or suits at law or in equity of whatsoever kind or nature for or because of a matter or thing done, omitted, suffered to be done by said party prior to and including the date hereof, except that this release shall in no way exonerate or discharge either party from the obligations and promises made and imposed by reason of this Agreement.

Except as provided for in this Agreement, each of the parties hereto shall have the right to dispose of his or her property by Last Will and Testament or otherwise, and each of them agrees that the estate of the other, whether real, personal or mixed, shall be and belong to the person or persons who would have become entitled thereto as if the decedent had been the last to die. This provision is intended to constitute a mutual waiver by the parties of any right as to take against each other's Last Wills under the present or future laws of any jurisdiction whatsoever and is

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intended to confer third party beneficiary rights upon the other heirs and beneficiaries of each. Either party may, however, make such provision for the other as he or she may desire in and by his or her Last Will and Testament dated on or after the date of this Agreement. Each of the parties further covenants and agrees that he or she will permit any Will of the other to be probated and allow administration upon his or her personal, real or mixed estate and effects to be taken out by the person or persons who would have been entitled to do so had HUSBAND or WIFE died during the lifetime of the other; and that neither HUSBAND nor WIFE will claim against or contest the Will and the Estate of the other. Each of the parties hereby releases, relinquishes and waives any and all rights to act as the personal representative (i.e. executor/executrix or administrator/administratrix) of the other party's estate. Each of the parties hereto further covenants and agrees for himself and herself and his and her heirs, executors, administrators and assigns, that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators or assigns, for the purpose of enforcing any of the rights relinquished under this paragraph, provided, however, notwithstanding anything to the contrary herein contained, there shall be excluded from such waiver and release such rights, if any, as HUSBAND and WIFE may have under the Social Security laws of the United States and in particular, HUSBAND and WIFE reserve unto themselves the right to claim and receive such Social Security benefits as may be due to them, if any, as a result of or arising out of their marriage.

The parties acknowledge that they are fully aware of the education, income, and income potential of the other and that they have full knowledge of, or have had the opportunity to obtain such knowledge by disclosure by the other party, of the assets owned by the other party. Knowing the same, and having received the advice of their respective attorneys ( or having had the opportunity to obtain such advice ), each of the parties hereto, for himself or herself, his or her heirs, successors, and assigns, does hereby waive, relinquish, and surrender forever any further claim to equitable distribution of marital property (except for the distribution of division of property set forth herein), alimony, alimony pendente lite, spousal support or maintenance and counsel fees and expenses, except as provided herein, and as provided by the DOMESTIC RELATIONS CODE OF PENNSYLVANIA, 23 Pa.C.S. Sections 101 *et seq.*, it being the intention of the parties hereto to accept the provisions of this agreement as a full and complete division of their property, adjustment of their various claims and rights against the other, and total satisfaction of their obligations arising from their marriage.

10. Each party represents that they have not heretofore incurred or contracted for any debt or liability or obligation for which the other party or the estate of the other party may be responsible or liable except as may be provided for in this Agreement. Each party agrees to indemnify or hold the other party harmless from and against any and all such debts, liabilities or 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. No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties and no waiver or any breach hereof or default hereunder shall be deemed a waiver of any subsequent default of the same or similar nature. Moreover, if either party breaches any provision of this Agreement, the other party shall have the right, at his or her election, to sue for specific performance of any of the terms, covenants and provisions of this

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Agreement or to seek damages or other remedies for the breach. The party breaching the Agreement shall pay to the other all reasonable legal fees and costs incurred in and for said Agreement.

12. Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and/or documents that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

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

14. 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 strict performance of any other obligations herein.

15. If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law, equity 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.

16. The parties are/or were the owners of certain real and personal property and are obligators to certain joint and/or marital obligations, the division and/or assumption of which is as follows. In each instance of distribution of a particular asset, that distribution shall be made without claim or demand of the other and shall remain his or her sole and separate property; as to the assumption of any obligation, it shall be the indemnification to hold harmless the other:

- (a) Husband and Wife are the owners of certain real estate situate in Madera, Pennsylvania, otherwise known as Clearfield County Map Numbers L14-474-008 and L14-474-009, as more fully described in the Deed dated August 23, 1995, as recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed and Record Book Volume 1699, page 019. Wife shall enjoy the exclusive possession and control of said real estate and Husband shall execute a deed of conveyance of all of his right, title and interest in and to the aforesaid properties together with the improvements erected thereon. Wife shall be responsible for payment of all outstanding debt on the aforesaid properties and for preparation of a Deed.

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(b) Husband and Wife are the owners of certain real estate situate in New Millport, Pennsylvania, otherwise known as Clearfield County Map Number H12-469-020, as more fully described in the Deed dated December 28, 1992, and recorded in Deed and Record Book Volume 1507, page 300; Clearfield County Map Number H12-469-021, as more fully described in the Deed dated July 22, 1987, and recorded in Deed and Record Book Volume 1192, page 007; and Clearfield County Map Number H12-469-003, as more fully described in the Deed dated July \_\_\_\_\_, 1986, and recorded in Deed and Record Book Volume 1094, page 239. Wife shall execute a deed of conveyance of all of her right, title and interest in and to the aforesaid properties together with the improvements erected thereon. Husband shall be responsible for payment of all outstanding debt on the aforesaid properties and for preparation of a Deed.

(c) Husband shall surrender to Wife the following items currently in his possession:

1. Wife's original yellow gold heart pendant necklace with diamonds.
2. Generator purchased by the parties for use in emergency at the marital residence

(d) Wife shall surrender (or already has surrendered) to Husband the following items in her possession:

1. Gun Cabinet
2. Two (2) Deer Mounts
3. Pictures of Grandparents
4. Pap's Orange Hunting Hat
5. Stereo in Basement

(e) All other real and/or personal property, whether tangible or intangible, in the possession of Husband or Wife at the time of the execution of this Agreement shall remain his or her sole and separate property without claim or demand of the other. This shall include by way of example, but not limited to; any and all interests owned, held or claimed by Husband and/or Wife in real estate, stock, bonds, checking accounts, savings accounts, certificates of deposit, or any other form of investment including retirement, pension or other employer sponsored benefits not hereinbefore or after separately provided for;

(f) Any vehicle(s) in the possession of Husband or Wife at the time of the execution of this Agreement, including but not limited to automobiles, four-wheelers, ATV's, motorcycles, riding lawn mowers etc., shall remain his or her sole and separate property and Husband and Wife, respectively, shall assume the responsibility for any and all liens or outstanding

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obligations which relates to their respective vehicles unless otherwise provided for herein. The parties hereto agree to execute the necessary title transfer documents necessary to transfer the title to the motor vehicles in question to the respective party.

- (g) Any debt or obligation which was in place as of the date of this Agreement, shall remain the responsibility of the individual making payments thereon, if not otherwise satisfied or provided for herein. Any debt incurred by either party subsequent to the date of this Agreement shall remain his or her sole obligation.
- (h) The parties agree that they will file separate returns commencing in the year 2004. Wife shall continue to claim the parties children as dependants on her tax return.
- (i) By the execution of this document, the parties hereby represent and warrant to each other that each waives any claims that he or she may have had or will have to alimony, alimony pendente lite, separate spousal support payments and/or maintenance payments from the other as permitted by Pennsylvania law.
- (j) Husband agrees to relinquish all rights to Wife's 401(k) Plan.

17. Husband and Wife shall each pay their own attorney fees.

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

19. This Agreement shall be construed and governed in accordance with the laws of the COMMONWEALTH OF PENNSYLVANIA. The Court of Common Pleas of Clearfield County, Pennsylvania, shall retain jurisdiction in all matters related hereto.

20. Each of the parties shall hereafter, own and enjoy, independently of any claim or right of the other, all items of property (whether said property is considered personal, real, or mixed, or tangible or intangible) which was acquired subsequent to separation and/or acquired hereafter by him or her, with full power to dispose of the same as fully and effectively, in all respects and for all purposes, as though he or she were unmarried. The parties mutually agree that the date of separation was April 15, 2000.

21. INTENDED TAX RESULT AND INDEMNIFICATION: By this Agreement, the parties have intended to effectuate and by this Agreement have equitably divided their marital property. The parties have determined that such equitable division conforms to a right and just standard with regard to the rights of each party. The division of existing marital property is not, except as may be otherwise expressly provided herein, intended by the parties to constitute in any way a sale or exchange of assets and the division is being effected without the introduction of

outside funds or other property not constituting a part of the marital estate. As a part of the equitable division of the marital property and the marital settlement herein contained, the parties agree to save and hold each other harmless from all income taxes assessed against the other resulting from the division of the property as herein provided.

22. All property set apart herein, either now or in the future as the separate property of either HUSBAND or WIFE, and all property now owned by or titled to HUSBAND or WIFE individually and all property acquired by HUSBAND or WIFE individually after the date of separation of the parties (being April 15, 2000) or at any time after the execution of this Agreement, shall remain the separate property of HUSBAND or WIFE and shall under no circumstances be considered as or deemed to be or construed to be "Marital Property" as that term is used in the Pennsylvania "Divorce Code", and such property shall expressly not be subject to equitable distribution, nor shall any appreciation of value of such property be subject to equitable distribution. This Agreement shall be deemed to be and construed to be a valid Agreement for the purposes of waiving the provisions concerning equitable distribution as that term is used in the Pennsylvania "Divorce Code".

23. The parties further agree that the COURT of COMMON PLEAS OF CLEARFIELD COUNTY where the Divorce decree shall be entered 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.

24. If either party breaches any provision of this AGREEMENT, the other party shall have the right, at his or her election, to sue for damage for such breach, or seek such other remedies or relief as may be available to him or her, and the party breaching this contract shall be responsible for payment of legal fees and costs incurred by the other in enforcing their rights under this AGREEMENT.

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

WITNESS:

Karen J. Muller  
Charles A. Cowfer, Jr.

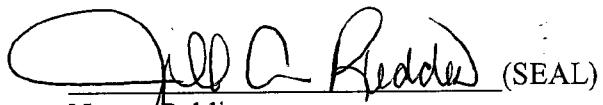
Catherine M. Cowfer  
Catherine M. Cowfer

Fred A. Cowfer, Jr.  
Fred A. Cowfer, Jr.

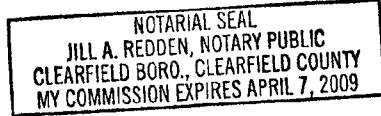
AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

Before me, the undersigned authority, this 3rd day of Feb., 2006, personally appeared FRED A COWFER, Jr., who being duly sworn according to law, deposes and says that the facts set forth in the foregoing Property Settlement and Separation Agreement are true and correct to the best of his knowledge, information and belief,

  
(SEAL)  
Notary Public

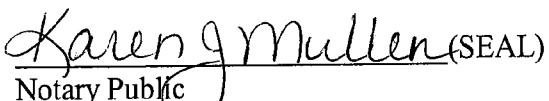
My commission  
expires on:



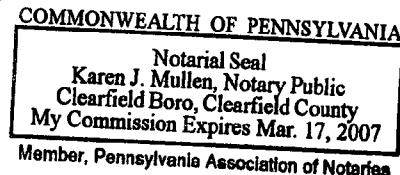
AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

Before me, the undersigned authority, this 6<sup>th</sup> day of February, 2006, personally appeared CATHERINE M. COWFER, who being duly sworn according to law, deposes and says that the facts set forth in the foregoing Property Settlement and Separation Agreement are true and correct to the best of her knowledge, information and belief.

  
(SEAL)  
Notary Public

My commission  
expires on:



**FILED**

**APR 25 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

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

CATHERINE M. COWFER, :  
Plaintiff :  
VS. : No. 00-775-CD  
FRED A. COWFER, JR., :  
Defendant :  
:

**AFFIDAVIT OF CONSENT**

1. A Complaint in divorce under Section 3301(c) of the Divorce Code was filed on June 29, 2000.

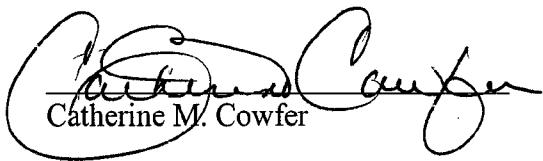
2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety days have elapsed from the date of filing the Complaint.

3. I consent to the entry of a final decree of divorce after service of notice of intention to request entry of the decree.

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 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 5-17-06.



Catherine M. Cowfer

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CATHERINE M. COWFER, :  
Plaintiff :  
VS. : No. 00-775-CD

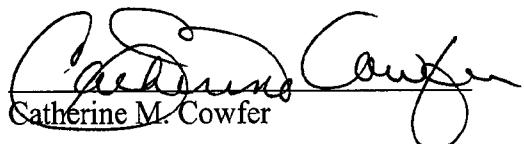
FRED A. COWFER, JR., :  
Defendant :  
VS.

**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 in 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 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 5-17-06

  
Catherine M. Cowfer

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

CATHERINE M. COWFER, :  
Plaintiff :  
VS. : No. 00-775-CD  
FRED A. COWFER, JR., :  
Defendant :  
:

**AFFIDAVIT OF CONSENT**

1. A Complaint in divorce under Section 3301(c) of the Divorce Code was filed on June 29, 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 under Section 3301(c) of the Divorce Code without the need for a filing and approval of a Petition for Modification of the Divorce Complaint filed in the above matter.

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.

5. I have been advised of the availability of counseling and that I may request the court to require as such where a Complaint has been filed under 3301(a), 3301(c) or 3301(d).

**I verify 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 5-10-06

  
\_\_\_\_\_  
Fred A. Cowfer, Jr.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CATHERINE M. COWFER, :  
Plaintiff :  
VS. : No. 00-775-CD

FRED A. COWFER, JR., :  
Defendant :  
VS. :

**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 in 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 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 5-10-06

  
\_\_\_\_\_  
Fred A. Cowfer, Jr.

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

CATHERINE M. COWFER, :  
Plaintiff : No. 00- 775 -CD  
VS. :  
: IN DIVORCE  
FRED A. COWFER, JR. :  
Defendant :

Divorce Decree

AND NOW, this 18<sup>th</sup> day of May,  
2006, this action having been considered by the Court it is  
**ORDERED AND DECREED** that: CATHERINE M. COWFER, Plaintiff, and  
FRED A. COWFER, JR., Defendant are divorced from the bonds of  
matrimony. Thereupon, all the rights, duties or claims accruing  
to either of said parties in pursuance of the said marriage shall  
cease and each of them shall be at liberty to marry again as  
though they had never been heretofore married.

AND IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that both  
parties have acknowledged in their respective Affidavit's of  
Consent filed to the above captioned matter that any and all  
property rights between them have been resolved therefore, all  
other matters as to division of marital assets and debts are  
final and any and all property or assets in the possession or  
control of the Plaintiff or any and all debts contracted for  
solely by the said Plaintiff as of this date shall be deemed the  
Plaintiff's and any and all property or assets in the possession  
or control of the Defendant or any and all debts contracted for  
solely by the said Defendant as of this date shall be the  
Defendant's.

BY THE COURT,

Paul E. Cherry  
Judge

## COMMONWEALTH OF PENNSYLVANIA

## DEPARTMENT OF HEALTH

## VITAL RECORDS

|        |                                     |                          |                   |
|--------|-------------------------------------|--------------------------|-------------------|
| COUNTY | <b>RECORD OF</b>                    |                          | STATE FILE NUMBER |
|        | <b>DIVORCE</b>                      | <b>OR</b>                |                   |
|        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                   |
|        | <b>(CHECK ONE)</b>                  |                          |                   |

**HUSBAND**

|                            |                |   |                                |  |                            |       |        |
|----------------------------|----------------|---|--------------------------------|--|----------------------------|-------|--------|
| 1. NAME                    | (First)        | (Middle)                                  | (Last)                         | 2. DATE OF BIRTH                         | (Month)                    | (Day) | (Year) |
|                            | Fred           | A.  | Cowfer, Jr.                    |  | 07                         | 31    | 63     |
| 3. RESIDENCE               | Street or R.D. | City, Boro. or Twp.                       | County                         | State                                    | 4. PLACE OF BIRTH          |       |        |
|                            | P.O. Box 25    | New Millport                              | 16861                          | PA                                       | (State or Foreign Country) |       |        |
| 5. NUMBER OF THIS MARRIAGE | 1              | 6. RACE                                   | 7. USUAL OCCUPATION            |  |                            |       |        |
|                            |                | WHITE <input checked="" type="checkbox"/> | BLACK <input type="checkbox"/> | OTHER (Specify) <input type="checkbox"/> | Masonry                    |       |        |

**WIFE**

|                             |                |   |                                |  |                            |       |        |
|-----------------------------|----------------|---|--------------------------------|--|----------------------------|-------|--------|
| 8. MAIDEN NAME              | (First)        | (Middle)                                  | (Last)                         | 9. DATE OF BIRTH                         | (Month)                    | (Day) | (Year) |
|                             | Cathy          | M.  | Hutton                         |  | 05                         | 08    | 64     |
| 10. RESIDENCE               | Street or R.D. | City, Boro. or Twp.                       | County                         | State                                    | 11. PLACE OF BIRTH         |       |        |
|                             | P.O. Box 433   | Madera                                    | Clearfield                     | PA                                       | (State or Foreign Country) |       |        |
| 12. NUMBER OF THIS MARRIAGE | 1              | 13. RACE                                  | 14. USUAL OCCUPATION           |  |                            |       |        |
|                             |                | WHITE <input checked="" type="checkbox"/> | BLACK <input type="checkbox"/> | OTHER (Specify) <input type="checkbox"/> | Laborer                    |       |        |

|                            |            |                            |                           |         |       |        |
|----------------------------|------------|----------------------------|---------------------------|---------|-------|--------|
| 15. PLACE OF THIS MARRIAGE | (County)   | (State or Foreign Country) | 16. DATE OF THIS MARRIAGE | (Month) | (Day) | (Year) |
|                            | Clearfield | PA                         |                           | 02      | 25    | 1989   |

|                                       |   |  |                                  |  |  |                                  |  |  |
|---------------------------------------|---|--|----------------------------------|--|--|----------------------------------|--|--|
| 17A. NUMBER OF CHILDREN THIS MARRIAGE | 3 | 17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 | 18. PLAINTIFF                    | 19. DECREE GRANTED TO                    |  |                                  |  |  |
|                                       |   |  | HUSBAND <input type="checkbox"/> | WIFE <input checked="" type="checkbox"/> | OTHER (Specify) <input type="checkbox"/> | HUSBAND <input type="checkbox"/> | WIFE <input checked="" type="checkbox"/> | OTHER (Specify) <input type="checkbox"/> |

|                                      |   |                                  |  |  |  |  |
|--------------------------------------|---|----------------------------------|--|--|--|--|
| 20. NUMBER OF CHILDREN TO CUSTODY OF | 3 | HUSBAND <input type="checkbox"/> | WIFE <input checked="" type="checkbox"/> | SPLIT CUSTODY <input type="checkbox"/> | OTHER (Specify) <input type="checkbox"/> | 21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT |
|                                      |   |                                  |  |  |  | 3301(c)                                    |

|                    |         |       |        |                                       |         |       |        |
|--------------------|---------|-------|--------|---------------------------------------|---------|-------|--------|
| 22. DATE OF DECREE | (Month) | (Day) | (Year) | 23. DATE REPORT SENT TO VITAL RECORDS | (Month) | (Day) | (Year) |
|                    |         |       |        |                                       |         |       |        |

|                                     |
|-------------------------------------|
| 24. SIGNATURE OF TRANSCRIBING CLERK |
|-------------------------------------|