

00-889-CD
SCOTT ALAN MARKEL -vs- SHARON LEE MARKEL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

SCOTT ALAN MARKEL, : No.: 00-~~889~~-CD
Plaintiff : Type of Case: Divorce
vs. : Type of Pleading:
SHARON LEE MARKEL, : Complaint
Defendant : Filed on behalf of:
 : Plaintiff
 : Counsel of Record
 : For This Party:
 : Girard Kasubick, Esq.
 : Supreme I.D. #30109
 : LEHMAN & KASUBICK
 : 611 Brisbin Street
 : Houtzdale, PA 16651
 : (814) 378-7840

FILED

AUG 02 2000

William A. Shaw
Prothonotary

Number of minor children born of this marriage: 2

Brandi Nicole Markel
Shaun Alan Markel

Date of Birth: 06/03/1987
Date of Birth: 06/08/1988

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

SCOTT ALAN MARKEL,	:	
Plaintiff	:	
vs.	:	No.: 00- -CD
SHARON LEE MARKEL,	:	
Defendant	:	

NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take prompt action. You are warned that if you fail to do so, the case may proceed without you and a decree in 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 the divorce is indignities or irretrievable breakdown of the marriage, you may request marriage counseling. A list of marriage counselors is available in the Office of the Prothonotary at the Clearfield County Court House, Clearfield, PA 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
Clearfield, PA 16830
(814) 765-2641

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

SCOTT ALAN MARKEL, :
Plaintiff :
vs. : No.: 00- -CD
SHARON LEE MARKEL, :
Defendant :
:

COMPLAINT

AND NOW, comes the Plaintiff, SCOTT ALAN MARKEL, who by and through his attorney, Girard Kasubick, Esq., files this Complaint and avers as follows:

COUNT I: DIVORCE

1. The Plaintiff is SCOTT ALAN MARKEL, who currently resides at R.R. 3 Box 119, Morrisdale, Clearfield County, PA 16858.

2. The Defendant is Sharon Lee Markel, who currently resides at P.O. Box 72, Osceola Mills, Clearfield County, PA 16666.

3. The Plaintiff has been a bona fide resident in the Commonwealth of Pennsylvania for at least six (6) months immediately prior to the filing of this Complaint.

4. The Plaintiff and Defendant were married on October 10, 1986, at a church in Blair County, Pennsylvania.

5. There have been no prior actions for divorce or annulment instituted by either of the Parties in this or any other jurisdiction.

6. There has been an irretrievable breakdown of the marriage between the Parties.

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

WHEREFORE, Plaintiff requests your Honorable Court to enter a decree in divorce, granting a divorce unto the Plaintiff from the Defendant under Section 3301 (c) or Section 3301 (d) of the Divorce Code.

COUNT II: EQUITABLE DISTRIBUTION

8. Paragraphs one though seven of this Complaint are incorporated herein by reference thereto.

9. Plaintiff and Defendant have acquired marital assets from the date of their marriage to the present time and have been unable to agree as to equitable distribution of said marital assets.

WHEREFORE, Plaintiff requests your Honorable Court to issue an order of equitable distribution of the marital assets of the parties.

COUNT III: CHILD CUSTODY AND VISITATION

10. Paragraphs one through nine of this Complaint are incorporated herein by reference thereto.

11. Plaintiff and Defendant are the parents of two minor children, namely, Brandi Nicole Markel, d/o/b June 2, 1987, and Shaun Alan Markel, d/o/b June 8, 1988.

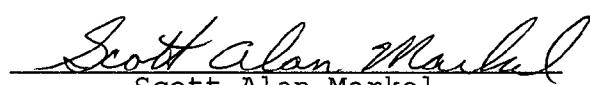
12. Plaintiff and Defendant have not been able to reach an amicable agreement on child custody and visitation of the two minor children.

WHEREFORE, the Plaintiff requests your Honorable Court to enter an Order directing custody and visitation of the two minor children involved in this matter.



Girard Kašubick, Esq.
Attorney for Plaintiff

I verify that the statements made in the foregoing Complaint are true and correct and that false statements made herein are subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.



Scott Alan Markel

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

SCOTT ALAN MARKEL, Plaintiff :
vs. : No.: 00-889-CD
SHARON LEE MARKEL, Defendant :
:

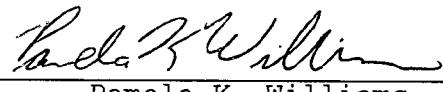
AFFIDAVIT OF PROOF OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :

S:

COUNTY OF CLEARFIELD :

Before me, Girard Kasubick, Esq., personally appeared Pamela K. Williams, who being duly sworn according to law, deposes and says that she served the certified copy of the Complaint in Divorce in the above-captioned matter by sending it by certified mail, restricted delivery to Sharon Lee Markel on August 2, 2000. The certified mail was accepted by Sharon Lee Markel on August 4, 2000, as evidenced by the attached return receipt.



Pamela K. Williams

Sworn to and subscribed
before me this 8th day
of August, 2000.



N.P.

Notarial Seal
Girard Kasubick, Notary Public
Houtzdale Boro, Clearfield County
My Commission Expires June 8, 2003

FILED

AUG 10 2000

William A.
Prothonotary

P 150 351 131

**US Postal Service
Receipt for Certified Mail**

No Insurance Coverage Provided

Do not use for International Mail (See reverse)

Sent to	
Sharon Market	
Street & Number	
P.O. Box 72	
Post Office, State, & ZIP Code	
Osceola Mills, PA 11616166	
Postage	\$ 55
Certified Fee	140
Special Delivery Fee	
Restricted Delivery Fee	275
Return Receipt Showing to Whom & Date Delivered	125
Return Receipt Showing to Whom Date, & Addressee's Address	
TOTAL Postage & Fees	11 \$ 11 PP 350 595
Postmark or Date	2 2000 USPS

PS Form 3800, April 1995

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:

Sharon L. Markel
P.O. Box 72
Osceola Mills, PA 16666

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **Sharon Monk** B. Date of Delivery **08/04/00**

C. Signature

Pharon Walker Agent
 Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

No

• 100 •

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number (Copy from service label)

2. Article Number (Copy from service label) P 150 351 131 Return Receipt Requested

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

SCOTT ALAN MARKEL, :
Plaintiff :
vs. : No.: 00-889-CD
SHARON LEE MARKEL, :
Defendant :
:

PRAECIPE TO TRANSMIT RECORD

TO THE PROTHONOTARY:

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

1. Ground for divorce: irretrievable breakdown under Section 3301 (c) under the Divorce Code.
2. Date and manner of service of the Complaint: certified mail, restricted delivery to Sharon Lee Markel on August 2, 2000.
3. Date of execution of the Affidavits of Consent as required by Section 3301 (c) of the Divorce Code: Plaintiff on December 21, 2000; and Defendant on December 11, 2000.
4. Related claims pending: None.
5. Date Plaintiff's Waiver of Notice in § 3301 (c) Divorce was filed with the prothonotary: Attached hereto and filed same date as this Praecipe.

FILED
DEC 29 2000
William A. Shaw
Prothonotary

Date Defendant's Waiver of Notice in § 3301 (c)
Divorce was filed with the prothonotary: Attached hereto
and filed same date as this Praeclipe.

6. Please incorporate the Marriage Settlement
Agreement dated October 2, 2000, as part of the Decree in
Divorce.



Girard Kasubick
Girard Kasubick, Esq.
Attorney for Plaintiff

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

SCOTT ALAN MARKEL, Plaintiff
vs. No.: 00-889-CD
SHARON LEE MARKEL, Defendant

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301 (c) of the Divorce Code was filed on August 2, 2000.

2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety (90) days have elapsed from the date of filing of 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 that the statements made in this Affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Dated: 12-11-00


Sharon Lee Markel, Defendant

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

SCOTT ALAN MARKEL, Plaintiff
vs. No.: 00-889-CD
SHARON LEE MARKEL, Defendant

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

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

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

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

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

Dated: 12/21/00

Scott Alan Markel
Scott Alan Markel, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

SCOTT ALAN MARKEL,
Plaintiff

vs. : No.: 00-889-CD

SHARON LEE MARKEL,
Defendant

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

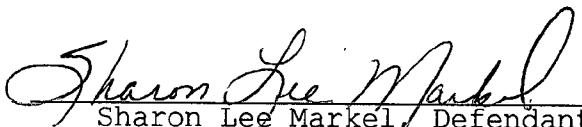
1. I consent to the entry of a final decree of divorce without notice.

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

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

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

Dated: 12-11-00


Sharon Lee Markel, Defendant

00-889-CD

MARRIAGE SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this
2nd day of October, 2000, by and between
SCOTT ALAN MARKEL of R.R.#3, Box 1109, Morrisdale, PA
16858, hereinafter called "Husband",

AND

SHARON LEE MARKEL of P.O. Box 398, 46321 Redwood Way,
Gualala, CA 95445, hereinafter called "Wife".

WITNESSETH:

WHEREAS, differences between the Parties have arisen
and a Divorce Complaint was filed on August 2, 2000 in the
Court of Common Pleas of Clearfield County, Pennsylvania,
to File No. 00-889-CD, and;

WHEREAS, the Parties desire to agree to various
issues in the divorce;

NOW THEREFORE, in consideration of the terms,
conditions and covenants contained herein, and with the
intent to be legally bound hereby, the Parties agree as
follows:

1. **DEBTS/INDEMNIFICATION:** Each Party warrants to
the other that he or she has not incurred any debt,
obligation, or other liability, other than those described

in this Agreement, on which the other Party is or may be liable, and each Party covenants and agrees that if any claim, action, or proceeding is hereafter brought seeking to hold the other Party liable, due to an act or omission of such Party, such Party will, at his or her sole expense, defend the other Party against any such claim or demand, whether or not well-founded, and that he or she will indemnify and hold harmless the other Party therefrom.

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

3. ALIMONY: Wife and Husband agree to waive all right, title and interest and all claims which each Party may have against the other Party for alimony.

4. MARITAL PROPERTY: a). Personal Property. The Parties had separate bank accounts upon separation and each party shall retain his or her separate bank account. The Parties have divided all household furnishings and other personal property between them. All personal property in possession of Husband and remaining in the marital residence at 402 Sarah Street, Osceola Mills, PA, shall be the sole property of Husband. All personal property in possession of Wife shall be the sole property of Wife.

Husband shall retain the 1988 Plymouth Carrevelle as his sole property. Wife shall retain the 1990 Voyager Van as her sole property. There is no debt on the 1988 Plymouth Carrevelle, but Wife shall assume the debt with Benson Auto on the 1990 Voyager Van and save harmless and indemnity Husband from the debt with Benson Auto. Husband agrees to sign and execute all documents necessary to transfer title to the 1990 Voyager Van to Wife upon presentation of the title to Husband for the transfer.

b). **Real Property.** The Parties are the joint owners of real property located at 402 Sarah Street Osceola Mills Borough, Clearfield County, Pennsylvania, by deed recorded in Clearfield County Deed Book 1724, Page 486. The Parties also are under Agreement to purchase an additional 10 feet by 30 foot tract from the Estate of John R. McAvoy where the pool sits.

The property in Deed Book 1724, Page 486 is subject to a first mortgage with Mellon Bank and a second mortgage with Conseco. Mortgage foreclosure proceedings have been started for failure to make payments and the Parties herein intend to allow the foreclosure to be completed. Husband has filed for Bankruptcy to discharge his debts.

Husband agrees to pay to Wife the Four Hundred (\$400.00) Dollars to be returned by the John R. McAvoy Estate because of the reduction in size of the land under the May 31, 2000 Agreement, when such monies is received. The Parties agree to convey the additional land once obtained from the John R. McAvoy Estate, to the appropriate Party or as ordered by Court in the Mortgage foreclosure proceedings.

The Parties agree to sign and execute documents which effectuates the intent to allow foreclosure of the real property including the tract to be received from the John R. McAvoy Estate.

c). **Disability Claim.** The Husband has received a lump sum settlement claim with a monthly payment from his disability claim with the United States Air Force. The lump sum payment was for \$14,514.00. Husband has paid to wife \$6,693.00 by Clearfield Bank and Trust Treasures Check No. 122674. Wife hereby accepts the amount of \$6,693.00 in settlement of any claim against this marital asset and in consideration of said payment releases any claim to the lump sum payment or any future payments received by Husband on the Disability Claim.

d). **Fire Loss Claim.** The Parties are expecting to receive proceeds from Westinghouse on a claim for loss in a 1996 fire in the amount of \$960.00 Dollars. The Parties agree to split this amount equally in the amount of \$480.00 each upon payment of this claim by Westinghouse.

e). **Pension.** The Parties agree that the pension of Husband with the State Employee's Retirement

Husband shall maintain medical, dental and eye care for the children as long as he is employed.

6. CHILD SUPPORT: The Parties agree to try and work out any child support issues, but if unable to do so either Party may seek support through the Domestic Relations Office or similar entity of their state to seek support of children.

7. DEPENDANT TAX EXEMPTIONS: The Parties agree that Husband shall be entitled to claim both children as dependants for the 2000 federal and state income tax returns. Commencing in the year 2001 and subsequent years thereafter the Parties agree they shall each be entitled to claim one (1) child as a dependant for federal and state income tax purposes with Husband being entitled to claim Shaun Alan Markel and Wife being entitled to claim Brandi Nicole Markel for as long as they qualify as a dependant. The Parties agree to execute any documents to carry out the intent of this Paragraph.

8. DIVORCE: Husband and Wife agree to cooperate in obtaining a no-fault divorce under Section 3301 (c) of the Divorce Code in the divorce action in the Clearfield County Court of Common Pleas filed to No. 00-889-CD. The

Parties shall execute an Affidavit of Consent and Waiver of Notice at the proper time, ninety (90) days after the filing of the Divorce Complaint. The parties agree to incorporate this Marriage Settlement Agreement into the Divorce Order.

9. REPRESENTATION BY COUNSEL AND VOLUNTARY

EXECUTION: EACH PARTY IS HEREBY ADVISED THAT THEY HAVE THE RIGHT TO OBTAIN SEPARATE COUNSEL OR ATTORNEY'S TO REPRESENT THEM. IF THEY HAVE FAILED TO SECURE COUNSEL OR AN ATTORNEY, THEY HAVE WAIVED THIS RIGHT KNOWINGLY AND INTELLIGENTLY.

Each Party acknowledges that this Agreement is being entered into voluntarily and that it is not the result of any duress or undue influence. Both parties agree that they have made full disclosure of the assets and liabilities of the parties to the other and that this agreement is fair, reasonable, and equitable.

10. BREACH: If either Party breaches any provision of this Agreement, the other Party shall have the right, at his or her election, to sue for damages for such breach, or seek such other remedies or relief as may be 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 the Agreement.

11. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors and assigns.

12. **APPLICABLE LAW:** This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Parties set their hands and seals hereto the day and year written above.

WITNESS:

David Kaveluk

HUSBAND:

Scott Alan Markel
SCOTT ALAN MARKEL

WIFE:

Della J. Dressler Sharon Lee Markel
SHARON LEE MARKEL

COMMONWEALTH OF PENNSYLVANIA : :

S:

COUNTY OF CLEARFIELD : :

On this, the 2nd day of October, 2000, before me, the undersigned officer, personally appeared **SCOTT ALAN MARKEL**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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


Girard Kasubick
Notary Public

Notarial Seal
Girard Kasubick, Notary Public
Houtzdale Boro, Clearfield County
My Commission Expires June 8, 2003

STATE OF CALIFORNIA : :

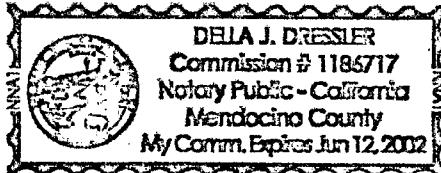
S:

COUNTY OF Mendocino : :

On this, the 17th day of October, 2000, before me, the undersigned officer, personally appeared **SHARON LEE MARKEL**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

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


Delta J. Dressler
Notary Public



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

SCOTT ALAN MARKEL, :
Plaintiff :
:
vs. : No. 00-889-CD
:
SHARON LEE MARKEL, :
Defendant :
:

ORDER

AND NOW, this _____ day of _____,
2000, the attached Stipulation and Agreement dated
December 1, 2000, of the Parties in this case is
incorporated, but not merged, into this Order of Court.

BY THE COURT,

J.

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

SCOTT ALAN MARKEL,	:	
	Plaintiff	:
		:
vs.	:	No. 00-889-CD
	:	
SHARON LEE MARKEL,	:	
	Defendant	:
		:

STIPULATION AND AGREEMENT

AND NOW, this 1st day of December, 2000, the Parties, Scott Alan Markel, Plaintiff and Sharon Lee Markel, Defendant, do hereby agree and stipulate as follows:

1. The Plaintiff, Scott Alan Markel, hereinafter referred to as "Member", is a member of the Commonwealth of Pennsylvania, State Employee's Retirement System, hereinafter referred to as "SERS".

2. SERS, as a creature of statute, is controlled by the State Employee's Retirement Code, 71 Pa. C.S. §5101-5956, ("Retirement Code").

3. Member's date of birth is March 7, 1962 and his Social Security Number is 201-56-6518.

4. The Defendant, Sharon Lee Markel, hereinafter referred to as "Alternate Payee", is the former spouse of

Member. Alternate Payee's date of birth is February 16, 1962 and her Social Security number is 197-54-5581.

5. Member's last known mailing address is:

R.R.#3, Box 1109
Morrisdale, PA 16858

6. Alternate Payee's current mailing address is:

P.O. Box 398
46321 Redwood Way
Gualala, CA 95445

It is the responsibility of Alternate Payee to keep a current mailing address on file with SERS at all times.

7. (a). The marital property component of Member's retirement benefit equals: (1). The Coverture Fraction multiplied by (2) the Member's retirement benefit on the effective date of Member's retirement calculated by using the Member's final average salary on June 25, 2000 instead of the Member's actual final average salary.

(b). The Coverture Fraction is a fraction with a value less than or equal to one. The numerator is the amount of Member's service, as defined by SERS, for the period of time from October 10, 1986 to June 25, 2000. The denominator is the total amount of Member's service, as

defined by SERS, on the effective date of Member's retirement.

(c). Fifty percent (50%) of the marital property component of Member's retirement benefit is to be allocated to the Alternate Payee as her equitable distribution portion of the marital asset.

8. Member's retirement benefit is defined as all monies paid to or on behalf of Member by SERS, including any lump sum withdrawals or scheduled or ad hoc increases, but excluding the disability portion of any disability annuities paid to Member by SERS as a result of a disability which occurs before the Member's marriage to Alternate Payee or after the date of the Member and Alternate Payee's final separation. Member's retirement benefit does not include any deferred compensation benefits paid to Member by SERS. The equitable distribution portion of the marital property component of Member's retirement benefit, as set forth in Paragraph Seven (7), shall be payable to Alternate Payee and shall commence as soon as administratively feasible on or about the date the Member actually enters pay status and SERS

balance via the last Nomination of Beneficiaries Form filed with the Retirement Board prior to Member's death, Alternate Payee shall be treated as if Alternate Payee predeceased Member. No portion of the Balance shall be payable to Alternate Payee's estate.

(b). In addition, Member shall execute and deliver to Alternate Payee an authorization, in a form acceptable to SERS, authorizing SERS to release to Alternate Payee all relevant information concerning Member's retirement account. Alternate Payee shall deliver the authorization to SERS which will allow the Alternate Payee to check that she has been and continues to be properly nominated under this paragraph.

10. The term and amounts of Member's retirement benefits payable to the Alternate Payee after SERS approves a Domestic Relations Order incorporating the Stipulation and Agreement is dependent upon which option is selected by Member upon retirement.

Member and Alternate Payee expressly agree that Member may select any retirement option offered by SERS under the Retirement Code at the time Member files an Application for Retirement Allowance with SERS.

11. Alternate Payee may not exercise any right, privilege or option offered by SERS. SERS shall issue individual tax forms to Member and Alternate Payee for amounts paid to each.

12. In the event of the death of Alternate Payee prior to receipt of all of her payments payable to her from SERS under this Order, any death benefit or retirement benefit payable to Alternate Payee by SERS shall revert to Member.

13. In no event shall Alternate Payee have greater benefits or rights other than those which are available to Member. Alternate Payee is not entitled to any benefit not otherwise provided by SERS. The Alternate Payee is only entitled to the specific benefits offered by SERS as provided in this Order. All other rights, privileges and options offered by SERS not granted to Alternate Payee by this Order are preserved for Member.

14. It is specifically intended and agreed by the parties hereto that this Order:

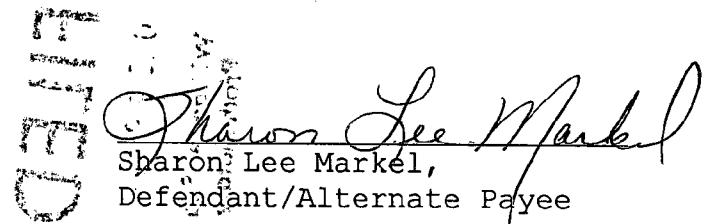
(a) Does not require SERS to provide any type or form of benefit, or any option not otherwise provided under the Retirement Code;

Relations Order shall take effect immediately upon SERS approval and SERS approval of any attendant documents and then shall remain in effect until further Order of Court.

WHEREFORE, the Parties, intending to be legally bound by the terms of this Stipulation and Agreement, do hereunto place their hands and seals.


Girard Kasubick, Attorney
for Plaintiff/Member


Scott Alan Markel,
Plaintiff/Member


Sharon Lee Markel,
Defendant/Alternate Payee

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF HEALTH

VITAL RECORDS

COUNTY
Clearfield

**RECORD OF
DIVORCE OR ANNULMENT**

(CHECK ONE)

STATE FILE NUMBER

STATE FILE DATE

HUSBAND

1. NAME (First) Scott Alan Markel (Middle) (Last)			2. DATE OF BIRTH (Month) (Day) Year March 7, 1962
3. RESIDENCE Street or R.D. R.R. 3, Box 1109, Morrisdale, Clearfield County, PA 16858	City, Boro. or Twp. County	State	4. PLACE OF BIRTH (State or Foreign Country) Altoona, PA
5. NUMBER OF THIS MARRIAGE 1st	6. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	7. USUAL OCCUPATION DEP	Surveyor for

WIFE

8. MAIDEN NAME (First) Sharon Lee Pooler (Middle) (Last)			9. DATE OF BIRTH (Month) (Day) Year February 16, 1962
10. RESIDENCE Street or R.D. P.O. Box 398, 46321 Redwood Way, Gualala, CA 95445	City, Boro. or Twp. County	State	11. PLACE OF BIRTH (State or Foreign Country) Altoona, PA
12. NUMBER OF THIS MARRIAGE 2nd	13. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	14. USUAL OCCUPATION Unknown	
15. PLACE OF THIS MARRIAGE (County) Blair County, PA (State or Foreign Country)			16. DATE OF THIS MARRIAGE (Month) (Day) Year October 10, 1986
17A. NUMBER OF CHILDREN THIS MARRIAGE 2	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 2	18. PLAINTIFF HUSBAND <input checked="" type="checkbox"/> WIFE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	19. DECREE GRANTED TO HUSBAND <input checked="" type="checkbox"/> WIFE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>
20. NUMBER OF CHILDREN TO CUSTODY OF	HUSBAND <input type="checkbox"/> WIFE <input type="checkbox"/> SPLIT CUSTODY <input checked="" type="checkbox"/> XX	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT	No-fault under Section 3301(c)
22. DATE OF DECREE (Month)	(Day)	(Year)	23. DATE REPORT SENT (Month) (Day) TO VITAL RECORDS (Year)
24. SIGNATURE OF TRANSCRIBING CLERK			

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

SCOTT ALAN MARKEL, Plaintiff :
vs. : No.: 00-889-CD
SHARON LEE MARKEL, Defendant :
:

DECREE

AND NOW, this 2 day of January, 2001, it
is ORDERED and DECREED that SCOTT ALAN MARKEL, Plaintiff,
and SHARON LEE MARKEL, Defendant, are divorced from the
bonds of matrimony and the Marriage Settlement Agreement
dated October 2, 2000 is incorporated herein.

BY THE COURT,


J.

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

SCOTT ALAN MARKEL, :
Plaintiff :
vs. : No. 00-889-CD
SHARON LEE MARKEL, :
Defendant :
:

FILED

DEC 29 2000

William A. Shaw
Prothonotary

STIPULATION AND AGREEMENT

AND NOW, this 1st day of December,

2000, the Parties, Scott Alan Markel, Plaintiff and Sharon Lee Markel, Defendant, do hereby agree and stipulate as follows:

1. The Plaintiff, Scott Alan Markel, hereinafter referred to as "Member", is a member of the Commonwealth of Pennsylvania, State Employee's Retirement System, hereinafter referred to as "SERS".

2. SERS, as a creature of statute, is controlled by the State Employee's Retirement Code, 71 Pa. C.S. §5101-5956, ("Retirement Code").

3. Member's date of birth is March 7, 1962 and his Social Security Number is 201-56-6518.

4. The Defendant, Sharon Lee Markel, hereinafter referred to as "Alternate Payee", is the former spouse of

Member. Alternate Payee's date of birth is February 16, 1962 and her Social Security number is 197-54-5581.

5. Member's last known mailing address is:

R.R.#3, Box 1109
Morrisdale, PA 16858

6. Alternate Payee's current mailing address is:

P.O. Box 398
46321 Redwood Way
Gualala, CA 95445

It is the responsibility of Alternate Payee to keep a current mailing address on file with SERS at all times.

7. (a). The marital property component of Member's retirement benefit equals: (1). The Coverage Fraction multiplied by (2) the Member's retirement benefit on the effective date of Member's retirement calculated by using the Member's final average salary on June 25, 2000 instead of the Member's actual final average salary.

(b). The Coverage Fraction is a fraction with a value less than or equal to one. The numerator is the amount of Member's service, as defined by SERS, for the period of time from October 10, 1986 to June 25, 2000. The denominator is the total amount of Member's service, as

defined by SERS, on the effective date of Member's retirement.

(c). Fifty percent (50%) of the marital property component of Member's retirement benefit is to be allocated to the Alternate Payee as her equitable distribution portion of the marital asset.

8. Member's retirement benefit is defined as all monies paid to or on behalf of Member by SERS, including any lump sum withdrawals or scheduled or ad hoc increases, but excluding the disability portion of any disability annuities paid to Member by SERS as a result of a disability which occurs before the Member's marriage to Alternate Payee or after the date of the Member and Alternate Payee's final separation. Member's retirement benefit does not include any deferred compensation benefits paid to Member by SERS. The equitable distribution portion of the marital property component of Member's retirement benefit, as set forth in Paragraph Seven (7), shall be payable to Alternate Payee and shall commence as soon as administratively feasible on or about the date the Member actually enters pay status and SERS

approves a Domestic Relations Order incorporating this Stipulation and Agreement, whichever is later.

9. Member hereby nominates Alternate Payee as an irrevocable beneficiary to the extent of Alternate Payee's equitable distribution portion of Member's retirement benefit for any death benefits payable by SERS. This nomination shall become effective upon approval by the Secretary of the Retirement Board, or his authorized representative, of any Domestic Relations Order incorporating this Stipulation and Agreement. The balance of any death benefit remaining after the allocation of Alternate Payee's equitable distribution portion ("Balance") shall be paid to the beneficiaries named by Member on the last Nomination of Beneficiaries form filed with the Retirement Board prior to Member's death.

(a). If the last Nomination of Beneficiaries Form filed by Member prior to Member's death (a) predates any approved Domestic Relations Order incorporating this Stipulation and Agreement, and (b) names Alternate Payee as a beneficiary, then: (1) the terms of the Domestic Relations order shall alone govern Alternate Payee's share of any death benefit, and (2) for purposes of paying the

balance via the last Nomination of Beneficiaries Form filed with the Retirement Board prior to Member's death, Alternate Payee shall be treated as if Alternate Payee predeceased Member. No portion of the Balance shall be payable to Alternate Payee's estate.

(b). In addition, Member shall execute and deliver to Alternate Payee an authorization, in a form acceptable to SERS, authorizing SERS to release to Alternate Payee all relevant information concerning Member's retirement account. Alternate Payee shall deliver the authorization to SERS which will allow the Alternate Payee to check that she has been and continues to be properly nominated under this paragraph.

10. The term and amounts of Member's retirement benefits payable to the Alternate Payee after SERS approves a Domestic Relations Order incorporating the Stipulation and Agreement is dependent upon which option is selected by Member upon retirement.

Member and Alternate Payee expressly agree that Member may select any retirement option offered by SERS under the Retirement Code at the time Member files an Application for Retirement Allowance with SERS.

11. Alternate Payee may not exercise any right, privilege or option offered by SERS. SERS shall issue individual tax forms to Member and Alternate Payee for amounts paid to each.

12. In the event of the death of Alternate Payee prior to receipt of all of her payments payable to her from SERS under this Order, any death benefit or retirement benefit payable to Alternate Payee by SERS shall revert to Member.

13. In no event shall Alternate Payee have greater benefits or rights other than those which are available to Member. Alternate Payee is not entitled to any benefit not otherwise provided by SERS. The Alternate Payee is only entitled to the specific benefits offered by SERS as provided in this Order. All other rights, privileges and options offered by SERS not granted to Alternate Payee by this Order are preserved for Member.

14. It is specifically intended and agreed by the parties hereto that this Order:

(a) Does not require SERS to provide any type or form of benefit, or any option not otherwise provided under the Retirement Code;

(b) Does not require SERS to provide increased benefits (determined on the basis of actuarial value) unless increased benefits are paid to Member based upon cost of living or increases based on other than actuarial values.

15. The Parties intend and agree that the terms of this Stipulation and Agreement shall be approved, adopted and entered as a Domestic Relations Order.

16. The Court of Common Pleas of Clearfield County, Pennsylvania, shall retain jurisdiction to amend any Domestic Relations Order incorporating this Stipulation and Agreement, but only for the purpose of establishing it or maintaining it as Domestic Relations Order; provided, however, that no such amendment shall require SERS to provide any type or form of benefit, or any option not otherwise provided by SERS, and further provided that no such amendment or right of the Court to so amend will invalidate this existing Order.

17. Upon entry as a Domestic Relations Order, a certified copy of the Domestic Relations Order and this Stipulation and Agreement and any attendant documents shall be served upon SERS immediately. The Domestic

Relations Order shall take effect immediately upon SERS approval and SERS approval of any attendant documents and then shall remain in effect until further Order of Court.

WHEREFORE, the Parties, intending to be legally bound by the terms of this Stipulation and Agreement, do hereunto place their hands and seals.

Girard Kasubick
Girard Kasubick, Attorney
for Plaintiff/Member

Scott Alan Markel
Scott Alan Markel,
Plaintiff/Member

Sharon Lee Markel
Sharon Lee Markel,
Defendant/Alternate Payee

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

SCOTT ALAN MARKEL, :
Plaintiff :
vs. : No. 00-889-CD
SHARON LEE MARKEL, :
Defendant :
.

ORDER

AND NOW, this 2 day of JANUARY,
2001, the attached Stipulation and Agreement dated
December 1, 2000, of the Parties in this case is
incorporated, but not merged, into this Order of Court.

BY THE COURT,


J.

FILED

JAN 02 2001

William A. Shaw
Prothonotary