

00-1002-CD

TERRI A. ZERNELL -vs- CHARLES P. ZERNELL

Christopher J. Shaw  
Attorney at Law  
41 East Main Street  
Sykesville, Pennsylvania 15865  
(814) 894-7497

CERTIFIED COPY

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

TERRI A. ZERNELL,  
PLAINTIFF

VS.

CHARLES P. ZERNELL,  
DEFENDANT

: NO. 00-1002 CD  
:  
: TYPE OF CASE: DIVORCE  
:  
: TYPE OF PLEADING: COMPLAINT  
: IN DIVORCE  
:  
: FILED ON BEHALF OF:  
: PLAINTIFF  
:  
: COUNSEL OF RECORD FOR THIS  
: PARTY:  
:  
: CHRISTOPHER J. SHAW  
: SUPREME COURT NO. 46836  
:  
: 41 EAST MAIN STREET  
: SYKESVILLE, PA 15865  
: (814) 894-2497

FILED

AUG 16 2000

William A. Shaw  
Prothonotary

NOTE: There was one child born of this marriage, namely Charlee A. Zernell d/o/b May 30, 1997..

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

TERRI A. ZERNELL,  
PLAINTIFF

VS. : No. 00 - - CD

CHARLES P. ZERNELL,  
DEFENDANT

**NOTICE TO DEFEND AND CLAIM RIGHTS**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE PROMPT ACTION. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND A DECREE OF DIVORCE OR ANNULMENT MAY BE ENTERED AGAINST YOU BY THE COURT. A JUDGMENT MAY ALSO BE ENTERED AGAINST YOU FOR ANY OTHER CLAIM OR RELIEF REQUESTED IN THESE PAPERS BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU, INCLUDING CUSTODY OR VISITATION OF YOUR CHILDREN.

WHEN THE GROUND FOR THE DIVORCE IS INDIGNITIES OR IRRETRIEVABLE BREAKDOWN OF THE MARRIAGE, YOU MAY REQUEST MARRIAGE COUNSELING. A LIST OF MARRIAGE COUNSELORS IS AVAILABLE IN THE OFFICE OF THE PROTHONOTARY AT THE CLEARFIELD COUNTY COURTHOUSE, 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  
Second & Market Streets  
Clearfield, PA 16830  
TELEPHONE: (814) 765-2641

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

TERRI A. ZERNELL,  
Plaintiff

VS. : No. 00 - - CD

CHARLES P. ZERNELL,  
Defendant

**COMPLAINT**

AND NOW, comes the Plaintiff, TERRI A. ZERNELL, by and through her attorney, CHRISTOPHER J. SHAW, Esquire, and brings this Complaint in Divorce against her husband, CHARLES P. ZERNELL, on a cause of action upon which the following is a statement:

1. TERRI A. ZERNELL is the Plaintiff of this Complaint, and is an adult individual sui juris residing at R.D. #2, Box 433, DuBois, Clearfield County, Pennsylvania 15801.
2. CHARLES P. ZERNELL is the Defendant of this Complaint, and is an adult individual sui juris residing at 14 Wasson Avenue, DuBois, Clearfield County, Pennsylvania 15801.
3. Both the Plaintiff and the Defendant have resided within the Commonwealth of Pennsylvania for a period of at least six (6) months or more, preceding the filing of this Complaint.
4. The parties were married on September 25, 1993 in DuBois, Pennsylvania.

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

6. The Plaintiff has been advised of the availability of counseling and that the Defendant may have the right to request that the Court require the parties to participate in counseling.

#### **COUNT I-DIVORCE**

7. Plaintiff hereby incorporates by reference the averments contained in Paragraphs 1 through 6 above as if each averment were set forth fully hereunder.

8. The marriage is irretrievably broken.

#### **COUNT II-EQUITABLE DISTRIBUTION**

9. Plaintiff hereby incorporates by reference all the averments contained in Paragraphs 1 through 6 and Count I of this Complaint as though set forth at length herein.

10. During their marriage, the parties hereto did acquire or otherwise obtain certain personal property which was held by the entireties.

11. To date, the parties have been unable to agree as to the equitable distribution of this property upon the dissolution of their marriage, although Plaintiff believes and therefore avers that the parties will be able to reach an amicable resolution of this issue.

#### **COUNT III-CUSTODY OF MINOR CHILDREN**

12. Plaintiff hereby incorporates by reference all of the averments contained in Paragraphs 1 through 6 and Counts I and II of this Complaint.

13. The parties hereto are the parents of one (1) minor child namely, **CHARLEE A. ZERNELL** d/o/b May 30, 1997.

14. Said minor child presently resides with the Plaintiff at R.D. #2, Box 433, DuBois, CLEARFIELD County, Pennsylvania.

15. Plaintiff herein is the natural Mother of the within named child and the Defendant herein is the natural Father of the child.

16. During the life of the child, she has resided with the parties at 14 Wasson Avenue, DuBois, Pennsylvania, and now since July 10, 2000 at R.D. #2, Box 433, DuBois, Pennsylvania wither Mother and her Maternal Grandparents.

17. Plaintiff has not participated as a party, witness, or otherwise in any litigation concerning the custody of said children in Pennsylvania or in any other State.

18. Plaintiff does not know of any person not a party of these proceedings who has physical custody of said children or who claims to have custody or visitation rights with respect to said children.

**WHEREFORE**, Plaintiff prays that a decree be entered in favor of the Plaintiff and against the Defendant as follows:

(a) As to Count I, that a decree in divorce be entered divorcing **TERRI A. ZERNELL** from the bonds of Matrimony between the Plaintiff and said Defendant;

(b) As to Count II, that a master be appointed to assist the parties in the equitable distribution of their marital estate if the parties are unable to reach an amicable resolution of the same.

(c) As to Count III, that an Order be entered granting primary physical custody of the minor child to Plaintiff with rights of partial physical custody in Defendant as will serve the best interests of the minor child.

(d) Such other relief as the Court deems necessary and appropriate.

Respectfully Submitted,

  
Christopher J. Shaw  
Attorney for Plaintiff

**VERIFICATION**

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.A. Section 4904, relating to unsworn falsification to authorities.

Dated: 7/28/00

  
TERRI A. ZERNELL

**FILED**

012306m

AUG 16 2000

Pa. 95

William A. Shaw  
Prothonotary

1 cc to Att.

**POST NUPTIAL AGREEMENT**

**THIS AGREEMENT**, made this 21st day of November 2000, by and between  
**CHARLES P. ZERNELL**, an individual hereinafter referred to as "HUSBAND";

A  
N  
D

**TERRI A. ZERNELL**, an individual hereinafter referred to as "WIFE".

**WITNESSETH:**

**WHEREAS**, the parties are presently husband and wife; and

**WHEREAS**, there was one child born of this marriage who remains a minor, namely Charlee A. Zernell, d/o/b May 30, 1997; and

**WHEREAS**, the parties hereto have been living separate and apart for a period of time prior to the execution of this Agreement, specifically Husband residing at 14 Wasson Avenue, DuBois, Pennsylvania and Wife residing at R.D. #2, Box 433, DuBois, Pennsylvania; and

**WHEREAS**, the parties desire to settle their property rights permanently and for all time; and

**WHEREAS**, the parties desire to provide for the custody and support of their minor child, namely Charlee A. Zernell; and

**FILED**

DEC 05 2000

William A. Shaw  
Prothonotary

**WHEREAS**, both parties agree to relinquish any and all claims which either may have against any property now owned or belonging to the other or which may hereafter be acquired by either of them by purchase, gift, devise, bequest, inheritance and otherwise, except as to the obligations, covenants and agreements contained herein; and

**WHEREAS**, the parties hereto have had the benefit of or opportunity to seek competent and independent legal advise by separate counsel of their choice.

**NOW, THEREFORE**, the parties intending to be legally bound hereby do covenant and agree as follows:

1. **SEPARATION:** It shall be lawful for each party at all times hereafter to live separate and apart from the other party at such place as he or she may from time to time choose or deem fit. The foregoing provisions shall not be taken as an admission on the part of either party of the lawfulness or unlawfulness of the causes leading to their living apart.

2. **INTERFERENCE:** Each party shall be free from interference, authority, and contract by the other, as fully as if he or she were single and unmarried except as may be necessary to carry out the provisions of this Agreement. Neither party shall molest the other or attempt to endeavor to molest the other, nor compel the other to cohabit with the other, nor in any way harass or malign the other, nor in any way interfere with the peaceful existence, separate and apart from the other and each of the parties hereto completely understands and agrees that neither shall do nor say anything to the child of the parties at any time which might in any way influence the child adversely against the other party.

**3. DESIRE OF THE PARTIES:** It is the desire of the parties, after long and careful consideration, to amicably adjust, compromise and settle all property rights and all rights in, to, or against each other's property or estate, including property heretofore or subsequently acquired by either party, and to settle all disputes existing between them including any and all claims for WIFE'S and /or HUSBAND'S maintenance and/or for support, alimony, counsel fees and costs, and equitable distribution.

**4. DEBTS:** HUSBAND and WIFE represent and warrant to each other that neither one has contracted any debt or debts, charges, or liabilities whatsoever except as herein expressly set forth, for which the other party or their property or their estates shall or may be or become liable or answerable, and they covenant that they will at all times keep each other free, harmless and indemnified against and from any and all debts and liabilities heretofore or hereafter contracted or incurred by either of them, except as expressly provided in this Agreement.

**5. 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 and all causes of action for breach of any provisions of this Agreement.

**6. DIVISION OF REAL PROPERTY:**

(a) The parties herein are the owners of a certain residential dwelling that formerly served as the marital residence. This property is located at 14 Wasson Avenue. The parties agree that they shall effectuate the sale of this residence immediately and that any net proceeds realized from the sale of the house once the mortgage is satisfied shall be paid toward any outstanding marital debt, and if the purchase price shall be insufficient to satisfy the mortgage leaving Sellers to contribute toward closing that HUSBAND shall pay any necessary funds required to close on the sale of the property.

(b) Until the house is sold, HUSBAND shall assume, release and hold WIFE harmless from the mortgage owed on the house.

**7. DIVISION OF PERSONAL PROPERTY:** The parties hereby divide their personal property, including but not limited to all household goods and furnishings, personal effects and all other items of personal property used by them in common as follows:

(a) Each party shall receive and be the sole owner of his or her personal effects and clothing.

(b) WIFE releases and by these presents does convey to HUSBAND all right, title and interest she may have or have had in and to a certain 1988 Ford Ranger and/or any equity which might be or have been transferred into any other vehicle purchased by HUSBAND after the separation of the parties. WIFE agrees to execute any and all documents necessary to effectuate this provision including without limitation a title to the vehicle. This provision shall include a release of all claims WIFE may have in and to the equity realized when this vehicle is or was sold. HUSBAND agrees to assume, release

and hold WIFE harmless from any and all indebtedness for which this vehicle is or was collateral although none is thought to exist.

(c) HUSBAND agrees and by these presents does convey to WIFE any and all interest he may have in and to a certain 1986 Plymouth Voyager Van presently titled in the name of WIFE. HUSBAND agrees to execute any and all documents necessary to effectuate this provision including without limitation a title to this vehicle. The parties expressly affirm that there is no indebtedness secured by this vehicle.

(d) WIFE agrees and by these presents does waive any and all interest she may have in and to any 401 K, ESOP, IRA and/or any other retirement accounts associated with or provided through HUSBAND's employment leaving HUSBAND the sole owner of any such retirement accounts. These accounts include HUSBAND's pension or 401(k) through Valley National Gases.

(e) HUSBAND agrees and by these presents does waive any and all interest he may have in and to any 401 K, ESOP, IRA and/or any other retirement accounts associated with or provided through WIFE's employment leaving WIFE the sole owner of any such retirement accounts. These accounts include WIFE's pension or 401(k) through Hoss's Steak & Sea House.

(f) Except as specifically provided herein, with regard to all other household furnishings, furniture and appliances, as well as all other items of personal property owned by HUSBAND & WIFE, it is understood and agreed that WIFE shall have sole ownership and possession of all items presently in possession of WIFE, and HUSBAND shall have sole ownership and possession of all items of personal property that are presently in possession of HUSBAND. However, WIFE shall specifically become the

sole owner of the Washer & Dryer, the Microwave and Stand, all of Charlee's toys, the Dining Room Table and Chairs, the Stereo, 3 Chests of Drawers, the Day Bed, the Floor Model Television, the VCR, Typewriter, and the Rocking Chair, while HUSBAND shall become the sole owner of the Kitchen Table and Chairs, the 13" Television, the Living Room Sofa & Chairs, the Bedroom Suite, the Stand from the Bathroom, and the Entertainment Center.

(g) HUSBAND and WIFE agree that the aforesaid Agreement is in lieu of all claims for equitable distribution of said property.

**8. MUTUAL DEBTS:** The parties agree that except as set forth herein, there are no mutual debts between them. To the extent that there is any other mutual indebtedness, each party recognizes that the party actually incurring such indebtedness shall assume the same and hold the other harmless from any liability for repayment of said debt including any indebtedness on credit card accounts in one name or the other. In this regard, WIFE is assuming the indebtedness on her Sears, J.C. Penney, Montgomery Wards and her MasterCard while HUSBAND is assuming the indebtedness on his Sears, Montgomery Wards, J.C. Penney and his Visa credit cards.

**9. ALIMONY, ATTORNEY'S FEES & COSTS:** In consideration of the provisions set forth herein, neither party shall pay the other alimony, alimony pendente lite or spousal support. Each party agrees to be responsible for his or her own attorney's fees and costs. Each party hereto waives his or her right to these ancillary claims except as provided herein.

**10. SHARED CUSTODY:** With regard to the custody of the minor child of the parties, namely CHARLEE A. ZERNELL, the parties agree as follows:

(a) HUSBAND and WIFE shall continue to have shared legal custody of their minor child, CHARLEE A. ZERNELL.

(b) WIFE shall have primary physical custody of their minor child with HUSBAND to enjoy rights of partial physical custody as follows:

(i) Father shall have partial physical custody of the minor child at such times as the parties may reasonably agree; provided however, that such agreement will not be unreasonably withheld.

**11. CONSULTATION PRIVILEGES:** In addition to any provisions which may be contained herein regarding custody, the parties shall each have the following rights with respect to the child: reasonable telephone calling privileges; access to report cards and other relevant information concerning the progress of the child in school; approval of extraordinary medical and/or dental treatment, except in cases of an emergency and provided that such approval shall not be unduly withheld; approval of summer camps and schools, provided that such approval shall not be unreasonably withheld.

**12. ILLNESS OF CHILD:** In the event of any serious illness of a child at any time, any party then having custody of the child shall immediately communicate with the other party by telephone or any other means and inform the other party of the nature of the illness. During such illness, each party shall have the right to visit the child as often as he or she desires, consistent with the proper medical care of the child. The word "illness" as used herein shall mean any disability which confines the child to bed under the direction of a licensed physician for a period in excess of forty-eight (48) hours. However, should a child have an illness as defined herein which results in said child

being confined to bed in that child's primary residence, the party intending to visit the child must first get the prior approval of the custodial party to make such a visit. However, such approval shall not be unreasonably withheld.

**13. SUPPORT OF MINOR CHILD:** The support obligation of any party hereto shall, if necessary, be determined in a separate proceeding in Domestic Relations, and support provisions shall not be set forth herein.

**14. FINANCIAL DISCLOSURE:** 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. In the event that it later appears that any asset or income of significant value has been omitted, the other party may, as to that asset or income, claim an equitable share thereof, and the reasonable attorney's fees, expert fees, costs and disbursements incurred in establishing such an omission shall be borne in full by the party having failed to make such disclosure.

**15. ADVICE OF COUNSEL:** Each of the parties hereto acknowledges that they have had opportunity to seek or obtained independent legal advice from counsel of their selection. If the party has obtained the advice of counsel, that party agrees that the legal effect of this Agreement has been explained to him or her by such counsel. Regardless of whether a party has sought legal counsel, the parties hereto each agree that they fully understand the facts contained herein, and do further understand their legal rights and obligations in this Agreement. Understanding their rights and obligations, each of the parties hereto accepts this Agreement and acknowledge that it is, in the circumstances, fair and equitable and that it is being entered into freely and voluntarily after having opportunity to or received advice from counsel. Each does further

acknowledge that the execution of this Agreement is not the result of any duress or undue influence, nor is it the result of any collusion or any improper or illegal agreement or agreements.

**16. WAIVER OF CLAIMS AGAINST ESTATE:** Except as herein otherwise provided, each party may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or the estate of the other as a result of the marital relationship, including without limitation, dower, courtesy, statutory allowance, widow's allowance, right to take property under equitable distribution, right to take in intestacy, right to take against the Will of the other, and right to act as administrator or executor of the other's estate, and each will at the request of the other execute, acknowledge, and deliver any and all instruments which may be necessary or advisable to carry into effect this mutual waiver and relinquishment of all such interest, rights and claims.

**17. BREACH:** If either party breaches any provisions of this Agreement, the other party shall have the right, at his or her election, to sue for damages for such breach, or seek such other remedies or relief as may be available to him or her, **and the party breaching this Agreement shall be responsible for payment of legal fees and costs incurred by the other in enforcing their rights under this Agreement.** All remedies provided by law and all remedies provided for above for the enforcement of this Agreement shall be deemed to be cumulative and the exercise of one remedy shall not bar or prevent the pursuit of any other remedy and either party may elect to pursue such

remedies simultaneously and the exercise of a remedy one or more times shall not exhaust its use or prevent further pursuit of such remedy.

Upon breach of this Agreement by one party, if the other party elects not to enforce the Agreement, this shall not prevent said party from enforcing any other breaches of the Agreement by the same party.

**18. AFTER ACQUIRED PROPERTY:** Each of the parties shall hereafter own and enjoy independently of any claim or right of the other all items of personal property, tangible or intangible, hereafter acquired by him or her, with full power in him or her to dispose of the same as fully and effectively in all respects and for all purposes as though he or she were unmarried.

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

**20. ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

**21. MODIFICATION AND WAIVER:** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

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

23. **INDEPENDENT SEPARATE COVENANTS:** It is specifically understood and agreed by and between the parties hereto that each paragraph hereof shall be deemed to be a separate and independent covenant and agreement.

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

25. **VOID CLAUSE:** If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation.

26. **ENTRY AS PART OF DECREE:** It is the intention of the parties that this instrument shall survive any action for divorce which may be instituted or prosecuted by either party and no order, judgment or decree of divorce, temporary, interlocutory, final or permanent, shall affect or modify the financial terms of this Agreement. It is also the intention of the parties that this Agreement shall survive any periods of reconciliation of the parties and no attempt at reconciliation of the parties or cohabitation by the parties hereinafter shall be assumed to cause the property as so divided in this Agreement to become marital property for the purposes of equitable distribution under the Divorce Code of the Commonwealth of Pennsylvania. The parties agree that all property divided by this Agreement shall remain the property of that party as specified within this

Agreement unless this Agreement is rescinded by the parties by a writing in similar form to this Agreement. If the parties are ever divorced, this Agreement shall be embodied in, merged with and made part of any such judgment or decree of final divorce.

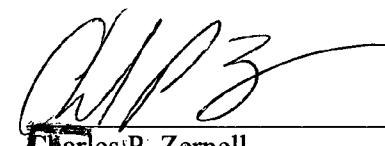
The parties agree to execute an Affidavit of Consent for a No-fault Divorce under Section 3301(c) of the Divorce Code, in the event that either party shall file for divorce.

**EACH OF THE PARTIES REPRESENTS THAT THEY HAVE CAREFULLY READ AND UNDERSTOOD EACH AND EVERY PAGE OF THIS AGREEMENT PRIOR TO SIGNING BELOW.**

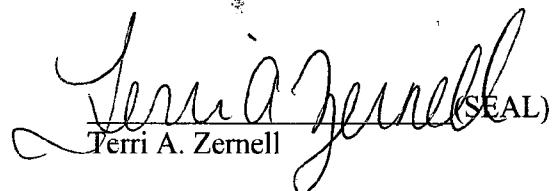
**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

Christopher J. Shaw

  
(SEAL)  
Charles P. Zernell  
JAN 2003  
TERRI A. ZERNELL  
PACIFIC CONSTRUCTION

Christopher J. Shaw

  
(SEAL)  
Terri A. Zernell

FILED 2 CC  
DEC 18 2000 Atty Christopher  
DEC 5 2000 Shaw  
William A. Shaw  
Prothonotary

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

TERRI A. ZERNELL,  
PLAINTIFF

VS.

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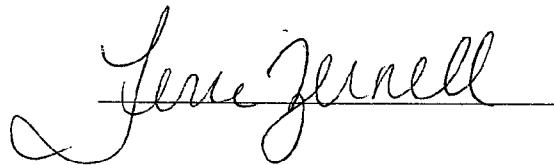
NO. 00 - 1002 - CD

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

1. I consent to the entry of a final decree of divorce without further 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. Section 4904**, relating to unsworn falsification to authorities.

Dated: 11-21-2000



**FILED**

DEC 05 2000

**William A. Shaw  
Prothonotary**

IN THE COURT OF COMMON PLEAS OF  
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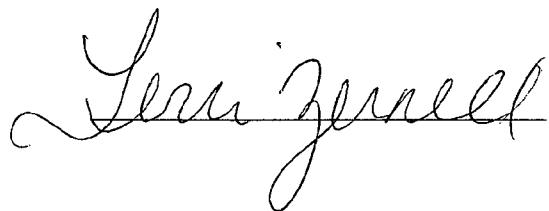
CHARLES P. ZERNELL,  
DEFENDANT

**AFFIDAVIT OF CONSENT**

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on the 16<sup>th</sup> day of August, 2000.
2. The marriage of the Plaintiff and the Defendant is irretrievably broken and more than ninety days have elapsed from the date of filing of the Complaint.
3. I consent to the entry of a final decree of divorce.
4. I understand that if a claim for alimony, alimony pendente lite, equitable distribution of marital property or counsel fees or expenses has not been filed with the Court before the entry of a final decree in divorce, the right to claim any of them will be lost.

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Dated: 11-21-2000



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
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PLAINTIFF

VS.

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Dated: 11/21/00



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Dated: 11/21/00



FILED  
NOV 8 2000  
DEC 8 5 2000  
cc  
William A. Shaw  
Prothonotary

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

TERRI A. ZERNELL,  
PLAINTIFF

VS.

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DEFENDANT

: NO. 00 - 1002 - CD  
:  
: TYPE OF CASE: DIVORCE  
:  
: TYPE OF PLEADING:  
: AFFIDAVIT OF NON-MILITARY  
: SERVICE  
:  
: FILED ON BEHALF OF:  
: PLAINTIFF  
:  
: COUNSEL OF RECORD FOR THIS  
: PARTY:  
:  
: CHRISTOPHER J. SHAW  
: SUPREME COURT NO. 46836  
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**FILED**

DEC 5 2000

**William A. Shaw**  
Prothonotary

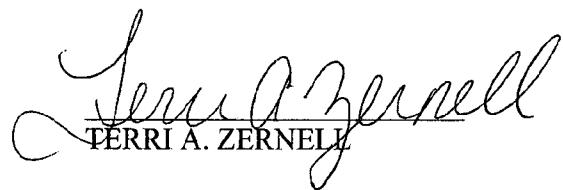
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

TERRI A. ZERNELL, :  
PLAINTIFF :  
VS. : NO. 00 - 1002 - CD  
CHARLES P. ZERNELL, :  
DEFENDANT :  
:

**AFFIDAVIT OF NON MILITARY SERVICE**

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

TERRI A. ZERNELL, being duly sworn according to law deposes and says that he is the Plaintiff in the above matter; that he personally knows the Defendant, CHARLES P. ZERNELL, and that he is over the age of 18 years; and that his place of residence is 14 Wasson Avenue, DuBois, Pennsylvania 15801. Plaintiff further avers that Defendant is employed as a laborer with Valley National Gases, Inc, and is not in the military or naval services of the United States or its allies or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940 and its amendments.

  
TERRI A. ZERNELL

SWORN to and SUBSCRIBED  
before me this 21st day  
of November, 2000.

  
\_\_\_\_\_  
Notary Public

Notarial Seal  
Donna L. Mehok, Notary Public  
Sykesville Boro, Jefferson County  
My Commission Expires April 16, 2001

FILED NOCC  
Dec 18 1953  
SAC DEC 15 1953  
William A. Strow  
Prosecutor

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

TERRI A. ZERNELL,  
PLAINTIFF

VS.

CHARLES P. ZERNELL,  
DEFENDANT

: NO. 00 - 1002 - CD  
:  
: TYPE OF CASE: DIVORCE  
:  
: TYPE OF PLEADING:  
: AFFIDAVIT OF SERVICE  
:  
:  
: FILED ON BEHALF OF:  
: PLAINTIFF  
:  
: COUNSEL OF RECORD FOR THIS  
: PARTY:  
:  
: CHRISTOPHER J. SHAW  
: SUPREME COURT NO. 46836  
:  
: 41 EAST MAIN STREET  
: SYKESVILLE, PA 15865  
: (814) 894-2497

**FILED**

DEC 05 2000

William A. Shaw  
Prothonotary

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

TERRI A. ZERNELL,  
PLAINTIFF

:

VS. : NO. 00 - 1002 - CD

:

CHARLES P. ZERNELL,  
DEFENDANT

:

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF JEFFERSON :  
:

CHRISTOPHER J. SHAW, Esquire, being duly sworn according to law, deposes and says that I am Counsel of Record for the Plaintiff, TERRI A. ZERNELL. As such, on September 7, 2000, I did mail to the Defendant, CHARLES P. ZERNELL, a certified copy of the Complaint in Divorce under section 3301(c) of the Divorce Code filed to the above captioned matter by certified mail, restricted delivery, return receipt requested to the place of residence of CHARLES P. ZERNELL. A copy of the return receipt duly executed by the Defendant, CHARLES P. ZERNELL, is attached hereto as evidence or proof of service.

*Christopher J. Shaw*  
Christopher J. Shaw

SWORN to and SUBSCRIBED  
before me this 21st day  
of November, 2000.

*Donna L. Mehok*  
Notary Public

Notarial Seal  
Donna L. Mehok, Notary Public  
Sykesville Boro, Jefferson County  
My Commission Expires April 16, 2001

**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:**

Charles P. Zernell  
14 Wasson Ave.  
DuBois, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery  
**SEP 18 2000**

**C. Signature**

  Agent  
 Addressee

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

If YES, enter delivery address below:  Yes  
 No

**3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" 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)**

**7699340000013648 3630**

FILED NO. CC  
OCT 8 2000  
DEC 15 2000  
SAC  
William A. Shaw  
Prothonotary

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

TERRI A. ZERNELL,  
PLAINTIFF

VS.

CHARLES P. ZERNELL,  
DEFENDANT

: NO. 00 - 1002 - CD  
:  
: TYPE OF CASE: DIVORCE  
:  
: TYPE OF PLEADING:  
: PRAECIPE TO TRANSMIT  
: THE RECORD  
:  
: FILED ON BEHALF OF:  
: PLAINTIFF  
:  
: COUNSEL OF RECORD FOR THIS  
: PARTY:  
:  
: CHRISTOPHER J. SHAW  
: SUPREME COURT NO. 46836  
:  
: 41 EAST MAIN STREET  
: SYKESVILLE, PA 15865  
: (814) 894-2497

FILED

DEC 5 2000

William A. Shaw  
Prothonotary

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

TERRI A. ZERNELL,  
PLAINTIFF

VS.

CHARLES P. ZERNELL,  
DEFENDANT

: NO. 00 - 1002 - CD

**PRAECIPE TO TRANSMIT RECORD**

TO: WILLIAM A. SHAW, PROTHONOTARY

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

1. The ground for the divorce is irretrievable breakdown under Section 3301(c) of  
the Divorce Code.
2. The divorce complaint was personally served on the Defendant, CHARLES P.  
ZERNELL, on the 18<sup>th</sup> day of September, 2000, as acknowledged by an Affidavit of  
Service filed to the above referenced case.
3. The Affidavits of Consent as required by Section 3301(c) of the Divorce Code were  
executed by the Plaintiff on November 21, 2000 and by the Defendant on November 21,  
2000.
4. There are no other matters pending in this divorce.

*Christopher J. Shaw*  
\_\_\_\_\_  
Attorney for Plaintiff

51

FILED  
OCT 18 1951  
DEC 15 1951  
cc  
William A. Shaw  
Prothonotary

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

TERRI A. ZERNELL,  
PLAINTIFF

:

:

:

VS.

: NO. 00 - 1002 - CD

:

:

CHARLES P. ZERNELL,  
DEFENDANT

:

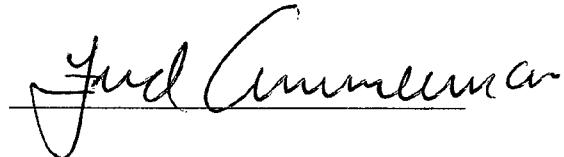
:

**DECREE AND ORDER**

AND NOW, this 11<sup>th</sup> day of December, 2000, this action having been considered by the Court, it is ORDERED AND DECREED that:

1. TERRI A. ZERNELL, Plaintiff and CHARLES P. ZERNELL, Defendant are divorced from the bonds of matrimony, and all the duties, rights, and claims accorded to either of the said parties at any time heretofore, in pursuance of the marriage, shall henceforth cease and determine, and the parties shall severally be at liberty to marry again as if they had never been married.
2. Pursuant to PA. R.C.P. 1920.1 et seq. and Act 26-1980, 23 Pa.C.S.A. Section 1, et seq., "The Divorce Code", the terms, provisions and conditions of a certain Post Nuptial Agreement dated November 21, 2000 are hereby incorporated into this Decree and Order by reference as fully as though the same were set forth at length herein. Said Agreement shall not merge with but shall survive this Decree.

BY THE COURT,



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HEALTH  
VITAL RECORDS

RECORD OF DIVORCE OR ANNULMENT				STATE FILE NUMBER			
COUNTY <b>CLEARFIELD</b>		(CHECK ONE) <input checked="" type="checkbox"/> <input type="checkbox"/>		STATE FILE DATE			
<b>HUSBAND</b>							
1. NAME (First) <b>Charles</b> (Middle) <b>P.</b> (Last) <b>Zernell</b>				2. DATE OF BIRTH <b>9 17 72</b>			
2. RESIDENCE Street or R.D. <b>14 Wasson Ave., DuBois</b>		City, Boro. or Twp. <b>Clearfield</b>		County <b>PA</b>	4. PLACE OF BIRTH <b>PA</b>		
5. NUMBER OF THIS MARRIAGE <b>1</b>		6. RACE <b>WHITE</b> <input checked="" type="checkbox"/> <b>BLACK</b> <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		7. USUAL OCCUPATION <b>Laborer</b>			
<b>WIFE</b>							
8. MAIDEN NAME (First) <b>Blake</b> (Middle) <b>Terri</b> (Last) <b>Zernell</b>				9. DATE OF BIRTH <b>1 12 73</b>			
10. RESIDENCE Street or R.D. <b>R. D. 2, Box 433</b>		City, Boro. or Twp. <b>DuBois</b>		County <b>Clearfield</b>	11. PLACE OF BIRTH <b>PA</b>		
12. NUMBER OF THIS MARRIAGE <b>1</b>		13. RACE <b>WHITE</b> <input checked="" type="checkbox"/> <b>BLACK</b> <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		14. OCCUPATION <b>Waitress</b>			
15. PLACE OF MARRIAGE (County) <b>Clearfield</b>		(State or Foreign Country) <b>PA</b>		16. DATE OF THIS MARRIAGE <b>9 25 93</b>			
17A. NUMBER OF CHILDREN THIS MARRIAGE <b>1</b>		17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 <b>1</b>		18. PLAINTIFF HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	19. DECREE GRANTED TO HUSBAND <input type="checkbox"/> WIFE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		
20. NUMBER OF CHILDREN TO CUSTODY OF <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		HUSBAND WIFE SPLIT CUSTODY <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT <b>No fault</b>			
22. DATE OF DECREE (Month) <b></b> (Day) <b></b> (Year) <b></b>				23. DATE REPORT SENT TO VITAL RECORDS (Month) <b></b> (Day) <b></b> (Year) <b></b>			
24. SIGNATURE OF TRANSCRIBING CLERK							