

00-1056-CD
Alice Pirraglia vs George Pirraglia

00

00-1056-CD
ALICE C. PIRRAGLIA -vs- GEORGE R. PIRRAGLIA

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

ALICE C. PIRAGLIA,
Plaintiff

vs.

GEORGE R. PIRAGLIA,
Defendant

NO. 00-1056-CO

Type of Case: Divorce

Type of Pleading: Complaint

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
David P. King, Esquire
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801
(814) 371-3760

Supreme Court No. 22980

No Children

FILED

AUG 28 2000

William A. Shaw
Prothonotary

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

ALICE C. PIRRAGLIA, :
Plaintiff :
: :
vs. : NO.
: :
GEORGE R. PIRRAGLIA, : IN DIVORCE
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 Clearfield County Courthouse, One North 2nd Street, 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.

IF YOU DO NOT HAVE A LAWYER, CONTACT
David S. Meholic, Court Administrator
Clearfield County Courthouse
One North 2nd Street
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

IF YOU CANNOT AFFORD A LAWYER, CONTACT
Keystone Legal Services
P. O. Box 950
Clearfield, PA 16830
1-800-326-9177

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

ALICE C. PIRRAGLIA, :
Plaintiff :
: :
vs. : NO. _____ C.D.
: :
GEORGE R. PIRRAGLIA, :
Defendant :
:

COMPLAINT IN DIVORCE UNDER SECTION 3301(c) OR 3301(d)
OF THE DIVORCE CODE

AND NOW, comes the Plaintiff, ALICE C. PIRRAGLIA, through her Attorney, David P. King, and for her cause of action respectfully represents as follows:

1. The Plaintiff is ALICE C. PIRRAGLIA, and she resides at R. D. 1, Penfield, PA, with her mailing address being P. O. Box 186, Penfield, PA 15849.
2. The Defendant is GEORGE R. PIRRAGLIA, and he resides at R. D. 1, Penfield, PA, with his mailing address being Box 154, Penfield, PA 15849.
3. Both Plaintiff and Defendant have been residents of Huston Township, Clearfield County, Pennsylvania, for more than ten years, and they both continue to reside there today.
4. Thus, both parties have been bona fide residents of the Commonwealth for at least six months immediately previous to the filing of this action.
5. The Plaintiff and Defendant were married on March 19, 1983, in Penfield, PA.

6. There have been no prior actions for divorce or annulment brought between either of the parties in this or any other jurisdiction.

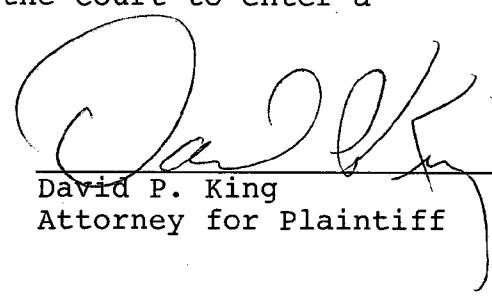
7. The marriage is irretrievably broken within the meaning of no-fault in accordance with The Divorce Code.

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

COUNT I
(DIVORCE)

9. The averments in Plaintiff's Paragraphs 1 through 8 above are herein incorporated by reference.

WHEREFORE, Plaintiff requests the Court to enter a Decree in Divorce.



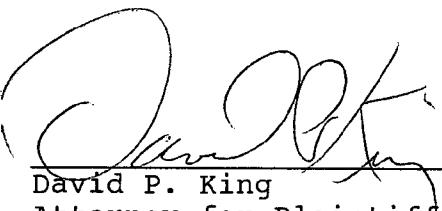
David P. King
Attorney for Plaintiff

COUNT II
(EQUITABLE DIVISION OF MARITAL PROPERTY)

10. The averments in Plaintiff's Paragraphs 1 through 9 above are herein incorporated by reference.

11. During the marriage the parties have acquired certain assets which are marital assets within the meaning of The Divorce Code.

WHEREFORE, Plaintiff requests this Honorable Court to divide, distribute and otherwise assign the marital property of the parties in accordance with law.



David P. King
Attorney for Plaintiff

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.

Date: 8-25-00

Alice C. Pirraglia
Alice C. Pirraglia

FILED

AUG 28 2000
1941 (Atty King PC
William A. Shaw
Prothonotary
\$95.00

cc. Atty King

FILED

DEC 11 2000

SETTLEMENT AGREEMENTWilliam A. Shaw
Prothonotary

MADE this 7th day of December, 2000, by and between
ALICE C. PIRRAGLIA, hereinafter referred to as "WIFE",

A
N
D

GEORGE R. PIRRAGLIA, hereinafter referred to as "HUSBAND".

WHEREAS, the parties hereto are lawfully married, but
there is pending in the Court of Common Pleas of Clearfield
County, Pennsylvania, an action for divorce at No. 00-1056-C.D.,

AND WHEREAS, as part of such proceedings, the Plaintiff
did raise the issues in the Divorce Complaint regarding the
divorce itself, as well as equitable distribution.

Anticipating the finality of said action and agreeing to
settle all of the outstanding issues between them, the parties
mutually agree as follows:

1. That WIFE agrees to convey to HUSBAND all of her right,
title and interest in the marital residence as situated in
Huston Township, Clearfield County, Pennsylvania, as more fully
described in Deed Book Volume 941, at Page 27.

(a) Notwithstanding the above, HUSBAND and WIFE agree
that for a period of one (1) year after the anticipated divorce
is finalized, WIFE shall have the right, exclusively, to reside
in the marital residence, but during such time, she will be
responsible for all utilities used and consumed in conjunction
with the same.

2. In consideration of this, as well as all that is set forth hereafter, HUSBAND agrees that he shall be solely responsible for all obligations regarding the marital residence, except for utilities as mentioned in Paragraph 1(a) above, including but not limited to any mortgage payments, taxes, insurance, maintenance, upkeep and the like.

3. Regarding the contents of the home, and other personality upon the premises, upon vacating the premises, HUSBAND shall retain all of such contents in and upon the premises, with the exception of those items as listed on Schedule "A" attached hereto. HUSBAND and WIFE agree and understand that upon WIFE vacating the premises after the one (1) year period as provided for above, she shall be entitled to remove all of those things as listed above, and HUSBAND will allow and otherwise make arrangements for her to retain the same.

4. In regard to the business and business property of the parties hereto known as "Pizza's Beverage", such business conducted upon premises situated in Huston Township, Clearfield County, Pennsylvania, as more fully described as "THE THIRD THEREOF" in Deed Book Volume 799, at Page 287, WIFE agrees to convey to the HUSBAND all of her right, title and interest in the same realty, fixtures, equipment, inventory, vehicles and all stock in trade regarding the same, and otherwise hereafter will make no claim of right, title or interest in the same. However, HUSBAND will be responsible for all obligations regarding said

business and the business premises, including but not limited to mortgage payments, taxes, insurance, maintenance, upkeep, and business debts and other business payables, and he will forever save, defend and hold harmless WIFE from such obligations.

5. In addition, WIFE will convey to the HUSBAND all of her right, title and interest in the rental property currently titled in the names of both parties hereto, which is also described in Deed Book Volume 941, at Page 27, such premises near and adjacent to the marital residence in Huston Township, Clearfield County, Pennsylvania. HUSBAND will have the sole and exclusive right to collect all rents and profits regarding such rental property, and he also will be responsible for all obligations regarding the same, including but not limited to mortgage payments, taxes, insurance, maintenance, upkeep and the like.

6. It is also agreed and acknowledged between the parties hereto, that WIFE will retain her vehicle, and HUSBAND will claim no right, title or interest in the same, but WIFE will be responsible for any obligations regarding such vehicle to the exclusion of HUSBAND. Such vehicle described as follows: 1995 Pontiac Grand Prix

7. Regarding retirement benefits, profit sharing, 401K plans, IRA's, as well as insurance policies, both of the parties hereto agree that such assets shall remain the sole and exclusive asset of that party who is and whose name appears as

owner of such policies, and they will make no claim of right, title and interest in the same against such property of the other, and that either of them shall be free to retain, obtain, transfer, alienate, borrow against, or otherwise own and enjoy such assets without encumbrance or claim by the other.

8. In consideration of all of the above items of equitable distribution, HUSBAND agrees to pay to the WIFE the sum of Eighty Five Thousand (\$85,000.00) Dollars, with HUSBAND to promptly take all the necessary steps to secure the financing to obtain such monies to pay unto WIFE, and it is anticipated and agreed between the parties that such sum shall be due and payable within thirty (30) days from the date of this Agreement.

9. Considering the length of the marriage, and the relative earning capabilities of the parties hereto, and all other relevant factors under The Divorce Code of Pennsylvania, it is further agreed that HUSBAND will pay to the WIFE the sum of One Hundred Fifty (\$150.00) Dollars per month for a period of sixty (60) consecutive months, such payments to begin January 1, 2001, and on the same day of each and every month succeeding thereafter for a total of 60 such payments of alimony, after which time, HUSBAND'S obligation shall terminate hereby.

10. Except as provided for herein, each of the parties further agrees and understands that any and all other assets that the parties may have in their possession, including but not limited to vehicles, personality, tangibles and intangibles, bank

accounts, and any and all real estate that the parties may have acquired during their marriage or subsequent to their separation shall be the sole and exclusive property of that person who holds title in their sole name, to the exclusion of the other, whether acquired by gift, purchase or otherwise.

11. Similarly, each of the parties does hereby waive any other interest that they may have in the estate of the other or any right to inherit from them, or any spousal rights that they may have on account of their marriage or otherwise in the estate of the other, including but not limited to their respective rights, if any, to claim an intestate share of the other's estate, the right or election to take against their Will, and the right to act as the personal representative of the other's estate, or in any other way to benefit from the other's separate estate, inheritance or acquisition of assets.

12. Except as provided for herein, there are no other marital debts of the parties or individual debts which the other can be held accountable, and thus they do hereafter agree to save, defend, hold harmless and indemnify the other from any and all debts or obligations that the other has made in their sole name.

13. As part of this agreement, the parties further agree that they shall make no claim for spousal support, alimony pendente lite, counsel fees or permanent alimony against the other, except as may be provided for herein, and that this

Agreement shall be a full and final settlement of those issues.

14. It is further acknowledged between the parties hereto that they shall both consent to a no-fault divorce in the action above mentioned, and that this Agreement shall survive the divorce action and eventual Divorce Decree, and shall be embodied in and made part of such Order and Decree of Final Order, and shall not merge into the same, and all of the provisions herein contained in this Agreement shall be enforceable by the Court of proper jurisdiction.

15. In order to carry out the purpose and intent of this Agreement, the parties agree that if necessary, they will sign any and all documents to carry out the intent of these provisions in a reasonable manner, and without unreasonable delay.

16. The parties also acknowledge hereby, that WIFE has been represented by Attorney David P. King, of DuBois, PA, in the divorce proceedings and the negotiations and settlement set forth herein, and that HUSBAND has chosen not to be represented by legal counsel, and has not relied on the advice or recommendations of WIFE'S Attorney, and that he has freely, voluntarily and without coercion entered into this Agreement with WIFE for the settlement of all of their rights and entitlements as expressed herein.

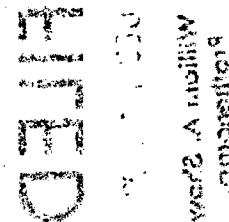
17. This Agreement shall and is therefore to be binding upon the parties hereto, as well as their executors, successors, administrators and assigns.

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

Alice C. Pirraglia
Alice C. Pirraglia

George R. Pirraglia
George R. Pirraglia

Twin bed with mattress
Chest of drawers
Dresser with mirror
Wicker stand
Dressing table with mirror and stool
Double dresser with mirror
Chest of drawers
Night stand
Head and foot board
Table and 6 chairs
Microwave and stand
Kitchen cooking accessories
2 Plant stands
Oak stand
Sewing machine and table
Washer and dryer
Round outside table and chairs
RCA TV and stand
3 Side tables (oak)
3 Lamps
5 Piece couch
Curio cabinet
Rocker
Sweeper



FILED NO
D/9/10/2000
DEC 11 2000
RJS
William A. Shaw
Prothonotary

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

ALICE C. PIRRAGLIA, :
Plaintiff :
: :
vs. : NO. 00-1056-C.D.
: :
GEORGE R. PIRRAGLIA, :
Defendant :
: :

PRAECIPE TO TRANSMIT RECORD

TO THE PROTHONOTARY:

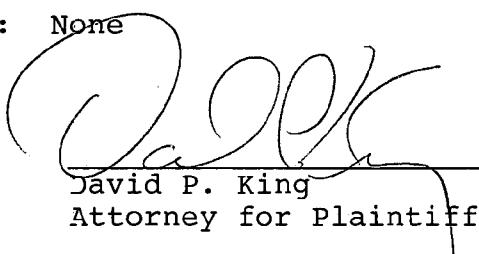
Transmit the record, together with the following information, to the Court for entry of a Divorce Decree:

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

2. Date and manner of service of the Complaint:
September 5, 2000, by Acceptance of Service.

3. Date of execution of the Affidavit of Consent required by Section 3301(c) of The Divorce Code: by Plaintiff, December 7, 2000; by Defendant, December 7, 2000.

4. Related claims pending: None



David P. King
Attorney for Plaintiff

FILED

DEC 11 2000

William A. Shaw
Prothonotary

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

ALICE C. PIRRAGLIA, :
Plaintiff :
vs. : NO. 00-1056 C.D.
GEORGE R. PIRRAGLIA, :
Defendant :
:

ACCEPTANCE OF SERVICE

Service accepted this 5 day of September,
2000, by GEORGE R. PIRRAGLIA, of Plaintiff's Complaint in
Divorce.



George R. Pirraglia
Defendant

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

ALICE C. PIRRAGLIA, :
Plaintiff :
: :
vs. : NO. 00-1056-C.D.
: :
GEORGE R. PIRRAGLIA, :
Defendant :
: :

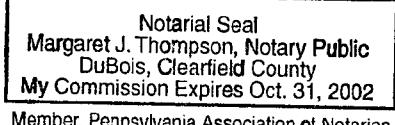
AFFIDAVIT OF NON-MILITARY SERVICE

ALICE C. PIRRAGLIA, being duly sworn according to law, deposes and says that GEORGE R. PIRRAGLIA is not in the military service of the United States of America, or any state or territory thereof, or its allies, and is in no wise subject to the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, and its amendments. On the contrary, the Defendant, GEORGE R. PIRRAGLIA, is an individual who is approximately 51 years of age, resides at R. D. 1, Box 154, Penfield, PA, and is self-employed.

Alice C. Pirraglia
Alice C. Pirraglia

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

Margaret J. Thompson



Member, Pennsylvania Association of Notaries

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

ALICE C. PIRRAGLIA, :
Plaintiff :
: :
vs. : : NO. 00-1056-C.D.
GEORGE R. PIRRAGLIA, :
Defendant :
: :

AFFIDAVIT OF CONSENT

1. A Complaint in divorce under Section 3301(c) of the Divorce Code was filed on August 28, 2000.
2. The marriage of plaintiff and defendant is irretrievably broken and ninety days have elapsed from the date of filing the Complaint.
3. I consent to the entry of a final decree of divorce.
4. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.

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

Date: 12/7/00

Alice C. Pirraglia
Alice C. Pirraglia
Plaintiff

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

ALICE C. PIRRAGLIA, :
Plaintiff :
: :
vs. : NO. 00-1056-C.D.
: :
GEORGE R. PIRRAGLIA, : IN DIVORCE
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. §4904, relating to unsworn falsification to authorities.

DATE: 12/7/00

Alice C. Pirraglia
Alice C. Pirraglia
Plaintiff

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

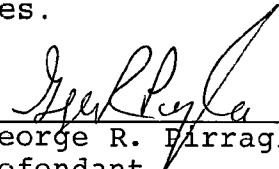
ALICE C. PIRRAGLIA, :
Plaintiff :
: :
vs. : NO. 00-1056-C.D.
GEORGE R. PIRRAGLIA, :
Defendant :
: :

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Date: 12/7/00


George R. Pirraglia
Defendant

FILED
Dec 11 2000
cc
William A. Shaw
Prothonotary

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

ALICE C. PIRRAGLIA, :
Plaintiff :
: :
vs. : NO. 00-1056-C.D.
GEORGE R. PIRRAGLIA, :
Defendant :
: :

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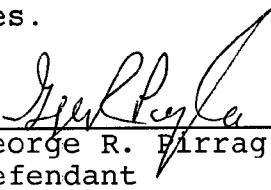
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are made subject to the penalties of 18 Pa. C.S. §4904 relating
to unsworn falsification to authorities.

Date: 12/7/00


George R. Pirraglia
Defendant

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

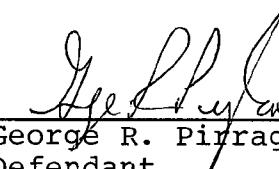
ALICE C. PIRRAGLIA, :
Plaintiff :
vs. : NO. 00-1056-C.D.
GEORGE R. PIRRAGLIA, :
Defendant : IN DIVORCE
:

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

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DATE: 12/7/00


George R. Pirraglia
Defendant

FILED
Duo
cc
DEC 11 2000
FBI
William A. Shoney
Prothonotary

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

ALICE C. PIRRAGLIA, :
Plaintiff :
vs. : NO. 00-1056-C.D.
GEORGE R. PIRRAGLIA, :
Defendant :
:

DECREE IN DIVORCE

AND NOW, this 11 day of December, 2000, it is
ORDERED AND DECREED that ALICE C. PIRRAGLIA, Plaintiff, and
GEORGE R. PIRRAGLIA, Defendant, are divorced from the bonds of
matrimony.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the
terms, provisions and conditions of that certain Settlement
Agreement between the parties dated December 7, 2000, and
attached to this Decree and Order are hereby incorporated into
this Decree and Order by reference as fully as though the same
were set forth at length. Such Agreement shall not merge with,
but shall survive the Decree and Order, and shall be enforceable
by the Court.

BY THE COURT:



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH
VITAL RECORDSCOUNTY
Clearfield

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

| | | |
|-------------------|--|--|
| STATE FILE NUMBER | | |
| STATE FILE DATE | | |

HUSBAND

| | | | | | |
|---------------------------------------|---|-----------------------------------|---|--------------------------------------|-------------------------------|
| 1. NAME George | (First) R. | (Middle) Pirraglia | (Last) | 2. DATE OF BIRTH 10 31 1949 | (Month) (Day) (Year) |
| 2. RESIDENCE RD 1, Box 154 | Street or R.D. | City, Boro. or Twp. Penfield | County Clearfield | State PA | 4. PLACE OF BIRTH PA |
| 5. NUMBER OF THIS MARRIAGE 2 | 6. RACE WHITE <input checked="" type="checkbox"/> | BLACK <input type="checkbox"/> | OTHER (Specify) <input type="checkbox"/> | 7. USUAL OCCUPATION Manager | |

WIFE

| | | | | | |
|--|--|--|---|--|---|
| 8. MAIDEN NAME Alice | (First) C. | (Middle) Rudolph | (Last) | 9. DATE OF BIRTH 4 23 1954 | (Month) (Day) (Year) |
| 10. RESIDENCE RD 1 | Street or R.D. | City, Boro. or Twp. Penfield | County Clearfield | State PA | 11. PLACE OF BIRTH PA |
| 12. NUMBER OF THIS MARRIAGE 1 | 13. RACE WHITE <input checked="" type="checkbox"/> | BLACK <input type="checkbox"/> | OTHER (Specify) <input type="checkbox"/> | 14. OCCUPATION Manager | |
| 15. PLACE OF OF THIS MARRIAGE Clearfield | (County) | (State or Foreign Country) PA | | 16. DATE OF THIS MARRIAGE 3 19 1983 | (Month) (Day) (Year) |
| 17A. NUMBER OF CHIL- DREN THIS MARRIAGE 0 | 17B. NUMBER OF DEPENDENT CHIL- DREN UNDER 18 0 | 18. PLAINTIFF HUSBAND <input type="checkbox"/> | WIFE <input checked="" type="checkbox"/> | 19. DECREE GRANTED TO HUSBAND <input type="checkbox"/> | WIFE <input checked="" type="checkbox"/> |
| 20. NUMBER OF CHILDREN TO CUSTODY OF <input type="checkbox"/> | HUSBAND <input type="checkbox"/> | WIFE <input type="checkbox"/> | SPLIT CUSTODY <input type="checkbox"/> | OTHER (Specify) | <input type="checkbox"/> |
| 22. DATE OF DECREE (Month) | (Day) | (Year) | 21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT Section 3301(c) No-Fault | | |
| 23. DATE REPORT SENT TO VITAL RECORDS (Month) | (Day) | (Year) | | | |
| 24. SIGNATURE OF TRANSCRIBING CLERK | | | | | |