

01-73-CD

ROGER L. KEPHART, SR. -vs- DAWN M. KEPHART

Date: 09/29/2005

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 01:40 PM

ROA Report

Page 1 of 2

Case: 2001-00073-CD

Current Judge: Paul E. Cherry

Roger L. Kephart Sr. vs .Dawn M. Kephart

Divorce with Custody

Date		Judge
01/05/2001	<input checked="" type="checkbox"/> Filing: Divorce Complaint with Custody Count Paid by: Thompson, David Richard (attorney for Kephart, Roger L Sr.) Receipt number: 1816693 Dated: 01/15/2001 Amount: \$95.00 (Check) Three Certified Copies to Attorney Thompson	No Judge
01/15/2001	<input checked="" type="checkbox"/> Filing: Divorce Complaint Additional Counts Paid by: Thompson, David Richard (attorney for Kephart, Roger L Sr.) Receipt number: 1816693 Dated: 01/15/2001 Amount: \$5.00 (Check)	No Judge
01/23/2001	<input checked="" type="checkbox"/> Affidavit of Service, Complaint in Divorce, upon Dawn M. Kephart. s/David R. Thompson, Esq. 1 cc atty Thompson	No Judge
02/22/2002	<input checked="" type="checkbox"/> Praecipe to Transmit Record, filed by s/David R. Thompson, Esq. No CC	Fredric Joseph Ammerman
	<input checked="" type="checkbox"/> Marriage Settlement Agreement, filed. Two CC Attorney Thompson s/Roger L. Kephart, Sr. s/Dawn M. Kephart	Fredric Joseph Ammerman
02/25/2002	<input checked="" type="checkbox"/> Divorce Decree/Dated: February 25, 2002. BY THE COURT: /s/Fredric J. Ammerman, Judge February 28, 2002, Vital Statistics information reported to New Castle, PA. Certified Copies of Decree to Parties of Record.	Fredric Joseph Ammerman
02/26/2002	<input checked="" type="checkbox"/> Consent Order, filed. Re: Custody. s/Roger L. Kephart, Sr. s/Dawn M. Kephart BY THE COURT: /s/Fredric J. Ammerman, Judge Two CC Attorney Thompson	Fredric Joseph Ammerman
02/28/2002	<input checked="" type="checkbox"/> Decree mailed to Dawn M. Kephart returned by USPS, filed.	Fredric Joseph Ammerman
03/10/2003	<input checked="" type="checkbox"/> Filing: Retake Prior Name Paid by: Kephart, Dawn M. (defendant) Receipt number: 1856893 Dated: 03/10/2003 Amount: \$10.00 (Cash) Retake prior name for Dawn M. Kephart to Dawn M. Bee	Fredric Joseph Ammerman
04/18/2005	<input checked="" type="checkbox"/> Petition to Modify Custody Order, filed by s/David R. Thompson, Esq. Two CC Attorney Thompson	Fredric Joseph Ammerman
04/20/2005	<input checked="" type="checkbox"/> Order Of Court, YOU, Dawn M. Kephart, have been sued in Court to obtain custody. You are ordered to appear in person the 16 day of May, 2005 at 9:00 a.m. for a custody conference. BY THE COURT: /s/ Paul E. Cherry, Judge. 2CC Atty Thompson	Paul E. Cherry
04/27/2005	<input checked="" type="checkbox"/> Certificate of Service, copy of the petition To Modify Custody Order, on April 21, 2005 to Dawn M. Kephart. Filed by s/ David R. Thompson, Esquire. 1CC to Atty	Paul E. Cherry
05/06/2005	<input checked="" type="checkbox"/> Affidavit of Service, copy of the Petition to Modify Ccustody Order, upon Dawn M. Kephart, dated April 29, 2005. Filed by s/ David R. Thompson, Esquire. 1CC to Atty Thompson	Paul E. Cherry

Roger L. Kephart Sr. vs .Dawn M. Kephart

## Divorce with Custody

Date		Judge
05/18/2005	✓ Order for Mediation Conference and Payment of Costs, NOW, this 18th day of May, 2005, it is Ordered that a Custody Mediation Conference be held. Further Ordered that the parties forthwith complete a Child Custody Mediation Questionnaire and forward the same to Dr. Ryen within ten days of receipt of this Order. Also Ordered that the cost of said Mediation Conference be borne equally by Plaintiff and Defendant. Each party or counsel for that party shall deposit \$175.00 (money orders only) made payable to the Clearfield County Treasurer and mailed to D. Peters, Judge's Chambers, 230 E. Market St., Clearfield, PA 16830 within 25 days of the date of this Order or submit a Custody Consent Order to the Court within 25 days of the date of this Order foregoing the Mediation Conference. This Court shall issue a further Order scheduling the Mediation Conference when the required deposit has been received from both parties. If a Custody Consent Order is received by the Court after the 25th day following this Order and no later than 7 days before scheduled Mediation Conference, then each party or counsel for the parties shall include \$20.00 (money order only) in order to defray administrative/processing expense. In this event, the original money order in the amount of \$175.00 previously deposited shall be returned. Failure of a party to deposit the required fee of \$175.00 shall result in the offending party being subject to contempt proceedings before the Court. BY THE COURT: /s/ Paul E. Cherry, Judge. 2CC & Questionnaire to: David R. Thompson, Esquire, and Robin J. Foor, Esquire.	Paul E. Cherry
05/25/2005	✓ Certificate of Service, Copy of Order for Mediation Conference and Payment of Costs and Child Custody Questionnaire served upon Robin Jean Foor, Esq. Filed By David R. Thompson, Esq. 1CC	Paul E. Cherry
06/06/2005	✓ Petition to Proceed In Forma Pauperis, filed by s/ Robin Jean Foor, Esquire. 1CC Atty. Foor	Paul E. Cherry
	✓ Order, AND NOW, this 6th day of June, 2005, upon consideration of the Affidavit in support of Petition to Proceed In Forma Pauperis, it is the ORDER of this Court that Petition is Granted. Filing fee is Waived. BY THE COURT: /s/ Paul E. Cherry, Judge. 1CC Atty. Foor	Paul E. Cherry
06/08/2005	✓ Order, NOW, this 7th day of June, 2005, it is ORDERED that the Custody Mediation Conference be held June 29, 2005 at 9:00 a.m. BY THE COURT/s/ Paul E. Cherry, Judge. 2CC to: David R. Thompson, Esquire; and Robin Foor, Esquire	Paul E. Cherry
06/29/2005	✓ Order, NOW, June 29, 2005, following custody mediation, the parties agree to the entry of the following additional provisions of this Court's previous Order dated Jan. 14, 2002: (see original). BY THE COURT: /s/ Paul E. Cherry, Judge. Signed by Roger L. Kephart, Sr., Plff and Dawn M. Bee f/k/a Kephart, Def. 4CC Dr. Ryen to distribute	Paul E. Cherry
07/14/2005	✓ Order, this 13th day of July, 2005, Ordered that Custody Trial has been scheduled for Thursday, September 15, 2005 at 9:00 a.m. in Courtroom No. 2. 1 day has been allotted. By The Court, /s/ Paul E. Cherry, Judge. 1CC Attys: Foor, Thompson	Paul E. Cherry
09/16/2005	✓ Order, NOW, this 15th day of Sept. 2005, following the taking of testimony, it is the Order of this Court that counsel for both parties supply the Court with proposed order within no more than 15 days from today's date. By The Court, /s/ Paul E. Cherry, Judge. 2CC Attys: Thompson, Foor	Paul E. Cherry

Date: 01/27/2006

Time: 03:50 PM

Page 1 of 1

Clearfield County Court of Common Pleas

ROA Report

Case: 2001-00073-CD

Current Judge: Paul E. Cherry

User: LBENDER

Roger L. Kephart Sr. vs .Dawn M. Kephart

Divorce with Custody

Date	Selected Items	Judge
11/21/2005	✓ Order, NOW, this 18th day of Nov., 2005, following custody hearing with regard to this matter, Ordered as follows: (see original). By The Court, /s/ Paul E. Cherry, Judge. 2CC Atty. Thompson, 1CC Atty. Foor	Paul E. Cherry
12/20/2005	✓ Petition to Modify Custody, filed by s/ Robin Jean Foor, Esquire. 3CC to Atty	Paul E. Cherry
12/23/2005	✓ Order of Court, dated December 21, 2005. You, Roger L. Kephart, respondent have been sued in court and you are ordered to appear in person in Courtroom #2, Clearfield County Courthouse, Clearfield, PA on the 3rd day of February 2006 at 1:30 p.m. BY THE COURT: /s/ Paul E. Cherry, Judge. 3CC Atty Foor.	Paul E. Cherry
12/28/2005	✓ Certificate of Service, filed. That on the 27th day of December, 2005, I served a copy of the Petition to Schedule a Conference filed in the above captioned matter to David R. Thompson Esq. 1CC Atty Foor.	Paul E. Cherry

Date: 03/02/2006

**Clearfield County Court of Common Pleas**

User: LBENDER

Time: 02:01 PM

ROA Report

Page 1 of 1

Case: 2001-00073-CD

Current Judge: Paul E. Cherry

Roger L. Kephart Sr. vs .Dawn M. Kephart

**Divorce with Custody**

Date	Selected Items	Judge
02/03/2006	Motion To Dismiss and/or Remand to Custody Conference, filed by s/ David R. Thompson, Esquire. 2CC Atty. Thompson	Paul E. Cherry
	Answer To Petition to Modify, filed by s/ David R. Thompson, Esquire. 2CC Atty. Thompson	Paul E. Cherry
02/07/2006	Order, NOW, this 3rd day of Feb., 2006, following a hearing on the Petition to Modify Custody, It is the Order of this Court that counsel provide the Court with a brief by Wed. Feb. 8, 2006. By The Court, /s/ Paul E. Cherry, Judge. 2CC Attys: Thompson, Foor	Paul E. Cherry

Case	Parties	Filing date	Judgment	Disposition	Disposition Date
2004-01818-CD	Jasper, Randy Defendant M&T Bank Subject Palisades Collection Plaintiff Kraus, Joel P. Plaintiff Sidorick, Adria Defendant Commonwealth of Pennsylvania Plaintiff Electric Avenue Banquet & Defendant Kiehmeier, Danny 02/01/2006	01/31/2006	Non Pros In favor of: Defendant Judgment amount or comment: Writ of Execution dismissed 2-03-06	Open	01/31/2006
2004-01915-CD	Kraus, Joel P. Plaintiff Sidorick, Adria Defendant	01/31/2006	Non Pros In favor of: Defendant Judgment amount or comment:	Open	01/31/2006
2005-00919-CD	Commonwealth of Pennsylvania Plaintiff Electric Avenue Banquet & Defendant Kiehmeier, Danny 02/02/2006	02/02/2006	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment:	Satisfied	02/02/2006
2005-01121-CD	Kiehmeier, Danny Defendant Kiehmeier, Robin Defendant Lasalle Bank National Asso Plaintiff Lasalle National Bank Plaintiff Superior Bank Plaintiff	02/01/2006	Default Judgment In favor of: Plaintiff Judgment amount or comment: Writ of Execution	02/01/2006	02/01/2006
2005-01121-CD	Kiehmeier, Danny Defendant Kiehmeier, Robin Defendant Lasalle Bank National Asso Plaintiff Lasalle National Bank Plaintiff Superior Bank Plaintiff	02/01/2006	Default Judgment In favor of: Plaintiff Judgment amount or comment:	Open	02/01/2006
2005-01415-CD	PNC Mortgage Corp. of Am Plaintiff Walker, Kathy L. Defendant Walker, Stephen A. Defendant Washington Mutual Bank, F Plaintiff Washington Mutual Home L Plaintiff	02/03/2006	Default Judgment In favor of: Plaintiff Judgment amount or comment: 41,080.22	Open	02/03/2006
2005-01415-CD	PNC Mortgage Corp. of Am Plaintiff Walker, Kathy L. Defendant Walker, Stephen A. Defendant Washington Mutual Bank, F Plaintiff Washington Mutual Home L Plaintiff	02/03/2006	Default Judgment In favor of: Plaintiff Judgment amount or comment:	Open	02/03/2006

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

CIVIL ACTION - LAW

ROGER L. KEPHART, SR.,

PLAINTIFF

VS.

DAWN M. KEPHART,

DEFENDANT

THERE IS ONE MINOR CHILD  
BORN OF THIS MARRIAGE, TO WIT:  
ROGER LYNN KEPHART, JR. (D.O.B.  
7/4/96)

No. ~~01~~ 01-73-CO

TYPE OF PLEADING: COMPLAINT  
IN DIVORCE

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

David R. Thompson, Esquire  
P.O. Box 587  
Philipsburg, PA 16866  
(814) 342-4100  
I.D. No. 73053

**FILED**

JAN 15 2001

William A. Shaw  
Prothonotary

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

CIVIL ACTION - LAW

ROGER L. KEPHART, SR.,

PLAINTIFF

vs.

DAWN M. KEPHART,

DEFENDANT

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No. 00 - -CD

TYPE OF PLEADING: COMPLAINT  
IN DIVORCE

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 against you and a Decree of Divorce or annulment may be entered against you for any other claim. You may lose money or property or other rights important to you including custody or visitation of your children.

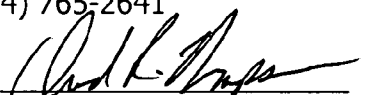
When the ground for the divorce is indignities or irretrievable breakdown of the marriage, you may request marriage counseling. A list of the marriage counselors is available in the Office of the Prothonotary at Clearfield County Courthouse, Clearfield, Pennsylvania, 16830.

IF YOU DO NOT FILE FOR ALIMONY, MARITAL PROPERTY, COUNSEL FEES, OR EXPENSES BEFORE THE FINAL DECREE OF DIVORCE OR ANNULMENT IS ENTERED, 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

By:

  
David R. Thompson, Esquire



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

CIVIL ACTION - LAW

ROGER L KEPHART, SR.,

PLAINTIFF

vs.

DAWN M. KEPHART,

DEFENDANT

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No. 00- -CD

TYPE OF PLEADING: COMPLAINT  
IN DIVORCE

COMPLAINT

AND NOW, comes the Plaintiff by and through her attorney, DAVID R. THOMPSON, and files this Complaint against the Defendant, and in support thereof avers as follows:

1. Plaintiff is Roger L. Kephart, Sr., who resides at 607 French Street, Osceola Mills, Clearfield County, Pennsylvania, 16666.

2. Defendant is Dawn M. Kephart, who resides at RD 1 Box 487, Woodland, Pennsylvania, 16811.

3. Plaintiff and Defendant have been bonafide residents of the Commonwealth for at least six months.

4. Plaintiff and Defendant were married on June 10, 1994, in Kylertown, Pennsylvania.

5. There is one minor child born of this marriage, to wit: ROGER LYNN KEPHART, JR. (DOB: 7/4/96).

### **COUNT I - DIVORCE**

6. This action is not collusive. (Does not apply to Sections 3301(c) of the Divorce Code.

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

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

9. The marriage is irretrievably broken.

10. Plaintiff requests the Court to enter a decree of divorce.

WHEREFORE, Plaintiff requests the entry of a Decree of Divorce.

### **COUNT II - CUSTODY**

Paragraphs 1 through 10 are incorporated by reference as though the same were set forth at length herein.

11. The minor child currently resides with Defendant at RD 1 Box 487, Woodland, Pennsylvania.

12. Prior to the parties separating on August 1, 2000 the minor child resided with both Plaintiff and Defendant at RD 1 Box 487, Woodland, Pennsylvania.

13. No prior determination concerning custody has been made.

14. Plaintiff believes and therefore avers that it would be in the best interest of the child if the parties were to be awarded joint legal custody and joint physical custody of the said minor child.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order awarding the parties joint legal custody and joint physical custody of the said minor child subject to Defendant's right to visitation.

## **COUNT II - EQUITABLE DISTRIBUTION**

Paragraphs 1 through 14 are incorporated by reference as though the same were set forth at length herein.

15. Plaintiff and Defendant have legally and beneficially obtained property during their marriage.

16. In the event, Plaintiff and Defendant are unable to agree to an equitable division of this said property, Plaintiff requests this Court to do so.

WHEREFORE, Plaintiff requests this Court to equitably divide the marital property, in the event the parties are unable to come to a mutual agreement of the same.

Respectfully submitted,

  
\_\_\_\_\_  
David R. Thompson, Esquire

### NOTICE OF AVAILABILITY OF COUNSELING

The Divorce Code provides that marriage counseling be available to parties in divorce actions. Under some circumstances the Court may require such counseling.

You should notify your attorney if you wish the Court to Order marriage counseling.

The Domestic Relations Section located in the Clearfield County Courthouse, Clearfield, Pennsylvania, will provide you with a list of qualified counselors, but you are not required to select a counselor from that list.

Fees for counseling are set by the counselor, and payment is the responsibility of the parties involved. The costs of counseling provided by some agencies is based on ability to pay.

For additional information, contact your attorney or the Domestic Relations Section.

Copy to Plaintiff/Copy to Defendant

**VERIFICATION**

I certify that the facts set forth in the foregoing **DIVORCE COMPLAINT** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 1-11-07

  
Roger L. Kephart, SR.

FILED

JAN 15 2001

William A. Shaw  
Prothonotary

*SEE*  
*0/245/ Cth Thompson*

*PD \$100.00*

*3cc Cth Thompson*



Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Dawn M. Kephart  
RD 1 Box 487  
Woodland PA 16811

4a. Article Number

7000 0060 0028 5264 84

4b. Service Type

- ☐ Registered ☒ Certified  
☐ Express Mail ☐ Insured  
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

11/18/01

5. Received By: (Print Name)

Dawn Kephart

6. Signature: (Addressee or Agent)

X Dawn Kephart

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

ROGER L. KEPHART, SR,

Plaintiff

vs.

DAWN M. KEPHART,

Defendant

No. 01-73-CD

TYPE OF CASE:

Civil Action - Law

TYPE OF PLEADING:

Praecepte to Transmit Record

FILED ON BEHALF OF:

Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

David R. Thompson, Esquire  
Supreme Court I.D. No. 73053  
DAVID R. THOMPSON LAW OFFICE  
P.O. Box 587  
Philipsburg PA 16866  
(814) 342-4100

**FILED**

01/24  
FEB 22 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

ROGER L. KEPHART, SR,

Plaintiff

vs.

DAWN M. KEPHART,

Defendant

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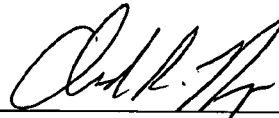
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No. 01-73-CD

**PRAECIPE TO TRANSMIT RECORD**

TO THE PROTHONOTARY:

Kindly transmit the record in the above captioned matter to the Court for consideration of Entry of a Final Decree in Divorce.



David R. Thompson, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

ROGER L. KEPHART, SR,

Plaintiff

vs.

DAWN M. KEPHART,

Defendant

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No. 01-73-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 in divorce without notice.
2. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.
3. I understand that I will not be divorced until a divorce decree is entered by the Court and that a copy of the decree will be sent to me immediately after it is filed with the Prothonotary.

I verify 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: 1-15-02

  
Roger L. Kephart, Sr., Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

ROGER L. KEPHART, SR,

Plaintiff

vs.

DAWN M. KEPHART,

Defendant

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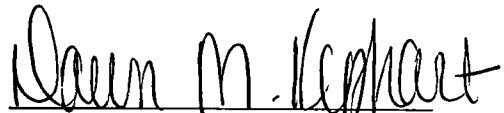
No. 01-73-CD

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

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

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

Date: 2-20-2002

  
Dawn M. Kephart, Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

ROGER L. KEPHART, SR,

Plaintiff

vs.

DAWN M. KEPHART,

Defendant

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No. 01-73-CD

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on January 15, 2001, in the Court of Common Pleas of Clearfield County.

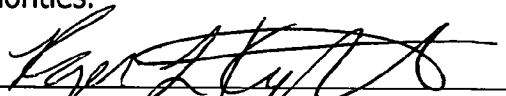
2. The marriage of Plaintiff and Defendant is irretrievably broken. Ninety (90) days have elapsed since the filing of the Complaint.

3. Plaintiff consents to the entry of a Final Decree of Divorce.

4. I understand that if a claim for alimony pendente lite, 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.

The party whose signature appears below verifies that the statements made in this Affidavit are true and correct, and that they are made subject to the penalties of 18 Pa. C.S. 4909 relating to unsworn falsification to authorities.

DATED: 1-15-02

  
Roger L. Kephart, Sr., Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

ROGER L. KEPHART, SR,

Plaintiff

vs.

DAWN M. KEPHART,

Defendant

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No. 01-73-CD

AFFIDAVIT OF CONSENT

1. A Complaint in Divorce under Section 3301(c) of the Divorce Code was filed on January 15, 2001, in the Court of Common Pleas of Clearfield County.

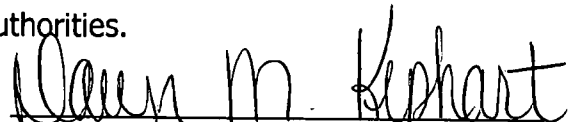
2. The marriage of Plaintiff and Defendant is irretrievably broken. Ninety (90) days have elapsed since the filing of the Complaint.

3. Defendant consents to the entry of a Final Decree of Divorce.

4. I understand that if a claim for alimony pendente lite, 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.

The party whose signature appears below verifies that the statements made in this Affidavit are true and correct, and that they are made subject to the penalties of 18 Pa. C.S. 4909 relating to unsworn falsification to authorities.

DATED: 2-20-02

  
Dawn M. Kephart, Defendant

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HEALTH  
VITAL RECORDS

## RECORD OF

DIVORCE OR ANNULMENT



(CHECK ONE)



COUNTY

Clearfield

STATE FILE NUMBER

STATE FILE DATE

## HUSBAND

1. NAME (First) (Middle) (Last) Roger L. Kephart, Sr.			2. DATE OF BIRTH (Month) (Day) (Year) 7 1 68		
3. RESIDENCE (Street or R.D.) (City, Boro. or Twp.) (County) (State) 607 French Street Osceola Mills, Clearfield Co., PA			4. PLACE OF BIRTH (State or Foreign Country) Pennsylvania		
5. NUMBER OF THIS MARRIAGE 1	6. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		7. USUAL OCCUPATION Laborer		

## WIFE

8. MAIDEN NAME (First) (Middle) (Last) Bee Dawn M. Kephart			9. DATE OF BIRTH (Month) (Day) (Year) 12 4 73		
10. RESIDENCE (Street or R.D.) (City, Boro. or Twp.) (County) (State) RD 1 Box 487 Woodland Clearfield PA			11. PLACE OF BIRTH (State or Foreign Country) Kentucky		
12. NUMBER OF THIS MARRIAGE	13. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		14. USUAL OCCUPATION Waitress / Server		
15. PLACE OF THIS MARRIAGE (County) (State or Foreign Country) Clearfield PA			16. DATE OF THIS MARRIAGE (Month) (Day) (Year) 6 10 94		
17A. NUMBER OF CHILDREN THIS MARRIAGE 1	17B. NUMBER OF DEPENDENT CHILDREN UNDER 18. 1		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 1	HUSBAND <input type="checkbox"/>	WIFE <input checked="" type="checkbox"/>	21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT Irretrievable Breakdown		
22. DATE OF DECREE (Month) (Day) (Year)			23. DATE REPORT SENT TO VITAL RECORDS (Month) (Day) (Year)		

24. SIGNATURE OF TRANSCRIBING CLERK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

ROGER L. KEPHART, SR,

Plaintiff

vs.

DAWN M. KEPHART,

Defendant

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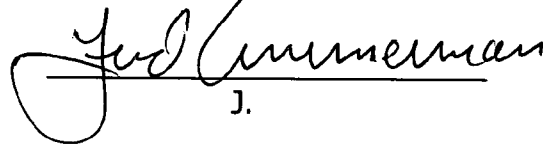
No. 01-73-CD

**DIVORCE DECREE**

AND NOW, to wit: this 25<sup>th</sup> day of February, 2002, it is **ORDERED**,  
**ADJUDGED and DECREED** that **ROGER L. KEPHART, SR.**, Plaintiff, and **DAWN .**  
**KEPHART**, Defendant, are divorced from the bonds of matrimony.

Further, the Marriage Settlement Agreement attached thereto, dated  
January 14, 2002, will appear of record in this case, and is hereby incorporated  
in full as part of this Divorce Decree.

BY THE COURT:

  
J.



**MARRIAGE SETTLEMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this *14* day of *January*, 2002, by and between **ROGER L. KEPHART, SR.**, currently of 607 French Street, Osceola Mills, Pennsylvania, 16666, hereinafter referred to as "**HUSBAND**",

AND

**DAWN M. KEPHART**, currently of RD 1, Box 487, Woodland, Pennsylvania, 16811, hereinafter referred to as "**WIFE**".

**WHEREAS**, diverse unhappy differences, disputes and difficulties have arisen between the parties and it is the intention of **HUSBAND** and **WIFE** to live separate and apart; and

**WHEREAS**, **HUSBAND** filed a Complaint in the Court of Common Pleas, Clearfield County, on January 15, 2001 and docketed to number 01-73-CD and the parties hereto agree that they intend to obtain a mutual consent divorce.

**WHEREAS**, **HUSBAND** has hired **DAVID R. THOMPSON**, Attorney at Law, to represent him in this divorce proceeding who shall undertake to advise **HUSBAND** and explain the legal implications involved with this document. **WIFE** has been advised to hire independent legal counsel, to represent her in this divorce proceeding who shall undertake to advise **WIFE** and explain the legal implications involved with this document.

**WHEREAS**, the parties desire to fully and finally settle their respective financial and property rights and obligations as between each other, and to settle without resort to litigation all other issues; and

**FILED**

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FEB 22 2002

sec  
Any  
Thompson  
William A. Shaw  
Prothonotary

**WHEREAS**, both parties hereby agree to release and discharge any and all claims which either may have against the other.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements herein contained, and intending to be legally bound hereby, the parties 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 she or he may from time to time choose or deem fit. The foregoing provision shall not be taken as an admission on the part of either party of the lawfulness of the causes leading to their living apart.

2. **INTERFERENCE**: Each party shall be free from interference, authority and contact by the other as fully as if she or he 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 other's peaceful existence, separate and apart from the other.

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 the following disputes existing between them, those being 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 that neither one has contracted any debt or debts, charges or liabilities whatsoever except as hereinafter expressly set forth, for which the other party or their property or their estate 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.

A. The parties hereby agree that the joint debts shall be paid as follows:

(1) A loan to Integra Bank against the mobile home, currently titled in both names, in the approximate amount of \$11,000.00 shall be assumed and paid for by **HUSBAND**. **WIFE** shall transfer title unto **HUSBAND** upon refinance of the loan thereon. **HUSBAND** shall have ninety (90) days from the date of this agreement to refinance the loan into his name solely. **HUSBAND** agrees to indemnify, save and hold **WIFE** harmless from any liability for payment of the same. **HUSBAND** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold **WIFE** liable, **HUSBAND** will, at his expense, defend the **WIFE** against any such claim or demand, whether or not well-founded.

(2) A personal loan to M & T Bank, currently held in **HUSBAND's** name only with an approximate balance of \$3,000.00 shall be assumed and paid for by **HUSBAND**. **HUSBAND** agrees to indemnify, save and hold **WIFE** harmless from any liability for payment of the same. **HUSBAND** further covenants and agrees that if any claim, action

or proceeding is hereafter brought seeking to hold **WIFE** liable, **HUSBAND** will, at his expense, defend the **WIFE** against any such claim or demand, whether or not well-founded. It is further agreed that **HUSBAND** shall provide **WIFE** of proof that loans are in his name only.

(3) A personal loan to M & T Bank, currently held in **HUSBAND's** name only with an approximate balance of \$3,000.00 shall be assumed and paid for by **HUSBAND**. **HUSBAND** agrees to indemnify, save and hold **WIFE** harmless from any liability for payment of the same. **HUSBAND** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold **WIFE** liable, **HUSBAND** will, at his expense, defend the **WIFE** against any such claim or demand, whether or not well-founded. It is further agreed that **HUSBAND** shall provide **WIFE** of proof that loans are in his name only.

(4) It is agreed that credit cards held in **WIFE's** name only, shall be assumed by and paid for by **WIFE**, and **WIFE** agrees to indemnify save and hold **HUSBAND** harmless from any liability for payment of the same. **WIFE** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **HUSBAND** liable, **WIFE** will, at her expense, defend the **HUSBAND** against any such claim or demand, whether or not well-founded.

(5) It is agreed that credit cards held in **HUSBAND's** name only, shall be assumed by and paid for by **HUSBAND**, and **HUSBAND** agrees to indemnify save and hold **WIFE** harmless from any liability for payment of the same. **HUSBAND** further

covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold the **WIFE** liable, **HUSBAND** will, at his expense, defend the **WIFE** against any such claim or demand, whether or not well-founded.

B. The parties agree that all joint charge accounts shall be closed.

#### 5. **MARITAL PERSONAL PROPERTY:**

A. Furniture and other personal items have been divided between the parties as of the signing of this agreement, and, each of the parties hereto shall hereafter keep as his or her sole property any personalty in his or her possession, except as to specific items otherwise referred to by the terms of this Agreement.

B. Title to a jointly owned 1987 14 x 70 mobile home shall be transferred to **HUSBAND** upon satisfaction of the lien thereon as per the terms and conditions as set forth in Paragraph 4(A) 2 herein.

C. Title to a 1986 Chevrolet Truck currently titled in both names shall be transferred to **HUSBAND** and **HUSBAND** shall be responsible for any debt, liability and/or obligations incurred on same. Further, **HUSBAND** agrees to indemnify, save and hold **WIFE** harmless from any of the said debts, liabilities and/or obligations of the same. **HUSBAND** further covenants and agrees that if any claim, action or proceeding is hereafter brought seeking to hold **WIFE** liable, **HUSBAND** will, at his expense, defend the **WIFE** against any such claim or demand, whether or not well-founded.

6. **MARITAL REAL PROPERTY:** **HUSBAND** and **WIFE** are the owners of property located in Decatur Township, Clearfield County, Pennsylvania. The parties agree to the following division of said real property:

A. It is agreed between the parties that the real property shall be listed for sale. Net proceeds from said sale shall be placed into a Trust for the benefit of their minor son, **ROGER L. KEPHART, JR.**, until he has attained the age of eighteen (18) years. It is agreed that **HUSBAND AND WIFE** shall act as Co-Trustees over said Trust. The Trust shall be established upon receipt of the net proceeds from said sale.

7. **CHECKING AND SAVINGS ACCOUNTS:** The parties hereto agree that all jointly held checking, savings and other accounts, have been closed and the proceeds divided equally between the parties.

8. **MUTUAL RELEASE:** Subject to the provisions of this Agreement each party has released and discharged, and by this Agreement does for herself or himself and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all cause 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 provision of this Agreement.

9. **ALIMONY, ALIMONY PENDENTE LETE and SPOUSAL SUPPORT:** **HUSBAND** and **WIFE** agree to waive and release any rights they may have against the other for alimony, alimony pendente lete and/or spousal support. Commencing with the

signing of this Agreement, except as expressly provided for herein, it shall hereafter be the sole responsibility of each party to sustain himself or herself without seeking alimony or spousal support from the other party. Further, each party shall be responsible for the payment of his or her own attorney's fees and costs.

**10. CHILD CUSTODY AND CHILD SUPPORT:** The arrangements for custody of **ROGER LYNN KEPHART, JR. (DOB: 7/4/96)** has been agreed upon between the parties.

**HUSBAND** shall pay child support unto **WIFE** in the amount of \$400.00 per month, as per the guidelines of Domestic Relations, during times that he working away from the area and cannot exercise all of his periods of shared physical custody. However, **HUSBAND** shall pay child support unto **WIFE** in the amount of \$265.00 per month during those periods that he is in the area and able to exercise all of his periods of shared physical custody.

Amount of child support is subject to modification as may be petitioned for by either party to Domestic Relations.

**11. PENSIONS AND LIFE INSURANCE:** **HUSBAND** and **WIFE** agree to waive and release any rights they may have against the other on any pension, IRA, 401K, and/or other retirement account, and life insurance accounts they may have. The parties further agree that each shall maintain their respective life insurance policies and may elect to change their named beneficiary.

12. **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. The parties therefore, shall each execute a Request to Incorporate Agreement to its final decree.

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

14. **WAIVERS 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 hereinafter acquire, under the present or future laws of any jurisdiction, to share in the property of 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 the right to act as administrator or executor of the other's estate, and each will, at the request of the other, execute, acknowledge and deliver any and all instruments which may be necessary or advisable to carry into effect this mutual waiver and relinquishment of all such interests, rights and claims.



15. **ADDITIONAL INSTRUMENT:** 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, including Deeds, vehicle titles and sales tax forms and any and all other forms which may be required to effect said transfer of vehicles and/or property.

16. **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. 01-73-CD. The Parties shall execute an Affidavit of Consent and Waiver 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.

17. **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.


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

19. **APPLICABLE LAW:** This Agreement shall be construed under the law of the Commonwealth of Pennsylvania.

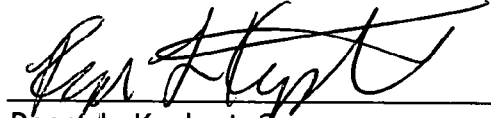
20. **VOID CLAUSES:** If any term, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term,

condition, clause or provision shall be stricken from this Agreement and in all respects this Agreement shall be valid and continue in full force, effect and operation.

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

  
\_\_\_\_\_  
David R. Thompson, Esquire  
Attorney for Plaintiff

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Roger L. Kephart, Sr. (SEAL)

  
\_\_\_\_\_  
Dawn M. Kephart (SEAL)

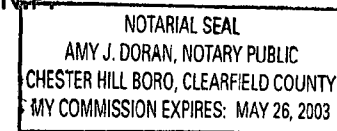
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield :SS:

On this 4 day of January 2002, before me, a Notary Public, the undersigned officer, personally appeared, **ROGER L. KEPHART, SR.**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Amy J. Doran  
N.P.

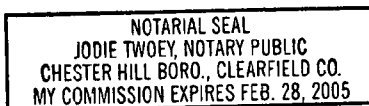


COMMONWEALTH OF PENNSYLVANIA :SS:  
COUNTY OF Clearfield

On this 30 day of February, 2002, before me, a Notary Public, the undersigned officer, personally appeared, **DAWN M. KEPHART**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Jodie Twoey  
N.P.



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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

ROGER L. KEPHART, SR.,

Plaintiff

vs.

DAWN M. KEPHART,

Defendant

No. 01-73-CD

**FILED**

FEB 26 2002

William A. Shaw  
Prothonotary

**CONSENT ORDER**

AND NOW, this 14<sup>th</sup> day of January, 2002, upon agreement reached by the parties in the above captioned matter as indicated by their signatures hereto, it is the ORDER of this Court that custody over the said minor children shall be as follows:

1. **DAWN M. KEPHART**, hereinafter "**MOTHER**" and **ROGER L. KEPHART, SR.**, hereinafter "**FATHER**" shall share joint legal and shared physical custody of the said minor child.

2. **FATHER** shall have periods of shared physical custody/visitation:

a. All times as the parties may agree.

3. Both parents shall cooperate and communicate with each other in a friendly and courteous manner at all times for the best interest of their children and shall notify the other parent of any travel plans involving their said children.

4. Each parent shall, at all times, keep the other parent informed immediately of any serious illness, injury or problem in the life of their children and also of any significant achievements by their children. A copy of the children's report card shall be placed in the

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United States Mail to other parent, or personally furnished to the other parent, within twenty-four (24) hours of the receipt thereof.

5. Each parent shall keep the other informed immediately of any significant illness, injury or problem in his or her life that would affect the custody and visitation set forth herein.

6. Each parent shall keep the other parent informed immediately of any school conference, school events, church events, athletic events, scouting events or other community events in which their children are participating so that the other parent can attend if at all possible. Each parent shall be responsible for providing the transportation necessary for their children to attend their regularly scheduled activities during those times when the children are in that parent's physical custody.

7. Said children shall maintain strong contact and ties of love and affection with grandparents, great-grandparents and other family members in both families and, if at all possible, said children shall be present at all significant family gatherings in both families, including weddings, funerals, family reunions and other major events.

7. Both parents, their spouses and live-in companions and other family members, shall hold out each parent to the children as one whom the children should love, respect and obey and both parents, their spouses and live-in companions and other family members shall do everything possible to prevent this love, affection and obedience from being undermined by anyone.

8. Both parents, their spouses and live-in companions and other family members shall refrain from criticizing the other parent, a spouse of live-in companion or family

member of the other parent in the presence of the children and all of these persons shall do everything possible to prevent any other person from criticizing any of these named persons in the presence of the children.

9. Both parents shall be considered to be custodial parents with respect to all matters concerning education and medical care and both parents shall have the absolute right at all times to have full access to educational records, hospital, doctor, pharmaceutical, dental and other health records of said children.

BY THE COURT:

Judith J. Ammerman  
J.

We the undersigned, hereby acknowledge our consent to the entry of this Order.

Roger L. Kephart, Sr.  
Roger L. Kephart, Sr.  
Dawn M. Kephart  
Dawn M. Kephart

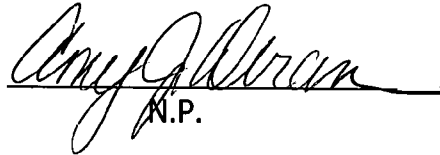
COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF CLEARFIELD

ON THIS, the 14 day of January, 2002, before me, a Notary Public, personally appeared **ROGER L. KEPHART, SR.**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

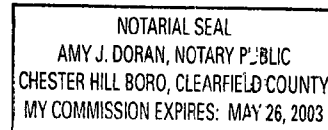
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

  
N.P.

COMMONWEALTH OF PENNSYLVANIA:

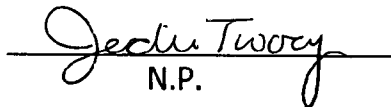
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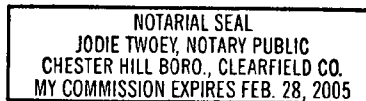
COUNTY OF CLEARFIELD



ON THIS, the 20<sup>th</sup> day of February, 2002, before me, a Notary Public, personally appeared **DAWN M. KEPHART**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

  
N.P.



FILED

019:4981  
FEB 26 2002

Att'y Thompson

William A. Shaw  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

ROGER L. KEPHART, SR,

Plaintiff

VS.

DAWN M. KEPHART,

Defendant

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No. 01-73-CD

**DIVORCE DECREE**

AND NOW, to wit: this 25<sup>th</sup> day of February, 2002, it is **ORDERED**,  
**ADJUDGED and DECREED** that **ROGER L. KEPHART, SR.**, Plaintiff, and **DAWN .**  
**KEPHART**, Defendant, are divorced from the bonds of matrimony.

Further, the Marriage Settlement Agreement attached thereto, dated  
January 14, 2002, will appear of record in this case, and is hereby incorporated  
in full as part of this Divorce Decree.

BY THE COURT:

/s/ Fredric J. Ammerman

J.

**FILED**

m/1/14/02  
FEB 28 2002

*WAS*  
William A. Shaw  
Prothonotary

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

**FEB 26 2002**

Attest:

*William A. Shaw*  
Prothonotary

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

Roger L. Kephart Sr.  
Plaintiff

Vs.

Case No. 2001-00073-CD

Dawn M. Kephart  
Defendant

CERTIFICATE OF ELECTION TO RETAKE PRIOR NAME

Notice is hereby given that a final Decree in divorce from the bonds of matrimony has been granted in the above captioned matter on February 25, 2002 and that Dawn M. Kephart hereby elects to retake and hereafter use his/her prior name of Dawn M. Bee, and gives this written notice avowing his/her intention with the provisions of 54 Pa.C.S.A. Section 704.

s/ Dawn M. Kephart  
Dawn M. Kephart

TO BE KNOWN AS:

s/ Dawn M. Bee  
Dawn M. Bee

Certified from the record  
Monday, March 10, 2003



William A. Shaw, Prothonotary

**FILED**

MAR 10 2003

William A. Shaw  
Prothonotary

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**FILED**

MAR 10 2003

William A. Shaw  
Prothonotary

**FILED**

MAR 10 2003

William A. Shaw  
Prothonotary

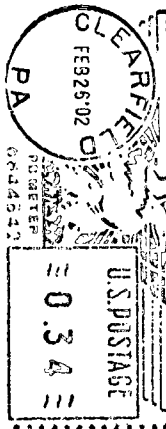
WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830

|||||  
Dawn M. Kephart  
RD 1, Box 487  
Woodland, PA

**RTS**  
RETURN TO SENDER

- ☐ INSUFFICIENT ADDRESS    ☐ OTHER  
☐ ATTEMPTED NOT KNOWN  
☐ NO SUCH NUMBER/STREET  
☒ NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

ROGER L. KEPHART, SR.,

Petitioner/Plaintiff

vs.

DAWN M. KEPHART,

Respondent/Defendant

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No. 01-73-CD

**FILED**

010:23:01  
APR 20 2005

cc  
Any  
Thompson

William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER OF COURT**

YOU, **DAWN M. KEPHART**, have been sued in Court to obtain custody of **ROGER LYNN KEPHART, JR., (DOB: 07/04/1996)**.

You are ordered to appear in person the 16 day of May, 2005 at 9:00 a.m./~~p.m.~~ for a custody conference. Please report to the Court Administrator's Office, Clearfield County Courthouse, Clearfield, Pennsylvania. You will be directed as to where the conference will be held.

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

DATE: April 19, 2005

BY THE COURT:

Paul E. Cheney  
Judge

***AMERICAN WITH DISABILITIES ACT OF 1990***

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
District Court Administrator

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

ROGER L. KEPHART, SR.,

Petitioner/Plaintiff

VS.

DAWN M. KEPHART,

Respondent/Defendant

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No. 01-73-CD

***PETITION TO MODIFY CUSTODY ORDER***

AND NOW, comes the Petitioner/Plaintiff, **ROGER L. KEPHART, SR.**, by and through his attorney, DAVID R. THOMPSON, Esquire and files the following Petition:

1. The Petitioner is **ROGER L. KEPHART, SR.**, who currently resides at 607 French Street, Clearfield County, Osceola Mills, Pennsylvania, 16666.
2. The Respondent is **DAWN M. KEPHART**, who currently resides at Route 970, Centre County, Osceola Mills, Pennsylvania, 16666.
3. The parties are the natural parents of one child, to wit: (**ROGER LYNN KEPHART, JR.** D.O.B. 07/04/1996.)
4. There is a current Custody Order under this caption. (A true and correct copy of said order is attached hereto and made a part hereof as Exhibit "A".)
5. Since January 14, 2002, **FATHER** and **MOTHER** have shared legal and primary physical custody of the minor child as the parties agreed.



6. Since January 14, 2002, **MOTHER** has moved her residence four (4) times, uprooting the minor child each time. By way of further pleading, she has lived in four different residences in Osceola Mills, Pennsylvania.

7. Since on or about October of 2003, **MOTHER** has resided with her current boyfriend. By way of further pleading, there have been two incidences of domestic violence between **MOTHER** and her current boyfriend each occurring within her home. The Pennsylvania State Police were summoned to the home on both occasions. On the second occasion, charges were filed against **MOTHER'S** boyfriend on behalf of the minor child.

8. On or about March 3, 2005 a physical altercation began between **MOTHER** and her boyfriend. By way of further pleading, the minor child was pushed off of the bed by **MOTHER'S** boyfriend, and he preceded to punch **MOTHER** in the eye.

9. Your Petitioner herein filed Petition for Protection from Abuse on behalf of his son and, a hearing was held March 15, 2005. By way of further pleading, the Petition was dismissed by Judge Kistler of the Centre County Court of Common Pleas.

10. It is the desire of the minor child to reside with **FATHER**.

11. **FATHER** maintains his own residence within the child's school district and can provide a more stable living environment for the child.

12. **FATHER** has continued to maintain ties and bonds with the child, consistently taking advantage of his equal periods of physical custody.

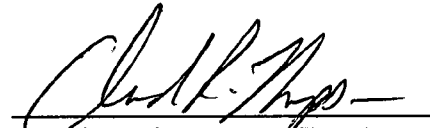
13. It would be in the best interest of the child if **FATHER** were awarded primary physical custody of the child, subject to **MOTHER'S** reasonable periods of partial physical

custody, as he is in a better position to care for him and provide a more stable environment.

**FATHER** and his paramour have another child in the residence, who is the half sister of the minor child. By way of further pleading the minor child and his sister get along exceptionally.

WHEREFORE, Petitioner respectfully requests this Honorable Court to enter an Order awarding him primary physical custody subject to reasonable periods of partial physical custody by the Respondent.

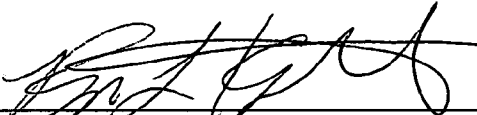
DATE:

  
David R. Thompson, Esquire  
Attorney for Plaintiff/Petitioner

**VERIFICATION**

I certify that the facts set forth in the foregoing **PETITION TO MODIFY CUSTODY ORDER** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 4-13-05

  
\_\_\_\_\_  
Roger L. Kephart, Sr.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

ROGER L. KEPHART, SR.,

Plaintiff

vs.

DAWN M. KEPHART,

Defendant

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No. 01-73-CD

**CONSENT ORDER**

AND NOW, this 14<sup>th</sup> day of January, 2002, upon agreement reached by the parties in the above captioned matter as indicated by their signatures hereto, it is the ORDER of this Court that custody over the said minor children shall be as follows:

1. **DAWN M. KEPHART**, hereinafter "**MOTHER**" and **ROGER L. KEPHART, SR.**, hereinafter "**FATHER**" shall share joint legal and shared physical custody of the said minor child.
2. **FATHER** shall have periods of shared physical custody/visitation:
  - a. All times as the parties may agree.
3. Both parents shall cooperate and communicate with each other in a friendly and courteous manner at all times for the best interest of their children and shall notify the other parent of any travel plans involving their said children.
4. Each parent shall, at all times, keep the other parent informed immediately of any serious illness, injury or problem in the life of their children and also of any significant achievements by their children. A copy of the children's report card shall be placed in the

United States Mail to other parent, or personally furnished to the other parent, within twenty-four (24) hours of the receipt thereof.

5. Each parent shall keep the other informed immediately of any significant illness, injury or problem in his or her life that would affect the custody and visitation set forth herein.

6. Each parent shall keep the other parent informed immediately of any school conference, school events, church events, athletic events, scouting events or other community events in which their children are participating so that the other parent can attend if at all possible. Each parent shall be responsible for providing the transportation necessary for their children to attend their regularly scheduled activities during those times when the children are in that parent's physical custody.

7. Said children shall maintain strong contact and ties of love and affection with grandparents, great-grandparents and other family members in both families and, if at all possible, said children shall be present at all significant family gatherings in both families, including weddings, funerals, family reunions and other major events.

7. Both parents, their spouses and live-in companions and other family members, shall hold out each parent to the children as one whom the children should love, respect and obey and both parents, their spouses and live-in companions and other family members shall do everything possible to prevent this love, affection and obedience from being undermined by anyone.

8. Both parents, their spouses and live-in companions and other family members shall refrain from criticizing the other parent, a spouse of live-in companion or family


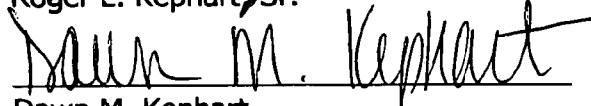
member of the other parent in the presence of the children and all of these persons shall do everything possible to prevent any other person from criticizing any of these named persons in the presence of the children.

9. Both parents shall be considered to be custodial parents with respect to all matters concerning education and medical care and both parents shall have the absolute right at all times to have full access to educations records, hospital, doctor, pharmaceutical, dental and other health records of said children.

BY THE COURT:  
/s/ Fredric J. Ammerman

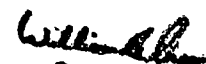
J.

We the undersigned, hereby acknowledge our consent to the entry of this Order.

  
Roger L. Kephart, Sr.  
  
Dawn M. Kephart

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

FEB 26 2002

Attest:   
Notary Public

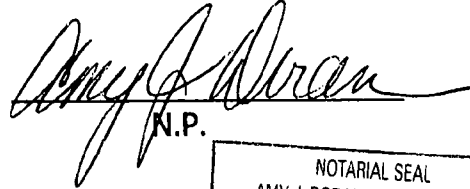
COMMONWEALTH OF PENNSYLVANIA:

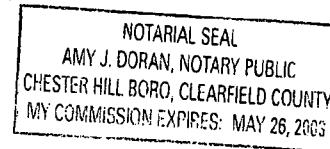
SS:

COUNTY OF CLEARFIELD

ON THIS, the 14 day of January, 2002, before me, a Notary Public, personally appeared **ROGER L. KEPHART, SR.** known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

  
N.P.



COMMONWEALTH OF PENNSYLVANIA:

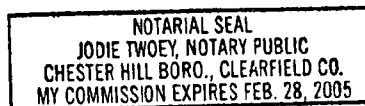
SS:

COUNTY OF CLEARFIELD

ON THIS, the 20 day of February, 2002, before me, a Notary Public, personally appeared **DAWN M. KEPHART**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

  
N.P.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

## CIVIL DIVISION - LAW

ROGER L. KEPHART, SR.,

Plaintiff

**V.**

DAWN M. KEPHART,

Defendant

01-73-CD

TYPE OF CASE:  
Civil

**TYPE OF PLEADING:**  
Certificate of Service

FILED ON BEHALF OF:  
Plaintiff

**COUNSEL OF RECORD FOR  
THIS PARTY:**  
David R. Thompson, Esquire  
Attorney at Law  
Supreme Court 73053  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg PA 16866  
(814) 342-4100

**FILED**

APR 27 2005

0131006  
William A. Shaw

Prothonotary/Clerk of Courts

1 CENT TO HYPER



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

ROGER L. KEPHART, SR.,

Plaintiff

DAWN M. KEPHART,

Defendant

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01-73-CD

**CERTIFICATE OF SERVICE**

TO THE PROTHONOTARY:

I, DAVID R. THOMPSON, ESQUIRE, do hereby certify that I served a true and correct copy of the **PETITION TO MODIFY CUSTODY ORDER**, in the above captioned matter on the following by depositing the same in the U.S. First Class Mail, Certified, Return-Receipt Requested, postage prepaid, addressed as follows:

Dawn M. Kephart  
Dales Hill Road  
Osceola Mills, PA 16666

DATE: April 21, 2005

BY: 

David R. Thompson, Esquire

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

CIVIL ACTION - LAW

ROGER L. KEPHART, SR.,

Plaintiff

vs.

DAWN M. KEPHART,

Defendant

\*

\*

No. 01-73-CD

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TYPE OF CASE:

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Civil Action - Law

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TYPE OF PLEADING:

\*

Affidavit of Service

\*

\*

FILED ON BEHALF OF:

\*

Plaintiff

\*

\*

\*

\*

COUNSEL OF RECORD FOR THIS  
PARTY:

\*

\*

David R. Thompson, Esquire

\*

P.O. Box 587

\*

Philipsburg, PA 16866

\*

(814) 342-4100

\*

I.D. No. 73053

**FILED** (64)

0 11:31 GK

MAY 06 2005

*ILL TO ATTY THOMPSON*

William A. Shaw  
Prothonotary

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

CIVIL ACTION - LAW

ROGER L. KEPHART, SR.,

Plaintiff

vs.

DAWN M. KEPHART,

Defendant

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No. 01-73-CD

TYPE OF PLEADING:

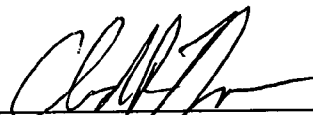
Affidavit of Service

AFFIDAVIT OF SERVICE

I, DAVID R. THOMPSON, Esquire, hereby certify that I have caused to be served a certified copy of the **PETITION TO MODIFY CUSTODY ORDER**, in the above captioned matter. I served the same by depositing in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

Dawn M. Kephart  
1682 State Street  
Osceola Mills, PA 16666

DATED: April 29, 2005

  
\_\_\_\_\_  
David R. Thompson, Esquire  
Attorney for Plaintiff

Postage & Fees  
Business Reply Mail

**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:

Dawn M. Kephart  
1682 State Street  
Osceola Mills, PA 16666

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*Dawn Kephart*  
B. Received by (Printed Name) *Dawn Kephart*  
C. Date of Delivery *4-29-05*

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

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  
(Transfer from service label) 7003 1010 0002 3616 5597

PS Form 3811, August 2001 Domestic Return Receipt 1111 1111 1111 102595-02-M-1540

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

ROGER L. KEPHART, SR.,  
Plaintiff

vs.

DAWN M. KEPHART,  
Defendant

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No. 01-73-CD

FILED

MAY 18 2005  
9/4-01  
William A. Shaw  
Prothonotary/Clerk of Courts  
SEE back

**ORDER FOR MEDIATION CONFERENCE and PAYMENT OF COSTS**

NOW, this 18<sup>th</sup> day of May, 2005, it is ORDERED that a Custody Mediation Conference be held before Allen H. Ryen, Ph.D., Licensed Child Psychologist.

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

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

Each party (or counsel for the parties) shall deposit One Hundred Seventy Five (\$175.00) Dollars (**money orders only**) made payable to the Clearfield County Treasurer and mailed to D. Peters, Judge's Chambers, 230 East Market Street, Clearfield, Pennsylvania 16830 within Twenty-Five (25) days of the date of this Order to proceed with the

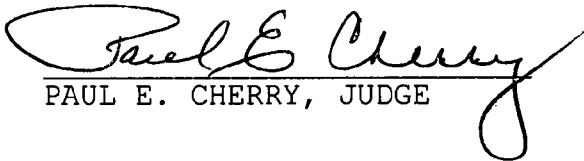
Mediation Conference "OR" submit a Custody Consent Order to the Court within Twenty-Five (25) days of the date of this Order foregoing the Mediation Conference.

This Court shall issue a further ORDER scheduling the Mediation Conference when the required deposit has been received from all parties participating in this action.

If a Custody Consent Order is received by the Court after the Twenty-Fifth day following this Order and no later than \*\*\*SEVEN (7)\*\*\* days before scheduled Mediation Conference, then each party or counsel for the parties shall include Twenty (\$20.00) Dollars (money order only) in order to defray administrative/processing expense. In this event the amount of One Hundred Seventy Five (\$175.00) Dollars previously deposited by each party shall be returned.

FAILURE OF A PARTY TO DEPOSIT THE REQUIRED FEE OF 'ONE HUNDRED SEVENTY FIVE (\$175.00) DOLLARS' SHALL RESULT IN THE OFFENDING PARTY BEING SUBJECT TO CONTEMPT PROCEEDINGS BEFORE THE COURT.

By the Court,

  
PAUL E. CHERRY, JUDGE

Attorney for the Plaintiff: David R. Thompson, Esquire  
Attorney for the Defendants: Robin J. Foor, Esquire

2 Certified Copies & Questionnaire to David R. Thompson, Esquire, Attorney for Plaintiff  
2 Certified Copies & Questionnaire to Robin J. Foor, Esquire, Attorney for Defendant  
1 Copy to Judge Cherry  
1 Copy to Dr. Allen H. Ryen, Ph.D.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

ROGER L. KEPHART, SR.,

Plaintiff

vs.

DAWN M. KEPHART,

Defendant

No. 01-73-CD

TYPE OF CASE:  
Civil Division - Law

TYPE OF PLEADING:  
Certificate of Service

FILED ON BEHALF OF:  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:  
David R. Thompson, Esquire  
Attorney at Law  
Supreme Court 73053  
P.O. Box 587  
308 Walton Street, Suite 4  
Phillipsburg PA 16866  
(814) 342-4100

*&* **FILED** <sup>100</sup>  
*phd:48/SD* *Att Thompson*  
**MAY 25 2005**

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

ROGER L. KEPHART, SR.,

Plaintiff

vs.

DAWN M. KEPHART,

Defendant

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No. 01-73-CD

**CERTIFICATE OF SERVICE**

TO THE PROTHONOTARY:

I, **DAVID R. THOMPSON, ESQUIRE**, do hereby certify that I served a true and correct copy of the **Order for Mediation Conference and Payment of Costs and Child Custody Questionnaire** in the above captioned matter by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

Robin Jean Foor, Esquire  
MIDPENN LEGAL SERVICES  
211 ½ East Locust Street  
Clearfield, PA 16830

DATE: May 20, 2005

BY:

  
David R. Thompson, Esquire

CA

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

Roger L. Kephart, Sr.,  
Plaintiff

vs.

Dawn M. Kephart,  
Defendant

\*  
\*  
\* NO.: 01-73-CD  
\*  
\* Type of Case: Custody  
\*  
\* Type of Pleading: Petition to  
\* Proceed In Forma Pauperis  
\*  
\* Filed on Behalf of: Dawn M. Bee  
\* fka Kephart  
\* Counsel of Record for this Party:  
\* Robin Jean Foor, Esquire  
\*  
\* Supreme Court No.: 41520  
\*  
\* MidPenn Legal Services  
\* 211 1/2 East Locust Street  
\* Clearfield, PA 16830  
\* (814)765-9646

FILED <sup>100</sup>  
O/D: 03/01/05 Amy Foor  
JUN 06 2005 @

William A. Shaw  
Prothonotary/Clerk of Courts

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

Roger L. Kephart, Sr.,	: No.01-73-CD
Plaintiff	:
	:
v.	:
	:
Dawn M. Kephart,	:
Defendant	:

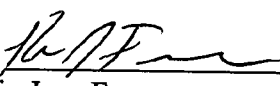
PRAECIPE TO PROCEED IN FORMA PAUPERIS

TO THE PROTHONOTARY:

Kindly allow defendant, Dawn M. Bee f.k.a. Kephart, to proceed in forma pauperis and waive the mediation fees.

I, Robin Jean Foor, attorney for the party proceeding in forma pauperis, certify that I believe the party is unable to pay the costs and that I am providing free legal service to the party. The party's affidavit showing inability to pay the costs of litigation is attached hereto.

MIDPENN LEGAL SERVICES,

By:   
Robin Jean Foor  
Attorney for Dawn M. Bee f.k.a. Kephart  
211 ½ East Locust Street  
Clearfield, PA 16830  
(814) 765-9646

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

Roger L. Kephart, Sr., : NO.01-73-CD  
Plaintiff :  
v. :  
Dawn M. Kephart, :  
Defendant :

PETITION TO PROCEED IN FORMA PAUPERIS

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The Petition of Dawn M. Bee f.k.a. Kephart respectfully represents:

1. I am the defendant in the above matter and because of my financial condition am unable to pay the fees and costs of prosecuting or defending the action or proceeding.
2. I am unable to obtain funds from anyone, including my family and associates, to pay the costs of litigation.
3. I represent that the information below relating to my ability to pay the fees and costs is true and correct:

(a) Name: Dawn M. Bee f.k.a. Kephart

Address: 1682 State Street, Osceola Mills

Soc. Sec. No.: 195-54-0576

(b) Employment--If you are presently employed, state

Employer: Tracey's Tanning

Address: Walton Street, Philipsburg

Salary or wages per month: \$782.60

Type of work:

--If you are presently unemployed, state

Date of last employment:

Salary or wages per month:

Type of work:

(c) Other income within the past twelve months

Business or profession: None

Other self-employment: None

Interest: None

Dividends: None

Pension and annuities: None

Social security benefits: None

Support payments: \$355- (I have not received since 3-15-05)

Disability payments: None

Unemployment compensation and supplemental benefits: None

Workman's compensation: None

Public assistance: None

Other:

(d) Other contributions to household support(please circle)

Name of Spouse, Boyfriend/girlfriend, or Roommate/housemate:

If employed, state

Employer:

Salary or wages per month:

Type of work:

Contributions from children: None

Contributions from parents, family members or  
any other individuals: None

(e) Property owned

Cash: None

Checking account: \$50

Savings account: None

Certificates of deposit: None

Real estate (including home): None

Motor vehicle: Model, Make/Year: 1996 Nissan Altima

Cost: \$2500; Amount owed: \$0

Stocks; bonds: None

Other: None

(f) Debts and obligations

Utilities: \$60- Electric  
\$45-telephone  
\$40-cable  
\$16-garbage

Groceries \$ 200

Rent/Mortgage \$400

Loans:

Auto expense: \$50-car insurance

Child care:

Miscellaneous:

(g) Persons dependent upon you for support

Spouse's Name: N/A

Children, if any (names/ages): RJ, 8 years old


Other persons: Name: None

Relationship: N/A

4. I understand that I have a continuing obligation to inform the court of improvement in my financial circumstances which would permit me to pay the costs incurred herein.

5. 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: 5-27-05

  
Dawn M. Bee f.k.a. Kephart

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

Roger L. Kephart, Sr.,  
Plaintiff

: No. 01-73-CD  
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v.

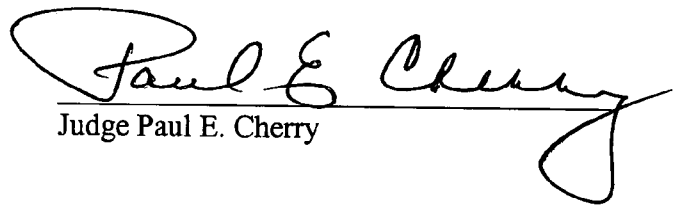
Dawn M. Kephart,  
Defendant

ORDER

AND NOW, this 6<sup>th</sup> day of June, 2005, upon consideration  
of the foregoing Affidavit in support of Petition to Proceed In Forma Pauperis, it is the ORDER  
of this Court that said Petition is GRANTED/ DENIED.

If the Petition is GRANTED, Filing/Mediation Conference fee is hereby WAIVED.

By the Court

  
Judge Paul E. Cherry

FILED <sup>icc</sup>  
014:00301 Amy For  
JUN 06 2005 60  
William A. Shaw  
Prothonotary/Clerk of Courts



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

FILED  
01:58 PM  
JUN 08 2005  
Copies-  
see reverse

ROGER L. KEPHART, SR.,  
Plaintiff

vs.

DAWN M. KEPHART,  
Defendant

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No. 01-73-CD

William A. Shaw  
Prothonotary/Clerk of Courts

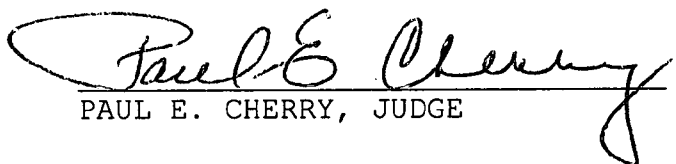
**ORDER**

NOW, this 7<sup>th</sup> day of June, 2005, it is ORDERED that the **Custody Mediation Conference** be held before Allen H. Ryen, Ph.D., Licensed Child Psychologist, on **June 29, 2005, at 9:00 o'clock a.m. at the Clearfield County Courthouse.**

Please report to the central lobby area on the second floor of the Courthouse. You will be instructed as to the location of the Custody Mediation Conference at that time. Both parents, their respective counsel and the child(ren) shall attend said conference. The present custodial parent shall provide someone to attend to the child(ren) while the parent is in private conference.

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

BY THE COURT,

  
PAUL E. CHERRY, JUDGE

Attorney for Plaintiff: David R. Thompson, Esquire  
Attorney for Defendant: Robin Foor, Esquire

2 Certified Copies to David R. Thompson, Esquire, Attorney for Plaintiff  
2 Certified Copies to Robin Foor, Esquire, Attorney for Defendant  
1 Copy to Judge Cherry  
1 Copy to Dr. Allen H. Ryen, Ph.D.  
1 Copy to Marcy Kelley, Deputy Court Administrator

**FILED**

**JUN 08 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

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

FILED 400  
01/11/2011 Dr. Ryan  
JUN 29 2005 to distribute  
William A. Shaw  
Prothonotary/Clerk of Courts

ROGER L. KEPHART, SR.

V.

NO. 01-73-CD

DAWN M. KEPHART

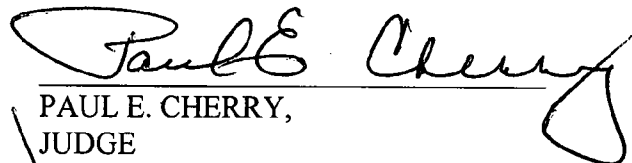
ORDER


AND NOW, this 29<sup>th</sup> day of June, 2005, following custody mediation, the parties agree to the entry of the following additional provisions of this Court's previous Order dated January 14, 2002:


1. The parties shall use a notebook to communicate back and forth concerning issues with the minor child. The parties will keep one another apprised of matters pertaining to the child's health and welfare, schedule and any other pertinent news.
2. Neither party shall nor shall they allow third parties to abuse alcoholic beverages during their periods of custody.
3. Both parties shall be entitled to periods of custody to take vacations with thirty days notice to the other party. This provision does not effect vacations already planned within the next thirty days.

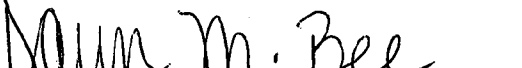
This matter shall be scheduled for Custody Trial before this Honorable Court as soon as possible. One day shall be set aside for purpose of Custody Trial.

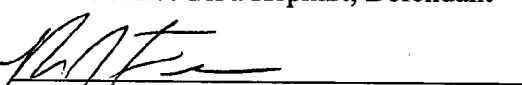
BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

  
Roger L. Kephart, Sr., Plaintiff

  
David R. Thompson, Esquire  
Attorney for Plaintiff

  
Dawn M. Bee f/k/a Kephart, Defendant

  
Robin Foor, Esquire  
Attorney for Defendant

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

ROGER L. KEPHART, SR.

vs.

DAWN M. KEPHART

:  
:  
: No. 01-73-CD  
:  
:

**ORDER**

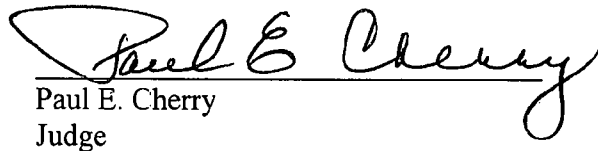
AND NOW, this 13<sup>th</sup> day of July, 2005, it is the ORDER of the Court that Custody Trial in the above-captioned matter has been scheduled for **Thursday, September 15, 2005 at 9:00 A.M.** in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA. One (1) day has been allotted for this matter.

BY THE COURT:

FILED  
JUL 14 2005

William A. Shaw  
Prothonotary/Clerk of Courts

1cc  
DAYS: Four  
Thompson  
CP

  
Paul E. Cherry  
Judge

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ROGER L. KEPHART, SR. :

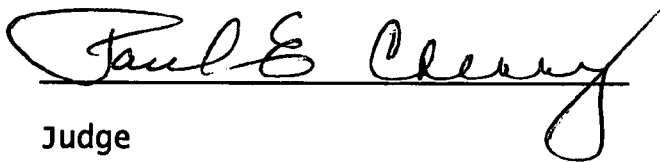
-VS- : No. 01-73-CD

DAWN M. KEPHART :

O R D E R

NOW, this 15th day of September, 2005, following the taking of testimony, it is the ORDER of this Court that counsel for both parties supply the Court with proposed Order within no more than fifteen (15) days from today's date.

BY THE COURT,

  
Judge

FILED 2 CC Atty's:  
010:08/01 Thompson  
SEP 16 2005 For  
William A. Shaw ©  
Prothonotary/Clerk of Courts

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

ROGER L. KEPHART : NO. 01-73-CD  
:   
V. :   
:   
DAWN M. BEE formerly known as :   
DAWN M. KEPHART :

**FILED**  
014:0060  
NOV 21 2005

William A. Shaw (CK)  
Prothonotary/Clerk of Courts  
2 CC Atty Thompson  
1 CC Atty For

**ORDER**

AND NOW, this 18<sup>th</sup> day of November, '2005, following custody hearing with regard to this matter, it is hereby the ORDER of this Court as follows:

1. Plaintiff, Roger L. Kephart (hereinafter "Father") and Dawn M. Bee, formerly known as Dawn M. Kephart, Defendant, (hereinafter "Mother") shall share legal custody of the parties' minor child, namely, Roger Lynn Kephart, (d.o.b. 7-4-96). Legal custody is defined as the legal right to make major decisions affecting the best interests of the minor child, including, but not limited to medical, religious and educational decisions and wherein each parent shall have equal access to any and all medical, dental, ocular, mental health, school and legal records. Medical, dental, ocular and mental health providers and school administrators shall accept a copy of this Order as authorization to release to either parent any documentation and/or records as may be requested. In addition, it is understood by both parents that they shall communicate fully with the other in an effort to ensure that all directives pertaining to the minor child from physicians, dentists and teachers are followed absolutely and all information pertaining to any prescriptions the child is on is exchanged between the parties.

2. Father and Mother shall share physical custody of the minor child as follows:

- a. During the school year, Father shall have physical custody from Sunday at 8:00 P.M. and ending Friday at 3:00 P.M.;
- b. Mother shall have periods of partial custody each and every night during the school week, Monday through Thursday, from 5:30 P.M. until 8:00 P.M.;
- c. Mother shall have partial custody of the minor child every other weekend from Friday at 3:00 P.M. until Sunday at 8:00 P.M. The child shall have periods of visitation on Saturday and Sunday with the non-custodial parent during the custodial parent's weekend periods of physical custody for a period not to exceed two hours, unless the custodial parent has plans to leave the area for his or her weekend.
- d. During the summer vacation from school, Mother and Father shall alternate physical custody of the minor child each week beginning on Friday at 6:00 P.M. until the following Friday at 6:00 P.M. The minor child shall have periods of visitation each day with the non-custodial parent during the custodial parent's week long period of physical custody for no more than three hours per day unless the custodial parent has plans to leave the area during the week long period of physical custody.

e. The parties shall share custody on the holidays at such times as the parties may mutually agree.

f. Holiday and summertime periods of custody shall take precedence over the other periods of custody as set forth herein.

3. Each party at all times shall inform the other party of his or her current address and telephone number.

4. Both parents shall keep in mind the schedules of the minor child pertaining to his school and extracurricular activities which he may be involved in during the times the child is in their custody. Further, neither party shall discourage the minor child from participating in his activities. Neither party shall allow any third parties to discourage the child from participating in his activities.

5. Unless otherwise agreed upon by the parties, the parties shall share transportation in that the party who is to obtain custody of the child shall provide transportation. This may be the parent or that parent's adult designee(s), with the designee(s) being required to have an established relationship with the child.

6. Both Mother and Father shall communicate with each other with regard to the well being and best interest of their child and shall not communicate through the child.

7. Each party shall keep the other informed of the progress of the child's education and social activities.

8. Neither party shall malign or speak in a derogatory fashion about the other party in the presence of the child nor will he or she permit anyone else to do so. Each



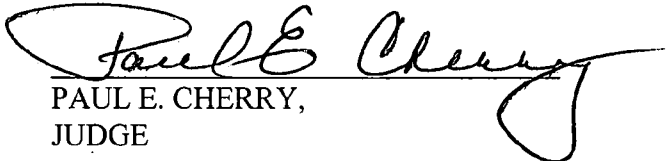
parent will exercise his or her best efforts to promote a healthy relationship between the child and the other parent and the other parent's family. The parties are directed to conduct themselves in a reasonable and appropriate manner at all times during their interactions with each other and their family members concerning custody of the child and issues relating to the child's care and nurturance.

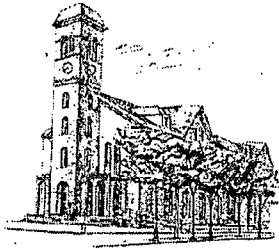
9. Neither parent shall restrict telephone contact between the child and the parent not in possession of the child. The parent who is not in possession of the child may have reasonable telephone contact with the child, which means up to three (3) telephone calls per week providing the same is done by and no later than 8:00 P.M.

10. During either parties' possession of the minor child, if the child has a serious illness or injury which requires medical attention, that party shall immediately notify the other parent.

11. This Order supersedes previous Orders in this matter.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

\_\_\_\_\_ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

X Plaintiff(s)/Attorney(s)

X Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:

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

COPY

JONATHAN C. ZIMMERMAN

V.

BILLY JO ZIMMERMAN

:  
:  
:  
:  
:

NO. 03-257-CD

**ORDER**

AND NOW, this 12<sup>th</sup> day of July, 2005, following testimony and the timely submission of Proposed Custody Orders concerning custody of the minor children, Shauna Zimmerman, (d.o.b. 4-16-02) and Stephen Zimmerman, (d.ob. 12-28-95) and upon consideration of the same, it is the ORDER of this Court as follows:

1. Plaintiff, Jonathan C. Zimmerman, (hereinafter "Father") and Defendant, Billy Jo Zimmerman (hereinafter "Mother") shall share legal custody of the parties' minor children, namely, Shauna Zimmerman and Stephen Zimmerman. Legal custody is defined as the legal right to make major decisions affecting the best interests of the minor children, including, but not limited to medical, religious and educational decisions and wherein each parent shall have equal access to any and all medical, dental, ocular, mental health, school and legal records. Medical, dental, ocular and mental health providers and school administrators shall accept a copy of this Order as authorization to release to either parent any documentation and/or records as may be requested. In addition, it is understood by both parents that they shall communicate fully with the other in an effort to ensure that all directives pertaining to the minor children from physicians, dentists and

teachers are followed absolutely and all information pertaining to any prescriptions the children are on is exchanged between the parties.

2. Mother shall have primary physical custody of the parties' children subject to Father's periods of partial custody.

3. Father shall have the following periods of partial custody of the minor children:

a. Every other weekend beginning at 4:00 P.M. on Friday until 8:00 P.M. on Sunday.

b. During each summer Father shall have custody of the minor children one week during the month of June, two weeks during the month of July and one week during the month of August, with said periods of weekly visitation to be separated by at least one week.

The periods of partial custody during each summer month shall be as the parties may agree. Father shall provide Mother with notice of which weeks in the summer he desires to exercise his periods of partial custody by no later than May 15<sup>th</sup> of each year. If the parties cannot agree, Father shall have partial custody of the minor children in the month of June from noon on the second Saturday of the month until noon on the third Saturday of the month. In the month of July, Father shall have partial custody of the minor children from noon on the first Saturday of the month until noon on the second Saturday of the month and noon on the third Saturday of the month until noon on the fourth Saturday of the

month and in the month of August, Father shall have partial custody of the minor children from noon on the second Saturday of the month until noon on the third Saturday of the month.

d. The parties shall share custody on the following holidays:

a. Easter - In odd numbered years, Father shall have partial custody from the Friday before Easter at 4:00 P.M. until 2:00 P.M. on Easter Sunday. Mother shall have custody from 2:00 P.M. until 8:00 P.M. on Easter Sunday. In even numbered years, Father shall have custody from the Friday before Easter at 4:00 P.M. until 2:00 P.M. on Easter Sunday. Father shall have partial custody from 2:00 P.M. until 8:00 P.M. on Easter Sunday.

b. Thanksgiving - In odd numbered years, Mother shall have custody from 4:00 P.M. the day before Thanksgiving until 2:00 P.M. on Thanksgiving Day. Father shall have partial custody from 2:00 P.M. on Thanksgiving Day until 8:00 P.M. the Sunday following Thanksgiving. In even numbered years, Father shall have partial custody from 4:00 P.M. the day before Thanksgiving Day until 2:00 P.M. on Thanksgiving Day. Mother shall have custody from 2:00 P.M. on Thanksgiving Day until 8:00 P.M. the Sunday following Thanksgiving.

c. Christmas - In odd numbered years, Father shall have

custody from 4:00 P.M. the day before Christmas until 2:00 P.M. on Christmas Day. Mother shall have custody from 2:00 P.M. on Christmas Day until 6:00 P.M. on December 28<sup>th</sup>. Father shall then have custody from 6:00 P.M. on December 28<sup>th</sup> until 4:00 P.M. on December 31<sup>st</sup>. In even number years, Mother shall have custody from 4:00 P.M. the day before Christmas until 2:00 P.M. on Christmas Day. Father shall have custody from 2:00 P.M. on Christmas Day until 6:00 P.M. on December 28<sup>th</sup>. Mother shall then have custody from 6:00 P.M. on December 28<sup>th</sup> until 4:00 on December 31<sup>st</sup>.

- d. The parties shall alternate the minor holidays of New Years Day, Memorial Day, Independence Day (Fourth of July) and Labor Day. The schedule shall start with Mother to have Labor Day, 2005. The party entitled to possession shall have the children from 9:00 A.M. until 8:00 P.M. In the event that a parent is entitled to possession of the children on a holiday which falls on a Monday and that parent is also entitled to the immediately preceding weekend, that parent shall then be able to maintain the children over Sunday evening.
- e. Mother shall always have custody of the parties' children for the weekend that includes Mother's Day.

f. Father shall always have custody of the parties' children for the weekend that includes Father's Day.

g. Holiday and Mother's/Father's Day and summertime periods of custody shall take precedence over the other periods of custody as set forth herein.

4. Each party at all times shall inform the other party of his or her current address and telephone number.

5. Both parents shall keep in mind the schedule of the minor children pertaining to their school and extracurricular activities which they may be involved in during the times the children is in their custody. Further, neither party shall discourage the minor children from participating in their activities. Neither party shall allow any third parties to discourage the children from participating in his activities.

6. Should either party elect to take the children out of the Commonwealth of Pennsylvania, they shall give the other party no less than twenty four hours advance notice of the same along with the telephone number of where the children can be reached.

7. Unless otherwise agreed upon by the parties, the parties shall share transportation with the parties meeting at Uni-Mart off Route 36 outside the Borough of Punxsutawney at the designated times as set forth above. In the event that Father is proceeding to work, he shall return the children to Mother at the Uni-Mart in Curwensville, Pennsylvania and provide appropriate notice thereof to Mother.

8. Both Mother and Father shall communicate with each other with regard to the well being and best interest of their children and shall not communicate through the children.

9. Each party shall keep the other informed of the progress of the children's

education and social activities.

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

11. Neither parent shall restrict telephone contact between the children and the parent not in possession of the children. The parent who is not in possession of the children may have reasonable telephone contact with the children, which means up to three (3) telephone calls per week providing the same is done by and no later than 8:00 P.M.

12. During either parties' possession of the minor children if either of the children has a serious illness or injury which requires medical attention, that party shall immediately notify the other parent.

13. Both parties are hereby given express permission by the Court to tape record any telephone discussions that they may have with each other or tape record and/or video tape any discussions which may take place during any time the children are exchanged to facilitate the custodial purposes. The tape recording may be by either a visible or a concealed tape recorder. In the event that either party shall file a petition with the Court requesting that the other party be held in contempt for inappropriate statements during telephone calls or during periods when the children are exchanged, the Court will not consider the same without a tape recording or video taping of the situation.



14. The parties are directed to attend appropriate family counseling sessions with or without the children as their counselor shall direct with said counseling sessions to begin immediately in order to address their parenting and communication skills so that they are better able to deal with one another and with the children. Said counseling sessions shall continue until such time as the counselor is satisfied that there is no longer a need for any further sessions. The parties shall equally share the cost of all counseling sessions.

15. This Order supercedes previous Orders in this case.

BY THE COURT,

---

PAUL E. CHERRY,  
JUDGE

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

Roger L. Kephart, Sr.,  
Plaintiff

vs.

Dawn M. Kephart,  
Defendant

\*  
\*  
\* NO.: 01-73-CD  
\*  
\* Type of Case: Custody  
\*  
\* Type of Pleading: Petition to  
\* Modify  
\*  
\* Filed on Behalf of: Dawn M. Bee  
\* fka Kephart  
\* Counsel of Record for this Party:  
\* Robin Jean Foor, Esquire  
\*  
\* Supreme Court No.: 41520  
\*  
\* MidPenn Legal Services  
\* 211 1/2 East Locust Street  
\* Clearfield, PA 16830  
\* (814)765-9646

FILED

DEC 20 2005

0/12:00/100 (GR)  
William A. Shaw

Prothonotary/Clerk of Courts

3 CENT TO ATT

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

Roger L. Kephart, Sr.,  
Plaintiff

v.

Dawn M. Bee f.k.a. Kephart,  
Defendant

: No. 01-73-CD  
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FILED 3cc  
01/4/00301 Amy  
DEC 22 2005 For  
William A. Shaw  
Prothonotary/Clerk of Courts

ORDER OF COURT

You, Roger L. Kephart, respondent have been sued in court to modify custody, partial custody or visitation of the child: Roger Lynn Kephart (DOB 07-04-96).

You are ordered to appear in person in Courtroom # 2, Clearfield County Courthouse, Clearfield, PA, on the 3rd day of February, 2006 at 1:30 P.M. for a Custody Hearing. One-half (1/2) day has bee allotted for the hearing.

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814)765-2641 Ext. 88-89

BY THE COURT:

Date: December 21, 2005

Paul E Cherry

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

Roger L. Kephart, Sr.,  
Plaintiff

vs.

Dawn M. Bee fka Kephart,  
Defendant

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: No. 01-73-CD  
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PETITION TO MODIFY

Petitioner, Dawn M. Bee, by and through her attorneys, Robin Jean Foor, Esquire and MidPenn Legal Services requests the court to modify the November 18, 2005 order and alleges as follows:

1. The parties are the parents of Roger Lynn Kephart (DOB 07-04-96).
2. The Court entered an order on November 18, 2005 following a custody hearing.
3. The order changed where RJ is on school nights and where he gets up and prepares for school.
4. This change has been very disruptive for RJ.
5. RJ has indicated that he is very upset by this change in his basic schedule.
6. Petitioner believes and therefore alleges that the new schedule is not conducive to RJ doing his school work.
7. Petitioner believes and therefore alleges that respondent leaves for work before RJ gets up in the morning.
8. Petitioner is available in the mornings to be with RJ while he gets ready for school until he would leave for school.
9. RJ is active in sports and his schedule is such that the time set aside for petitioner is often the same times as his practice times.

10. Petitioner works until 5:00 p.m.

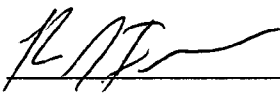
11. Respondent is available earlier in the afternoons.

12. The schedule the parties followed prior to the hearing maximized the time each party could spend with RJ.

13. Petitioner believes and therefore alleges that it is in RJ's best interests to maintain the basic schedule with which he is familiar.

14. Petitioner believes and therefore alleges that it would be helpful to have the holiday times specified as the parties are not always able to agree.

WHEREFORE, the petitioner requests the Court to reconsider its order of November 18, 2005 and to modify it so that RJ sleeps at petitioner's house on school nights and to specify the times each parent has custody on holidays.



---

Robin Jean Foor  
PA ID # 41520  
MidPenn Legal Services Inc.  
211 East Locust Street  
Clearfield, PA 16803  
(814)765-9646

# EXHIBIT A

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

ROGER L. KEPHART	:	NO. 01-73-CD
	:	
V.	:	
	:	
DAWN M. BEE formerly known as	:	
DAWN M. KEPHART	:	

**ORDER**

AND NOW, this 18<sup>th</sup> day of November, 2005, following custody hearing with regard to this matter, it is hereby the ORDER of this Court as follows:

1. Plaintiff, Roger L. Kephart (hereinafter "Father") and Dawn M. Bee, formerly known as Dawn M. Kephart, Defendant, (hereinafter "Mother") shall share legal custody of the parties' minor child, namely, Roger Lynn Kephart, (d.o.b. 7-4-96). Legal custody is defined as the legal right to make major decisions affecting the best interests of the minor child, including, but not limited to medical, religious and educational decisions and wherein each parent shall have equal access to any and all medical, dental, ocular, mental health, school and legal records. Medical, dental, ocular and mental health providers and school administrators shall accept a copy of this Order as authorization to release to either parent any documentation and/or records as may be requested. In addition, it is understood by both parents that they shall communicate fully with the other in an effort to ensure that all directives pertaining to the minor child from physicians, dentists and teachers are followed absolutely and all information pertaining to any prescriptions the child is on is exchanged between the parties.

2. Father and Mother shall share physical custody of the minor child as follows:
- a. During the school year, Father shall have physical custody from Sunday at 8:00 P.M. and ending Friday at 3:00 P.M.;
  - b. Mother shall have periods of partial custody each and every night during the school week, Monday through Thursday, from 5:30 P.M. until 8:00 P.M.;
  - c. Mother shall have partial custody of the minor child every other weekend from Friday at 3:00 P.M. until Sunday at 8:00 P.M. The child shall have periods of visitation on Saturday and Sunday with the non-custodial parent during the custodial parent's weekend periods of physical custody for a period not to exceed two hours, unless the custodial parent has plans to leave the area for his or her weekend.
  - d. During the summer vacation from school, Mother and Father shall alternate physical custody of the minor child each week beginning on Friday at 6:00 P.M. until the following Friday at 6:00 P.M. The minor child shall have periods of visitation each day with the non-custodial parent during the custodial parent's week long period of physical custody for no more than three hours per day unless the custodial parent has plans to leave the area during the week long period of physical custody.



- e. The parties shall share custody on the holidays at such times as the parties may mutually agree.
  - f. Holiday and summertime periods of custody shall take precedence over the other periods of custody as set forth herein.
3. Each party at all times shall inform the other party of his or her current address and telephone number.
4. Both parents shall keep in mind the schedules of the minor child pertaining to his school and extracurricular activities which he may be involved in during the times the child is in their custody. Further, neither party shall discourage the minor child from participating in his activities. Neither party shall allow any third parties to discourage the child from participating in his activities.
5. Unless otherwise agreed upon by the parties, the parties shall share transportation in that the party who is to obtain custody of the child shall provide transportation. This may be the parent or that parent's adult designee(s), with the designee(s) being required to have an established relationship with the child.
6. Both Mother and Father shall communicate with each other with regard to the well being and best interest of their child and shall not communicate through the child.
7. Each party shall keep the other informed of the progress of the child's education and social activities.
8. Neither party shall malign or speak in a derogatory fashion about the other party in the presence of the child nor will he or she permit anyone else to do so. Each

parent will exercise his or her best efforts to promote a healthy relationship between the child and the other parent and the other parent's family. The parties are directed to conduct themselves in a reasonable and appropriate manner at all times during their interactions with each other and their family members concerning custody of the child and issues relating to the child's care and nurturance.

9. Neither parent shall restrict telephone contact between the child and the parent not in possession of the child. The parent who is not in possession of the child may have reasonable telephone contact with the child, which means up to three (3) telephone calls per week providing the same is done by and no later than 8:00 P.M.

10. During either parties' possession of the minor child, if the child has a serious illness or injury which requires medical attention, that party shall immediately notify the other parent.

11. This Order supersedes previous Orders in this matter.

BY THE COURT,

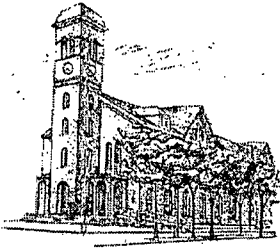
/s/ Paul E. Cherry  
PAUL E. CHERRY, Chief Judge, 1st Judicial District  
JUDGE

NOV 21 2005

## VERIFICATION

I verify that the statements made in the Petition to Modify are true and correct. I understand that false statements herein are made subject to the penalties of Pa.C.S. 4904, relating to unsworn falsification to authorities.

  
Dawn M. Bee



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 12/22/05

X You are responsible for serving all appropriate parties.

\_\_\_\_\_ The Prothonotary's office has provided service to the following parties:

\_\_\_\_\_ Plaintiff(s)/Attorney(s)

\_\_\_\_\_ Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:


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

Roger L. Kephart, Sr.,  
Plaintiff

vs.

Dawn M. Kephart,  
Defendant

\*  
\*  
\* NO.: 01-73-CD  
\*  
\* Type of Case: Custody  
\*  
\* Type of Pleading: Certificate of Service  
\*  
\*  
\* Filed on Behalf of: Dawn M. Bee  
\* fka Kephart  
\* Counsel of Record for this Party:  
\* Robin Jean Foor, Esquire  
\*  
\* Supreme Court No.: 41520  
\*  
\* MidPenn Legal Services  
\* 211 1/2 East Locust Street  
\* Clearfield, PA 16830  
\* (814)765-9646

FILED <sup>REC</sup>  
011042801 Atty Foor  
DEC 28 2005 

William A. Shaw  
Prothonotary/Clerk of Courts

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

Roger L. Kephart, Sr.,  
Plaintiff

vs.

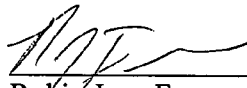
Dawn M. Bee fka Kephart,  
Defendant

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: No. 01-73-CD  
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CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 27th day of December,  
2005, I served a copy of the Petition to Schedule a Conference filed in that above  
captioned matter to the following individual by first class mail, postage prepaid:

David R. Thompson, Esquire  
PO Box 587  
308 Walton Street, Ste. #4  
Philipsburg, Pa 16866



Robin Jean Foor  
PA ID # 41520  
MidPenn Legal Services Inc.  
211 East Locust Street  
Clearfield, PA 16803  
(814)765-9646

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## CIVIL DIVISION LAW

ROGER L. KEPHART, SR.,

Plaintiff

**VS.**

DAWN M. BEE f/k/a KEPHART,

Defendant

No. 01-73-CD

TYPE OF CASE:  
Civil Division

TYPE OF PLEADING:  
Motion to Dismiss and/or  
Remand to Custody Conference

FILED ON BEHALF OF:  
Plaintiff

**COUNSEL OF RECORD FOR  
THIS PARTY:**  
David R. Thompson, Esquire  
Supreme Court I.D. No. 73053  
Attorney at Law  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg PA 16866  
(814) 342-4100

FILED 2 CC: Atty Thompson  
01/20/06  
FEB 03 2006  
ER

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ROGER L. KEPHART, SR.,

Plaintiff

VS.

DAWN M. BEE f/k/a KEPHART,

Defendant

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No. 01-73-CD

**MOTION TO DISMISS AND/OR REMAND TO CUSTODY CONFERENCE**

AND NOW comes the Plaintiff, Roger L. Kephart, Sr., by and through his attorney, David R. Thompson, Esquire who files the following Motion:

1. The parties initiated a Complaint/Petition for Custody.
2. After completing a custody conference, mediation, and a custody trial, this Court entered an Order dated November 18, 2005, establishing custody over the minor child, Roger L. Kephart, Jr.
3. The parties began to implement the change of custody after November 30, 2005.
4. On December 20, 2005, less than twenty (20) days after the start of the said change in custody, Defendant filed a Petition to Modify Custody.
5. In that Petition, the Petitioner did not allege any emergency circumstances that needed to be addressed by this Court.
6. It is believed and therefore averred that the Order dated November 18, 2005, was a final Order of custody established by this Court.



7. No appeal of that Order was made within the allotted time period, nor did the Defendant file a Motion to Reconsideration of this Court's Order within that time period. It is believed and therefore averred that the Clearfield County local rules require that this matter be scheduled for a custody conference, and a subsequent mediation prior to a custody hearing being held.

8. It is not in the best interest of this child to immediately drag the parties and this child back in front of this Court for a subsequent trial involving testimony over the same issues that were litigated prior.

9. Part of the Petition indicates that the holiday schedule is inadequate. By way of further pleading, this matter has not been ever negotiated between the parties. Specifically, the parties have always resolved that issue amicably.

10. Therefore, the matter should immediately be scheduled for a custody conference for the parties to negotiate and attempt to reconcile these differences without the necessity of having a duplicate hearing involving the parties and this minor child.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order dismissing this hearing for modification and remanding the matter for a custody conference to be scheduled by the Court Administrator.

Respectfully submitted,

  
\_\_\_\_\_  
David R. Thompson, Esquire

## CIVIL DIVISION

Defendant

[illegible]

**COUNSEL OF RECORD FOR  
THIS PARTY:**  
David R. Thompson, Esq.  
Attorney at Law  
Supreme Court I.D. 73053  
P.O. Box 587  
308 Walton Street, Suite 4  
Philipsburg PA 16866  
(814) 342-4100

FILED 2cc  
01/11/2006  
FEB 03 2006  
Atty Thompson

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ROGER L. KEPHART, SR.,

Plaintiff

vs.

DAWN M. BEE f/k/a KEPHART,

Defendant

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No. 01-73-CD

***ANSWER TO PETITION TO MODIFY***

AND NOW, comes the Respondent, Roger L. Kephart, Sr., by and through her attorney, David R. Thompson, Esquire, and files the following Answer to Petition to Modify:

1. Admitted.

2. Admitted.

3. Admitted.

4. Paragraph four is specifically denied. By way of further pleading, RJ, in the beginning, had an adjustment period for the change. However, he has adjusted appropriately.

5. Paragraph five is specifically denied. By way of further pleading, RJ, in the beginning, had an adjustment period for the change. However, he has adjusted appropriately.

6. Paragraph six is specifically denied. By way of further pleading, RJ's report card indicates that he is doing well in school.

7. Admitted in part and denied in part. It is admitted that on occasion the

Respondent does leave before RJ goes to school. By way of further pleading, nothing is different from the way he testified at the Custody Trial in this matter, which was entertained by your Honor in making the decision for custody. Currently, Mr. Kephart is laid off for the winter and is home every day.

8. After reasonably investigation, Respondent does not specifically know Petitioner's schedule. However, Respondent believes and therefore avers that all of this information was testified to in the Custody Trial herein. Your Honor had the opportunity to review all of this information at that time in making this Court's decision.

9. Admitted in part and denied in part. It is admitted that RJ is active in sports. By way of further pleading, he participates in wrestling, baseball and will participate in football. It is admitted that these practice times and activities times interfere with the time that each party spends with the minor child.

10. Denied . It is admitted that on occasion, Mr. Kephart works until 4:00 p.m. By way of further pleading, this information was testified to accurately at the time of the Custody Trial. Your Honor had the opportunity to review all of this information in making this Court's initial decision.

11. Respondent is unaware of the specific work schedule of the Petitioner. By way of further pleading, all of this information was testified to in the initial Custody Trial in this matter. Your Honor had the opportunity to review all of this information in making this Court's initial decision.

12. Paragraph twelve is specifically denied.

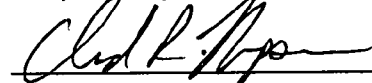
13. Paragraph thirteen is specifically denied. By way of further pleading, this

Court's Order was dated November 18, 2005. The parties implemented this Court's Order after November 30, 2005. Specifically, the Petitioner gave this Order less than twenty (20) days for adjustment of the parties and the minor child's schedule. By way of further pleading, this Petition to Modify is inappropriate at this time.

14. As far as the holidays are concerned, the parties have never been given an opportunity to confer and negotiate a holiday schedule. Specifically, the parties have always agreed upon that issue.

WHEREFORE, Respondent respectfully requests this Honorable Court to dismiss the Petition to Modify and require the parties to adhere to this Court's Order dated November 18, 2005.

Respectfully submitted,

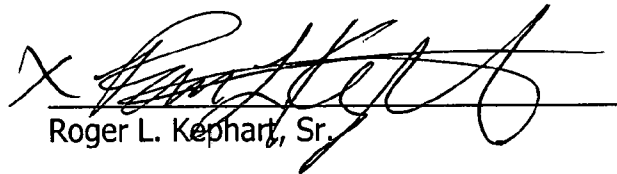
A handwritten signature in black ink, appearing to read "David R. Thompson", is written over a horizontal line.

David R. Thompson, Esquire  
Attorney for Defendant

**VERIFICATION**

I certify that the facts set forth in the foregoing ***ANSWER TO PETITION TO MODIFY CUSTODY*** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 2-2-06

X   
Roger L. Kephart, Sr.

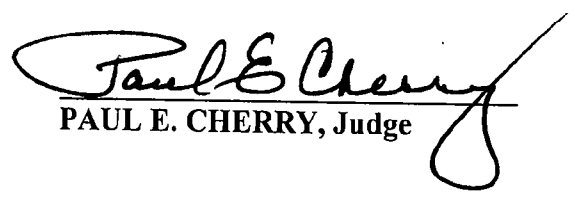
IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL DIVISION

ROGER L. KEPHART, SR.,	:	
Plaintiff,	:	
	:	
vs.	:	No. 01 - 73 - CD
	:	
DAWN M. BEE f.k.a. Kephart	:	
Defendant.	:	

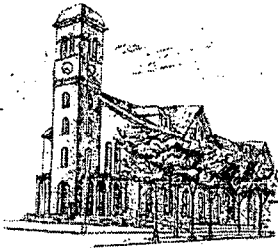
ORDER OF COURT

AND NOW, this 3<sup>rd</sup> day of February, 2006, following a hearing on the Petition to Modify Custody, IT IS THE ORDER OF THIS COURT that counsel provide the Court with a brief by Wednesday, February 8, 2006.

BY THE COURT:

  
PAUL E. CHERRY, Judge

**FILED** 2 cc Atty's:  
01/10:05/01 Thompson  
FEB 07 2006 For  
William A. Shaw  
Prothonotary/Clerk of Courts (CR)



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 2/7/06

       You are responsible for serving all appropriate parties.

  X   The Prothonotary's office has provided service to the following parties:

  X   Plaintiff(s)/Attorney(s)

  X   Defendant(s)/Attorney(s)

       Other

       Special Instructions:



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

ROGER L. KEPHART

NO. 01-73-CD

V.

DAWN M. BEE formerly known as  
DAWN M. KEPHART

**FILED** *icc Any For*  
*0/11/15/07*  
**MAR 01 2006** *icc Any Thanks*  
*(GR)*

William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER**

AND NOW, this 28<sup>th</sup> day of February, 2006, following hearing on Motion to Modify Custody filed on behalf of Mother, Dawn M. Bee, f/k/a Kephart, the Court believing that the best interests of the minor child will be best served by entering the following Order, it is the ORDER of this Court as follows:

1. Plaintiff, Roger L. Kephart (hereinafter "Father") and Dawn M. Bee, formerly known as Dawn M. Kephart, Defendant, (hereinafter "Mother") shall share legal custody of the parties' minor child, namely, Roger Lynn Kephart, (d.o.b. 7-4-96). Legal custody is defined as the legal right to make major decisions affecting the best interests of the minor child, including, but not limited to medical, religious and educational decisions and wherein each parent shall have equal access to any and all medical, dental, ocular, mental health, school and legal records. Medical, dental, ocular and mental health providers and school administrators shall accept a copy of this Order as authorization to release to either parent any documentation and/or records as may be requested. In addition, it is understood by both parents that they shall communicate fully with the other in an effort to ensure that all directives pertaining to the minor child from physicians, dentists and teachers are followed absolutely and all information pertaining to

3. Each party at all times shall inform the other party of his or her current address and telephone number.

4. Both parents shall keep in mind the schedules of the minor child pertaining to his school and extracurricular activities which he may be involved in during the times the child is in their custody. Further, neither party shall discourage the minor child from participating in his activities. Neither party shall allow any third parties to discourage the child from participating in his activities.

5. Unless otherwise agreed upon by the parties, the parties shall share transportation in that the party who is to obtain custody of the child shall provide transportation. This may be the parent or that parent's adult designee(s), with the designee(s) being required to have an established relationship with the child.

6. Both Mother and Father shall communicate with each other with regard to the well being and best interest of their child and shall not communicate through the child.

7. Each party shall keep the other informed of the progress of the child's education and social activities.

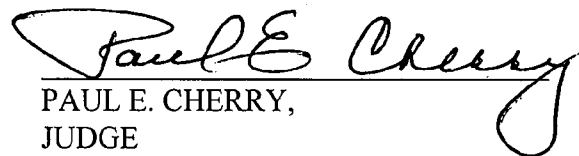
8. Neither party shall malign or speak in a derogatory fashion about the other party in the presence of the child nor will he or she permit anyone else to do so. Each parent will exercise his or her best efforts to promote a healthy relationship between the child and the other parent and the other parent's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

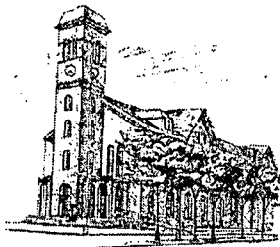
9. Neither parent shall restrict telephone contact between the child and the parent not in possession of the child. The parent who is not in possession of the child may have reasonable telephone contact with the child, which means up to three (3) telephone calls per week providing the same is done by and no later than 8:00 P.M.

10. During either parties' possession of the minor child, if the child has a serious illness or injury which requires medical attention, that party shall immediately notify the other parent.

11. This Order supersedes previous Orders in this matter.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE



## Clearfield County Office of the Prothonotary and Clerk of Courts

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Prothonotary/Clerk of Courts

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Sincerely,

William A. Shaw  
Prothonotary

DATE: 3/1/06

\_\_\_\_\_ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

X Plaintiff(s)/Attorney(s)

X Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions: