

02-644-CD CONS. NO. 3000000000  
DANIEL E. MORRONI -vs- JOYCE I. MORRONI

Date: 10/22/2003

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 08:51 AM

ROA Report

Page 1 of 1

Case: 2002-00644-CD

Current Judge: Fredric J. Ammerman

Daniel E. Morroni vs. Joyce I. Morroni

Civil Other

Date	Judge
04/23/2002	Filing: Civil Complaint Paid by: Carfley, John Receipt number: 1841498 No Judge ✓ Dated: 04/23/2002 Amount: \$80.00 (Check) 2 Cert. to Atty. Petition, filed by Atty. Carfley, 2 Cert. to Atty. No Judge ✓
04/29/2002	ORDER, AND NOW, this 29th day of April, 2002, re: Rule issued upon Defendant, Rule Returnable the 17th day of May, 2002, at 9:30 a.m. by the Court, s/FJA,J. 2 cc Atty Carfley Fredric J. Ammerman ✓
05/14/2002	Answer to Petition. Filed by s/Kimberly M. Kubista, Esq. Verification s/Joyce I. Morroni Certificate of Service no cc Fredric J. Ammerman ✓
05/20/2002	ORDER, NOW, this 17th day of May, 2002, re: Oral Motion made by Defense Counsel is hereby DENIED. Request to Change Beneficiary on Salmon Smith Barney is DENIED. by the Court, s/FJA,J. 2 cc Atty J. Carfley, Kubista ORDER, NOW, this 20th day of May, 2002, Cases 02-644-CD and 01-1487-CD are hereby CONSOLIDATED to 01-1487-CD. Any further filings shall be to the 01-1487-CD action. by the Court, s/FJA,J. 2 cc Atty J. Carfley, Kubista, and 1 copy to CA Fredric J. Ammerman ✓
02/20/2003	ORDER, NOW, this 14th day of February, 2003, re: Hearing relative the allegations by the Plaintiff that the parties had previously reached an enforceable marriage settlement agreement be and is hereby scheduled for two hours on the 2nd day of May, 2003, at 1:00 p.m. by the Court, s/FJA,J. 2 cc Atty Carfley, Kubista Fredric J. Ammerman ✓
05/06/2003	ORDER, NOW, this 5th day of May, 2003, re: Findings of the Court that the parties DID ENTER INTO AN ENFORCEABLE MARRIAGE SETTLEMENT AGREEMENT and the Prayer of the Petition is GRANTED, etc. by the Court, s/FJA,J. 2 cc Atty Carfley, 1 cc Atty Kubista Fredric J. Ammerman ✓
10/06/2003	Petition for Contempt filed by Atty. Milgrub. 1 CC to Atty. Fredric J. Ammerman ✓
10/08/2003	RULE, AND NOW, this 8th day of October, 2003, issued upon Defendant. Rule returnable by Hearing thereon the 31st day of October, 2003, at 11:00 a.m. by the Court, s/FJA,J. 1 cc Atty Milgrub Fredric J. Ammerman ✓
10/14/2003	Affidavait of Service, Plaintiff's Petition for Contempt upon Defendant, Joyce I. Morroni a/k/a Joice I. Miller. filed by s/Richard H. Milgrub, Esq. no cc Fredric J. Ammerman ✓

AND WHEREAS, We have been given to understand that claim is still due and unpaid, and remains a lien against the said property.

NOW, you are hereby notified to file your affidavit of defense to said claim, if defense you have thereto, in the office of the Prothonotary of said court, within fifteen days after the service of this writ upon you. If no affidavit of defense be filed within said time, judgment may be entered against you for the whole claim and the property described in the claim be sold to recover the amount thereof.

WITNESS the Honorable Judge of our court, this      day of

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Prothonotary

(Seal)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DANIEL E. MORRONI, :  
Plaintiff

vs. : No. 2002-644-C0

JOYCE I. MORRONI, : Document filed:  
Defendant : COMPLAINT

: Filed on behalf of:  
Plaintiff

: Counsel for this Party:  
John R. Carfley, Esq.  
P. O. Box 249  
Philipsburg, Pa., 16866  
(814) 342-5581  
ID# 17621

**FILED**

APR 29 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DANIEL E. MORRONI,  
Plaintiff

vs. : No.

JOYCE I. MORRONI,  
Defendant

:

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claims or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR  
COURTHOUSE  
CLEARFIELD, PA., 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DANIEL E. MORRONI, :  
Plaintiff

vs. : No.

JOYCE I. MORRONI, :  
Defendant

COMPLAINT

AND NOW comes the plaintiff, Daniel E. Morroni, who by and through his attorney, John R. Carfley, Esquire, sets forth a claim against the defendant the following of which is a statement:

1. Plaintiff is Daniel E. Morroni, an adult individual, who currently resides at P. O. Box 127, Smithmill, Clearfield County, Pennsylvania.

2. Defendant is Joyce I. Morroni, an adult individual, who currently resides at P. O. Box 195, Madera, Clearfield County, Pennsylvania.

3. At the times and places relevant hereto the parties were husband and wife, however, as a result of certain unhappy differences a divorce action had been filed to No. 2001-1487-CD.

4. At the times and places relevant hereto Plaintiff was represented by John R. Carfley, Esquire, who was authorized to undertake settlement negotiations for the completion of a Property Settlement Agreement transferring various items of personal property and real property acquired by the parties either prior to their marriage or during the period of coveture.

5. At the times and places relevant hereto defendant was represented by James A. Naddeo, Esquire, who had the authority to

enter into negotiations with counsel for the transfer of various assets preparatory to the final settlement and transfer of all marital property and other property acquired prior to the marriage or during coveture.

6. During the fall of 2001 counsel for plaintiff and counsel for defendant exchanged numerous letters dealing with various property items which the parties intended to transfer pursuant to the dissolution of their marriage.

7. On November 29, 2001, Attorney Naddeo transmitted to Attorney Carfley a letter setting forth a proposal for a full and complete settlement of the marital dissolution, the said offer being advanced as a "non-negotiable no-nonsense get on with your life solution for both of our clients. A copy of said letter of November 29, 2001, is attached hereto as Exhibit A.

8. On December 4, 2001, counsel for the plaintiff transmitted a letter to Attorney Naddeo accepting the terms and conditions of the said proposal. A copy of said letter is attached hereto as Exhibit B.

9. On December 10, 2001, Attorney Naddeo transmitted a letter to the defendant advising her of the acceptance of the settlement proposal and the formation of a Contract dissolving the marriage and transferring various assets remaining in the marital estate. A copy of said letter is attached hereto as Exhibit C.

10. Relying upon the representations in said correspondence, counsel for the plaintiff prepared and transmitted to counsel for the defendant the proposed Property Settlement Agreement drafted along the lines agreed upon in the various items of correspondence

agreed upon by counsel. Said letter was dated the 4th day of January, 2002, and included a copy of the Post Nuptial Agreement. Copies of those documents are attached hereto as Exhibit D.

11. Subsequent to the date that the agreement was reached between the parties but prior to the date that the said terms and conditions of the agreement were memorialized by a written instrument the parties exchanged certain property in furtherance of the contract, to wit: dining room furniture and motor vehicles which each had agreed to retain and/or transfer as part of this agreement.

12. As a result the parties have engaged in part performance of an oral contract resulting in the exchange of consideration necessary to formalize and finalize the oral terms preparatory to the memorialization of those terms by the written instrument prepared by plaintiff's counsel.

13. On January 17, 2002, Attorney Naddeo advised counsel that he had been discharged as the attorney for Mrs. Morroni, a true and correct copy of said letter being attached hereto as Exhibit E.

14. On or about January 22, 2002, counsel for the plaintiff transmitted a letter and copy of the Post Nuptial Agreement directly to the defendant assuming that the defendant would enter into the agreement as negotiated. A true and correct copy of said letter is attached hereto as Exhibit F.

15. On or about March 8, 2002, counsel for the plaintiff was advised that the defendant had retained alternate counsel who refused to adhere to the original negotiated contract undertaking to file an Answer and Counterclaim on behalf of the defendant and

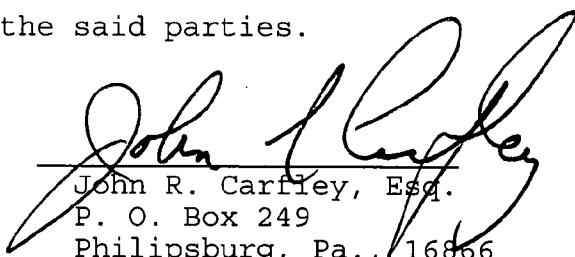
specifying certain items for negotiations which had previously been considered and rejected by defendant's previous counsel. These items are referenced in a letter of March 14, 2002, a copy of which is affixed hereto as Exhibit G.

16. It is believed and therefore averred that the parties, while represented by counsel, entered into a binding contract which is enforceable under the terms of Contract Law having been established by an offer, acceptance and exchange of consideration.

17. It is believed and therefore averred that the actions of the defendant in failing to adhere to the original contract negotiated are obdurate, vexatious and designed to delay the termination of the marriage and to cause the plaintiff excessive concern and anxiety.

18. It is believed and therefore averred that the actions of the defendant in refusing to honor the terms of a valid contract warrants the imposition of counsel fees in an amount not to exceed \$5,000.00.

WHEREFORE, plaintiff demands that judgment be entered in favor of the plaintiff and against the defendant enforcing the said Contract and Post Nuptial Agreement based upon the contractual arrangement entered into by the said parties.



John R. Carfley, Esq.  
P. O. Box 249  
Philipsburg, Pa., 16866  
(814) 342-5581  
ID# 17621

Dated: April 18, 2002

VERIFICATION

I hereby verify that the statements made in this instrument 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.

Daniel Ernest Manni

Dated: April 16, 2002

ASSOCIATE  
LINDA C. LEWIS

**JAMES A. NADDEO**  
ATTORNEY AT LAW  
211½ EAST LOCUST STREET  
MARINO BUILDING  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE  
(814) 765-1601  
TELECOPIER  
(814) 765-8142

November 29, 2001

John R. Carfley, Esquire  
222 Presqueisle Street  
PO Box 249  
Philipsburg, PA 16866

RE: Daniel E. Morroni v. Joyce I. Morroni  
01-1487-CD

Dear John:

I met with Mrs. Morroni on November 26, 2001. Our clients seem to be going back and forth with verbal salvos. Each is blaming the other for "holding up the divorce".

Earlier on, Mr. Morroni gave his wife a type written settlement proposal. I am enclosing a copy of that proposal for you consideration. When I compare Mr. Morroni's proposal with my client's "wish list," they appear to be fairly consistent. I have been authorized to propose a hybrid between Mr. Morroni's proposal and Ms. Morroni's wish list. My client's proposal is as follows:

A. Jacob is presently a resident of the Appalachian Youth Center in Ebensburg, Pennsylvania. He is scheduled to be released sometime in February, 2002. He will be released into the custody of his mother. Upon his release, it is suggested that Mr. Morroni pay child support in accordance with the guidelines.

B. Ms. Morroni accepts her husband's proposal to convey the 1999 Chevy Venture to her.

C. Ms. Morroni accepts her husband's proposal that the children receive their bedroom furniture.

Exhibit A

John R. Carfley, Esquire  
November 29, 2001  
Page 2

D. Ms. Morroni accepts her husband's proposal that she receive her personal belongings including the Christmas decorations.

E. Ms. Morroni accepts her husband's proposal that she receive new pots and pans, everyday set of dishes, roaster and hot tub.

In addition to the items offered by Mr. Morroni, my client will request the following:

- A. Patio furniture.
- B. Gun cabinet.
- C. Eight-foot picnic table.
- D. Dishes in china closet.
- E. Coffeepot, iced tea maker & blender.

The foregoing proposal allows Mr. Morroni to retain Treasured Memories and all remaining furnishings in the home, including the larger appliances. Further, my client makes no claim in any increase in the value of the home which may have accrued during the marriage. Please note that an addition was put on the home during the marriage. The foregoing proposal would appear to encompass 50% or less than what our clients have to show for the marriage. This offer will remain open for a period of ten days. It is offered as a non-negotiable, no-nonsense, get on with your life solution for both of our clients.

Sincerely,

  
James A. Naddeo

JAN:srw  
cc: Ms. Joyce I. Morroni

Enclosure

## PROPOSAL FOR POST MARRIAGE SETTLEMENT

JOYCE MAY HAVE THE BUSINESS "TREASURED MEMORIES" AND EVERYTHING THAT GOES WITH IT. SHE CAN HAVE HER CHOICE OF THE TRACKER WITH THE PAYMENTS OR THE VAN AND NO PAYMENTS. SHE CAN TAKE THE SPARE BEDROOM FURNITURE, LESS MY ANTIQUE TABLE. THE BOYS MAY HAVE THE BEDROOM FURNITURE IN THEIR ROOMS. SHE CAN HAVE ALL THE KNICK KNACKS THAT WERE BOUGHT FOR HER. SHE CAN HAVE HER CHOICE OF THE NEW POTS AND PANS THAT I BOUGHT LAST YEAR OR SHE CAN HAVE OUR EVERY DAY SET. SHE CAN HAVE THE DISHES WE USE EVERYDAY OR THE DISHES IN THE CHINA CLOSET. THE PHOTOS WE WILL DIVIDE UP BETWEEN US. I WILL GIVE NO TROUBLE ABOUT HER TAKING HER PERSONAL ITEMS. (WEDDING DRESS, MOMENTO'S AND STUFF) SHE MAY HAVE THE BIG ROASTER AND 4 BIG POTS. WE CAN DIVIDE UP SAVING ACCOUNTS. SHE ALWAYS WANTED THE HOT TUB SO SHE CAN HAVE IT ALSO. I WILL ALSO PAY CHILD SUPPORT FOR JACOB UNTIL HE IS 18 OR QUIT SCHOOL.

You take all or any furniture you want.

Take the VAN. free & clear

Take the Business if you want it free & clear of all debts or less

~~or~~ Get support for JACOB at least \$500.00

**JOHN R. CARFLEY**  
ATTORNEY AT LAW  
222 PRESQUEISLE STREET  
P. O. BOX 249  
PHILIPSBURG, PENNSYLVANIA 16866

December 4, 2001

AREA CODE 814  
TELEPHONE 342-5581  
FAX 342-1127

James A. Naddeo, Esq.  
P. O. Box 552  
Clearfield, Pa., 16830

RE: Morroni v. Morroni  
No. 01-1487-CD

Dear Jim:

Mr. Morroni has reviewed and accepted the proposal contained in your letter of November 29, 2001. To that end, I am in the process of preparing a Post Nuptial Agreement and will forward the same to you upon completion. The only other request from Mr. Morroni is that Mrs. Morroni return the garage door opener.

Would you also confer with your client and advise as to the status of her son, Thomas Hockenberry, who is still living with Mr. Morroni? Specifically when would he be moving into residence with his mother?

Very truly yours

JOHN R. CARFLEY

JRC:sm

CC: Dan Morroni

Exhibit B

ASSOCIATE  
LINDA C. LEWIS

**JAMES A. NADDEO**  
ATTORNEY AT LAW  
211½ EAST LOCUST STREET  
MARINO BUILDING  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE  
(814) 765-1601  
TELECOPIER  
(814) 765-8142

December 10, 2001

Ms. Joyce I. Morroni  
PO Box 195  
Madera, PA 16661

RE: Daniel E. Morroni v. Joyce I. Morroni  
01-1487-CD

Dear Ms. Morroni:

Enclosed is copy of letter that I received from your husband's attorney. I am pleased to inform you that Mr. Morroni has accepted our settlement proposal. Can you address the status of your son, Thomas Hockenberry?

Sincerely,

James A. Naddeo

✓JAN:srw  
bc: John R. Carfley, Esq.  
Enclosure

Exhibit C

**JOHN R. CARFLEY**  
ATTORNEY AT LAW  
222 PRESQUEISLE STREET  
P. O. BOX 249  
PHILIPSBURG, PENNSYLVANIA 16866

January 4, 2002

AREA CODE 814  
TELEPHONE 342-5581  
FAX 342-1127

James A. Naddeo, Esq.  
P. O. Box 552  
Clearfield, Pa., 16830

RE: Morroni v. Morroni

Dear Jim:

Please find enclosed a Post Nuptial Agreement which I have prepared in the above matter. You will also find enclosed the Affidavit of Consent and Waiver of Notice. Would you review these documents with your client and if the same meets with her approval, have them executed and returned to my office for signature by Mr. Morroni. As soon as the Agreement has been executed, I will file all documents with the court so that we can finalize the divorce.

I would hope that your client would return all keys and other items requested to Mr. Morroni.

Very truly yours,

JOHN R. CARFLEY

JRC:sm

CC: Dan Morroni

Exhibit D

POST NUPTIAL AGREEMENT

MADE this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between DANIEL E. MORRONI (Husband) and JOYCE I. MORRONI (Wife).

WHEREAS, the parties hereto are Husband and Wife, having been married on April 7, 1995 in Janesville, Clearfield County, Pennsylvania, and separated on September 7, 2001; and

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 for the rest of their natural lives, and the parties hereto are desirous of settling fully and finally their respective financial and property rights and obligations as between each other, including without limitation by specification: all matters between them relating to the ownership of real and personal property; the equitable distribution of such property; the settling of all matters between them relating to the past, present and the future support and/or maintenance of Wife by Husband or of Husband by Wife; the custody of the children; and in general, settling of any and all claims and possible claims by one against the other or against the respective estates.

NOW THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, Husband and Wife, each intending to be legally bound hereby, covenant and agree as

follows:

1. AGREEMENT TO BE INCORPORATED IN DIVORCE DECREE

The parties agree that the terms of this Agreement shall be merged into the Divorce Decree which may be entered with respect to them. The parties further agree that the Court of Common Pleas which may enter such Divorce Decree shall retain continuing jurisdiction over the parties and the subject matter of this Agreement for the purpose of enforcement of any of the provisions thereof.

2. DATE OF EXECUTION

The "Date of Execution" of this Agreement shall be defined as the date which it is executed by the parties if they have each executed the Agreement on the same date. Otherwise, the "date of execution" of this Agreement shall be defined as the date of execution by the last party executing this Agreement.

3. DISTRIBUTION DATE

The term "distribution" date shall be defined as the date of the execution of this instrument.

4. ADVISE OF COUNSEL

The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel. The parties acknowledge that they have received independent legal advice from counsel of their selection and that they fully understand the facts and have been fully informed as to their legal rights and obligations and they acknowledge and accept that this Agreement is, in the circumstances, fair and equitable, and that it is being entered into freely and voluntarily, after having received

such advice and with such knowledge and that execution of this Agreement is not the result of any duress or undue influence and that it is not the result of any collusion or improper or illegal agreement or agreements. The parties further acknowledge that they ahve each made to the other a full and complete disclosure of their respective assets, estate, liabilities, and sources of income and that they waive any specific enumeration thereof for the purposes of this AGreement. Each party agrees that he and she shall not at any future time raise as a defense or otherwise the lack of such disclosure in any legal proceeding involving this Agreement, with the exception of disclosure that may have been fraudulently withheld.

5. MUTUAL RELEASE

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

## 6. EQUITABLE DISTRIBUTION OF PROPERTY

### A. REAL PROPERTY

(1) The parties hereto do not own any real property jointly. Husband owns real estate individually which he brought into the marriage. Wife waives any right, title and interest in the said property and will make no demand for any share of this property. She does further agree to indemnify and save harmless Husband from any liability or suit thereon or as to any claims asserted by the Wife, her heirs, personal representatives, successors, and assigns.

### (B) CONTENTS OF SAID PREMISES AND OTHER PERSONAL PROPERTY

The parties agree that they have in the past or will upon the date of the execution of this agreement equally divided the contents of the premises and all other personal property procured by the parties during the marriage including but not limited to furniture, furnishings, rugs, carpets, household appliances and equipment, pictures, paintings, books, decorations, works of art, silver, china, glassware, and other items of personal property of whatever nature currently located within the premises or stored thereon. A list of items to be removed by Wife is attached hereto as Exhibit A.

### (B) (i) AUTOMOBILES

Husband agrees that wife shall retain possession of and receive as her own property the 1999 Chevy Venture automobile for her own use and disposition. Husband agrees to execute, acknowledge and deliver upon request, any and all instruments or

documents necessary in order to effectuate the transfer of the said automobile to the Wife. Wife shall be solely responsible for the payment of any sales or other tax that might be incurred with respect to that transfer and agrees to indemnify and save harmless the Husband from any liability or suit with respect thereto.

(ii) Wife agrees that Husband shall retain possession of and receive as his own property the 1999 Chevy Tracker for his own use and disposition. Wife agrees to execute, acknowledge, and deliver upon request, any and all instruments or documents necessary in order to effectuate the transfer of the said automobile to the Husband. Husband shall be solely responsible for the payment of any sales or other tax that might be incurred with respect to that transfer and agrees to indemnify and save harmless Wife from any liability or suit with respect thereto.

(C) RETIREMENT BENEFITS:

Husband and Wife shall retain ownership of their respective retirement accounts which they have now or may obtain in the future.

Any retirement benefits accrued by either party in the future shall be considered his or her separate property and the other does hereby relinquish any and all claims he or she might have with respect to said retirement.

7. WAIVER OF ALIMONY, ALIMONY PENDENTE LITE & SPOUSAL SUPPORT

Husband does hereby waive and release any claim for alimony, alimony pendente lite or spousal support against Wife. Wife does hereby waive and release any claim for alimony, alimony pendente lite, or spousal support against Husband. Each party releases and

forever discharges the other from any claim or action for such rights.

8. LEGAL FEES

Each party agrees to be responsible for his or her own counsel fees and costs.

9. CUSTODY

The parties hereto agree to retain joint custody of their son, Jacob, with primary custody of said child to be with Wife. The father shall have visitation with the child as agreed upon between the parties hereto.

10. LIABILITIES/WARRANTY AS TO EXISTING OBLIGATIONS

Husband and Wife each represent that they have not heretofore incurred or contracted for any debt or liability or obligation for which the estate of the party may be responsible or liable except as may be provided in this Agreement. Each party agrees to indemnify and hold the other party harmless for and against any and all such debts, liabilities and obligations of every kind which may have heretofore been incurred by them, including those for necessities, except for the obligations arising out of this Agreement.

11. WARRANTY AS TO FUTURE OBLIGATIONS

Husband and Wife each covenant, warrant, represent, and agree that with the exception of obligations set forth in this Agreement, neither of them shall hereafter incur any liability whatsoever for which the estate of the other may be liable. Each party shall indemnify and hold harmless the other party for and against any and all debts, charges, and liabilities incurred by the other after the

execution date of this Agreement, except as may otherwise specifically be provided for by the terms of this Agreement.

**12. CHILD SUPPORT**

Child support for the couple's minor child shall be determined by the Domestic Relations Office of the Court of Common Pleas of Clearfield County, Pennsylvania

**13. BREACH**

Each party hereby agrees to pay and to save and hold harmless the other party from any and all attorney's fees and costs of litigation that either may sustain, or incur or become liable for, in any way whatsoever, or shall pay upon, or in consequence if any default or breach by the other of any of the terms or provisions of this Agreement by reason of which either party shall be obligated to retain or engage counsel to initiate or maintain or defend proceedings against the other at law or equity or both or in any way whatsoever; provided that the party seeking to recover such attorney's fees, and costs of litigation must first be successful in whole or in part, before there would be any liability for attorney's fees and costs of litigation. It is the specific agreement and intent of the parties that a breaching or wrongdoing party shall bear the burden and obligation of any and all costs and expenses and counsel fees incurred by himself or herself as well as the other party in endeavoring to protect and enforce his or her rights under this Agreement.

**14. MODIFICATION OR WAIVER**

Any modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed

with the same formality as this Agreement. The failure of either party to insist on the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

15. MUTUAL CONSENT DIVORCE

The parties agree and acknowledge that their marriage is irretrievably broken, that they do not desire marital counseling and that both consent to the entry of a decree in divorce pursuant to Section 3301(c) of the Pennsylvania Divorce Code, Act 26 of 1980, as may be amended (herein referred to as The Code). Accordingly, both parties agree to forthwith execute such consents, affidavits, or other documents and to direct their respective attorneys to forthwith file such consents, affidavits, or other documents, as may be necessary to promptly proceed to obtain a divorce pursuant to said Section 3301(c) of The Code.

16. LAW OF PENNSYLVANIA

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania which may from time to time be in effect.

17. AGREEMENT BINDING ON HEIRS

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

18. INTEGRATION

This Agreement constitutes the entire understanding of the parties and supersedes any and all prior agreements and negotiations between them. There are no representations or

warranties other than those expressly set forth herein.

19. DESCRIPTIVE HEADINGS

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

20. SEVERABILITY

If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation. Likewise, the failure of any party to meet her or his obligations under any one or more of the paragraphs herein, with the exception of the satisfaction of any conditions precedent, shall in no way avoid or alter the remaining obligations of the parties.

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

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

STATE OF PENNSYLVANIA :

COUNTY OF CENTRE :

On this       th   day of                   , 2002, before me, the undersigned officer, personally appeared Daniel E. Morroni known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

---

STATE OF PENNSYLVANIA :

COUNTY OF :

On this       th   day of                   , 2002, before me, the undersigned officer, personally appeared Joyce I. Morroni known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

---

EXHIBIT A

WIFE SHALL REMOVE THE FOLLOWING ITEMS AND THE ITEMS SHALL  
BECOME HER PROPERTY:

1. Children's bedroom furniture.
2. New Pots and pans, dishes, roaster.
3. Patio furniture.
4. Hot tub.
5. Gun Cabinet.
6. Eight foot picnic table.
7. Dishes in China Cabinet.
8. Coffeepot, iced tea maker & blender.

All other items of furniture, furnishings, and objects will remain in the home and become the sole property of the husband.

Wife will return the following items to Husband:

1. Garage door opener.
2. Three (3) sets of house keys.
3. One (1) set of store keys.
4. Mail Box Key.
5. All store receipts.
6. Blue telephone.

**JAMES A. NADDEO**  
ATTORNEY AT LAW  
211½ EAST LOCUST STREET  
MARINO BUILDING  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

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(814) 765-1601  
TELECOPIER  
(814) 765-8142

January 17, 2002

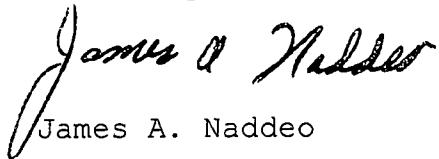
John R. Carfley, Esquire  
222 Presqueisle Street  
PO Box 249  
Philipsburg, PA 16866

RE: Daniel E. Morroni v. Joyce I. Morroni  
01-1487-CD

Dear John:

I have forwarded your letter of January 15, 2002, to Mrs. Morroni. By letter dated January 11, 2002. Mrs. Morroni fired me for not providing adequate attention to her case and/or protecting her interest. I have not been advised as to who she has retained as alternate counsel. I did inform her that I have in my possession a marriage settlement agreement implementing the terms she instructed me to negotiate.

Sincerely,



James A. Naddeo

JAN:srw  
cc: Joyce I. Morroni

Exhibit E

JOHN R. CARFLEY  
ATTORNEY AT LAW  
222 PRESQUEISLE STREET  
P. O. BOX 249  
PHILIPSBURG, PENNSYLVANIA 16866

January 22, 2002

AREA CODE 814  
TELEPHONE 342-5581  
FAX 342-1127

Joyce I. Morroni  
P. O. Box 195  
Madera, Pa., 16661

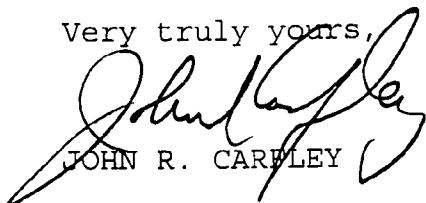
RE: Daniel E. Morroni  
vs. Joyce I. Morroni  
No. 2001-1487-CD - Divorce

Dear Mrs. Morroni:

Please find enclosed a Post Nuptial Agreement which I have prepared in the above matter. You will also find enclosed an Affidavit of Consent and Waiver of Notice relative to this matter. I would ask that you review these documents with your attorney and if the same meets with your approval, have them executed and returned to my office for signature by Mr. Morroni. As soon as the Agreement and other documents have been executed, I will file all documents with the court so that we can finalize the divorce.

I would ask that you return all keys and other items requested by Mr. Morroni to my office.

Very truly yours,



JOHN R. CARFLEY

JRC:sm

CC: Dan Morroni

Exhibit F

CARL A. BELIN, JR.  
KIMBERLY M. KUBISTA

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

CARL A. BELIN  
1901-1997

AREA CODE 814  
TELEPHONE 765-8972  
TELECOPIER (814) 765-9893

March 14, 2002

John Carfley, Esquire  
222 Presqueisle Street  
Philipsburg, PA 16866

RE: Morroni v. Morroni

Dear John:

I met with Joyce Morroni today and I have certain issues that I would like to raise on her behalf:

1. The real estate needs to be appraised. I understand that Mr. Morroni had the home prior to the marriage; however, it is my further understanding that there were improvements made to the residence. We would request that we use Ed Reiter and each party pay one-half the appraisal fee in order to determine appreciation in value. Please advise.

2. My client would like the following items of personalty as soon as possible:

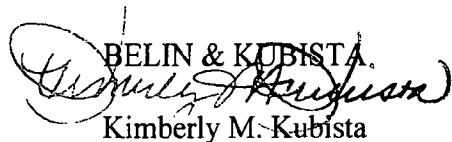
Old Cameo Pin  
Embroidery Sewing Bag

I have my client making a more detailed list as she has left other items of personalty at the marital residence.

3. Regarding the medical and dental insurance, my client would like Mr. Morroni to maintain her on the policy pending the finalization of the divorce. Also, could you please have Mr. Morroni get information on what my client's right would be under the Cobra plan.

Please advise as to your position on these matters in order that we can finalize this case.

Sincerely,

  
BELIN & KUBISTA  
Kimberly M. Kubista

KMK/jr  
Cc: Joyce Morroni

Exhibit G

**FILED**

APR 29 2002

0112:30 AM

William A. Shaw PD  
Prothonotary

80-

BY MM

2 cm to Army

**FILED**

APR 19 2002

0112:24 AM

William A. Shaw  
Prothonotary

2 cm to Army

FILED

UR

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

DANIEL E. MORRONI

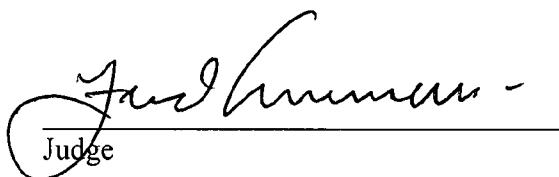
vs. : No. 02-644-CD

JOYCE I. MORRONI

**ORDER**

AND NOW, this 29<sup>th</sup> day of April, 2002, upon consideration of the attached Petition, a Rule is hereby issued on the Defendant to appear and show cause why the Petition should not be granted. Rule Returnable the 17<sup>th</sup> day of May, 2002, at 9:30 A.M. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
\_\_\_\_\_  
Judge

**FILED**

APR 29 2002

William A. Shaw  
Prothonotary

**FILED**

2cc

013:50 AM  
APR 29 2002

Ally Casley

William A. Shaw  
Prothonotary

6/1  
FBI

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DANIEL E. MORRONI,  
Plaintiff/Petitioner

vs.  
JOYCE I. MORRONI,  
Defendant/Respondent

:  
: No. 2002-~~001~~-CD

644

FILED

APR 23 2002

012:40 PM  
William A. Shaw  
Prothonotary

RECD TO  
BRO

AND NOW comes your petitioner, Daniel E. Morroni, the plaintiff in the above matter, who requests this Honorable Court to enter an order directing certain corporate parties to permit the petitioner to execute a change of beneficiary form for his retirement accounts and life insurance benefits consistent with his ownership interest therein and in support thereof avers as follows:

1. Petitioner is Daniel E. Morroni, an adult individual presently residing at P. O. Box 127, Smithmill, Pennsylvania.

2. Respondent is Joyce I. Morroni, an adult individual, presently residing at P. O. Box 195, Madera, Pa., 16661.

3. Salomon Smith Barney is a brokerage firm with whom petitioner has deposited his retirement account and with whom he has done business over the past ten (10) years. Their corporate address is 1650 Market Street, 45th Fl., Philadelphia, Pa., 19103.

4. Bell Atlantic (now Verizon) is a corporate entity with offices located in Philadelphia, Pennsylvania.

5. Petitioner was employed by this company in excess of twenty (20) years and as a result has certain benefits through the company including but not limited to a life insurance benefit upon which he previously designated his wife as the beneficiary.

Petitioner is the sole and exclusive owner of the life insurance

policy and any additional assets designated for his benefit through the company.

6. At the present time petitioner is the owner and sole contributor to a retirement account at Salomon Smith Barney brokerage bearing Account Number 6524879019007. Petitioner previously designated his wife as a beneficiary on said account.

7. Because of the pendency of a divorce action and because of declining health your petitioner recently attempted to execute a change of beneficiary form to designate his children as co-beneficiaries.

8. The firm of Salomon Smith Barney will not permit your petitioner to change the beneficiary on this account without the joinder of the respondent/spouse which the spouse is unwilling to provide.

9. Bell Atlantic (now Verizon) will not allow petitioner to sign a change of beneficiary form without the joinder of the respondent/spouse which the spouse is unwilling to provide.

10. Neither of these assets constituted a part of the terms and conditions of the property settlement agreement entered into by these parties nor does the respondent have any ownership interest in the property by virtue of her relationship as the spouse of the plaintiff.

11. Respondent was formerly represented by James A. Naddeo, Esquire, and while she was so represented entered into a settlement agreement which was reduced to writing. This document was provided to her for signature by letter dated the 22nd day of January, 2002.

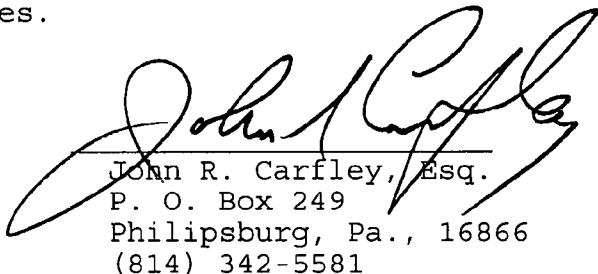
12. The agreement was orally derived while both parties were

represented by counsel and therefore is enforceable at the present time. This contract was further enforceable since the contract was based on an offer, acceptance and part performance of the consideration agreed to when respondent asked for and received certain items of personal property which were exchanged in good faith by the petitioner as part of his settlement obligation.

13. It is believed and therefore averred that while the wife conceivably could assert a claim for partial distribution of the retirement account and the life insurance proceeds under the Divorce Code of 1980, as amended, this right was waived under the terms of the Property Settlement Agreement.

14. It is further averred that Salomon Smith Barney which maintains this account may not prohibit this petitioner from changing his beneficiaries which is his right as the owner of the account.

WHEREFORE, Petitioner requests this Honorable Court to enter an order directing the firm of Salomon Smith Barney and Verizon to permit petitioner to change the beneficiary on the said accounts or in the alternative to issue a rule returnable directed to Salomon Smith Barney, Verizon and Joyce Morroni to show cause why said action should not be taken by petitioner without interference by either of these parties.



John R. Carfley, Esq.  
P. O. Box 249  
Philipsburg, Pa., 16866  
(814) 342-5581

Dated: April 19, 2002

VERIFICATION

I hereby verify that the statements made in this instrument 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.

Daniel Ernest Manni

Dated: April 16, 2002

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

DANIEL E. MORRONI,  
Plaintiff

vs.

No. 2002-644-CD

JOYCE I. MORRONI,  
Defendant

ANSWER TO PETITION

File on behalf of  
Defendant

Counsel of Record for  
this Party:

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

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

**FILED**

MAY 14 2002

William A. *Shaw*  
Fremontary

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

DANIEL E. MORRONI,  
Plaintiff

vs. : No. 2002-644-CD

JOYCE I. MORRONI,  
Defendant

ANSWER TO PETITION

NOW COMES the Defendant, JOYCE I. MORRONI, by and through her attorneys, Belin & Kubista, and sets forth the following Answer to Petition, and in support thereof would aver as follows:

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is neither admitted nor denied in that after reasonable investigation, Defendant is without sufficient knowledge or information to form a belief to this averment.
4. Paragraph 4 is neither admitted nor denied in that after reasonable investigation, Defendant is without sufficient knowledge or information to form a belief to this averment.
5. Paragraph is admitted in part and denied in part. It is admitted that Petitioner was employed by Bell Atlantic in excess of twenty (20) years. It is denied that he is the sole and exclusive owner of the life insurance policy and any additional assets as Petitioner was employed during the marriage with Bell Atlantic and Respondent would have an equitable interest to the life insurance policy, pension and any other additional assets which could have appreciated in value during the marriage.

6. Paragraph 6 is denied and Respondent incorporates her answer to paragraph five (5) hereof.

7. Paragraph 7 is neither admitted nor denied in that after reasonable investigation, Defendant is without sufficient knowledge or information to form a belief to this averment.

8. Paragraph 8 is neither admitted nor denied in that after reasonable investigation, Defendant is without sufficient knowledge or information to form a belief to this averment.

9. Paragraph 9 is neither admitted nor denied in that after reasonable investigation, Defendant is without sufficient knowledge or information to form a belief to this averment.

10. Paragraph 10 is denied that a property settlement agreement exists between the parties. It is further denied that Respondent does not have any interest in the property as she has an equitable interest in the property based on her marriage to the Petitioner.

11. Paragraph 11 is admitted in part and denied in part. It is admitted that Respondent was formerly represented by James A. Naddeo. It is denied that a settlement agreement, which included a total understanding of the parties, was reduced to writing.

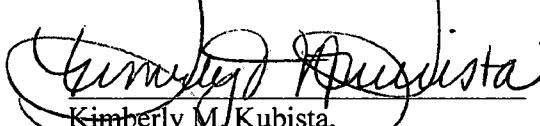
12. Paragraph 12 is denied. It is denied that an oral agreement should be enforced simply because two (2) parties were represented by counsel. It is further denied that the agreement to which Petitioner refers is enforceable. Further, it is denied that the contract was enforceable based on an offer, acceptance. Finally, it is denied that any part performance of the consideration was actually achieved.

13. Paragraph 13 is denied that Respondent has waived any right under the Divorce Code of 1980 as no property settlement agreement was entered into between the parties.

14. Paragraph 14 is neither admitted nor denied in that after reasonable investigation, Defendant is without sufficient knowledge or information to form a belief to this averment.

WHEREFORE, Respondent requests Your Honorable Court to enter an Order directing that Petitioner maintain Respondent as beneficiary pending a final Divorce Decree being entered and a finalization of the economic issues.

BELIN & KUBISTA

  
Kimberly M. Kubista,  
Attorney for Respondent

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

5/14/02  
Date

Joyce I. Morroni  
Joyce I. Morroni

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

DANIEL E. MORRONI,  
Plaintiff

vs.

No. 2002-644-CD

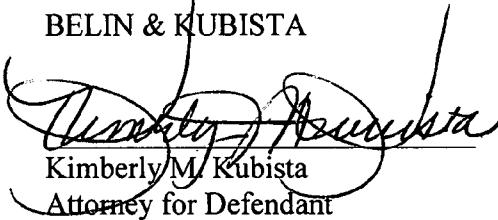
JOYCE I. MORRONI,  
Defendant

CERTIFICATE OF SERVICE

This is to certify that I have served a true and correct copy of Answer to Petition  
in the above captioned matter on the following party by first-class, postage prepaid mail on the  
14th day of May, 2002:

John Carfley Esquire  
222 Presqueisle Street  
Philipsburg, PA 16866

BELIN & KUBISTA

  
Kimberly M. Kubista  
Attorney for Defendant

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

**FILED**

MAY 14 2002

Q1255110/C  
William A. Shaw  
Prothonotary  
6/23

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

DANIEL E. MORRONI : :

-vs- : No. 02-644-CD

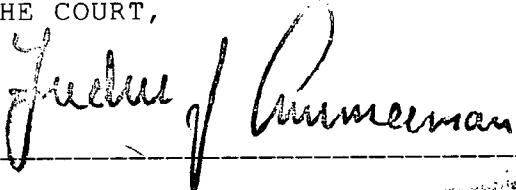
JOYCE I. MORRONI : No. 2001-1487-CD

O R D E R

NOW, this 17th day of May, 2002, following argument on the Petition filed by the Plaintiff requesting permission to change beneficiary on life insurance policies and also the Court noting the oral motion made by counsel for the Defendant that the Plaintiff be compelled to relist the Defendant as the beneficiary on the Verizon death plan, it is the ORDER of this Court as follows:

1. The said oral motion made by Defense counsel is hereby denied;
2. The request of the Petition to Change Beneficiary on the Salomon Smith Barney retirement account is denied.

BY THE COURT,



Judge

**FILED**

MAY 20 2002

William A. Shaw  
Prothonotary

15  
JAN

**FILED**

MAY 20 2002

01/02/02  
William A. Shaw  
Prothonotary

2 Certified copies to John R. Garfley, Esquire  
2 Certified copies to Kimberly M. Kubista, Esquire

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

DANIEL E. MORRONI, Plaintiff	*
	*
	*
vs.	*
	No. 2001-1487-C.D.
JOYCE I. MORRONI, Defendant	*
	No. 2002-644-C.D.
	*
	*

**ORDER**

NOW, this 20<sup>th</sup> day of May, 2002, the Court noting that a Complaint in Divorce was filed September 7, 2001 to docket number 2001-1487-C.D. by Attorney John R. Carfley, Esquire; A Complaint regarding an alleged marriage settlement agreement was filed April 23, 2002 to docket number 2002-644-C.D. by Attorney John R. Carfley, Esquire; a Petition to permit the Plaintiff to execute a change of beneficiary form and Order were filed April 23, 2002 to docket number 2002-644-C.D. by Attorney John R. Carfley, Esquire; the Petition and Order of April 29, 2002 scheduling hearing for May 17, 2002 were incorrectly filed to the wrong docket number; Plaintiff's Petition and Order should have been filed to docket number 2001-1487-C.D.; therefore, it is the ORDER of this Court that the above captioned cases be and are hereby consolidated to docket number 2001-1487-C.D. Any further filings shall be to the 2001-1487-C.D. action.

BY THE COURT,

**FILED**

MAY 20 2002

William A. Shaw  
Prothonotary



FREDRIC J. AMMERMAN  
JUDGE

**FILED**

MAY 20 2002

5/20/02  
William A. Shaw  
Prothonotary

2 certified copies to John R. Carfley, Esquire  
2 certified copies to Kimberly M. Kubista, Esquire  
1 copy to Court Administrator

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

DANIEL E. MORRONI,  
Plaintiff

vs.

JOYCE I. MORRONI,  
Defendant

\*  
\*  
\*  
\*  
\*

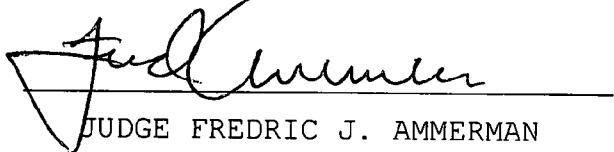
No. 2002-644-C.D.

O R D E R

NOW, this 14<sup>th</sup> day of February, 2003, following Pre-Trial Conference with counsel for both parties being present, it is the ORDER of this Court as follows:

1. Hearing relative the allegations by the Plaintiff that the parties had previously reached an enforceable marriage settlement agreement be and is hereby scheduled for two hours on the 2 day of May, 2003, at 1:00 o'clock P.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

By the Court,

  
JUDGE FREDRIC J. AMMERMAN

**FILED**

FEB 19 2003

William A. Shaw  
Prothonotary

**FILED**

2cc Atty Castle  
1-0384  
FEB 19 2003  
2cc Atty Kubista

William A. Shaw  
Prothonotary

WAK

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

DANIEL E. MORRONI :

-vs-

644  
No. 02-1487-CD

JOYCE I. MORRONI, a/k/a :

JOICE I. MILLER :

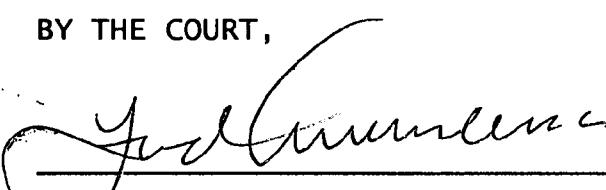
O R D E R

NOW, this 5th day of May, 2003, following the taking of testimony relative the complaint filed by the Plaintiff requesting enforcement of the alleged valid marriage settlement agreement, with the Court noting that the Plaintiff was present and represented by his counsel of record, the Defendant was present and proceeding pro se, it is the finding of this Court that the parties did enter into an enforceable marriage settlement agreement and the prayer of the Petition is hereby granted. The parties shall proceed to resolution of their economic interests based upon provisions of the marriage settlement agreement in the form as described within Plaintiff's Exhibit D.

BY THE COURT,

FILED

MAY 06 2003

  
\_\_\_\_\_  
Judge

William A. Shaw  
Prothonotary

**FILED** 2cc Atty ~~Confidential~~  
Of 3:35 BX 1cc Atty ~~Confidential~~  
MAY 06 2003 *W. A. Shaw*  
William A. Shaw  
Prothonotary

*W. A. Shaw*

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

DANIEL E. MORRONI, \*  
Plaintiff \*  
\*  
-vs- \* No. 02-644-CD  
\*  
JOYCE I. MORRONI, a/k/a \*  
JOICE I. MILLER, \*  
Defendant \*

Type of Action:  
Divorce

Type of Pleading:  
Petition for Contempt

Filed on Behalf of:  
Christine Morroni,  
Administratrix of  
the Estate of  
Daniel E. Morroni

Counsel of Record for this  
Party:

Richard H. Milgrub, Esquire  
Supreme Court I.D. 19865

211 North Second Street  
Clearfield, PA 16830  
(814) 765-1717

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

**FILED**

OCT 03 2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

DANIEL E. MORRONI, \*  
Plaintiff \*  
\*  
-vs- \* No. 02-644-CD  
\*  
JOYCE I. MORRONI, a/k/a \*  
JOICE I. MILLER, \*  
Defendant \*

PETITION FOR CONTEMPT

AND NOW, comes Your Petitioner, Christine M. Morroni,  
Administratrix of the Estate of Daniel E. Morroni, who files the  
following Petition for Contempt:

1. Pursuant to Court Order entered May 5, 2003, the Court entered an Order finding that the Marriage Settlement Agreement entered into between Daniel E. Morroni and Joyce I. Morroni, a/k/a Joice I. Miller, is enforceable.
2. Pursuant to said Agreement, Daniel E. Morroni was to transfer all interest in a 1999 Chevrolet Venture to Joyce I. Morroni, a/k/a Joice I. Miller and Joice I. Morroni, a/k/a Joice I. Miller was to convey all interest in a 1999 Chevrolet Tracker to Daniel E. Morroni.
3. Joyce I. Morroni, a/k/a Joice I. Miller, has taken possession of the 1999 Chevrolet Venture, but has refused to turn over the 1999 Chevrolet Tracker.
4. The said Daniel E. Morroni passed away on July 9, 2003.

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

—  
109 NORTH BRADY STREET  
DUBOIS, PA 15801

5. Pursuant to the Agreement, specifically Paragraph 17, the Agreement was binding on the heirs.

6. Pursuant to the Agreement, specifically Paragraph 13, if one party has to bring an action to enforce said Agreement, the other party shall be responsible for all costs, expenses and counsel fees.

7. It is the Respondent's actions which has necessitated the filing of this Petition.

WHEREFORE, Your Petitioner respectfully requests that the following Order be entered:

a. The Respondent be directed to immediately turn over the 1999 Chevrolet Tracker to Christine Morroni, Administratrix of the Estate of Daniel E. Morroni;

b. The Respondent pay ~~Five hundred dollars~~ (\$500.00) in attorney fees as a result of her actions which necessitated the filing of this Petition; and

c. Any and all other relief as the Court may Order.



By Richard H. Milgrub, Esquire  
Attorney for Christine Morroni

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

VERIFICATION

I, Christine M. Morroni, verify that the statements made herein 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: 10 / 3 / 03

Christine Morroni

FILED  
OCT 03 2003  
William A. Snow  
Prothonotary/Clerk of Courts  
Atty Milcrub

RICHARD H. MILCRUB

*Attorney & Counselor at Law*

211 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

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

DANIEL E. MORRONI, \*  
Plaintiff \*  
\*  
-vs- \* No. 02-644-CD  
\*  
JOYCE I. MORRONI, a/k/a \*  
JOICE I. MILLER, \*  
Defendant \*

RULE

AND NOW, this 8th day of October, 2003, upon  
consideration of the Petition of Christine Morroni,  
Administratrix of the Estate of Daniel E. Morroni, it is hereby  
ORDERED and DIRECTED that a Rule be issued upon the Defendant to  
show cause why the relief requested in said Petition should not  
be granted.

Rule returnable by hearing thereon the 31 day of  
October, 2003, at 11:00 A.m. in Courtroom  
2 of the Clearfield County Courthouse, Clearfield,  
Pennsylvania.

BY THE COURT:

Judie J. Zimmerman

Judge

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
—  
109 NORTH BRADY STREET  
DUBOIS, PA 15801

FILED

OCT 08 2003  
019301cc attymilgrub  
William A. Shaw  
Prothonotary/Clerk of Courts

RICHARD H. MILGRUB

*Attorney & Counselor at Law*

211 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

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

DANIEL E. MORRONI, \*  
Plaintiff \*  
\*  
-vs- \* No. 02-644-CD  
\*  
JOYCE I. MORRONI, a/k/a \*  
JOICE I. MILLER, \*  
Defendant \*

Type of Pleading:  
Affidavit of Service

Filed on Behalf of:  
Plaintiff

Counsel of Record for this  
Party:

Richard H. Milgrub, Esquire  
Supreme Court I.D. 19865

211 North Second Street  
Clearfield, PA 16830  
(814) 765-1717

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

**FILED**

OCT 14 2003

William A. Shaw  
Prothonotary

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

DANIEL E. MORRONI, \*  
Plaintiff \*  
\*  
-vs- \* No. 02-644-CD  
\*  
JOYCE I. MORRONI, a/k/a \*  
JOICE I. MILLER, \*  
Defendant \*

AFFIDAVIT OF SERVICE

Richard H. Milgrub, attorney for the above-named Plaintiff, being duly sworn according to law, deposes and states that Plaintiff's Petition for Contempt was served upon the Defendant, Joyce I. Morroni a/k/a Joice I. Miller, by certified mail, return receipt requested on October 11, 2003, at the Defendant's residence of PO Box 195, Madera, Pennsylvania 16661, as appears from receipt of certified mail attached hereto.

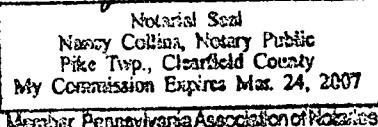


Richard H. Milgrub

SWORN and SUBSCRIBED to before me this 14 day of October, 2003.



Nancy Collins



THE LAW OFFICES OF  
RICHARD H. MILGRUB  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature  <input checked="" type="checkbox"/> <u>Thomas L. Fackenberry</u> <span style="float: right;">III</span> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <span style="float: right;">III</span> C. Date of Delivery  <u>Thomas L. Fackenberry</u> <span style="float: right;">10/11/03</span></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes    If YES, enter delivery address below: <input type="checkbox"/> No  <span style="float: right;">1</span></p> <p>1. Article Addressed to:</p> <p>Joyce Morroni    PO Box 195    Madera, PA 16661</p> <p>2. Article Number    (Transfer from service label) 70012510000266383545</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540</p>			

THE LAW OFFICES OF  
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211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

**FILED**

OCT 14 2003

0/3510

William A. Shaw  
Prothonotary

no cc

RICHARD H. MILGRUB

*Attorney & Counselor at Law*

211 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

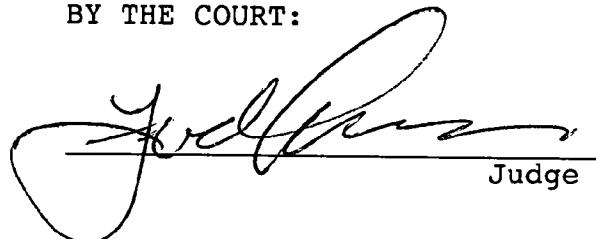
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

DANIEL E. MORRONI, \*  
Plaintiff \*  
\*  
-VS- \* No. 02-644-CD  
\*  
JOYCE I. MORRONI, a/k/a \*  
JOICE I. MILLER, \*  
Defendant \*

ORDER

AND NOW, this 31st day of October, 2003, the date set for Hearing in the above matter, the Defendant having failed to appear, despite having notice of said Hearing, it is the ORDER of this Court that the 1999 Chevrolet Tracker presently in the Defendant's custody be turned over to the Christine Morroni, Adminsitratrix of the Estate of Daniel E. Morroni, immediately and that all appropriate paperwork be signed.

BY THE COURT:



Judge

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

FILED

NOV 04 2003

William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
OCT 3 2003  
NOV 04 2003  
AMY J. MILGRUB  
William A. Shaw  
Prothonotary/Clerk of Courts

RICHARD H. MILGRUB  
*Attorney & Counselor at Law*

211 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

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

Daniel B. Morroni  
Plaintiff

\* Case No. 2002-0644-CD

Vs.

\*  
\*  
\*  
\*  
\*

Joyce I. Morroni  
Defendant

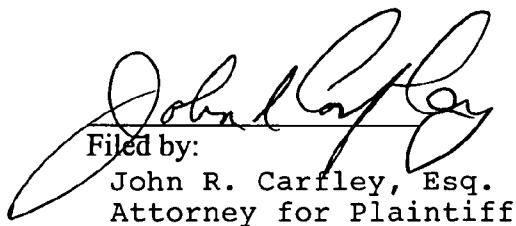
\*

Praecipe to Discontinue

To the Prothonotary:

Please mark the above-referenced case Settled, Discontinued, and Ended.

7/10/07  
Date

  
Filed by:  
John R. Carfley, Esq.  
Attorney for Plaintiff

FILED *No cc*  
M 11/13/07  
JUL 13 2007 *No Certificate*  
*U* *Requested*  
William A. Shaw  
Prothonotary/Clerk of Courts