

02-1097-CD  
NANCY L. ORDONEZ -vs- VASCO A. ORDONEZ

Date: 10/24/2002

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 10:30 AM

ROA Report

Page 1 of 1

Case: 2002-01097-CD

Current Judge: Fredric J. Ammerman

Nancy L. Ordonez vs. Vasco A. Ordonez

Civil Other

Date		Judge
07/16/2002	Filing: Civil Complaint Paid by: Naddeo, James Receipt number: 1845533 Dated: 07/16/2002 Amount: \$80.00 (Check) One CC Attorney	No Judge ✓
07/30/2002	Answer to Complaint and New Matter, filed. 1 Cert. to Atty. Wood.	No Judge ✓
08/14/2002	Plaintiff's Motion For Summary Judgment. Filed by s/James A. Naddeo, Esq. Certificate of Service 1 cc Atty Naddeo	No Judge;
08/29/2002	Sheriff Returns: Now July 22, 2002 Complaint served on Vasco A. Ordonez at residence. Sheriff costs \$20.97. Surcharge \$10.00.	No Judge ✓
10/01/2002	Defendant's Answer Motion for Summary Judgment. filed by s/Ann B. Wood, Esq. Verification s/Vasco A. Ordonez	Fredric J. Ammerman ✓
10/04/2002	ORDER, AND NOW, this 1st day of October, 2002, re: Argument on Plaintiff's Motion for Summary Judgment scheduled for Wednesday, October 30, 2002 at 2:00 p.m. by the Court, s/FJA,J. 1 cc Atty Naddeo, Wood	Fredric J. Ammerman ✓

— Lap over margin —

**FILED**

JUL 16 2002

William A. Shaw  
Prothonotary

1 CC A44

PO  
80. -

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

NANCY L. ORDONEZ,  
Plaintiff

v.

VASCO A. ORDONEZ,  
Defendant

\*  
\*  
\*  
\* No. 02 - - CD  
\*  
\*  
\*

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 claim 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 AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURT HOUSE  
Market and Second Streets  
Clearfield, PA 16830

(814) 765-2641

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

NANCY L. ORDONEZ,	:		
Plaintiff	:		
	:		
v.	:	No. 02 -	- CD
	:		
VASCO A. ORDONEZ,	:		
Defendant	:		

**C O M P L A I N T**

AND NOW, comes Plaintiff, Nancy L. Ordonez, and by her attorney, James A. Naddeo, Esquire, sets forth the following:

1. Plaintiff is Nancy L. Ordonez, a single individual, of RR2 Box 277B, Clearfield, Pennsylvania 16830.

2. Defendant is Vasco A. Ordonez, a single individual, of P.O. Box 495, Hyde, Pennsylvania 16843.

3. On December 5, 2001, the parties entered into a Marital Settlement Agreement ("Agreement") which resolved all outstanding economic claims in the above captioned case, including but not limited to claims for equitable distribution, alimony, counsel fees, costs and expenses. A copy of said Agreement is attached hereto as Exhibit "A".

4. That Paragraph 1 of the Agreement states in pertinent part as follows:

"Thereafter, the Wife shall be entitled to receive one-half (1/2) of the retirement benefits which the Husband shall be entitled

"Thereafter, the Wife shall be entitled to receive one-half (1/2) of the retirement benefits which the Husband shall be entitled to receive from PennDOT at the time of his retirement. The parties recognize that in order to carry out this payment, it shall be necessary to enter into a Qualified Domestic Relations Order and both parties agree to promptly execute any and all documentation necessary to secure a QDRO acceptable to the State Retirement System."

5. That counsel for Plaintiff prepared a Qualified Domestic Relations Order and submitted said Order to SERS for approval. A copy of said QDRO is attached hereto as Exhibit "B".

6. That by letter dated March 8, 2002, Plaintiff's counsel received a letter from SERS acknowledging approval of the form of QDRO prepared by Plaintiff.

7. That counsel for Plaintiff forwarded said QDRO to Respondent's counsel by letter dated March 19, 2002. A copy of said letter is attached hereto as Exhibit "C".

8. That subsequent to the forwarding of said QDRO attached hereto as Exhibit "B" to Defendant's counsel, counsel for Plaintiff, by telephone and by letter, has demanded that Defendant properly execute and deliver to Plaintiff the QDRO attached hereto as Exhibit "B".

9. That Defendant has informed Plaintiff that he intends to remarry.

10. That Defendant's remarriage in the absence of a QDRO may and probably will impair Plaintiff's rights to one-half (1/2) of Defendant's retirement benefits.

11. That Defendant has failed and/or refused to deliver to Plaintiff the QDRO required in accordance with Paragraph 1 of the Marital Settlement Agreement attached hereto as Exhibit "A"

12. That it is believed and therefore averred that Defendant's failure to sign and deliver the QDRO to Plaintiff as required by Paragraph 1 of the Marital Settlement Agreement is conduct which is obstinate, vexatious and unjustified.

13. That Plaintiff has incurred fees in respect to her counsel's efforts to obtain Defendant's cooperation in regard to the signing of the QDRO attached hereto as Exhibit "B"; has incurred expenses in the preparation of this suit; and will continue to incur fees and expenses until such time as this suit is concluded.

WHEREFORE, Plaintiff prays:

a) That Defendant be enjoined, preliminarily until final hearing and permanently thereafter, from effecting any change in the distribution of the proceeds of the retirement benefits to which he is entitled as a member of SERS;



(b) That Defendant be directed to immediately name Plaintiff as the sole beneficiary of the retirement benefits to which Defendant is entitled as a member of SERS;

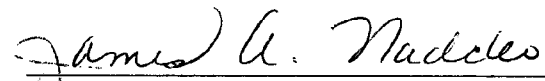
(c) That Defendant be directed to immediately name his children, Victor M. Ordonez and Michael S. Ordonez, as secondary beneficiaries of the retirement benefits to which Defendant is entitled as a member of SERS;

(d) That Defendant be directed to execute the Qualified Domestic Relations Order attached hereto as Exhibit "B";

(e) That the Court award Plaintiffs counsel fees and costs; and

(f) Such other general relief as may be just and proper.

Respectfully submitted,

  
James A. Naddeo, Esquire  
Attorney for Plaintiffs

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 5<sup>th</sup> day of December, 2001, by and between Vasco A. Ordonez, of P.O. Box 495, Hyde, Clearfield County, Pennsylvania 16843, hereinafter referred to as "Husband",

AND

NANCY L. ORDONEZ, of 302 West Market Street, Apt. #4, Clearfield, Clearfield County, Pennsylvania 16830, hereinafter referred to as "Wife".

WITNESSETH

WHEREAS, the Parties hereto were married on March 1, 1975, in Clearfield, Clearfield County, Pennsylvania; and,

WHEREAS, two (2) children were born to this marriage, namely, Victor Manuel Ordonez and Michael Shane Ordonez, both of whom are past the age of majority; and,

WHEREAS, the Parties have encountered marital difficulties; and,

WHEREAS, the Wife has filed for divorce under Section 3301 (c) of the Divorce Code; and,

WHEREAS, the Parties hereto will be living separate and apart for a period of time prior to the execution of this Agreement; and,

WHEREAS, the Parties desire to settle their various affairs.

NOW, THEREFORE, in consideration of the mutual promises, covenants and exchanges of property as hereinafter set

EXHIBIT "A"

forth, the Parties, intending to be legally bound hereby, do covenant and agree as follows:

1. ALIMONY: The Parties agree, after consideration of their lifestyle and the earning capacity of each Party, the duration of their marriage, the assets and liabilities of the Parties, the needs of the Parties, and the distribution of their property as hereinafter set forth, the Husband shall pay alimony to the Wife in an amount equal to fifty (50%) percent of his net income beginning with the first pay following issuance of the Divorce Decree until his retirement from the Pennsylvania Department of Transportation. This amount shall initially be the amount of Nine Hundred Eighty-Seven Dollars and Thirteen Cents (\$987.13) paid bi-weekly.

Thereafter, the Wife shall be entitled to receive one-half ( $\frac{1}{2}$ ) of the retirement benefits which the Husband shall be entitled to receive from PennDOT at the time of his retirement. The Parties recognize that in order to carry out this payment, it shall be necessary to enter into a Qualified Domestic Relations Order and both Parties agree to promptly execute any and all documentation necessary to secure a QDRO acceptable to the State Retirement System.

2. DEBTS: Husband and Wife represent and warrant to each other that neither one has contracted any debt or debts, charges or liabilities whatsoever for which the other Party or their property or their estates shall or may 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 hereinafter contracted or incurred by either one of them, except as expressly provided in this Agreement.

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

4. DIVISION OF PERSONAL PROPERTY: The Parties have agreed to the equitable division of their personal property as follows:

(a) It is agreed that each Party shall be entitled to keep their clothing and other personal effects without any claim being made upon these items by the other.

(b) It is agreed that the furnishings and contents of the Parties' residence have been equitably divided between the Parties and that each Party shall now keep those items which are in their possession.

(c) The Husband shall take his 1996 Dodge Stratus. The Wife shall sign the vehicle title over to the Husband as quickly as possible following issuance of the Divorce Decree.

(d) The Wife shall take her 1996 Dodge Stratus and shall take full responsibility for payments on a car loan covering this vehicle at the County National Bank and shall hold the Husband harmless on the same. Upon removal of his name from the financing or the payoff of the same, whichever shall first occur, the Husband shall sign the vehicle title over to the Wife.

(e) The Wife shall assume and pay the outstanding joint credit accounts with J.C. Penney, County National Bank Visa, and Providian Visa, and shall hold the Husband harmless for the same.

(f) The Husband shall assume and pay the outstanding joint credit account with MBNA Visa and shall hold the Wife harmless for the same.

(g) The Husband shall be responsible for the Four Thousand (\$4,000.00) Dollars which he borrowed to pay his son's tuition and shall hold the Wife harmless for the same.

(h) The Parties agree that they shall waive all claims against the other Party for any other possible economic claims if the same are not set forth in this Agreement.

5. REAL ESTATE: The Parties acknowledge that they were the owners of certain real estate located in Grampian, Pennsylvania upon which they have defaulted and which property was turned over to County National Bank by agreement. The Parties further acknowledge that the Bank has forgiven any deficiency from the sale of the property.

6. FINANCIAL DISCLOSURE: The Parties confirm that each has relied on the substantial accuracy of the financial disclosure of the other as an inducement to the execution of this Agreement.

7. INTENDED TAX RESULT: By this Agreement, the parties have intended to effect an equal division of their marital property. The parties have determined that an equal division of such property conforms to a just and right standard with due regard to the rights of each party of the marriage. The division of existing marital property is not (except as expressly provided in this Agreement) intended by the parties to constitute in any way a sale or exchange of assets, and the division is being effected without the introduction of outside funds or other property not constituting a part of the marital estate.

8. WAIVER OF CLAIM AGAINST ESTATE: 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 or the estate of the other as a result of the marital estate including, without limitation, dower, curtesy, statutory allowance, widows' allowance, right to take property under equitable distribution, right to take by intestacies, 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 rights, interests and claims hereby eliminating any and all rights that the Parties may have against each other in any nature whatsoever except those rights as the Parties may have created under this Agreement.

9. LEGAL REPRESENTATION: Each Party hereby acknowledges that they have been represented by their own, independent counsel during the course of the Divorce proceeding and the negotiation and signing of this Agreement. The Husband been represented by Ann B. Wood, Esquire and the Wife has been represented by James A. Naddeo, Esquire. Each Party shall be responsible for the payment of their own counsel fees.

10. VOLUNTARY EXECUTION: Each Party acknowledges that this Agreement is being entered into voluntarily and is not the result of any duress or any undue influence.

11. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the Parties and there are no representations,

warranties, covenants or undertaking other than those expressly set forth.

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

13. DESCRIPTIVE HEADINGS: The descriptive headings used herein are for convenience only. They should have no effect whatsoever to determining the rights or obligations of the Parties.

14. INDEPENDENT AND SEPARATE COVENANTS: It is specifically understood and agreed by and between the Parties hereto that each paragraph hereto shall be deemed to be a separate covenant and Agreement.

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

16. VOID CLAUSES: 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.

17. ADDITIONAL INSTRUMENT: Each of the parties shall from time to time, at the request of the other, execute,

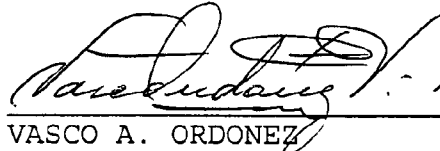


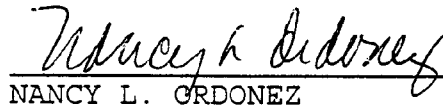
acknowledge and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement, including deeds, vehicle titles and sales tax forms and any and all other forms which may be required to effect said transfer of vehicles and/or property.

18. CONSTRUCTION: This Agreement is being prepared by Ann B. Wood, Attorney for Husband, as a convenience and accommodation to all parties. This fact shall not have any significance in the construction or interpretation of the terms of this Agreement.

19. ENTRY AS PART OF THE DECREE: It is the intention of the Parties that a copy of this Agreement shall be incorporated by reference as though fully set forth therein into the decree of final divorce. This incorporation, however, shall not be regarded as a merger; it being the intention of the Parties to permit and cause this Agreement to survive any judgment or decree.

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

 12/5/01  
\_\_\_\_\_  
VASCO A. ORDONEZ

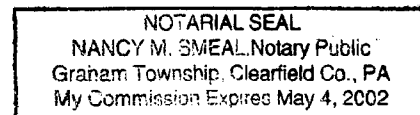
 12/6/01  
\_\_\_\_\_  
NANCY L. ORDONEZ

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this, the 5<sup>th</sup> day of December, 2001, before me, the undersigned officer, personally appeared, VASCO A. ORDONEZ, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, and acknowledged that he has executed the same for the purposes therein contained.

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

Nancy M. Smeal

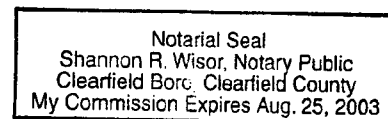


COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this, the 6<sup>th</sup> day of December, 2001, before me, the undersigned officer, personally appeared, NANCY L. ORDONEZ, 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 hereunto set my hand and official seal.

Shannon R. Wisor



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

NANCY L. ORDONEZ, :  
Plaintiff :  
 :  
v. : No. 00 - 458 - CD  
 : In Divorce  
VASCO A. ORDONEZ, :  
Defendant :

STIPULATION FOR THE ENTRY OF "DOMESTIC RELATIONS ORDER"

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2002, the parties, Nancy L. Ordonez, Plaintiff and Vasco A. Ordonez, Defendant, do hereby Agree and Stipulate as follows:

1. The Defendant, Vasco A. Ordonez, (hereinafter referred to as "Member") is a member of the Commonwealth of Pennsylvania, State Employees' Retirement System (hereinafter referred to as "SERS").

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

3. Members' date of birth is September 26, 1944, and his Social Security number is 371-58-5404.

4. The Plaintiff, Nancy L. Ordonez, (hereinafter referred to as "Alternate Payee") is the former spouse of Member. Alternate Payee's date of birth is March 12, 1941, and her Social Security number is 173-34-3662.

5. Member's last known mailing address is:

PO Box 495  
Hyde, PA 16843

6. Alternate Payee's current mailing address:

302 West Market Street, Apt. 4  
Clearfield, PA 16830

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

7. (a) The marital property component of Member's retirement benefit shall be equal to Member's retirement benefit on the effective date of Member's retirement calculated by using the Member's final average salary on the date of Member's retirement (his actual final average salary).

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

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

the Member actually enters pay status and SERS approves a Domestic Relations Order incorporating this Stipulation and Agreement, whichever is later.

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

(a) If the last Beneficiary Form filed by the Member prior to Member's death (a) predates any approved Domestic Relations Order incorporating this Stipulation and Agreement, and (b) names Alternate Payee as a beneficiary then: (1) the terms of the Domestic Relations Order shall alone govern Alternate Payee's share of any death benefit, and (2) for purposes of paying the Balance via the last Nomination of Beneficiaries Form filed with the Retirement Board prior to Member's death, Alternate Payee shall be treated as if Alternate Payee predeceased Member. No

Alternate Payee shall receive her equitable distribution percentage [or portion] of the annuity which is payable to the Member during his lifetime, so that she shall receive a percentage [or portion] of the Member's check during his lifetime and the same amount, all other things being equal, if he predeceases her after retirement. The Alternate Payee may not exercise any right, privilege or option offered by SERS. SERS shall issue individual tax forms to the Member and the Alternate Payee for amounts paid to each person.

(b) The Member and Alternate Payee acknowledge that if the Alternate Payee predeceases the Member, the following will occur under this Special Option 4 selection: (1) the same monthly benefit which had been paid or would have been paid to the Alternate Payee during Alternate Payee's lifetime will be paid to the Alternate Payee's estate for the duration of the life of the Member, and (2) upon the Member's death, all payments to the Alternate Payee's estate shall cease.

(c) The Member and Alternate Payee agree that the Member shall be permitted, at his sole option, to select an Option 4 lump sum payment of all or part of his accumulated deductions at the time he retires. The Alternate Payee shall be entitled to her equitable distribution portion of said lump sum distribution, calculated pursuant to Paragraph 7 of this Stipulation. The Alternate Payee's share of the lump sum shall be deducted from the Member's withdrawal and paid to the Alternate Payee.

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

12. In the event of the death of Alternate Payee prior to receipt of all of her payments payable to her from SERS under this Order, any death benefit or retirement benefit payable to Alternate Payee by SERS shall be paid to Alternate Payee's Estate to the extent of Alternate Payee's equitable distribution portion of Member's retirement benefit as set forth in Paragraphs Seven through Nine.

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

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

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

(b) Does not require SERS to provide increased benefits (determined on the basis of actuarial value) unless increased

benefits are paid to Member based upon cost of living or increases based on other than actuarial values.

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

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

17. Upon entry as a Domestic Relations Order, a certified copy of the Domestic Relations Order and this Stipulation and Agreement and any attendant documents shall be served upon SERS immediately. The Domestic Relations Order shall take effect immediately upon SERS approval and SERS approval of any attendant documents and then shall remain in effect until further Order of Court.



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

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Nancy L. Ordonez, Alternate Payee

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James A. Naddeo, Esquire  
Attorney for Alternate Payee

---

Vasco A. Ordonez, Member

---

Ann B. Wood, Esquire  
Attorney for Member

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

NANCY L. ORDONEZ,	:
Plaintiff	:
	:
v.	: No. 00 - 458 - CD
	: In Divorce
VASCO A. ORDONEZ,	:
Defendant	:

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2002,  
the attached Stipulation and Agreement dated \_\_\_\_\_ of  
the parties in this case is incorporated, and merged, into this  
Order of Court.

\_\_\_\_\_  
Judge

**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

ASSOCIATE  
LINDA C. LEWIS

March 19, 2002

Ann B. Wood, Esquire  
Bell, Silberblatt & Wood  
P.O. Box 670  
Clearfield, PA 16830

RE: Nancy L. Ordonez v. Vasco A. Ordonez  
00-458-CD

Dear Ann:

Enclosed is an original and three (3) copies of the QDRO that I have prepared in accordance with instructions from SERS. I am also enclosing the most recent letter I received from Ms. Thumma dated March 8, 2002. Please note that the enclosed QDROs include the correction requested by her letter.

I would ask that you and your client sign all copies of the QDRO and return them to me for signature by me and by my client. I will see that the Order is entered and that a certified copy is directed to the Commonwealth. I will also return two certified copies of the Order to you.

Sincerely,

James A. Naddeo

JAN/jlr

Enclosures

cc: Ms. Nancy L. Ordonez

EXHIBIT "C"

COMMONWEALTH OF PENNSYLVANIA )

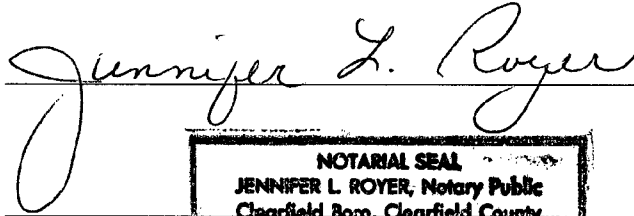
ss.

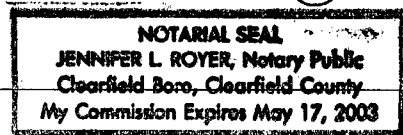
COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared NANCY L. ORDONEZ, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

  
\_\_\_\_\_  
Nancy L. Ordonez

SWORN and SUBSCRIBED before me this 15<sup>th</sup> day of July, 2002.

  
\_\_\_\_\_



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION  
No.02-1097-CD

NANCY L. ORDONEZ, Plaintiff

VS.

VASCO A. ORDONEZ, Defendant

ANSWER TO COMPLAINT AND NEW  
MATTER

BELL, SILBERBLATT & WOOD  
ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

**FILED**

JUL 30 2002

William A. Shaw  
Prothonotary

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

NANCY L. ORDONEZ, :  
 : NO. 02-1097-CD  
 :  
 Plaintiff : Type of Case:  
 :  
 VS. :  
 :  
 : Type of Pleading:  
 :  
 VASCO A. ORDONEZ, : ANSWER TO COMPLAINT AND NEW  
 : MATTER  
 Defendant :  
 : Filed on Behalf of:  
 : Vasco A. Ordonez, Defendant  
 :  
 : Counsel of Record for this Party:  
 :  
 : Ann B. Wood, Esquire  
 :  
 : Supreme Court No. 23364  
 :  
 : Bell, Silberblatt & Wood  
 : 318 East Locust Street  
 : P.O. Box 670  
 : Clearfield, PA 16830  
 :  
 : (814) 765-5537  
 :  
 :  
 :  
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FILED

JUL 30 2002

0/12/02/10  
William A. Shaw *(initials)*  
Prothonotary  
1 SENT TO ATTORNEY

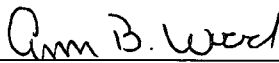
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.  
CIVIL DIVISION

NANCY L. ORDONEZ,	:	
	:	
Plaintiff	:	No.02-1097-CD
	:	
vs.	:	
	:	
VASCO A. ORDONEZ,	:	
	:	
Defendant	:	
	:	

NOTICE TO PLEAD

TO: NANCY L. ORDONEZ, PLAINTIFF:

You are hereby notified to file a written response to the enclosed New Matter within twenty (20) days from service hereof or a judgment may be entered against you.

  
\_\_\_\_\_  
Ann B. Wood, Esquire  
Attorney for Defendant,  
Vasco A. Ordonez

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

NANCY L. ORDONEZ,	:	
	:	
Plaintiff	:	No.02-1097-CD
	:	
vs.	:	
	:	
VASCO A. ORDONEZ,	:	
	:	
Defendant	:	
	:	

**ANSWER TO COMPLAINT AND NEW MATTER**

AND NOW COMES the Defendant, VASCO A. ORDONEZ, by his attorney, Ann B. Wood, Esquire, and sets forth the following Answer to the Complaint:

1. Paragraph 1 of the Complaint is admitted.

2. Paragraph 2 of the Complaint is denied as stated and on the contrary it is averred that the Defendant is Vasco A. Ordonez, a married individual, of P.O. Box 495, Hyde, Pennsylvania 16843.

3. Paragraph 3 of the Complaint is admitted.

4. Paragraph 4 of the Complaint is admitted.

5. Paragraph 5 of the Complaint is admitted in that counsel for the Plaintiff has prepared several drafts of a Qualified Domestic Relations Order and has submitted those drafts



to SERS for approval. It is further admitted that the copy attached as Exhibit "B" is the most recent draft of said QDRO.

6. Paragraph 6 of the Complaint is admitted in part and denied in part. It is admitted that Plaintiff's counsel received a letter dated March 8, 2002 from SERS acknowledging basic approval of the QDRO prepared by the Plaintiff, but it was requesting additional changes in that draft.

7. Paragraph 7 of the Complaint is admitted.

8. Paragraph 8 of the Complaint is admitted.

9. Paragraph 9 of the Complaint is admitted.

10. Paragraph 10 of the Complaint is denied as stated and on the contrary it is averred that regardless of the Defendant's remarriage, the Plaintiff has rights to one-half ( $\frac{1}{2}$ ) of his retirement benefits at retirement pursuant to the Marital Settlement Agreement.

11. Paragraph 11 of the Complaint is denied as stated and on the contrary it averred that there are still outstanding issues as to language for the QDRO which must be resolved before Defendant signs the QDRO.

12. Paragraph 12 of the Complaint is denied as stated and on the contrary it is averred that Defendant's failure to sign and deliver the QDRO to the Plaintiff is a result of the fact of disputed certain issues and language in the content of the QDRO as proposed, which are appropriate and reasonable issues of concern to the Defendant.

13. Paragraph 13 of the Complaint is denied as stated and on the contrary it is averred that the Defendant, after reasonable investigation, is unable to determine the facts thereof, as it is within the particular knowledge of the Plaintiff and strict proof thereof is demanded at trial.

WHEREFORE, Defendant requests that the Court dismiss Plaintiff's Complaint and direct the Parties to resume negotiation in accordance with the divorce action and procedure to resolve the issue of a QDRO agreeable to both sides.

**NEW MATTER**

NOW COMES the Defendant, VASCO A. ORDONEZ, by his attorney, Ann B. Wood, Esquire, and sets forth his New Matter as follows:

14. Defendant would incorporate herein by reference his Answers to Paragraphs 1 through 13 of the Complaint as though set

forth in full.

15. That the Defendant has informed the Plaintiff that he has remarried.

16. That the Defendant has always been agreeable to execute a QDRO in accordance with Paragraph 1. of the Marital Settlement Agreement.

17. That SERS has provided to counsel for the Defendant a copy of the draft language acceptable to SERS for a QDRO, which information was forwarded to counsel for the Plaintiff by counsel for the Defendant. A copy of said draft language is attached hereto as Exhibit "A".

18. That Paragraph 10 of the SERS proposed form language offers two (2) options for wording of said Paragraph.

19. That Paragraph 10 of the SERS draft permits the Member, here Defendant, to select the retirement option of his choice from the options available at the time he files for retirement.

20. That Paragraph 10 of the SERS draft also offers a choice to select a different retirement option locking in the choice at the time of the signing of the QDRO.

21. That the Defendant is still currently employed by the Department of Transportation and has no immediate plans for retirement.

22. That regardless of the option chosen by the Defendant, the Plaintiff will be entitled to receive one-half (½) of Defendant's retirement benefits at the time he retires.

23. That SERS Paralegal, Darlene K. Thumma, who has been working with counsel for the Plaintiff, has confirmed that any of the language options presented in the form are acceptable to SERS.

24. That Defendant did not agree, as part of the Marital Settlement Agreement, to give up his right to select the retirement option most beneficial to him at the time of his application for retirement benefits.

25. That during negotiations on the QDRO, the Parties have discussed other language changes or corrections, including the birth date of the wife, which has not been corrected.

26. It is believed that corrections, such as the correct birth date of the wife, are essential to the future carrying out of the QDRO once it is entered to prevent possible complications and misidentification of the Parties.

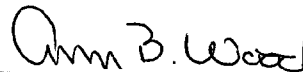
27. That both Parties have undergone the expense of attorneys' fees in the negotiation of the drafts of the QDRO, which is still ongoing, and that the payment of their own counsel fees by each Party is the responsibility of each Party pursuant to Paragraph 9 of the Marital Settlement Agreement.

WHEREFORE, Plaintiff prays:

(a) That the Plaintiff's Complaint be dismissed and the Parties be directed to resume negotiation of the QDRO pursuant to the Divorce Proceeding, or;

(b) That the Court rule that the Defendant has the right to choose the option for his retirement at the time of his retirement and that the Parties amend the draft of the QDRO as proposed to implement that language as acceptable to SERS and to correct any other typographical errors which may be necessary.


BELL, SILBERBLATT & WOOD  
BY:

A handwritten signature in cursive script, reading "Ann B. Wood", is written over a horizontal line.

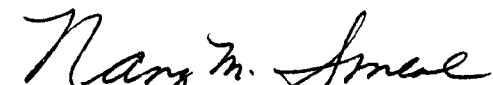
Ann B. Wood, Esquire  
Attorney for Defendant,  
Vasco A. Ordonez,

COMMONWEALTH OF PENNSYLVANIA:  
: SS.  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared VASCO A. ORDONEZ, who, being duly sworn according to law, deposes and says that the facts set forth in the foregoing ANSWER TO COMPLAINT AND NEW MATTER are true and correct to the best of his knowledge, information and belief.

  
\_\_\_\_\_  
VASCO A. ORDONEZ

SWORN and SUBSCRIBED before me  
this 29th day of July, 2002

  
\_\_\_\_\_

NOTARIAL SEAL  
NANCY M. SMEAL, Notary Public  
Graham Township, Clearfield Co., PA  
My Commission Expires, May 4, 2006

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

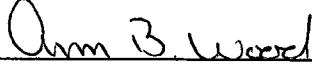
NANCY L. ORDONEZ, :  
 :  
Plaintiff : No.02-1097-CD  
 :  
vs. :  
 :  
VASCO A. ORDONEZ, :  
 :  
Defendant :  
 :

CERTIFICATE OF SERVICE

I hereby certify that Certified Copy of ANSWER TO COMPLAINT AND NEW MATTER with reference to the above captioned matter has been served upon the attorney for Plaintiff by mailing a true and correct copy of same to him by United States First Class Mail, postage prepaid, addressed as follows on July 30, 2002 :

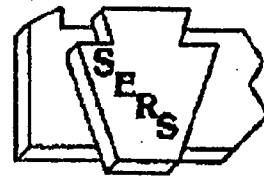
James A. Naddeo, Esquire  
JAMES A. NADDEO & ASSOCIATES  
211½ East Locust Street  
Marino Building  
P.O. Box 552  
Clearfield, Pennsylvania 16830

BELL, SILBERBLATT & WOOD  
By:

  
Ann B. Wood, Esquire  
Attorney for Vasco A. Ordonez,  
Defendant



COMMONWEALTH OF PENNSYLVANIA  
STATE EMPLOYEES' RETIREMENT SYSTEM  
30 NORTH THIRD STREET - P.O. BOX 1147  
HARRISBURG, PENNSYLVANIA 17108-1147  
TELEPHONE: 717-787-8293



FACSIMILE COVER LETTER

FACSIMILE TELEPHONE NUMBER: (717) 787-5866

DATE: 5-7-2001  
TO: ANN B. WOOD

NUMBER OF PAGES: 10  
(INCLUDING COVER)

FACSIMILE NUMBER: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ (CONFIRMATION NUMBER)

FROM: Sve Matter TELEPHONE NUMBER: \_\_\_\_\_

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF YOU HAVE ANY QUESTIONS OR HAVE DIFFICULTY RECEIVING THIS TRANSMISSION,  
PLEASE CONTACT \_\_\_\_\_ AT (717) \_\_\_\_\_.

CONFIDENTIALITY NOTE

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE SO THAT WE CAN ARRANGE FOR THE RETURN OF THE ORIGINAL DOCUMENTS TO US BY MAIL OR OTHER MEANS AT NO COST TO YOU. THANK YOU.

Exhibit "A"



COURT OF COMMON PLEAS OF \_\_\_\_\_ COUNTY, PENNSYLVANIA

\_\_\_\_\_,

Plaintiff

v.

\_\_\_\_\_,

Defendant

FAMILY DIVISION

NO. \_\_\_\_\_

IN DIVORCE

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, the attached  
Stipulation and Agreement dated \_\_\_\_\_ of the parties in this case is incorporated, but  
not merged, into this Order of Court.

\_\_\_\_\_  
J.

ATTEST:

COMMON PLEAS OF \_\_\_\_\_ COUNTY, PENNSYLVANIA

\_\_\_\_\_

Plaintiff

v.

\_\_\_\_\_

Defendant

FAMILY DIVISION

NO. \_\_\_\_\_

IN DIVORCE

STIPULATION FOR THE ENTRY OF "DOMESTIC RELATIONS ORDER"<sup>3</sup>

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the  
 parties, \_\_\_\_\_, Plaintiff, and  
 \_\_\_\_\_, Defendant, do hereby Agree and Stipulate as  
 follows:

1. The Plaintiff, \_\_\_\_\_, (hereinafter referred to  
 as "Member") is a member of the Commonwealth of Pennsylvania, State Employees'  
 Retirement System (hereinafter referred to as "SERS").

<sup>3</sup>This sample order has been drafted assuming the Member is the Plaintiff-Husband  
 and the Non-Member is the Defendant-Wife. Please modify it to fit the facts of your case.

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

3. Member's date of birth is \_\_\_\_\_, and his Social Security number is \_\_\_\_\_.

4. The Defendant, \_\_\_\_\_, (hereinafter referred to as "Alternate Payee") is the former spouse of Member. Alternate Payee's date of birth is \_\_\_\_\_ and her Social Security number is \_\_\_\_\_.

5. Member's last known mailing address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Alternate Payee's current mailing address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

7. ***[This paragraph should define the portion of the retirement benefits to be assigned to the alternate payee. The following are merely suggestions.]***

[(a) The marital property component of Member's retirement benefit equals:

(1) the Coverture Fraction multiplied by (2) the Member's retirement benefit on the effective date of Member's retirement calculated by using the Member's final average salary on mm/dd/yy(date of separation) instead of the Member's actual final average salary.

(b) The Coverture Fraction is a fraction with a value less than or equal to one. The numerator is the amount of Member's service, as defined by SERS, for the period of time from mm/dd/yy (date of marriage), to mm/dd/yy (date of separation). The denominator is the total amount of Member's service, as defined by SERS, on the effective date of Member's retirement.

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

OR

[The Alternate Payee's share of the member's retirement benefits is \$(dollar amount).]

OR

***[Your method here]***

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

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

a. If the last Nomination of Beneficiaries Form filed by Member prior to Member's death (a) predates any approved Domestic Relations Order incorporating this Stipulation and Agreement, and (b) names Alternate Payee as a beneficiary, then: (1) the terms of the Domestic Relations Order shall alone govern Alternate Payee's share of any death benefit, and (2) for purposes of paying the Balance via the last Nomination of Beneficiaries Form filed with the Retirement Board prior to Member's death, Alternate Payee shall be treated as if Alternate Payee predeceased Member. No portion of the Balance shall be payable to Alternate Payee's estate.

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

10. The term and amounts of Member's retirement benefits payable to the Alternate Payee after SERS approves a Domestic Relations Order incorporating this Stipulation and Agreement is dependent upon which option(s) is (are) selected by Member upon retirement. Member and Alternate Payee expressly agree that: **[pick one]**

(a) Member may select any retirement option offered by SERS under the Retirement Code at the time Member files an Application for Retirement Allowance with SERS.

OR

(b) Member shall select the following retirement option(s) upon filing an Application for Retirement Allowance with SERS<sup>4</sup>:

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---

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

12. In the event of the death of Alternate Payee prior to receipt of all of her

<sup>4</sup>Retirement options are found at 71 Pa.C.S. Section 5705. An option commonly used with the coverture fraction is the joint and equitable distribution annuity, e.g.:

Special Option 4.--A joint and equitable distribution percent [or portion] (as defined in paragraph 7) annuity payable during the lifetime of the Member with an equitable distribution percent [or portion] (as defined in paragraph 7) of such annuity payable thereafter to his survivor annuitant, if living at his death, as set forth in 71 Pa.C.S. Section 5705(a)(4), or any succeeding statute.

The Member shall designate the Alternate Payee as his irrevocable survivor annuitant. The intent of this Special Option 4 selection is to maintain levelized payments to the Alternate Payee for her life in the event of Member's death after retirement. The Alternate Payee shall receive her equitable distribution percentage [or portion] of the annuity which is payable to the Member during his lifetime, so that she shall receive a percentage [or portion] of the Member's check during his lifetime and the same amount, all other things being equal, if he predeceases her after retirement. The Alternate Payee acknowledges that if the Alternate Payee predeceases the Member after retirement then under this Special Option 4 selection no benefits are payable to the Alternate Payee's estate. The Alternate Payee may not exercise any right, privilege or option offered by SERS. SERS shall issue individual tax forms to the Member and the Alternate Payee for amounts paid to each person.

payments payable to her from SERS under this Order, any death benefit or retirement benefit payable to Alternate Payee by SERS shall: **[pick one]**

(a) Be paid to Alternate Payee's Estate to the extent of Alternate Payee's equitable distribution portion of Member's retirement benefit as set forth in Paragraphs Seven through Nine.

**OR**

(b) Revert to Member.

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

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

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

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

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



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

17. Upon entry as a Domestic Relations Order, a certified copy of the Domestic Relations Order and this Stipulation and Agreement and any attendant documents shall be served upon SERS immediately. The Domestic Relations Order shall take effect immediately upon SERS approval and SERS approval of any attendant documents and then shall remain in effect until further Order of Court.

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

\_\_\_\_\_  
Plaintiff/Member

\_\_\_\_\_  
Attorney for Plaintiff/Member

\_\_\_\_\_  
Defendant/Alternate Payee

\_\_\_\_\_  
Attorney for Defendant/Alternate Payee

0111011ccatty Neckles  
William A. Shaw  
Prothonetary  
Eas

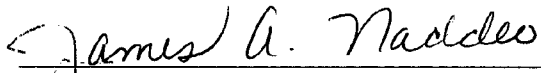
4. That Paragraph 1 of the Agreement states in pertinent part as follows:

"Thereafter, the Wife shall be entitled to receive one-half (1/2) of the retirement benefits which the Husband shall be entitled to receive from PennDOT at the time of his retirement. The parties recognize that in order to carry out this payment, it shall be necessary to enter into a Qualified Domestic Relations Order and both parties agree to promptly execute any and all documentation necessary to secure a QDRO acceptable to the State Retirement System."

5. That Defendant in his answer to Plaintiff's Complaint and admitted that he has failed and/or refused to execute any and all documentation necessary to secure a QDRO acceptable to the State Retirement System.

6. There exists no genuine issue of any material fact to be tried.

WHEREFORE, Plaintiff, Nancy L. Ordonez, respectfully requests that this Court enter summary judgment in favor of Plaintiff and against Defendant as to the whole case.

  
\_\_\_\_\_  
James A. Naddeo  
Attorney for Plaintiff

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

NANCY L. ORDONEZ,  
Plaintiff

vs.

VASCO A. ORDONEZ,  
Defendant

\*  
\*  
\*  
\*  
\*  
\*  
\*

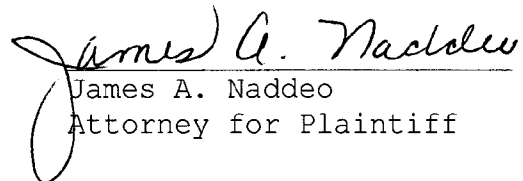
No. 02 - 1097 - CD

**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Plaintiff's Motion for Summary Judgment filed in the above-captioned action was served on the following person and in the following manner on the 14<sup>th</sup> day of August, 2002:

First-Class Mail, Postage Prepaid

Ann B. Wood, Esquire  
Bell, Silberblatt & Wood  
P.O. Box 670  
Clearfield, PA 16830

  
James A. Naddeo  
Attorney for Plaintiff

7/16/02

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

NANCY L. ORDONEZ,  
Plaintiff

v.

VASCO A. ORDONEZ,  
Defendant

No. 02 - 1097 - CD

Type of Pleading:

**COMPLAINT**

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

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

NANCY L. ORDONEZ,  
Plaintiff

v.

VASCO A. ORDONEZ,  
Defendant

\*  
\*  
\*  
\* No. 02 - - CD  
\*  
\*  
\*

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 claim 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 AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURT HOUSE  
Market and Second Streets  
Clearfield, PA 16830

(814) 765-2641

"Thereafter, the Wife shall be entitled to receive one-half (1/2) of the retirement benefits which the Husband shall be entitled to receive from PennDOT at the time of his retirement. The parties recognize that in order to carry out this payment, it shall be necessary to enter into a Qualified Domestic Relations Order and both parties agree to promptly execute any and all documentation necessary to secure a QDRO acceptable to the State Retirement System."

5. That counsel for Plaintiff prepared a Qualified Domestic Relations Order and submitted said Order to SERS for approval. A copy of said QDRO is attached hereto as Exhibit "B".

6. That by letter dated March 8, 2002, Plaintiff's counsel received a letter from SERS acknowledging approval of the form of QDRO prepared by Plaintiff.

7. That counsel for Plaintiff forwarded said QDRO to Respondent's counsel by letter dated March 19, 2002. A copy of said letter is attached hereto as Exhibit "C".

8. That subsequent to the forwarding of said QDRO attached hereto as Exhibit "B" to Defendant's counsel, counsel for Plaintiff, by telephone and by letter, has demanded that Defendant properly execute and deliver to Plaintiff the QDRO attached hereto as Exhibit "B".

9. That Defendant has informed Plaintiff that he intends to remarry.

10. That Defendant's remarriage in the absence of a QDRO may and probably will impair Plaintiff's rights to one-half (1/2) of Defendant's retirement benefits.

11. That Defendant has failed and/or refused to deliver to Plaintiff the QDRO required in accordance with Paragraph 1 of the Marital Settlement Agreement attached hereto as Exhibit "A"

12. That it is believed and therefore averred that Defendant's failure to sign and deliver the QDRO to Plaintiff as required by Paragraph 1 of the Marital Settlement Agreement is conduct which is obstinate, vexatious and unjustified.

13. That Plaintiff has incurred fees in respect to her counsel's efforts to obtain Defendant's cooperation in regard to the signing of the QDRO attached hereto as Exhibit "B"; has incurred expenses in the preparation of this suit; and will continue to incur fees and expenses until such time as this suit is concluded.

WHEREFORE, Plaintiff prays:

a) That Defendant be enjoined, preliminarily until final hearing and permanently thereafter, from effecting any change in the distribution of the proceeds of the retirement benefits to which he is entitled as a member of SERS;



(b) That Defendant be directed to immediately name Plaintiff as the sole beneficiary of the retirement benefits to which Defendant is entitled as a member of SERS;

(c) That Defendant be directed to immediately name his children, Victor M. Ordonez and Michael S. Ordonez, as secondary beneficiaries of the retirement benefits to which Defendant is entitled as a member of SERS;

(d) That Defendant be directed to execute the Qualified Domestic Relations Order attached hereto as Exhibit "B";

(e) That the Court award Plaintiffs counsel fees and costs; and

(f) Such other general relief as may be just and proper.

Respectfully submitted,

---

James A. Naddeo, Esquire  
Attorney for Plaintiffs

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 5<sup>th</sup> day of December, 2001, by and between Vasco A. Ordonez, of P.O. Box 495, Hyde, Clearfield County, Pennsylvania 16843, hereinafter referred to as "Husband",

AND

NANCY L. ORDONEZ, of 302 West Market Street, Apt. #4, Clearfield, Clearfield County, Pennsylvania 16830, hereinafter referred to as "Wife".

WITNESSETH

WHEREAS, the Parties hereto were married on March 1, 1975, in Clearfield, Clearfield County, Pennsylvania; and,

WHEREAS, two (2) children were born to this marriage, namely, Victor Manuel Ordonez and Michael Shane Ordonez, both of whom are past the age of majority; and,

WHEREAS, the Parties have encountered marital difficulties; and,

WHEREAS, the Wife has filed for divorce under Section 3301 (c) of the Divorce Code; and,

WHEREAS, the Parties hereto will be living separate and apart for a period of time prior to the execution of this Agreement; and,

WHEREAS, the Parties desire to settle their various affairs.

NOW, THEREFORE, in consideration of the mutual promises, covenants and exchanges of property as hereinafter set

EXHIBIT "A"

forth, the Parties, intending to be legally bound hereby, do covenant and agree as follows:

1. ALIMONY: The Parties agree, after consideration of their lifestyle and the earning capacity of each Party, the duration of their marriage, the assets and liabilities of the Parties, the needs of the Parties, and the distribution of their property as hereinafter set forth, the Husband shall pay alimony to the Wife in an amount equal to fifty (50%) percent of his net income beginning with the first pay following issuance of the Divorce Decree until his retirement from the Pennsylvania Department of Transportation. This amount shall initially be the amount of Nine Hundred Eighty-Seven Dollars and Thirteen Cents (\$987.13) paid bi-weekly.

Thereafter, the Wife shall be entitled to receive one-half (½) of the retirement benefits which the Husband shall be entitled to receive from PennDOT at the time of his retirement. The Parties recognize that in order to carry out this payment, it shall be necessary to enter into a Qualified Domestic Relations Order and both Parties agree to promptly execute any and all documentation necessary to secure a QDRO acceptable to the State Retirement System.

2. DEBTS: Husband and Wife represent and warrant to each other that neither one has contracted any debt or debts, charges or liabilities whatsoever for which the other Party or their property or their estates shall or may 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 hereinafter contracted or incurred by either one of them, except as expressly provided in this Agreement.

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

4. DIVISION OF PERSONAL PROPERTY: The Parties have agreed to the equitable division of their personal property as follows:

(a) It is agreed that each Party shall be entitled to keep their clothing and other personal effects without any claim being made upon these items by the other.

(b) It is agreed that the furnishings and contents of the Parties' residence have been equitably divided between the Parties and that each Party shall now keep those items which are in their possession.

(c) The Husband shall take his 1996 Dodge Stratus. The Wife shall sign the vehicle title over to the Husband as quickly as possible following issuance of the Divorce Decree.

(d) The Wife shall take her 1996 Dodge Stratus and shall take full responsibility for payments on a car loan covering this vehicle at the County National Bank and shall hold the Husband harmless on the same. Upon removal of his name from the financing or the payoff of the same, whichever shall first occur, the Husband shall sign the vehicle title over to the Wife.

(e) The Wife shall assume and pay the outstanding joint credit accounts with J.C. Penney, County National Bank Visa, and Providian Visa, and shall hold the Husband harmless for the same.

(f) The Husband shall assume and pay the outstanding joint credit account with MBNA Visa and shall hold the Wife harmless for the same.

(g) The Husband shall be responsible for the Four Thousand (\$4,000.00) Dollars which he borrowed to pay his son's tuition and shall hold the Wife harmless for the same.

(h) The Parties agree that they shall waive all claims against the other Party for any other possible economic claims if the same are not set forth in this Agreement.

5. REAL ESTATE: The Parties acknowledge that they were the owners of certain real estate located in Grampian, Pennsylvania upon which they have defaulted and which property was turned over to County National Bank by agreement. The Parties further acknowledge that the Bank has forgiven any deficiency from the sale of the property.

6. FINANCIAL DISCLOSURE: The Parties confirm that each has relied on the substantial accuracy of the financial disclosure of the other as an inducement to the execution of this Agreement.

7. INTENDED TAX RESULT: By this Agreement, the parties have intended to effect an equal division of their marital property. The parties have determined that an equal division of such property conforms to a just and right standard with due regard to the rights of each party of the marriage. The division of existing marital property is not (except as expressly provided in this Agreement) intended by the parties to constitute in any way a sale or exchange of assets, and the division is being effected without the introduction of outside funds or other property not constituting a part of the marital estate.

8. WAIVER OF CLAIM AGAINST ESTATE: 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 or the estate of the other as a result of the marital estate including, without limitation, dower, curtesy, statutory allowance, widows' allowance, right to take property under equitable distribution, right to take by intestacies, 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 rights, interests and claims hereby eliminating any and all rights that the Parties may have against each other in any nature whatsoever except those rights as the Parties may have created under this Agreement.

9. LEGAL REPRESENTATION: Each Party hereby acknowledges that they have been represented by their own, independent counsel during the course of the Divorce proceeding and the negotiation and signing of this Agreement. The Husband been represented by Ann B. Wood, Esquire and the Wife has been represented by James A. Naddeo, Esquire. Each Party shall be responsible for the payment of their own counsel fees.

10. VOLUNTARY EXECUTION: Each Party acknowledges that this Agreement is being entered into voluntarily and is not the result of any duress or any undue influence.

11. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the Parties and there are no representations,

warranties, covenants or undertaking other than those expressly set forth.

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

13. DESCRIPTIVE HEADINGS: The descriptive headings used herein are for convenience only. They should have no effect whatsoever to determining the rights or obligations of the Parties.

14. INDEPENDENT AND SEPARATE COVENANTS: It is specifically understood and agreed by and between the Parties hereto that each paragraph hereto shall be deemed to be a separate covenant and Agreement.

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

16. VOID CLAUSES: 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.

17. 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.

18. CONSTRUCTION: This Agreement is being prepared by Ann B. Wood, Attorney for Husband, as a convenience and accommodation to all parties. This fact shall not have any significance in the construction or interpretation of the terms of this Agreement.

19. ENTRY AS PART OF THE DECREE: It is the intention of the Parties that a copy of this Agreement shall be incorporated by reference as though fully set forth therein into the decree of final divorce. This incorporation, however, shall not be regarded as a merger; it being the intention of the Parties to permit and cause this Agreement to survive any judgment or decree.

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

  
\_\_\_\_\_  
VASCO A. ORDONEZ

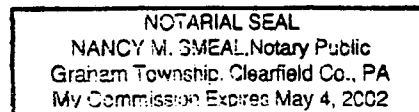
  
\_\_\_\_\_  
NANCY L. ORDONEZ

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this, the 5<sup>th</sup> day of December, 2001, before me, the undersigned officer, personally appeared, VASCO A. ORDONEZ, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument, and acknowledged that he has executed the same for the purposes therein contained.

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

Nancy M. Smeal

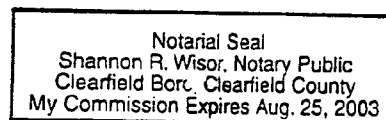


COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this, the 6<sup>th</sup> day of December, 2001, before me, the undersigned officer, personally appeared, NANCY L. ORDONEZ, 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 hereunto set my hand and official seal.

Shannon R. Wisor



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

NANCY L. ORDONEZ, :  
Plaintiff :  
v. : No. 00 - 458 - CD  
: In Divorce  
VASCO A. ORDONEZ, :  
Defendant :

STIPULATION FOR THE ENTRY OF "DOMESTIC RELATIONS ORDER"

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2002, the parties, Nancy L. Ordonez, Plaintiff and Vasco A. Ordonez, Defendant, do hereby Agree and Stipulate as follows:

1. The Defendant, Vasco A. Ordonez, (hereinafter referred to as "Member") is a member of the Commonwealth of Pennsylvania, State Employees' Retirement System (hereinafter referred to as "SERS").

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

3. Members' date of birth is September 26, 1944, and his Social Security number is 371-58-5404.

4. The Plaintiff, Nancy L. Ordonez, (hereinafter referred to as "Alternate Payee") is the former spouse of Member. Alternate Payee's date of birth is March 12, 1941, and her Social Security number is 173-34-3662. <sup>23</sup>

5. Member's last known mailing address is:

PO Box 495  
Hyde, PA 16843

6. Alternate Payee's current mailing address:

302 West Market Street, Apt. 4  
Clearfield, PA 16830

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

7. (a) The marital property component of Member's retirement benefit shall be equal to Member's retirement benefit on the effective date of Member's retirement calculated by using the Member's final average salary on the date of Member's retirement (his actual final average salary).

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

WANTS  
to exclude  
Non-Marital  
portion  
of  
retirement  
↓  
agreement  
does NOT  
distinguish

8. Member's retirement benefit is defined as all monies paid to or on behalf of Member by SERS, including any lump sum withdrawals or scheduled or ad hoc increases, but excluding the disability portion of any disability annuities paid to Member by SERS as a result of a disability which occurs before the Member's marriage to Alternate Payee or after the date of the Member and Alternate Payee's final separation. <sup>WANTS Sept 1, 2000 insured (O.R.)</sup> Member's retirement benefit does not include any deferred compensation benefits paid to Member by SERS. The equitable distribution portion of the marital property component of Member's retirement benefit, as set forth in Paragraph Seven (7), shall be payable to Alternate Payee and shall commence as soon as administratively feasible on or about the date

the Member actually enters pay status and SERS approves a Domestic Relations Order incorporating this Stipulation and Agreement, whichever is later.

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

(a) If the last Beneficiary Form filed by the Member prior to Member's death (a) predates any approved Domestic Relations Order incorporating this Stipulation and Agreement, and (b) names Alternate Payee as a beneficiary then: (1) the terms of the Domestic Relations Order shall alone govern Alternate Payee's share of any death benefit, and (2) for purposes of paying the Balance via the last Nomination of Beneficiaries Form filed with the Retirement Board prior to Member's death, Alternate Payee shall be treated as if Alternate Payee predeceased Member. No

Alternate Payee shall receive her equitable distribution percentage [or portion] of the annuity which is payable to the Member during his lifetime, so that she shall receive a percentage [or portion] of the Member's check during his lifetime and the same amount, all other things being equal, if he predeceases her after retirement. The Alternate Payee may not exercise any right, privilege or option offered by SERS. SERS shall issue individual tax forms to the Member and the Alternate Payee for amounts paid to each person.

(b) The Member and Alternate Payee acknowledge that if the Alternate Payee predeceases the Member, the following will occur under this Special Option 4 selection: (1) the same monthly benefit which had been paid or would have been paid to the Alternate Payee during Alternate Payee's lifetime will be paid to the Alternate Payee's estate for the duration of the life of the Member, and (2) upon the Member's death, all payments to the Alternate Payee's estate shall cease.

(c) The Member and Alternate Payee agree that the Member shall be permitted, at his sole option, to select an Option 4 lump sum payment of all or part of his accumulated deductions at the time he retires. The Alternate Payee shall be entitled to her equitable distribution portion of said lump sum distribution, calculated pursuant to Paragraph 7 of this Stipulation. The Alternate Payee's share of the lump sum shall be deducted from the Member's withdrawal and paid to the Alternate Payee.

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

12. In the event of the death of Alternate Payee prior to receipt of all of her payments payable to her from SERS under this Order, any death benefit or retirement benefit payable to Alternate Payee by SERS shall be paid to Alternate Payee's Estate to the extent of Alternate Payee's equitable distribution portion of Member's retirement benefit as set forth in Paragraphs Seven through Nine.

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

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

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

(b) Does not require SERS to provide increased benefits (determined on the basis of actuarial value) unless increased

benefits are paid to Member based upon cost of living or increases based on other than actuarial values.

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

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

17. Upon entry as a Domestic Relations Order, a certified copy of the Domestic Relations Order and this Stipulation and Agreement and any attendant documents shall be served upon SERS immediately. The Domestic Relations Order shall take effect immediately upon SERS approval and SERS approval of any attendant documents and then shall remain in effect until further Order of Court.



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

---

Nancy L. Ordonez, Alternate Payee

---

James A. Naddeo, Esquire  
Attorney for Alternate Payee

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Vasco A. Ordonez, Member

---

Ann B. Wood, Esquire  
Attorney for Member

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

NANCY L. ORDONEZ,	:
Plaintiff	:
	:
v.	:
	:
VASCO A. ORDONEZ,	:
Defendant	:

No. 00 - 458 - CD  
In Divorce

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2002,  
the attached Stipulation and Agreement dated \_\_\_\_\_ of  
the parties in this case is incorporated, and merged, into this  
Order of Court.

\_\_\_\_\_  
Judge

**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

ASSOCIATE  
LINDA C. LEWIS

March 19, 2002

Ann B. Wood, Esquire  
Bell, Silberblatt & Wood  
P.O. Box 670  
Clearfield, PA 16830

RE: Nancy L. Ordonez v. Vasco A. Ordonez  
00-458-CD

Dear Ann:

Enclosed is an original and three (3) copies of the QDRO that I have prepared in accordance with instructions from SERS. I am also enclosing the most recent letter I received from Ms. Thumma dated March 8, 2002. Please note that the enclosed QDROs include the correction requested by her letter.

I would ask that you and your client sign all copies of the QDRO and return them to me for signature by me and by my client. I will see that the Order is entered and that a certified copy is directed to the Commonwealth. I will also return two certified copies of the Order to you.

Sincerely,

James A. Naddeo

JAN/jlr

Enclosures

cc: Ms. Nancy L. Ordonez

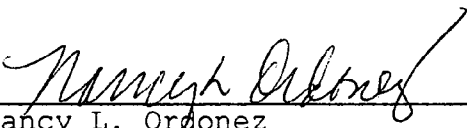
EXHIBIT "C"

COMMONWEALTH OF PENNSYLVANIA )

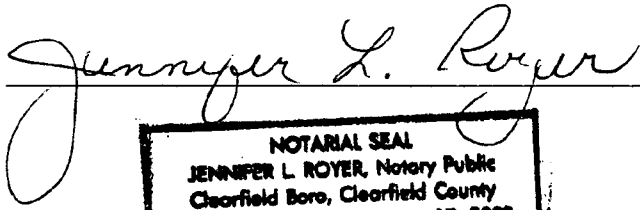
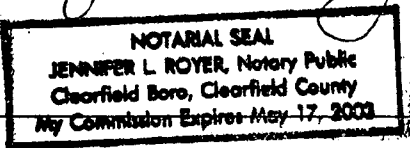
ss.

COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared NANCY L. ORDONEZ, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

  
\_\_\_\_\_  
Nancy L. Ordonez

SWORN and SUBSCRIBED before me this 15TH day of July, 2002.

  
\_\_\_\_\_  


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

NANCY L. ORDONEZ,

Plaintiff

VS.

VASCO A. ORDONEZ,

Defendant

: NO. 02-1097-CD  
:  
: Type of Case: JUL 31 2002  
:  
: Type of Pleading:  
:  
: ANSWER TO COMPLAINT AND NEW  
: MATTER  
:  
: Filed on Behalf of:  
: Vasco A. Ordonez, Defendant  
:  
: Counsel of Record for this Party:  
:  
: Ann B. Wood, Esquire  
:  
: Supreme Court No. 23364  
:  
: Bell, Silberblatt & Wood  
: 318 East Locust Street  
: P.O. Box 670  
: Clearfield, PA 16830  
:  
: (814) 765-5537  
:  
:  
:  
:  
:

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

JUL 30 2002

Attest.

*William L. H.*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.  
CIVIL DIVISION

NANCY L. ORDONEZ,

Plaintiff

vs.

VASCO A. ORDONEZ,

Defendant

:  
:  
:  
:  
:  
:  
:  
:  
:  
:

No.02-1097-CD

NOTICE TO PLEAD

TO: NANCY L. ORDONEZ, PLAINTIFF:

You are hereby notified to file a written response to the enclosed New Matter within twenty (20) days from service hereof or a judgment may be entered against you.

Ann B. Wood

Ann B. Wood, Esquire  
Attorney for Defendant,  
Vasco A. Ordonez

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

NANCY L. ORDONEZ,	:	
	:	
Plaintiff	:	No.02-1097-CD
	:	
vs.	:	
	:	
VASCO A. ORDONEZ,	:	
	:	
Defendant	:	
	:	

ANSWER TO COMPLAINT AND NEW MATTER

AND NOW COMES the Defendant, VASCO A. ORDONEZ, by his attorney, Ann B. Wood, Esquire, and sets forth the following Answer to the Complaint:

1. Paragraph 1 of the Complaint is admitted.
2. Paragraph 2 of the Complaint is denied as stated and on the contrary it is averred that the Defendant is Vasco A. Ordonez, a married individual, of P.O. Box 495, Hyde, Pennsylvania 16843.
3. Paragraph 3 of the Complaint is admitted.
4. Paragraph 4 of the Complaint is admitted.
5. Paragraph 5 of the Complaint is admitted in that counsel for the Plaintiff has prepared several drafts of a Qualified Domestic Relations Order and has submitted those drafts

to SERS for approval. It is further admitted that the copy attached as Exhibit "B" is the most recent draft of said QDRO.

6. Paragraph 6 of the Complaint is admitted in part and denied in part. It is admitted that Plaintiff's counsel received a letter dated March 8, 2002 from SERS acknowledging basic approval of the QDRO prepared by the Plaintiff, but it was requesting additional changes in that draft.

7. Paragraph 7 of the Complaint is admitted.

8. Paragraph 8 of the Complaint is admitted.

9. Paragraph 9 of the Complaint is admitted.

10. Paragraph 10 of the Complaint is denied as stated and on the contrary it is averred that regardless of the Defendant's remarriage, the Plaintiff has rights to one-half ( $\frac{1}{2}$ ) of his retirement benefits at retirement pursuant to the Marital Settlement Agreement.

11. Paragraph 11 of the Complaint is denied as stated and on the contrary it averred that there are still outstanding issues as to language for the QDRO which must be resolved before Defendant signs the QDRO.



12. Paragraph 12 of the Complaint is denied as stated and on the contrary it is averred that Defendant's failure to sign and deliver the QDRO to the Plaintiff is a result of the fact of disputed certain issues and language in the content of the QDRO as proposed, which are appropriate and reasonable issues of concern to the Defendant.

13. Paragraph 13 of the Complaint is denied as stated and on the contrary it is averred that the Defendant, after reasonable investigation, is unable to determine the facts thereof, as it is within the particular knowledge of the Plaintiff and strict proof thereof is demanded at trial.

WHEREFORE, Defendant requests that the Court dismiss Plaintiff's Complaint and direct the Parties to resume negotiation in accordance with the divorce action and procedure to resolve the issue of a QDRO agreeable to both sides.

NEW MATTER

NOW COMES the Defendant, VASCO A. ORDONEZ, by his attorney, Ann B. Wood, Esquire, and sets forth his New Matter as follows:

14. Defendant would incorporate herein by reference his Answers to Paragraphs 1 through 13 of the Complaint as though set

forth in full.

15. That the Defendant has informed the Plaintiff that he has remarried.

16. That the Defendant has always been agreeable to execute a QDRO in accordance with Paragraph 1. of the Marital Settlement Agreement.

17. That SERS has provided to counsel for the Defendant a copy of the draft language acceptable to SERS for a QDRO, which information was forwarded to counsel for the Plaintiff by counsel for the Defendant. A copy of said draft language is attached hereto as Exhibit "A".

18. That Paragraph 10 of the SERS proposed form language offers two (2) options for wording of said Paragraph.

19. That Paragraph 10 of the SERS draft permits the Member, here Defendant, to select the retirement option of his choice from the options available at the time he files for retirement.

20. That Paragraph 10 of the SERS draft also offers a choice to select a different retirement option locking in the choice at the time of the signing of the QDRO.

21. That the Defendant is still currently employed by the Department of Transportation and has no immediate plans for retirement.

22. That regardless of the option chosen by the Defendant, the Plaintiff will be entitled to receive one-half (½) of Defendant's retirement benefits at the time he retires.

23. That SERS Paralegal, Darlene K. Thumma, who has been working with counsel for the Plaintiff, has confirmed that any of the language options presented in the form are acceptable to SERS.

24. That Defendant did not agree, as part of the Marital Settlement Agreement, to give up his right to select the retirement option most beneficial to him at the time of his application for retirement benefits.

25. That during negotiations on the QDRO, the Parties have discussed other language changes or corrections, including the birth date of the wife, which has not been corrected.

26. It is believed that corrections, such as the correct birth date of the wife, are essential to the future carrying out of the QDRO once it is entered to prevent possible complications and misidentification of the Parties.

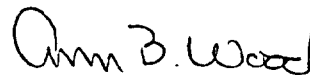
27. That both Parties have undergone the expense of attorneys' fees in the negotiation of the drafts of the QDRO, which is still ongoing, and that the payment of their own counsel fees by each Party is the responsibility of each Party pursuant to Paragraph 9 of the Marital Settlement Agreement.

WHEREFORE, Plaintiff prays:

(a) That the Plaintiff's Complaint be dismissed and the Parties be directed to resume negotiation of the QDRO pursuant to the Divorce Proceeding, or;

(b) That the Court rule that the Defendant has the right to choose the option for his retirement at the time of his retirement and that the Parties amend the draft of the QDRO as proposed to implement that language as acceptable to SERS and to correct any other typographical errors which may be necessary.

BELL, SILBERBLATT & WOOD  
BY:




---

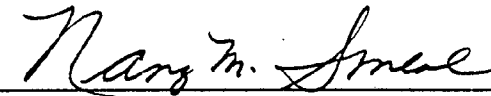
Ann B. Wood, Esquire  
Attorney for Defendant,  
Vasco A. Ordonez,

COMMONWEALTH OF PENNSYLVANIA:  
: SS.  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared  
VASCO A. ORDONEZ, who, being duly sworn according to law, deposes  
and says that the facts set forth in the foregoing ANSWER TO  
COMPLAINT AND NEW MATTER are true and correct to the best of his  
knowledge, information and belief.

  
\_\_\_\_\_  
VASCO A. ORDONEZ

SWORN and SUBSCRIBED before me  
this 29th day of July, 2002

  
\_\_\_\_\_

NOTARIAL SEAL  
NANCY M. SMEAL, Notary Public  
Graham Township, Clearfield Co., PA  
My Commission Expires, May 4, 2006

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

NANCY L. ORDONEZ, :  
 :  
Plaintiff : No.02-1097-CD  
 :  
vs. :  
 :  
VASCO A. ORDONEZ, :  
 :  
Defendant :  
 :

CERTIFICATE OF SERVICE

I hereby certify that Certified Copy of ANSWER TO COMPLAINT AND NEW MATTER with reference to the above captioned matter has been served upon the attorney for Plaintiff by mailing a true and correct copy of same to him by United States First Class Mail, postage prepaid, addressed as follows on July 30, 2002 :

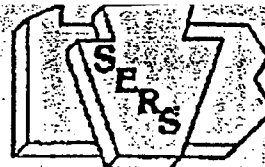
James A. Naddeo, Esquire  
JAMES A. NADDEO & ASSOCIATES  
211½ East Locust Street  
Marino Building  
P.O. Box 552  
Clearfield, Pennsylvania 16830

BELL, SILBERBLATT & WOOD  
By:

Ann B. Wood  
Ann B. Wood, Esquire  
Attorney for Vasco A. Ordonez,  
Defendant



COMMONWEALTH OF PENNSYLVANIA  
STATE EMPLOYEES' RETIREMENT SYSTEM  
30 NORTH THIRD STREET - P.O. BOX 1147  
HARRISBURG, PENNSYLVANIA 17108-1147  
TELEPHONE: 717-787-8293



FACSIMILE COVER LETTER

FACSIMILE TELEPHONE NUMBER: (717) 787-5866

DATE:

5-7-2001

NUMBER OF PAGES:

10

(INCLUDING COVER)

TO:

ANN B. WOOD

FACSIMILE NUMBER:

TELEPHONE NUMBER:

(CONFIRMATION NUMBER)

FROM:

Sve. Matter

TELEPHONE NUMBER:

COMMENTS:

IF YOU HAVE ANY QUESTIONS OR HAVE DIFFICULTY RECEIVING THIS TRANSMISSION,  
PLEASE CONTACT \_\_\_\_\_ AT (717) \_\_\_\_\_.

CONFIDENTIALITY NOTE

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE SO THAT WE CAN ARRANGE FOR THE RETURN OF THE ORIGINAL DOCUMENTS TO US BY MAIL OR OTHER MEANS AT NO COST TO YOU. THANK YOU.

Exhibit "A"

COURT OF COMMON PLEAS OF \_\_\_\_\_ COUNTY, PENNSYLVANIA

\_\_\_\_\_

Plaintiff

FAMILY DIVISION

v.

NO. \_\_\_\_\_

\_\_\_\_\_

Defendant

IN DIVORCE

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the attached  
Stipulation and Agreement dated \_\_\_\_\_ of the parties in this case is incorporated, but  
not merged, into this Order of Court.

\_\_\_\_\_

J.

ATTEST:



COMMON PLEAS OF \_\_\_\_\_ COUNTY, PENNSYLVANIA

\_\_\_\_\_

Plaintiff

Y.

---

Defendant

FAMILY DIVISION

NO. \_\_\_\_\_

IN DIVORCE

STIPULATION FOR THE ENTRY OF "DOMESTIC RELATIONS ORDER"<sup>3</sup>

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the  
parties, \_\_\_\_\_, Plaintiff, and  
\_\_\_\_\_, Defendant, do hereby Agree and Stipulate as  
follows:

1. The Plaintiff, \_\_\_\_\_, (hereinafter referred to as "Member") is a member of the Commonwealth of Pennsylvania, State Employees' Retirement System (hereinafter referred to as "SERS").

<sup>3</sup>This sample order has been drafted assuming the Member is the Plaintiff-Husband and the Non-Member is the Defendant-Wife. Please modify it to fit the facts of your case.

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

3. Member's date of birth is \_\_\_\_\_, and his Social Security number is \_\_\_\_\_.

4. The Defendant, \_\_\_\_\_, (hereinafter referred to as "Alternate Payee") is the former spouse of Member. Alternate Payee's date of birth is \_\_\_\_\_ and her Social Security number is \_\_\_\_\_.

5. Member's last known mailing address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Alternate Payee's current mailing address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

7. *[This paragraph should define the portion of the retirement benefits to be assigned to the alternate payee. The following are merely suggestions.]*

[(a) The marital property component of Member's retirement benefit equals:

(1) the Coverture Fraction multiplied by (2) the Member's retirement benefit on the effective date of Member's retirement calculated by using the Member's final average salary on mm/dd/yy (date of separation) instead of the Member's actual final average salary.

(b) The Coverture Fraction is a fraction with a value less than or equal to one. The numerator is the amount of Member's service, as defined by SERS, for the period of time from mm/dd/yy (date of marriage), to mm/dd/yy (date of separation). The denominator is the total amount of Member's service, as defined by SERS, on the effective date of Member's retirement.

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

OR

[The Alternate Payee's share of the member's retirement benefits is \$(dollar amount).]

OR

[Your method here]

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

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

a. If the last Nomination of Beneficiaries Form filed by Member prior to Member's death (a) predates any approved Domestic Relations Order incorporating this Stipulation and Agreement, and (b) names Alternate Payee as a beneficiary, then: (1) the terms of the Domestic Relations Order shall alone govern Alternate Payee's share of any death benefit, and (2) for purposes of paying the Balance via the last Nomination of Beneficiaries Form filed with the Retirement Board prior to Member's death, Alternate Payee shall be treated as if Alternate Payee predeceased Member. No portion of the Balance shall be payable to Alternate Payee's estate.

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

10. The term and amounts of Member's retirement benefits payable to the Alternate Payee after SERS approves a Domestic Relations Order incorporating this Stipulation and Agreement is dependent upon which option(s) is (are) selected by Member upon retirement. Member and Alternate Payee expressly agree that: *[pick one]*

(a) Member may select any retirement option offered by SERS under the Retirement Code at the time Member files an Application for Retirement Allowance with SERS.

OR

(b) Member shall select the following retirement option(s) upon filing an Application for Retirement Allowance with SERS<sup>4</sup>:

---

---

---

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

12. In the event of the death of Alternate Payee prior to receipt of all of her

---

<sup>4</sup>Retirement options are found at 71 Pa.C.S. Section 5705. An option commonly used with the coverture fraction is the joint and equitable distribution annuity, e.g.:

Special Option 4.—A joint and equitable distribution percent [or portion] (as defined in paragraph 7) annuity payable during the lifetime of the Member with an equitable distribution percent [or portion] (as defined in paragraph 7) of such annuity payable thereafter to his survivor annuitant, if living at his death, as set forth in 71 Pa.C.S. Section 5705(a)(4), or any succeeding statute.

The Member shall designate the Alternate Payee as his irrevocable survivor annuitant. The intent of this Special Option 4 selection is to maintain levelized payments to the Alternate Payee for her life in the event of Member's death after retirement. The Alternate Payee shall receive her equitable distribution percentage [or portion] of the annuity which is payable to the Member during his lifetime, so that she shall receive a percentage [or portion] of the Member's check during his lifetime and the same amount, all other things being equal, if he predeceases her after retirement. The Alternate Payee acknowledges that if the Alternate Payee predeceases the Member after retirement then under this Special Option 4 selection no benefits are payable to the Alternate Payee's estate. The Alternate Payee may not exercise any right, privilege or option offered by SERS. SERS shall issue individual tax forms to the Member and the Alternate Payee for amounts paid to each person.

payments payable to her from SERS under this Order, any death benefit or retirement benefit payable to Alternate Payee by SERS shall: **[pick one]**

(a) Be paid to Alternate Payee's Estate to the extent of Alternate Payee's equitable distribution portion of Member's retirement benefit as set forth in Paragraphs Seven through Nine.

**OR**

(b) Revert to Member.

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

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

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

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

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

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

17. Upon entry as a Domestic Relations Order, a certified copy of the Domestic Relations Order and this Stipulation and Agreement and any attendant documents shall be served upon SERS immediately. The Domestic Relations Order shall take effect immediately upon SERS approval and SERS approval of any attendant documents and then shall remain in effect until further Order of Court.

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

\_\_\_\_\_  
Plaintiff/Member

\_\_\_\_\_  
Attorney for Plaintiff/Member

\_\_\_\_\_  
Defendant/Alternate Payee

\_\_\_\_\_  
Attorney for Defendant/Alternate Payee



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12789

ORDONEZ, NANCY L.

02-1097-CD

VS.

ORDONEZ, VASCO A.

COMPLAINT

SHERIFF RETURNS

NOW JULY 22, 2002 AT 10:30 AM DST SERVED THE WITHIN COMPLAINT ON  
VASCO A. ORDONEZ, DEFENDANT AT RESIDENCE, PO BOX 495, HYDE,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARLENE ORDONEZ,  
WIFE A TRUE AND ATTESTED COPY O THE ORIGINAL COMPLAINT AND MADE  
KNOWN TO HER THE CONTENT THEREOF.  
SERVED BY: RYEN

Return Costs

Cost	Description
20.97	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

29 Day Of August 2002  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins  
Chester A. Hawkins  
Chester A. Hawkins  
Sheriff

FILED

WAS  
AUG 29 2002  
0/9:03 BA  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION -02-1097-CD

NANCY L. ORDONEZ, PLAINTIFF

VS.

VASCO A. ORDONEZ, DEFENDANT

DEFENDANT'S ANSWER TO MOTION FOR  
SUMMARY JUDGMENT

FILED

0/10/18  
OCT 01 2002

William A. Shaw  
Prothonotary

BELL, SILBERBLATT & WOOD  
ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

1cc  
Atty Wood  
Keb

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

NANCY L. ORDONEZ,

Plaintiff

VS.

VASCO A. ORDONEZ,

Defendant

:  
: NO. 02-1097-CD  
:  
: Type of Case:  
:  
: Type of Pleading:  
:  
: DEFENDANT'S ANSWER TO MOTION  
: FOR SUMMARY JUDGMENT  
:  
: Filed on Behalf of:  
: Vasco A. Ordonez, Defendant  
:  
: Counsel of Record for this Party:  
:  
: Ann B. Wood, Esquire  
:  
: Supreme Court No. 23364  
:  
: Bell, Silberblatt & Wood  
: 318 East Locust Street  
: P.O. Box 670  
: Clearfield, PA 16830  
:  
: (814) 765-5537  
:  
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:

FILED

OCT 01 2002

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.  
CIVIL DIVISION

NANCY L. ORDONEZ,	:	
	:	
Plaintiff	:	No.02-1097-CD
	:	
vs.	:	
	:	
VASCO A. ORDONEZ,	:	
	:	
Defendant	:	
	:	

**DEFENDANT'S ANSWER TO MOTION FOR**  
**SUMMARY JUDGMENT**

Defendant, VASCO A. ORDONEZ, by his attorney, Ann B. Wood, Esquire, and files the following Answer to the Plaintiff's Motion For Summary Judgment as follows:

1. Paragraph 1 of the Motion is admitted insofar as the copy of the Plaintiff's Complaint was attached; however, it is denied that the Defendant refused to sign a QDRO as required as the Parties have been unable to agree on specific selection of terminology for the QDRO.

2. Paragraph 2 of the Motion is admitted.

3. Paragraph 3 of the Motion is admitted.

4. Paragraph 4 of the Motion is admitted.

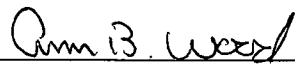
5. Paragraph 5 of the Motion is denied as stated and on the contrary, it is averred that the Defendant, in his Answer to

the contrary, it is averred that the Defendant, in his Answer to Plaintiff's Complaint, avers that the documentation necessary to secure a QDRO acceptable to the State Retirement System is to be based upon the form provided by the State Retirement System and that the Parties have been unable to agree upon the Retirement Option Paragraph of the QDRO differing as to the selection of the alternate approved selections available on the State draft form.

6. Paragraph 6 of the Motion is denied as stated and on the contrary, it is averred that there is a genuine issue of material fact, as the Defendant did not, pursuant to the Marital Settlement Agreement, give up his right to select the retirement option available to him at the time of his retirement, but guaranteed the Wife to receive one-half ( $\frac{1}{2}$ ) of any retirement to which he is entitled and this is consistent with the Defendant's selected option under Paragraph 10(a) of the draft form from the State Retirement System, whereas, the Plaintiff/Spouse in her draft QDRO selected the option available under Paragraph 10(b) of the draft form of the State Retirement System QDRO; thereby creating the issue as to whether the Defendant, who, by agreeing to provide her with one-half ( $\frac{1}{2}$ ) of his retirement, created a right in her in selecting the form of that retirement.

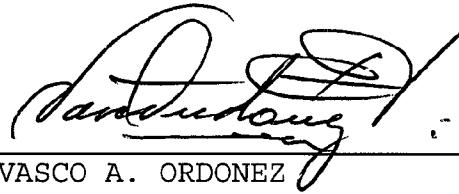
WHEREFORE, the Defendant, VASCO A. ORDONEZ, respectfully requests that the Honorable Court deny Plaintiff's Motion For Summary Judgment and rule in favor of the Defendant.

BELL, SILBERBLATT & WOOD  
BY:

  
\_\_\_\_\_  
Ann B. Wood, Esquire  
Attorney for Defendant,  
Vasco A. Ordonez

VERIFICATION

I, VASCO A. ORDONEZ, state that the within statements in the foregoing DEFENDANT'S ANSWER TO MOTION FOR SUMMARY JUDGMENT 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.A., Section 4904, relating to unsworn falsifications to authorities.

A handwritten signature in cursive script, appearing to read "Vasco A. Ordonez", is written over a horizontal line.

VASCO A. ORDONEZ

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

NANCY L. ORDONEZ, :  
 :  
Plaintiff : No.02-1097-CD  
 :  
vs. :  
 :  
VASCO A. ORDONEZ, :  
 :  
Defendant :  
 :

CERTIFICATE OF SERVICE

I hereby certify that Certified Copy of DEFENDANT'S  
ANSWER TO MOTION FOR SUMMARY JUDGMENT with reference to the above  
captioned matter has been served upon the attorney for Plaintiff by  
mailing a true and correct copy of same to him by United States  
First Class Mail, postage prepaid, addressed as follows on  
October 1, 2002 :

James A. Naddeo, Esquire  
JAMES A. NADDEO & ASSOCIATES  
211½ East Locust Street  
Marino Building  
P.O. Box 552  
Clearfield, Pennsylvania 16830

BELL, SILBERBLATT & WOOD  
By:

Ann B. Wood  
Ann B. Wood, Esquire  
Attorney for Vasco A. Ordonez,  
Defendant

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

NANCY L. ORDONEZ

vs.

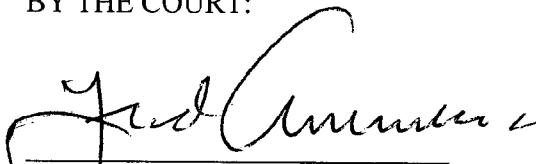
VASCO A. ORDONEZ

:  
:  
: No. 02-1097-CD  
:  
:

**ORDER**

AND NOW, this 1 day of October, 2002, it is the ORDER of the Court that argument on Plaintiff's Motion for Summary Judgment in the above matter has been scheduled for **Wednesday, October 30, 2002 at 2:00 P.M.** in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
Judge

**FILED**

OCT 04 2002

William A. Shaw  
Prothonotary



FILED

OCT 10 17 2002

William A. Shaw  
Prothonotary

1 cc Atty Noddeo

1 cc Atty Wood

*[Signature]*

FILED No CC  
06/30/07 One  
JUL 09 2007 Cert. of Disc.  
to Amy  
William A. Shaw  
Prothonotary/Clerk of Courts

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

NANCY L. ORDONEZ  
Plaintiff

Vs.

VASCO A. ORDONEZ  
Defendant

Case No. 02-1097-CD

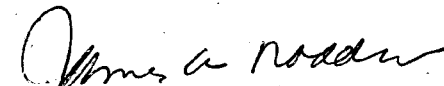
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\*

Praecipe to Discontinue

To the Prothonotary:

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

07/09/07  
Date

  
Filed by: James A. Naddeo, Esquire  
Attorney for Plaintiff

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

NANCY L. ORDONEZ,  
Plaintiff,

v.

VASCO A. ORDONEZ,  
Defendant.

\*  
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\*  
\*  
\*

No. 02 - 1097 - CD

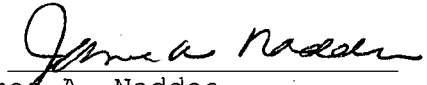
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of Praecipe to Discontinue was served on the  
following and in the following manner on the 9<sup>th</sup> day of July,  
2007:

First-Class Mail, Postage Prepaid

Ann B. Wood, Esquire  
Bell, Silberblatt & Wood  
318 East Locust Street  
PO Box 670  
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By   
James A. Naddeo  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Nancy L. Ordonez

Vs.

No. 2002-01097-CD

Vasco A. Ordonez

CERTIFICATE OF DISCONTINUATION

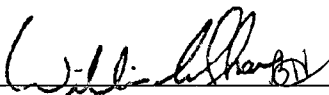
Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 9, 2007, marked:

Settled, Discontinued, and Ended

Record costs in the sum of \$80.00 have been paid in full by James A. Naddeo, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 9th day of July A.D. 2007.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary