

03-1845-CD
ANDREW G. MYERS, vs. SUSAN M. MYERS.

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:

No. 03-1845-CD

COMPLAINT IN DIVORCE

Filed on behalf of

Plaintiff

Counsel of Record for
this Party:

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

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

No minor children to this marriage.

FILED

DEC 16 2003

William A. Shaw
Prothonotary

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:

No.

NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in Court for

<input checked="" type="checkbox"/>	Divorce	<input type="checkbox"/>	Annulment of Marriage
<input type="checkbox"/>	Support	<input type="checkbox"/>	Custody and Visitation
<input checked="" type="checkbox"/>	Division of Property	<input type="checkbox"/>	Alimony
<input type="checkbox"/>	Temporary Alimony	<input type="checkbox"/>	Attorneys Fees
<input type="checkbox"/>	Costs		

If you wish to defend against the claims set forth in the following pages, you must take prompt action. You are warned that if you fail to do so, the case may proceed without you and a decree in divorce or annulment may be entered against you by the Court. A judgment may also be entered against you for any other claim or relief requested in these papers by the Plaintiff. You may lose money or property rights important to you, including custody or visitation of your children.

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

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, DIVISION OF PROPERTY, LAWYER'S FEES OR EXPENSES BEFORE A DIVORCE OR ANNULMENT IS GRANTED, YOU MAY LOSE THE RIGHT TO CLAIM ANY OF THEM.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 1300

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:

No.

DIVORCE UNDER SECTIONS 3301(C)
AND 3301(D) OF THE DIVORCE CODE

COUNT I – DIVORCE

NOW COMES, the Plaintiff, ANDREW G. MYERS, by and through his attorneys, Belin & Kubista, and sets forth the following Complaint in Divorce and would aver as follows:

1. That Plaintiff is Andrew G. Myers, an adult individual, currently residing at 312 10th Street, Philipsburg, Centre County, Pennsylvania, since October 2003.
2. That Defendant is Susan M. Myers, an adult individual, currently residing at 615 Ida Street, Philipsburg, Clearfield County, Pennsylvania, since January 1994.
3. That Plaintiff and Defendant have been bona fide residents in the Commonwealth for at least six months immediately previous to the filing of this Complaint.
4. That the Plaintiff and Defendant were married on May 4, 1991 in Hawk Run, Clearfield County, Pennsylvania.
5. That there were no previous actions in divorce filed by either party.
6. The marriage is irretrievably broken.

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

WHEREFORE, Plaintiff requests Your Honorable Court to enter a Decree in Divorce, divorcing Plaintiff and Defendant absolutely.

COUNT II – DIVORCE UNDER 3301(D)

8. Paragraphs one through seven of this Complaint are incorporated herein by reference as though set forth in full.

9. The parties have lived separate and apart for a period in excess of two (2) years in accordance with Section 3301(d) of the Divorce Code.

WHEREFORE, Plaintiff requests Your Honorable Court to enter a Decree in Divorce, divorcing Plaintiff and Defendant absolutely.

COUNT III – EQUITABLE DISTRIBUTION

10. Paragraphs one through nine of this Complaint are incorporated herein by reference and made a party hereof as though set forth in full.

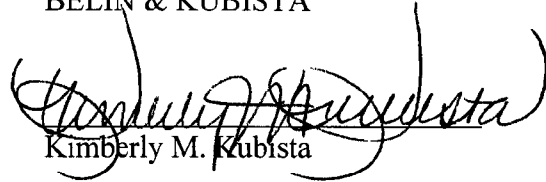
11. Plaintiff and Defendant have legally and beneficially acquired property both real and personal during their marriage from May 4, 1991 through October 28, 2003.

12. Plaintiff and Defendant have been unable to agree to an equitable division of said property to the date of the filing of this Complaint.

13. That an Inventory and Appraisement of all property owned or possessed by Plaintiff will be supplied in accordance with the Divorce Code.

WHEREFORE, Plaintiff requests Your Honorable Court to equitably divide all marital property.

BELIN & KUBISTA

A handwritten signature in black ink, appearing to read "Kimberly M. Kubista", is written over the printed name. The signature is stylized with large, flowing loops.

Kimberly M. Kubista

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

12 Dec. 03
Date

Andrew G. Myers
Andrew G. Myers

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

FILED

DEC 16 2003

William A. Shaw
Prothonotary

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:

No. 03-1845-CD

CERTIFICATE OF SERVICE

File on behalf of

Plaintiff

Counsel of Record for
this Party:

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

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

FILED

DEC 22 2003

V.

FILED

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

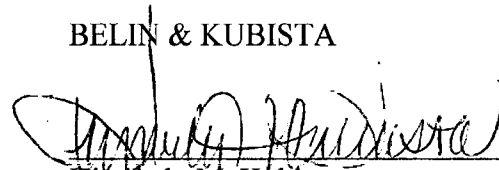
No. 03-1845-CD

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Complaint in Divorce in the above captioned matter by certified mail, restricted delivery on the 18th day of December, 2003 to the following:

Susan M. Myers
615 Ida Street
Philipsburg, PA 16866

BELIN & KUBISTA


Kimberly M. Kubista
Attorney for Plaintiff

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Susan M. Myers
615 Ida Street
Philipsburg, PA 16866

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Susan M. Myers ☐ Agent ☒ Addressee

B. Received by (Printed Name)

SUSAN M. MYERS

C. Date of Delivery

12-18-03

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☒ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes

2. Article Number
(Transit)

7001 2510 0002 6639 6248

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

FILED 10
DEC 22 2003
DEC 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ANDREW G. MYERS,
PLAINTIFF

VS.

SUSAN M. MYERS,
DEFENDANT

: CIVIL DIVISION
:
: IN DIVORCE
: No. 03-1845-CD
:
: PRAECIPE FOR ENTRY OF APPEARANCE;
: CERTIFICATE OF SERVICE
:
: FILED ON BEHALF OF:
: DEFENDANT-SUSAN M. MYERS
:
: COUNSEL OF RECORD FOR THIS PARTY:
: WINIFRED H. JONES-WENGER, ESQ.
: ID #23751
: 333 LAUREL STREET/P.O. BOX 469
: PHILIPSBURG, PA 16866
: (814) 342-4330
:
: COUNSEL OF RECORD FOR PLAINTIFF:
: KIMBERLY M. KUBISTA, ESQ.
: ID #52782
: BELIN & KUBISTA
: 15 NORTH FRONT STREET/P.O. BOX 1
: CLEARFIELD, PA 16830
: (814) 765-8972

FILED

MAY 27 2004

William A. Shaw
Prothonotary

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

ANDREW G. MYERS,
PLAINTIFF

VS.

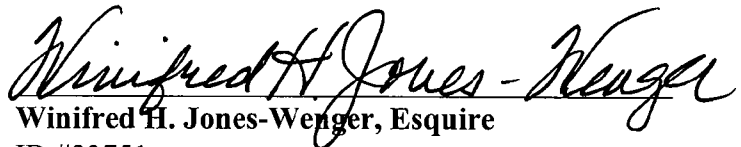
SUSAN M. MYERS,
DEFENDANT

:
:
:
: No. 03-1845-CD
:
:
:

PRAECIPE

TO: WILLIAM A. SHAW, PROTHONOTARY

Please enter my appearance as attorney of record for the Defendant, Susan M. Myers, in the above-captioned case.


Winifred H. Jones-Wenger, Esquire

ID #23751

333 Laurel Street

P.O. Box 469

Philipsburg, PA 16866

(814) 342-4330

Dated: May 26, 2004

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

ANDREW G. MYERS,
PLAINTIFF

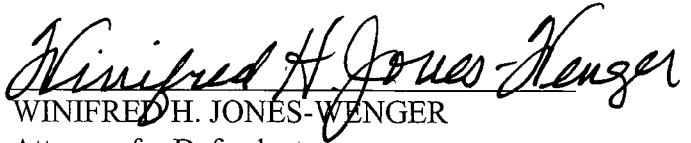
VS.

SUSAN M. MYERS,
DEFENDANT

:
:
:
: No. 03-1845-CD
:
:
:

CERTIFICATE OF SERVICE

I, Winifred H. Jones-Wenger, the undersigned, certify that I did serve a copy of the Praecipe for Entry of Appearance, concerning the above-captioned case, on Kimberly M. Kubista, Esquire, Attorney of Record for Plaintiff, at her place of business at BELIN & KUBISTA, 15 North Front Street, P.O. Box 1, Clearfield, Pennsylvania 16830 by depositing same with the U.S. Postal Service on May 26, 2004, for delivery by U.S. mail, first class, postage prepaid.


WINIFRED H. JONES-WENGER
Attorney for Defendant

Dated: May 26, 2004

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ANDREW G. MYERS, : CIVIL DIVISION
PLAINTIFF/RESPONDENT :
VS. : IN DIVORCE
 : No. 03-1845-CD
 :
SUSAN M. MYERS, : PETITION FOR SPECIAL RELIEF
DEFENDANT/PETITIONER :
 :
 : FILED ON BEHALF OF:
 : DEFENDANT/PETITIONER
 : SUSAN M. MYERS
 :
 : COUNSEL OF RECORD FOR THIS PARTY:
 : WINIFRED H. JONES-WENGER, ESQ.
 : ID #23751
 : 333 LAUREL STREET/P.O. BOX 469
 : PHILIPSBURG, PA 16866
 : (814) 342-4330
 :
 : COUNSEL OF RECORD FOR PLAINTFF:
 : KIMBERLY M. KUBISTA, ESQ.
 : ID #52782
 : BELIN & KUBISTA
 : 15 NORTH FRONT STREET/P.O. BOX 1
 : CLEARFIELD, PA 16830
 : (814) 765-8972

FILED

JUN 09 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

ANDREW G. MYERS,	:
Plaintiff/Respondent	:
	:
VS.	: No. 03-1845-CD
	:
SUSAN M. MYERS,	:
Defendant/Petitioner	:

PETITION FOR SPECIAL RELIEF
PURSUANT TO PA. R.C.P. 1920.43

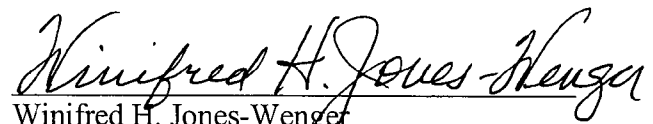
NOW COMES your Petitioner by and through her attorney, Winifred H. Jones-Wenger, and files the following Petition for Special Relief pursuant to PA. R.C.P. 1920.43 and in support thereof sets forth as follows:

1. Your Petitioner is Susan M. Myers, Defendant in the above-captioned divorce action.
2. The Respondent is Andrew G. Myers, Plaintiff in the action.
3. One of the major assets of the marriage is Plaintiff's pension resulting from his employment with the Pennsylvania Department of Transportation, as administered by the Pennsylvania Employee Retirement System, a portion of which Defendant would be entitled to pursuant to equitable distribution.
4. Petitioner has reason to believe that Respondent has changed or attempted to change the beneficiary designation on such pension plan. Attached hereto as Exhibit "A" is a Beneficiary Nomination form in which Respondent has changed the beneficiary from Petitioner to his sister.

5. If Respondent would die prior to the equitable distribution of marital property, Petitioner would be denied any pension benefits which might otherwise be distributed to her as marital property.

6. Petitioner is uncertain whether Respondent has changed the beneficiary designation on any other accounts, including life insurance, and has no means to ascertain the same.

WHEREFORE, Petitioner prays that the Court enter an Order directing Respondent to immediately change the beneficiary designation on all accounts, including his retirement account through Pennsylvania Employee Retirement System, to Petitioner and further enjoining Respondent from making any further changes pending resolution of equitable distribution between the parties.


Winifred H. Jones-Wenger
Attorney for Petitioner/Defendant

Dated: 06-07-04

VERIFICATION

The undersigned, Susan M. Myers, Petitioner, verifies that the statements made in the foregoing Petition are true and correct to the best of her knowledge, information and belief. The undersigned understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.



Susan M. Myers

Date: 6-7-04



COMMONWEALTH OF PENNSYLVANIA
STATE EMPLOYEES' RETIREMENT SYSTEM
30 NORTH THIRD STREET - P.O. BOX 1147
HARRISBURG, PENNSYLVANIA 17108-1147
TOLLFREE: 1-800-633-5461
www.sers.state.pa.us



◆ ACTIVE/VESTED MEMBER BENEFICIARY NOMINATION ◆

NAME	FIRST	MIDDLE	LAST	MEMBER'S SSN:
NAME	ANDREW	GEORGE	MYERS	182 - 38 - 270
STREET				
ADDRESS	615 IDA ST.			
City, State, Zip	PHILIPSBURG, PA. 16866			

PART A - PRINCIPAL BENEFICIARY(IES)

In the event of my death any remaining balance of my account and outstanding payments due me shall be paid as designated below.

☒ Pay to one person, estate or trust

☐ Pay to more than one person absolutely

☐ Pay to more than one person, estate or trust in equal shares with rights to survivors

☐ Distribute in designated percentages as shown

Percent	Full Name	Birth Date	Address (street address, city, state, zip code)
100%	SUSAN ZELENSKY	6-21-59	101 9th ST Philipsburg, PA 16866
Total must equal 100 %			

PART B CONTINGENT BENEFICIARY(IES)

In the event of the death of all my principal beneficiaries, any remaining balance account and outstanding payments due me shall be paid as designated below.

Percent	Full Name	Birth Date	Address (street address, city, state, zip code)
Total must equal 100 %			

PART C - GUARDIAN(S)

REQUIRED FOR ANY BENEFICIARY OR DESIGNATED SURVIVOR UNDER 18 YEARS OF AGE

Guardian's Full Name	Address (street, city, state, zip code)	Name of Beneficiary

PART D - CERTIFICATION

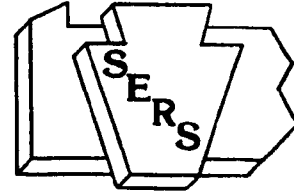
TWO INDIVIDUALS MUST WITNESS YOUR SIGNATURE

Member Signature <i>Andrew George Myers</i>	Date 23 JAN. 04	Telephone Number(s) (814) 342-2305
Witness Signature <i>Shirley A. Mandell</i>	Witness Signature <i>Nancy J. Shields</i>	SERS-402 (4/2002)
Address (street, city, state, zip code) 301 Eleventh Street Philipsburg, PA 16866	Address (street, city, state, zip code) 139 Red Lane, Pleasant Gap, Pa 14823	





COMMONWEALTH OF PENNSYLVANIA
STATE EMPLOYEES' RETIREMENT SYSTEM
SUITE AA
2525 GREEN TECH DRIVE
STATE COLLEGE, PA 16803
TELEPHONE: 814-863-6505
TOLL FREE: 1-800-633-5461
FAX: 814-863-6530



PER YOUR RECENT REQUEST, PLEASE FOLLOW THE INSTRUCTIONS MARKED BELOW:

_____ Complete Part I of the **Authorization for Direct Deposit of Annuity Payments Form** and have your financial institution complete Part II. If you are stopping your direct deposit, there is no need for your financial institution to complete Part II. ***Please see attachment.**

_____ Complete the enclosed **Change of Address Form**. Please allow four to six weeks for the change to take place on your account.

✓ _____ Complete the **Nomination of Beneficiary(ies) Form**. This is a Legal Document. No errors, write-overs, or white-outs are permitted. This form requires (2) witnesses to your signature, neither of whom can be a named beneficiary or guardian. Also, make sure that you **SIGN AND DATE** the form at the bottom. Your acknowledged copy will be forwarded to you for your records.

_____ Complete the **Retiree Change Form (REHP)**. Fill in the appropriate spaces. Return all copies (DO NOT DETACH).

_____ Complete the **Student Dependent Certification Form**. Please provide all the information requested to have your dependent placed on your medical coverage card through PEBTF.

_____ Complete the **W-4P Withholding Certificate for Pension or Annuity Payments Form**. Refer to the instructions on the form for assistance. Please include a daytime phone number where you can be reached if we have any questions.

FOR ANY FORMS THAT HAVE MORE THAN ONE (1) PAGE, DO NOT DETACH. PLEASE RETURN ALL COPIES IN THE ENCLOSED SELF-ADDRESSED ENVELOPE AS SOON AS POSSIBLE. SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL OUR OFFICE AT THE PHONE NUMBER LISTED ABOVE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ANDREW G. MYERS, : CIVIL DIVISION
PLAINTIFF/RESPONDENT :
VS. : IN DIVORCE
 : No. 03-1845-CD
 :
SUSAN M. MYERS, : RULE RETURNABLE-HEARING
DEFENDANT/PETITIONER: PETITION FOR SPECIAL RELIEF
 :
 : FILED ON BEHALF OF:
 : DEFENDANT/PETITIONER
 : SUSAN M. MYERS
 :
 : COUNSEL OF RECORD FOR THIS PARTY:
 : WINIFRED H. JONES-WENGER, ESQ.
 : ID #23751
 : 333 LAUREL STREET/P.O. BOX 469
 : PHILIPSBURG, PA 16866
 : (814) 342-4330
 :
 : COUNSEL OF RECORD FOR PLAINTFF:
 : KIMBERLY M. KUBISTA, ESQ.
 : ID #52782
 : BELIN & KUBISTA
 : 15 NORTH FRONT STREET/P.O. BOX 1
 : CLEARFIELD, PA 16830
 : (814) 765-8972

FILED

JUN 15 2004

William A Shaw
Prothonotary/Clerk of Courts

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

ANDREW G. MYERS, :
Plaintiff/Respondent :
vs. : No. 03-1845-CD
: IN DIVORCE
SUSAN M. MYERS, :
Defendant/Petitioner :

RULE RETURNABLE

AND NOW, this 10th day of June, 2004, upon consideration of the attached Petition for Special Relief Pursuant to PA. R.C.P. 1920.43 filed on behalf of Defendant/Petitioner, Susan M. Myers, it is hereby ORDERED and DIRECTED that a Rule be issued to show cause why the Petition of the Defendant/Petitioner should not be granted.

Rule Returnable with a Hearing thereon the 2 day of July, 2004, at 11.00 o'clock A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

Paul E. Cherry
JUDGE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ANDREW G. MYERS, : CIVIL DIVISION
PLAINTIFF/RESPONDENT :
VS. : IN DIVORCE
 : No. 03-1845-CD
 :
SUSAN M. MYERS, : CERTIFICATE OF SERVICE/RE:
DEFENDANT/PETITIONER: PETITION FOR SPECIAL RELIEF;
 : RULE RETURNABLE-HEARING
 :
 : FILED ON BEHALF OF:
 : DEFENDANT/PETITIONER
 : SUSAN M. MYERS
 :
 : COUNSEL OF RECORD FOR THIS PARTY:
 : WINIFRED H. JONES-WENGER, ESQ.
 : ID #23751
 : 333 LAUREL STREET/P.O. BOX 469
 : PHILIPSBURG, PA 16866
 : (814) 342-4330
 :
 : COUNSEL OF RECORD FOR PLAINTIFF/
 : RESPONDENT:
 : KIMBERLY M. KUBISTA, ESQ.
 : ID #52782
 : BELIN & KUBISTA
 : 15 NORTH FRONT STREET/P.O. BOX 1
 : CLEARFIELD, PA 16830
 : (814) 765-8972

FILED

JUN 18 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

ANDREW G. MYERS,
PLAINTIFF

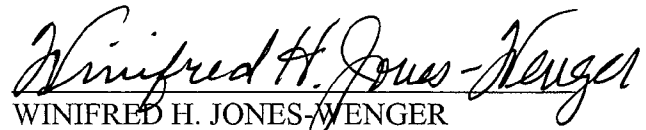
VS.

SUSAN M. MYERS,
DEFENDANT

:
:
:
: No. 03-1845-CD
:
:
:

CERTIFICATE OF SERVICE

I, Winifred H. Jones-Wenger, the undersigned, certify that I did serve a certified copy of the Petition for Special Relief with the accompanying Rule Returnable, concerning the above-captioned case, on Kimberly M. Kubista, Esquire, Attorney of Record for Plaintiff, at her place of business at BELIN & KUBISTA, 15 North Front Street, P.O. Box 1, Clearfield, Pennsylvania 16830 by depositing same with the U.S. Postal Service on June 17, 2004, for delivery by U.S. mail, first class, postage prepaid.


WINIFRED H. JONES-WENGER
Attorney for Defendant

Dated: June 17, 2004

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:

No. 03-1845-CD

ANSWER TO PETITION

File on behalf of

Plaintiff

Counsel of Record for
this Party:

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

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

FILED 

JUN 28 2004

9/10:55/1
William A. Shaw

Prothonotary/Clerk of Courts

no c/c

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:

No. 03-1845-CD

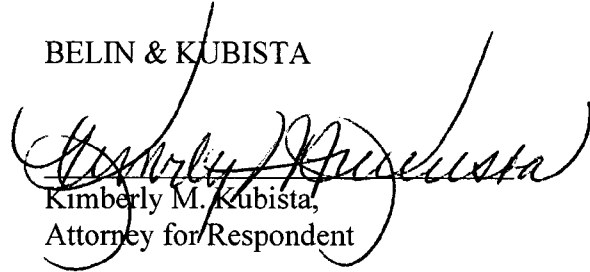
ANSWER TO PETITION

NOW COMES the Respondent, ANDREW G. MYERS, by and through his attorneys, Belin & Kubista, and sets forth the following Answer to Petition, and in support thereof would aver as follows:

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is admitted. In further answer thereto, the majority of the pension is non-marital as Respondent has worked for the Department of Transportation for a period of approximately thirty (30) years and has only been married to the Petitioner for thirteen (13) years.
4. Paragraph 4 is admitted that Respondent did change the beneficiary designation as he was not aware that he could not change the beneficiary designation but agrees to change the beneficiary designation back to Petitioner as to the marital portion of the pension.
5. Paragraph 5 states a conclusion of law to which no answer is required.
6. Paragraph 6 is neither admitted nor denied in that after reasonable investigation, Respondent is without sufficient knowledge or information to form a belief to this averment.

WHEREFORE, Respondent is in agreement with the Court entering an Order directing both parties to maintain their beneficiary designation of all retirement accounts as to the marital portion of the same, life insurance policies or any other type of marital property which designates a beneficiary.

BELIN & KUBISTA

A handwritten signature in cursive script, appearing to read "Kimberly M. Kubista", is written over the printed name and title. The signature is fluid and stylized, with a large loop at the end.

Kimberly M. Kubista,
Attorney for Respondent

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

24 JUNE 04
Date

Andrew G. Myers
Andrew G. Myers

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:

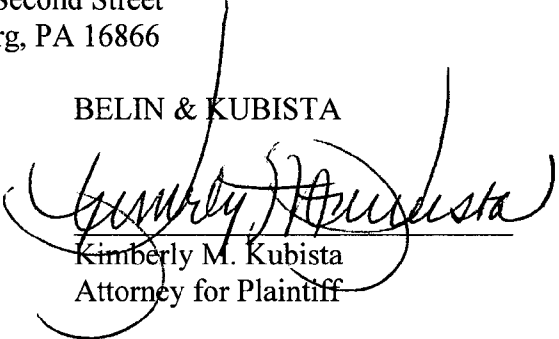
No. 03-1845-CD

CERTIFICATE OF SERVICE

This is to certify that I have served a true and correct copy of Answer to Petition
in the above captioned matter by certified mail, restricted delivery on the 25th day of June,
2004 to the following:

Winifred Jones-Wenger
20 North Second Street
Philipsburg, PA 16866

BELIN & KUBISTA


Kimberly M. Kubista
Attorney for Plaintiff

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

FILED

JUN 28 2004

William A. Shaw
Prothonotary/Clerk of Courts

CA

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

ANDREW G. MYERS

V.

SUSAN M. MYERS

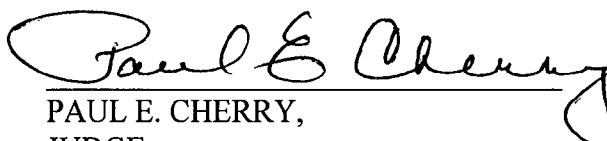
:
:
:
:
:

NO. 03-1845-CD

ORDER

AND NOW, this 2nd day of July, 2004, the Court having been advised by Winifred H. Jones-Wenger, Esquire, attorney for Defendant, that the parties have reached an agreement with regard to the Defendant's Petition for Special Relief and that hearing is no longer necessary, it is the ORDER of the Court that the hearing scheduled for July 2, 2004, at 11:00 a.m. be and is hereby cancelled. It is the further ORDER of this Court that counsel shall submit to the Court a signed Stipulation within ten (10) days of this date.

BY THE COURT,


PAUL E. CHERRY,
JUDGE

FILED

JUL 02 2004

William A. Shaw
Prothonotary/Clerk of Courts

CA

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

No. 03-1845-CD

FILED

JUL 12 2004

STIPULATION
AND ORDER

William A. Shaw
Prothonotary

NOW THIS 12th day of July, 2004, upon Stipulation of the parties, it is
hereby ORDERED and DECREED as follows:

1. That neither party shall dissipate nor shall they change beneficiaries of their marital assets including any retirement benefits consisting of but not limited to State Employee Pensions, 401(k) accounts, Keogh accounts, IRA accounts as well as to any insurance policies. All assets shall remain with the parties spouse listed as beneficiary and will remain as such pending the conclusion of the equitable distribution proceedings. To the extent that either party has made any changes in the past that violate the intent of this Order, he or she shall immediately (within five (5) days hereof) effect a change to become in compliance with this Order.

2. That both parties shall provide the other with proof of the beneficiary designations of the marital assets within thirty (30) days from the date of this Order.

3. That both parties shall provide this Order to any life insurance company, pension coordinator or plan administrator of any marital assets covered by this Order to assure that said entity is aware of the obligation of both parties to maintain their spouse as beneficiary.

4. Should either party question or request information as to designation of

the beneficiary, then that party shall provide the requested information.

BY THE COURT

Paul E Cherry
Judge

We hereby agree to the above set forth Stipulation.

Kimberly M. Subista
Kimberly M. Subista

Winifred H Jones-Wenger
Winifred Jones-Wenger

Andrew G. Myers
Andrew G. Myers

Susan M. Myers
Susan M. Myers

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:

No. 03-1845-CD

PRAECIPE TO TRANSMIT THE
RECORD, AFFIDAVITS OF CONSENT
AND WAIVERS OF NOTICE OF
INTENTION

Filed on behalf of

Plaintiff

Counsel of Record for
this Party:

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

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

FILED ^{NO} ^{CC}
01/31/05
DEC 05 2005
William A. Shaw
Prothonotary/Clerk of Courts

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:

No. 03-1845-CD

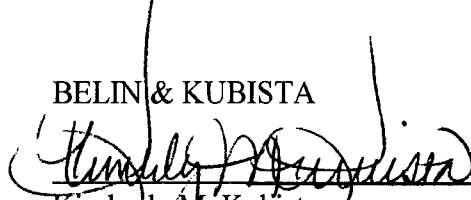
PRAECIPE TO TRANSMIT RECORD

TO THE PROTHONOTARY:

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

1. Ground for divorce: irretrievable breakdown under Section 3301(c) or (d) of the
Divorce Code.
2. A Complaint under Sections 3301(c) and (d) was filed on December 16, 2003 and
Defendant was served with the same at 615 Ida Street, Philipsburg, Pennsylvania 16866 by certified
mail, restricted delivery on the 18th day of December, 2003.
3. That Affidavits of Consent and Waivers of Notice of Intention to said
Divorce have been executed by Plaintiff on November 28, 2005 and by Defendant on November
30, 2005, which said Affidavits and Waivers are attached hereto as Exhibits "A", "B", "C" and
Exhibit "D", respectively.

4. Related claims pending: None.

BELIN & KUBISTA

Kimberly M. Kubista
Attorney for Plaintiff

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:

No. 03-1845-CD

AFFIDAVIT OF CONSENT UNDER SECTION 3301(c)

1. A complaint in divorce under Section 3301(c) of the Divorce Code was filed on December 16, 2003.

2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety days have elapsed from the date of the filing of the complaint.

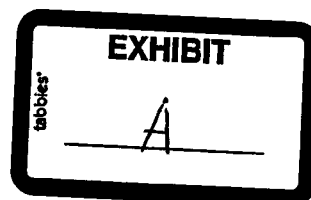
3. I consent to the entry of a final decree of divorce after service of notice of intention to request entry of the decree.

4. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.

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

Date: 28 Nov. 05

Andrew G. Myers
Andrew G. Myers



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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:

No. 03-1845-CD

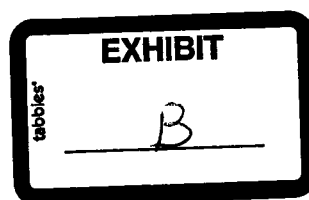
WAIVER OF NOTICE OF INTENTION TO REQUEST
ENTRY OF A DIVORCE DECREE UNDER
SECTION 3301(C) OF THE DIVORCE CODE

1. I consent to the entry of a final decree of divorce without notice.
2. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.
3. I understand that I will not be divorced until a divorce decree is entered by the Court and that a copy of the decree will be sent to me immediately after it is filed with the prothonotary.

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

Date: 28 NOV. 05

Andrew G. Myers
Andrew G. Myers



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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:

No. 03-1845-CD

AFFIDAVIT OF CONSENT UNDER SECTION 3301(c)

1. A complaint in divorce under Section 3301(c) of the Divorce Code was filed on December 16, 2003.

2. The marriage of Plaintiff and Defendant is irretrievably broken and ninety days have elapsed from the date of the filing of the complaint.

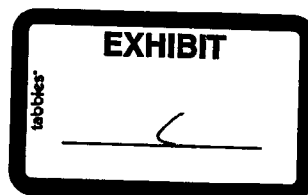
3. I consent to the entry of a final decree of divorce after service of notice of intention to request entry of the decree.

4. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.

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

Date: 11-30-05

Susan M. Myers
Susan M. Myers



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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:

No. 03-1845-CD

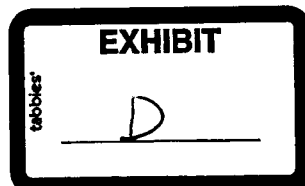
WAIVER OF NOTICE OF INTENTION TO REQUEST
ENTRY OF A DIVORCE DECREE UNDER
SECTION 3301(C) OF THE DIVORCE CODE

1. I consent to the entry of a final decree of divorce without notice.
2. I understand that I may lose rights concerning alimony, division of property, lawyer's fees or expenses if I do not claim them before a divorce is granted.
3. I understand that I will not be divorced until a divorce decree is entered by the Court and that a copy of the decree will be sent to me immediately after it is filed with the prothonotary.

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

Date: 11-30-05

Susan M. Myers
Susan M. Myers



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

CA

FILED

DEC 05 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:

No. 03-1845-CD

DIVORCE DECREE

Filed on behalf of

Plaintiff

Counsel of Record for
this Party:

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

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

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:
:

No. 03-1845-CD

DIVORCE DECREE

AND NOW, this 6th day of December, 2005, it is ORDERED and
DECREED that ANDREW G. MYERS, Plaintiff and SUSAN M. MYERS, Defendant are divorced
from the bonds of matrimony. A Post Nuptial Agreement dated November 28, 2005 is incorporated
herein by reference as though set forth in full.

BY THE COURT,

Paul E. Cherry
Judge

POST NUPTIAL AGREEMENT

03-1845 CD

AGREEMENT made this 28th day of November, 2005, by and between ANDREW G. MYERS of 615 Ida Street, Philipsburg, Pennsylvania 16866, party of the first part hereinafter referred to as "Husband"

AND

SUSAN M. MYERS of 1148 Willow Drive, Clearfield, Pennsylvania 16830, party of the second part hereinafter referred to as "Wife".

WITNESSETH

WHEREAS, the parties hereto are Husband and Wife, having been married on May 4, 1991 in Hawk Run, Clearfield County, Pennsylvania.

WHEREAS, diverse unhappy differences, disputes and difficulties have arisen between the parties and it is the intention of Husband and Wife to live separate and apart for the rest of their natural lives, and the parties hereto are desirous of settling fully and finally their respective financial and property rights and obligations as between each other including, without limitation by specification: the settling of all matters between them relating to the ownership and equitable distribution of real and personal property; the settling of all matters between them relating to the past, present and future support, alimony, and/or maintenance of Husband by Wife or of Wife by Husband; and in general, the settling of any and all claims and possible claims by one against the other or against their respective estates.

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

FILED ^{no}
03:55 PM ^{cc}
DEC 05 2005

WAS
William A. Shaw
Prothonotary/Clerk of Courts

1. AGREEMENT NOT A BAR TO DIVORCE PROCEEDINGS

This Agreement shall not be considered to affect or bar the right of Husband or Wife to a limited or absolute divorce on lawful grounds if such grounds now exist or shall hereafter exist or to such defense as may be available to either party. This Agreement is not intended to condone and shall not be deemed to be a condonation on the part of either party hereto of any act or acts on the part of the other party which have occasioned the disputes or unhappy differences which have occurred prior to or which may occur subsequent to the date hereof. The parties intend to secure a mutual consent, no-fault divorce pursuant to the terms of Section 3301(c) of the Divorce Code of 1980, as amended, and the parties hereto agree to execute the required Affidavits of Consent and Waivers of Notice to finalize the Divorce Action filed by Husband in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 03-1845-CD.

2. EFFECT OF DIVORCE DECREE

(a) The parties agree that unless otherwise specifically provided herein, this Agreement shall continue in full force and effect after such time as a final decree in divorce may be entered with respect to the parties.

(b) It is specifically agreed that a copy of this Agreement may be incorporated, by reference, into a divorce judgment or decree. This incorporation, however, shall not be regarded as a merger, it being the intent of the parties to cause and permit this Agreement to survive any such judgment and to be independent thereof.

3. AGREEMENT TO BE INCORPORATED IN DIVORCE DECREE

The parties agree that the terms of this Agreement shall be incorporated into any divorce decree which may be entered with respect to them.

4. ADVICE OF COUNSEL

The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel, Kimberly M. Kubista, Esquire, attorney for Husband and Winifred H. Jones-Wenger, Esquire, attorney for Wife. The parties acknowledge that they have received independent legal advice from counsel of their selection and that they fully understand the facts and have been fully informed as to their legal rights and obligations and they acknowledge and accept that this Agreement is, in the circumstances, fair and equitable and that is it being entered into freely and voluntarily, after having received such advice and with such knowledge and that execution of this Agreement is not the result of any duress or undue influence and that it is not the result of any collusion or improper or illegal agreement or agreements.

5. PERSONAL RIGHTS

Husband and Wife may and shall, at all times hereafter, live separate and apart. They shall be free from any control, restraint, interference or authority, direct or indirect, by the other in all respects as fully as if they were unmarried. They may reside at such place or places as they may select. Each may, for his or her separate use or benefit, conduct, carry on and engage in any business, occupation, profession or employment which to him or her may seem advisable. Husband and Wife shall not molest, harass, disturb or malign each other or the respective families of each other nor compel the other to cohabit or dwell by any manner whatsoever with him or her.

6. MUTUAL RELEASES

Husband and Wife each do hereby mutually remise, release, quitclaim and forever discharge the other and the estate of such other, for all time to come, and for all purposes whatsoever, of and from any and all rights, title and interests, or claims in or against the property (including income and gain from property hereafter accruing) of the other or against the estate of such other, of whatever nature and wheresoever situate, which he or she now has or at any time hereafter may have against such other, the estate of such other or any part thereof, whether

arising out of any former acts, contract, engagements or liabilities of such other or by way of dower or curtesy, or claims in the nature of dower or curtesy or widow's or widower's rights, family exemption or similar allowance, or under the intestate laws, or the right to take against the spouse's will, or the right to treat a lifetime conveyance by the other as testamentary, or all other rights of a surviving spouse to participate in a deceased spouse's estate, whether arising under the laws of (a) Pennsylvania, (b) any State, Commonwealth or territory of the United States, or (c) any other country, or any rights which either party may have or at any time hereafter have for past, present or future support or maintenance, alimony, alimony pendente lite, counsel fees, equitable distribution, costs or expenses, whether arising as a result of the marital relation or otherwise, except, and only except, all rights and agreements and obligations of whatsoever nature arising or which may arise under this Agreement or for the breach of any provision thereof. It is the intention of Husband and Wife to give to each other by the execution of this Agreement a full, complete and general release with respect to any and all property of any kind or nature, real, personal or mixed, which the other now owns or may hereafter acquire, except and only except all rights and agreements and obligations of whatsoever nature arising or which may arise under this Agreement for the breach of any provision thereof.

7. PERSONAL PROPERTY

Husband and Wife do hereby acknowledge that they have reached an agreement for the division of their tangible personal property, including, but without limitation, jewelry, clothes, furniture, furnishings, rugs, carpets, household equipment and appliances, pictures, books, works of art, vehicles and other personal property and that they have, in fact, divided such items between themselves to their mutual satisfaction. The parties agree that all personal property in the marital home shall become the separate property of Wife with the exception of those items set forth in Exhibit "A" attached hereto. Husband agrees to remove such items within forty-eight (48) hours of the transfer of the marital property as set forth in Paragraph 9. Husband shall within ten (10) days of the execution of this Agreement give to Wife her wedding dress which is stored in Husband's mother's house. Thereafter all personal property in the possession of Husband shall be the sole and separate property of Husband and all personal property in the possession of Wife shall be the sole and separate property of Wife. The parties do hereby

specifically waive, release, renounce and forever abandon whatever claims, if any, he or she may have with respect to the above items that shall become the sole and separate property of the other. This Agreement shall constitute a sufficient bill of sale to evidence the transfer of any and all rights in such property from each to the other.

8. VEHICLES

The parties agree that the 1984 Oldsmobile and the 2000 Chevrolet Pick-up truck titled in Husband's name shall become the sole and separate property of Husband. The parties further agree that the 1999 Buick Regal titled jointly shall become the sole property of Wife. Wife shall assume responsibility for the outstanding amount owed to M&T Credit Corporation and shall indemnify and hold Husband harmless therefore. Upon execution of this Agreement, Husband agrees to execute an irrevocable limited power of attorney (prepared by Wife) authorizing Wife to transfer title to such vehicle into her name once such loan has been paid in full or should she wish to sell such vehicle. Wife agrees to make a reasonable effort to refinance such loan so as to remove Husband from the liability of the same.

9. REAL ESTATE

The parties are the owners of a house and lot (acquired from Calvin L. Shields et ux.) and adjoining lot (acquired from R. James Hartshorne, et al.) all situate in Chester Hill Borough, Clearfield County, PA. The parties agree that Wife shall become the sole owner thereof under the following terms:

- A. Such transfer shall occur within five (5) days of the date of this Agreement at a time and place mutually acceptable to the parties.
- B. Wife shall pay and satisfy the outstanding mortgage at First National Bank of Centre Hall as of the date of transfer. The parties agree to equally split all outstanding real estate taxes.
- C. Wife shall prepare a deed to be executed by Husband at closing to facilitate the transfer of title to such premises to Wife.

D. On the date for transfer, Wife shall pay to Husband a sum of money which shall be equal to one-half of the net amount that remains after subtracting the outstanding mortgage and the outstanding real estate taxes from the amount of \$144,000.00.

E. In the event that there are any other outstanding liens on the premises that would be disclosed by a search of the title to the premises, it is agreed that the amount to satisfy such lien shall be deducted from the share of the person who incurred such lien, or if joint, from the amount of \$144,000.00 as set forth in Paragraph 9D above.

F. Effective as of the transfer, Husband shall vacate the premises and Wife shall be granted exclusive possession of the premises.

10. AFTER-ACQUIRED REAL AND PERSONAL PROPERTY

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

11. COUNSEL FEES AND EXPENSES

Each party hereby agrees to be solely responsible for his or her own counsel fees, costs and expenses and that neither shall seek any contribution thereto from the other party except as otherwise expressly provided herein.

12. BANK ACCOUNTS

The parties had previously held funds jointly on deposit with Northwest which Husband took possession of at the time of separation and such moneys will become the sole property of Husband. The investment account with Scudder shall become the sole property of Wife. Each party will keep any individual bank, investment or other similar account currently titled in his/her name as his/her sole property.

13. PENSIONS

Wife shall be entitled to 50% of the marital coverture portion of Husband's pension with the PA State Employee's Retirement System with respect to his employment with Pennsylvania Department of Transportation; such entitlement which will be provided for in a QDRO to be prepared in a form as set forth in Exhibit "B" attached hereto. The parties shall execute and submit such QDRO for the approval of the Court within 10 days of the approval of the same by the PSERS. Each of the parties hereby releases and waives any claim he or she may have in any other pension plans titled in the name of the other party or held for his or her benefit and each party shall have full and absolute title to, or beneficial interest in, any such plans now titled in his or her name, held for his or her benefit, free from any claim of the other party now or forever, in particular Wife shall waive any right to Husband's military pension and survivor benefits. Wife agrees to execute any and all documentation necessary to waive her interest in the military pension and survivor benefits.

14. LIFE INSURANCE

Husband shall become sole owner and Wife hereby waives any right, title or interest to his Baltimore life insurance policies which he owned prior to the marriage. Wife hereby agrees to execute any and all documentation necessary to effectuate the same.

15. WARRANTY AS TO EXISTING OBLIGATIONS

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

16. WARRANTY AS TO FUTURE OBLIGATIONS

Husband and Wife each covenant, warrant, represent and agree that each will now and at all times hereafter save harmless and keep the other indemnified from all debts, charges and liabilities incurred by the other after the execution of this Agreement, except as may be otherwise specifically provided by the terms of this Agreement and that neither of them shall hereafter incur any liability whatsoever for which the estate of the other may be liable.

17. BANKRUPTCY

In the event the Plaintiff or the Defendant shall file for bankruptcy and seek to discharge the claims of creditors, then and in that event (a) the party filing for bankruptcy shall send a copy of the Petition for Bankruptcy to the other party; and (b) the party filing for bankruptcy shall not request the Bankruptcy Court to discharge the claims of the other party pursuant to this Agreement. If the party filing for bankruptcy receives a discharge in bankruptcy, the said party shall immediately execute a Reaffirmation Agreement as provided for in Section 524(c) of the United States Bankruptcy Code, or any corresponding provisions of any applicable law, reaffirming said party's obligations to the other party under this Agreement.

In the event that either party obtains a discharge from bankruptcy whereby debts that are herein assumed by that party would then become the sole liability of the non-discharged party, or where one party would be discharged of his or her obligation to the non-charged party under any provision regarding equitable distribution of marital property, then this Agreement may, at the request of the non-discharged party only, be modified by a Court of competent jurisdiction in order to effect a net distribution of assets and assumption of liabilities as intended by this Agreement.

18. WAIVER OF SPOUSAL SUPPORT AND ALIMONY PENDENTE LITE

Husband and Wife do hereby waive, release and give up any rights arising from the continuing existence of their marital relationship which either may have against the other for

spousal support, alimony pendente lite, or other maintenance of any kind, except as otherwise specifically provided herein.

19. WAIVER OF ALIMONY

Husband and Wife do hereby waive, release and give up any rights which either may have against the other to receive alimony or other post-divorce maintenance or support. It shall be, from the execution of this Agreement, the sole responsibility of each of the respective parties to sustain himself or herself without seeking any support from the other party.

20. REMEDIES AND SANCTIONS

In addition to such other remedies and sanctions available under applicable law, the parties may utilize any remedy or sanction set forth in the Pennsylvania Divorce Code, as amended, to enforce any term of this Agreement as though it had been an order of the Court.

21. ATTORNEYS' FEES FOR ENFORCEMENT

In the event that either party breaches any provision of this Agreement and the other party retains counsel to assist in enforcing the terms thereof, the parties hereby agree that the breaching party will pay all attorney's fees incurred by the other party in enforcing the Agreement, provided that the enforcing party is successful in establishing that a breach has occurred.

22. WAIVER OR MODIFICATION TO BE IN WRITING

No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties and no waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent default of the same or similar nature.

23. MUTUAL COOPERATION

Each party shall, at any time and from time to time hereafter, take any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and/or documents that the other party may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement.

24. LAW OF PENNSYLVANIA APPLICABLE

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

25. AGREEMENT BINDING ON HEIRS

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

26. INTEGRATION

This Agreement constitutes the entire understanding of the parties and supersedes any and all prior agreements and negotiations between them. There are no representations or warranties other than those expressly set forth herein.

27. OTHER DOCUMENTATION

Husband and Wife covenant and agree that they will forthwith (and within at least ten (10) days after demand therefore) execute any and all written instruments, assignments, releases, satisfactions, deeds, notes or such other writings as may be necessary or desirable for the proper effectuation of this Agreement, and as their respective counsel shall mutually agree should be so executed in order to carry out fully and effectively the terms of this Agreement.

28. NO WAIVER OF DEFAULT

This Agreement shall remain in full force and effect unless and until terminated under and pursuant to the terms of this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall in no way affect the right of such party hereafter to enforce the same, nor shall the waiver of any breach of any provision hereof be construed as a waiver of any subsequent default of the same or similar nature, nor shall it be construed as a waiver of strict performance of any other obligations herein.

29. SEVERABILITY

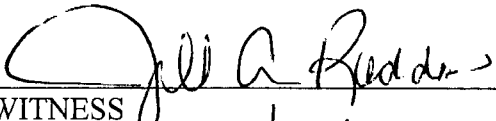
If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full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

30. HEADINGS NOT PART OF AGREEMENT

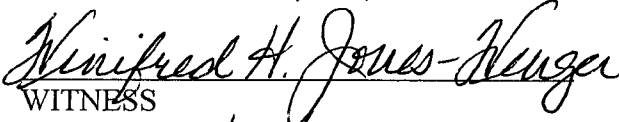
Any headings preceding the text of the several paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, hereby verifying that the statements made in this Agreement are true and

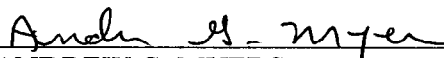
correct. The parties understand that false statements or information herein are made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.


WITNESS

DATE: 11/28/05


WITNESS

DATE: 11/30/05


ANDREW G. MYERS

DATE: 28 NOV. 05

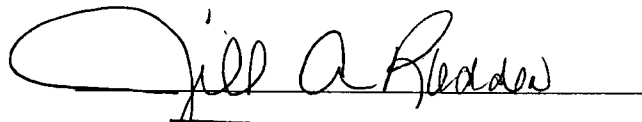

SUSAN M. MYERS

DATE: 11-30-05

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF :

On this 28th day of Nov., 2005, before me, the undersigned officer, personally appeared ANDREW G. MYERS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

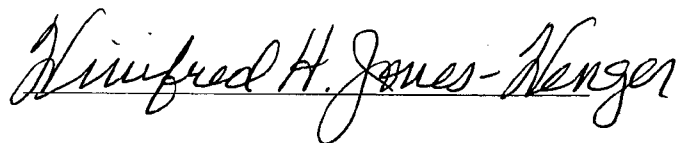
IN WITNESS WHEREOF, I hereunto set my hand and notarial seal the day and year first above written.


NOTARIAL SEAL
JILL A. REDDEN, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD COUNTY
MY COMMISSION EXPIRES APRIL 7, 2009

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Centre :

On this 30th day of November, 2005, before me, the undersigned officer, personally appeared SUSAN M. MYERS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Winifred H. Jones-Wenger, Notary Public
Philipsburg Boro, Centre County
My Commission Expires Aug. 5, 2007

ITEMS TO BE DISTRIBUTED TO HUSBAND

Andrew G. Myers vs. Susan M. Myers

All family pictures (Andrew G. Myers family)

All purely personal possessions (clothing, toiletries)

Bedroom suite (five pieces)

Rocking chairs from porch

Breakfast set

Living Room TV

Triple bar cross (hanging in bedroom)

Tractor

Shed contents **except those items previously belonging to Wife's father, including, but not limited to, an old harrow/plow, wrought iron table bottom, flower pots**

All tools

Hard coal stove (return to owner)

Dehumidifier (return to owner)

Craftsman push lawn mower

Hunting rifles

Golf clubs and accessories

Rocking chair in Living Room

Exhibit "A"

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
: No. 03-1845-CD
: IN DIVORCE
:
:

STIPULATION AND AGREEMENT
FOR THE ENTRY OF "DOMESTIC RELATIONS ORDER"

AND NOW, this _____ day of _____, 20__, the parties Andrew G. Myers, Plaintiff and Susan M. Myers, Defendant, having been divorced by Decree dated _____ of the Court of Common Pleas of Clearfield County, entered at Docket Number 2003-1845-CD, do hereby stipulate and agree as follows:

1. The Plaintiff, Andrew G. Myers, (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 Pa. C.S. §5101-5956 ("Retirement Code").

3. Member's date of birth is November 7, 1949, and the Member's Social Security number is 182-38-2724.

4. The Defendant, Susan M. Myers, (hereinafter referred to as "Alternate Payee") is the former spouse of Member. Alternate Payee's date of birth is November 25, 1957 and Alternate Payee's Social Security number is 194-48-1997.

5. Member's last 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.

Exhibit "B"

7. (a) The marital property component of Member's retirement benefit equals (1) the Coverture Fraction multiplied by (2) the member's retirement benefit using the Member's final average salary and years of service at the time of Member's retirement.

(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 the date of the marriage, May 4, 1991, to the date of separation, October 28, 2003. The denominator is the total amount of Member's service, as defined by SERS, on the effective date of Member's retirement.

(c) Fifty percent (50%) of the marital property component of Member's retirement benefits 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 Member's marriage to Alternate Payee or after the date of Member's and Alternate Payee's final separation. Member's retirement benefit does not include any deferred compensation benefits paid to Member by SERS or any enhancements to the benefit that arise from post-separation monetary contributions made by Member. 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 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 other authorized representative of the Secretary, of any Domestic Relations Order incorporating this Stipulation and Agreement. The balance of any death benefit remaining after the allocation of the equitable distribution portion payable to Alternate Payee and any other alternate payees named under other SERS-approved Domestic Relations Orders ("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.

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 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.

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.

10. The term and amounts of Member's retirement benefits payable to Alternate Payee after SERS approves a Domestic Relations Order incorporating this Stipulation and Agreement depends upon which option(s) member selects at retirement. Member and Alternate Payee expressly agree that upon filing an Application for Retirement Allowance with SERS:

Member shall select Option 4 of the Retirement Options available to participants in SERS. Member will elect to withdraw his total contributions plus interest in one lump sum. Of this total amount, fifty percent (50%) of the marital component of member's retirement benefit shall be paid to Member.

As to the monthly payment plan for the balance of his retirement account, member shall elect Option 1 and shall receive a monthly benefit for his life. Of this monthly sum, fifty percent (50%) of the marital property component of member's retirement benefit shall be set aside and paid directly to Alternate Payee and the balance shall be paid to Member.

With respect to any non-taxable benefits, the Alternate Payee is awarded the following:

- a. Fifty percent (50%) multiplied by
- b. The coverture fraction (see Paragraph 7) multiplied by
- c. The amount of the non-taxable benefit.

Any remaining non-taxable benefits shall be awarded to the Member.

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 payments payable from SERS under a Domestic Relations Order incorporating this Stipulation and Agreement, any death benefit or retirement benefit payable to Alternate Payee by SERS shall be paid to the Alternate Payee's Estate to the extent of her equitable distribution interest. The representative for the Estate of the Alternate Payee, should any remaining amount be payable to the Estate of the Alternate Payee, shall provide SERS with a mailing address for purposes of payment of benefit owed to the Alternate Payee.

13. In no event shall Alternate Payee have benefits or rights greater than those that are available to Member. Alternate Payee is not entitled to any benefit not otherwise provided by SERS. Alternate Payee is only entitled to the specific benefits offered by SERS as provided in

this Stipulation and Agreement. All other rights, privileges and options offered by SERS not granted to Alternate Payee by this Stipulation and Agreement are preserved for Member. Member and Alternate Payee acknowledge that benefits paid pursuant to this Stipulation and Agreement are and shall remain subject to the Public Employee Pension Forfeiture Act, 43 P.S. §1311, *et seq.*

14. It is specifically intended and agreed by the parties hereto that any Domestic Relations Order incorporating this Stipulation and Agreement:

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

(b) Does not required SERS to provide increased benefits (determined on the basis of actuarial value) unless increased benefits are paid to Member based upon cost of living adjustments 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 such amendment shall not require SERS to provide any type or form of benefit, or any option not otherwise provided by SERS, and further provided that such amendment or right of the Court to so amend will not invalidate the parties' existing Domestic Relations Order.

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

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

Andrew G. Myers
Plaintiff/Member

Susan M. Myers
Defendant/Alternate Payee

Kimberly M. Kubista, Esquire
Attorney for Plaintiff/Member

Winifred H. Jones-Wenger, Esquire
Attorney for Defendant/Alternate Payee

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

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF HEALTH

VITAL RECORDS

COUNTY

Clearfield

**RECORD OF
DIVORCE OR ANNULMENT**☐

(CHECK ONE)

☐

STATE FILE NUMBER

STATE FILE DATE

HUSBAND

1. NAME (First) (Middle) (Last) Andrew G. Myers			2. DATE OF BIRTH (Month) (Day) (Year) 11/7/49		
3. RESIDENCE (Street or R.D.) (City, Boro. or Twp.) (County) (State) 615 Ida Street, Philipsburg, Centre County, PA			4. PLACE OF BIRTH (State or Foreign Country) PA		
5. NUMBER OF THIS MARRIAGE 2		6. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		7. USUAL OCCUPATION State Employee	

WIFE

8. MAIDEN NAME (First) (Middle) (Last) Carpin Susan M. Myers			9. DATE OF BIRTH (Month) (Day) (Year) 11/25/57		
10. RESIDENCE (Street or R.D.) (City, Boro. or Twp.) (County) (State) 1148 Willow Drive, Clearfield, Clearfield County, PA			11. PLACE OF BIRTH (State or Foreign Country) PA		
12. NUMBER OF THIS MARRIAGE 2		13. RACE WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		14. USUAL OCCUPATION Self-Employed	
15. PLACE OF THIS MARRIAGE (County) (State or Foreign Country) Clearfield County, Pennsylvania			16. DATE OF THIS MARRIAGE (Month) (Day) (Year) 5/4/91		
17A. NUMBER OF CHILDREN THIS MARRIAGE -0-		17B. NUMBER OF DEPENDENT CHILDREN UNDER 18 -0-		18. PLAINTIFF HUSBAND <input checked="" type="checkbox"/> WIFE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>	
19. DECREE GRANTED TO HUSBAND <input checked="" type="checkbox"/> WIFE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/>		20. NUMBER OF CHILDREN TO CUSTODY OF HUSBAND <input type="checkbox"/> WIFE <input type="checkbox"/> SPLIT CUSTODY <input type="checkbox"/> OTHER (Specify) n/a			
21. LEGAL GROUNDS FOR DIVORCE OR ANNULMENT 3301(c)			22. DATE OF DECREE (Month) (Day) (Year)		
23. DATE REPORT SENT TO VITAL RECORDS (Month) (Day) (Year)			24. SIGNATURE OF TRANSCRIBING CLERK		

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
:
:
:
:
:

No. 03-1845-CD

STIPULATION AND AGREEMENT
FOR ENTRY OF DOMESTIC
RELATIONS ORDER

File on behalf of

Plaintiff

Counsel of Record for
this Party:

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

Carl A. Belin, Esquire
Pa.I.D. 6805

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

4cc
d1:5981
MAR 17 2006
Any Kubista
GR

William A. Shaw
Prothonotary/Clerk of Courts

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

ANDREW G. MYERS,
Plaintiff

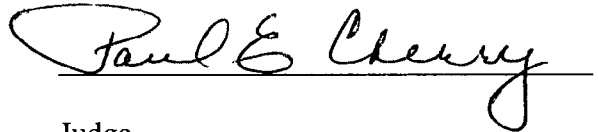
v.

SUSAN M. MYERS,
Defendant

No. 03-1845-CD

ORDER

AND NOW, this 17th day of March, 2006, the attached
Stipulation and Agreement for Entry of Domestic Relations Order dated March 10, 2006 of the
parties in this case is incorporated, and merged, into this Order of Court.



Judge

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

ANDREW G. MYERS,
Plaintiff

vs.

SUSAN M. MYERS,
Defendant

:
:
:
: No. 03-1845-CD
: IN DIVORCE
:
:

STIPULATION AND AGREEMENT
FOR THE ENTRY OF "DOMESTIC RELATIONS ORDER"

AND NOW, this 10th day of March, 2011, the parties Andrew G. Myers, Plaintiff and Susan M. Myers, Defendant, having been divorced by Decree dated December 6, 2005 of the Court of Common Pleas of Clearfield County, entered at Docket Number 2003-1845-CD, do hereby stipulate and agree as follows:

1. The Plaintiff, Andrew G. Myers, (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 Pa. C.S. §5101-5956 ("Retirement Code").

3. Member's date of birth is November 7, 1949, and the Member's Social Security number is 182-38-2724.

4. The Defendant, Susan M. Myers, (hereinafter referred to as "Alternate Payee") is the former spouse of Member. Alternate Payee's date of birth is November 25, 1957 and Alternate Payee's Social Security number is 194-48-1997.

5. Member's last mailing address is:

312 Tenth Street
Philipsburg, PA 16866

6. Alternate Payee's current mailing address is:

615 Ida Street
Philipsburg, PA 16866

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 equals (1) the Coverture Fraction multiplied by (2) the member's retirement benefit using the Member's final average salary and years of service at the time of Member's retirement.

(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 the date of the marriage, May 4, 1991, to the date of separation, October 28, 2003. The denominator is the total amount of Member's service, as defined by SERS, on the effective date of Member's retirement.

(c) Fifty percent (50%) of the marital property component of Member's retirement benefits 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 Member's marriage to Alternate Payee or after the date of Member's and Alternate Payee's final separation. Member's retirement benefit does not include any deferred compensation benefits paid to Member by SERS or any enhancements to the benefit that arise from post-separation monetary contributions made by Member. 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 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 other authorized representative of the Secretary, of any Domestic Relations Order incorporating this Stipulation and Agreement. The balance of any death benefit remaining after the allocation of the equitable distribution portion payable to Alternate Payee and any other alternate payees named under other SERS-approved Domestic Relations Orders ("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.

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 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.

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.

10. The term and amounts of Member's retirement benefits payable to Alternate Payee after SERS approves a Domestic Relations Order incorporating this Stipulation and Agreement depends upon which option(s) member selects at retirement. Member and Alternate Payee expressly agree that upon filing an Application for Retirement Allowance with SERS:

Member shall select Option 4 of the Retirement Options available to participants in SERS. Member will elect to withdraw his total contributions plus interest in one lump sum. Of this total amount, fifty percent (50%) of the marital component shall be paid to Alternate Payee and the balance shall be paid to Member.

As to the monthly payment plan for the balance of his retirement account, member shall elect Option 1 and shall receive a monthly benefit for his life. Of this monthly sum, fifty percent (50%) of the marital property component of member's retirement benefit shall be set aside and paid directly to Alternate Payee and the balance shall be paid to Member.

With respect to any non-taxable benefits, the Alternate Payee is awarded the following:

- a. Fifty percent (50%) multiplied by
- b. The coverture fraction (see Paragraph 7) multiplied by
- c. The amount of the non-taxable benefit.

Any remaining non-taxable benefits shall be awarded to the Member.

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 payments payable from SERS under a Domestic Relations Order incorporating this Stipulation and Agreement, any death benefit or retirement benefit payable to Alternate Payee by SERS shall be paid to the Alternate Payee's Estate to the extent of her equitable distribution interest. The representative for the Estate of the Alternate Payee, should any remaining amount be payable to the Estate of the Alternate Payee, shall provide SERS with a mailing address for purposes of payment of benefit owed to the Alternate Payee.

13. In no event shall Alternate Payee have benefits or rights greater than those that are available to Member. Alternate Payee is not entitled to any benefit not otherwise provided by SERS. Alternate Payee is only entitled to the specific benefits offered by SERS as provided in

this Stipulation and Agreement. All other rights, privileges and options offered by SERS not granted to Alternate Payee by this Stipulation and Agreement are preserved for Member. Member and Alternate Payee acknowledge that benefits paid pursuant to this Stipulation and Agreement are and shall remain subject to the Public Employee Pension Forfeiture Act, 43 P.S. §1311, *et seq.*

14. It is specifically intended and agreed by the parties hereto that any Domestic Relations Order incorporating this Stipulation and Agreement:

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

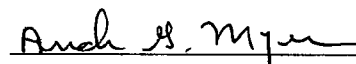
(b) Does not required SERS to provide increased benefits (determined on the basis of actuarial value) unless increased benefits are paid to Member based upon cost of living adjustments or increases based on other than actuarial values.

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 such amendment shall not require SERS to provide any type or form of benefit, or any option not otherwise provided by SERS, and further provided that such amendment or right of the Court to so amend will not invalidate the parties' existing Domestic Relations Order.

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

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

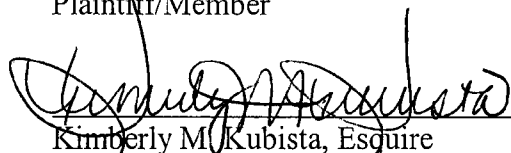


Andrew G. Myers
Plaintiff/Member

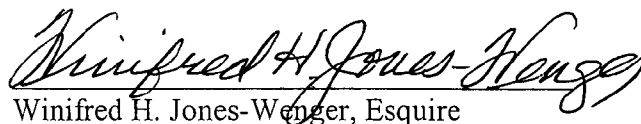


Susan M. Myers
Defendant/Alternate Payee

03-K-06



Kimberly M. Kubista, Esquire
Attorney for Plaintiff/Member



Winifred H. Jones-Wenger, Esquire
Attorney for Defendant/Alternate Payee

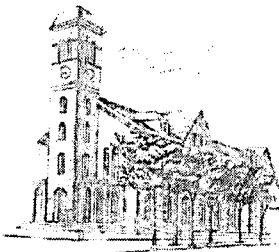
BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CA

FILED

MAR 17 2006

William A. Shaw
Prothonotary/Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

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

Sincerely,

William A. Shaw
Prothonotary

DATE: 3/17/06

X You are responsible for serving all appropriate parties.

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

_____ Plaintiff(s)/Attorney(s)

_____ Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions: