

05-331-CD
Roger McCall vs. J. Dickey et al

JACQUELYN SL DICKEY ETAL

Roger McCall v. Jacquelyn Dickey et al
2005-331-CD

Date: 09/29/2005

Clearfield County Court of Common Pleas

User: LBENDER

Time: 09:11 AM

ROA Report

Page 1 of 3

Case: 2005-00331-CD

Current Judge: Fredric Joseph Ammerman

Roger D. McCall vs. Jacquelyn S. Dickey, North Central Pennsylvania Regional Planning, Lincoln National Life Insurance Company

Civil Other

Date		Judge
03/10/2005	New Case Filed.	No Judge
	X Filing: Complaint and Motion to Compel Paid by: McCall, Roger D. (plaintiff) Receipt number: 1897341 Dated: 03/10/2005 Amount: \$85.00 (Check) Filed by s/Roger D. McCall Four CC Plaintiff	No Judge
03/22/2005	X Order, filed 4 Cert. to Atty. X NOW, this 22nd day of March, 2005. RE: Argument to be held on April 25, 2005	Fredric Joseph Ammerman
	X Certificate of Service, filed by Roger McCall Plaintiff cert. that all defendants received complaint by cert. mail. no cert. copies.	Fredric Joseph Ammerman
03/31/2005	X Order, NOW, this 28th day of March, 2005, it is the ORDER of this Court that time be extended in which an Answer and any other accompanying issues be filed to April 20, 2005. BY THE COURT, /s/ Fredric J. Ammerman, President Judge. 1CC to: Roger D. McCall; North Central Penna. Regional Planning; Lincoln National Life Insurance Company; 4cc to Theron Noble, Esquire	Fredric Joseph Ammerman
04/04/2005	X Answer and New Matter of the Lincoln National Life Insurance Company filed. By s/ Kristi A. Davidson, Esquire No CC	Fredric Joseph Ammerman
04/06/2005	X Notice of Filing Original Verification, filed by s/ Kristi A. Davidson, Esquire. no CC	Fredric Joseph Ammerman
04/19/2005	X Preliminary Objection, filed by s/ Theron G. Noble, Esquire. No CC	Fredric Joseph Ammerman
04/27/2005	X Order, NOW, this 25th day of April, 2005, this being the date set for argument relative an Order presented to the court, along with the Complaint filed on behalf of the Plaintiff, who is proceeding pro se; it is the ORDER of this Court that the Preliminary Objections be and are hereby granted and that the complaint be dismissed in regard to Defendant, Jacquelyn S. Dickey, (Twigg). (see original for further details of Order). BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 1CC Attys: Noble, Davidson, 1CC Plff, 1CC North Central	Fredric Joseph Ammerman
05/12/2005	X The Lincoln National Life Insurance Company's Motion to Join Jacquelyn S. Dickey as an Indispensable Party-Defendant and to Dismiss all Claims against Lincoln National with Prejudice, filed by s/Kristi A. Davidson One CC Attorney Davidson	Fredric Joseph Ammerman
05/16/2005	X Rule, NOW, this 16th day of May, 2005, upon consideration of the attached Motion, a Rule is hereby issued upon the parties, to Show Cause why the Motion should not be granted. Rule Returnable the 7th day of June, 2005, for filing written response. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 3CC Atty Davidson w/memo Re: service	Fredric Joseph Ammerman
05/23/2005	X Affidavit of Service filed. May 20, 2005, copy of the Rule and Motion served upon: David S. Meholic, Court Administrator; Roger D. McCall (pro se); Thomas G. Coppolo, Solicitor; and Theron G. Noble, Esquire. 1CC Atty	Fredric Joseph Ammerman
06/06/2005	X Roger McCall's Answer to Lincoln National Life Insurance Company's Motion to Join Jacquelyn S. Dickey as an Indispensable Party-Defendant and to Dismiss All Claims Against Lincoln National With Prejudice, filed by s/ Roger McCall, pro se. No CC	Fredric Joseph Ammerman
	X Affidavit of Service, On June 4, 2005 Answer to Motion of Def. Lincoln to: David S. Meholic and Thomas G.G. Coppolo, Solicitor. Filed by s/ Roger McCall, Pro Se. No CC	Fredric Joseph Ammerman

Date: 09/29/2005

Clearfield County Court of Common Pleas

User: LBENDER

Time: 09:11 AM

ROA Report

Page 2 of 3

Case: 2005-00331-CD

Current Judge: Fredric Joseph Ammerman

Roger D. McCall vs. Jacquelyn S. Dickey, North Central Pennsylvania Regional Planning, Lincoln National Life Insurance Company

Civil Other

Date		Judge
07/19/2005	✓ Request for Hearing, filed by s/Roger D. McCall No CC	Fredric Joseph Ammerman
	✓ Affidavit Of Service, Request for Hearing served on July 14, 2005 upon David S. Meholick, Thomas G.G. Coppolo, Solicitor, and Wendelynn J. Newton, Esquire. Filed by s/ Roger McCall, Plff No CC	Fredric Joseph Ammerman
07/22/2005	✓ Order, NOW, this 21st day of July, 2005, the Court being in receipt of a request from the Plff. for argument on Def. Motion to Join Jacquelyn S. Dickey as an Indispensable Party-Defendant and to Dismiss all Claims Against Lincoln National with Prejudice; it is the Order of this Court that argument on said Motion will be scheduled for the 16th day of August, 2005 at 1:30 p.m. in Courtroom No. 1 of the Clfd. Co Courthouse. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Plff, 1CC Atty. Noble, Davidson, 1CC North Central	Fredric Joseph Ammerman
08/04/2005	✓ The Lincoln National Life Insurance Company's Opposition to Plaintiff's Request For Hearing. No CC	Fredric Joseph Ammerman
08/05/2005	✓ Order, filed Cert. to J. Dickey, T. Noble, North Central, R. McCall & Atty. Davidson NOW, this 5th day of August, 2005, RE: Motion to Join Jacquelyn S. Dickey as an Indispensable Party-Defendant. (not filed) Prothonotary mailed cert. copy of Complaint and Motion to Atty. Noble and J. Dickey. Defendant Lincoln Natinal Life Insurance Company is directed to deposit a true copy of the 2003 spousal consent and waiver form with the Court. Upon such Deposit and review by the Court, the Prothonotary shall mark the action discontinued with prejudice as to Lincoln National Life Ins. Co..	Fredric Joseph Ammerman
08/12/2005	✓ Preliminary Objections, filed by Atty. Noble no cert. copies.	Fredric Joseph Ammerman
08/15/2005	✓ Response to Lincoln National Life Insurance Company's opposition to request for hearing filed by s/ Roger D. McCall, plff. No CC.	Fredric Joseph Ammerman
08/17/2005	✓ Order, NOW, this 17th day of August, 2005, the Court being in receipt of the copy of the 2003 Spousal Consent and Waiver Form as directed by this Court's Order of August 5, 2005; it is the Order of this Court that the Prothonotary appropriately seal the said waiver form and the Prothonotary shall also mark the docket to indicate that the action is discontinued with prejudice as to the Lincoln National Life Insurance Company. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC: Plaintiff, Atty Noble, Atty Davidson, North Central PA Regional Planning	Fredric Joseph Ammerman
08/22/2005	✓ Notice of Deposit of November 2003 Spousal Consent and Waiver Form, filed by s/ Kristi A. Davidson, Esquire. No CC (SEALED AND PLACED IN SAFE IN C-A)	Fredric Joseph Ammerman
09/09/2005	✓ Rule to Show Cause, Now, this 7th day of September 2005, upon consideration of the attached Defendant Dickey's PRELIMINARY OBJECTIONS, a RULE, is hereby issued upon the Plaintiff to SHOW CAUSE why the OBJECTIONS should not be granted. RULE RETURNABLE, for filing written response, is set for the 30th day of September 2005, and argument on the PETITION set for the 3rd day of October 2005 at 10:00 a.m. in Courtroom #1. BY THE COURT: /s/ Fredric J. Ammerman P.J. 2CC Atty Noble.	Fredric Joseph Ammerman

Date: 03/10/2006

Time: 10:48 AM

Page 1 of 1

Clearfield County Court of Common Pleas

ROA Report

Case: 2005-00331-CD

Current Judge: Fredric Joseph Ammerman

User: LBENDER

Civil Other

Date	Selected Items	Judge
09/16/2005	C ertificate of Service, filed. Mailed a true and correct copy of the RULE X TO SHOW CAUSE issued uon Defendant Dickey's Preliminary Objection to Roger D. McCall and North Central Pennsylvania Regional Planning Commission on the 14th day of September filed by s/ Theron G. Noble Esq. No CC.	Fredric Joseph Ammerman
09/28/2005	X Answer To Preliminary Objection of Defendant Jacquelyn S. Dickey, filed by s/ Roger McCall, Plff. No CC	Fredric Joseph Ammerman
10/05/2005	X Order NOW, this 3rd day of October, 2005, in consideration of the Preliminary Objections filed on behalf of Defendant Jacquelin S. Dickey, it is the ORDER of this Court as follows: Preliminary Objection I is hereby dismissed; Preliminary objection II is hereby dismissed and Preliminary Ojbection III is hereby granted to the extent that the Defendant's name shall be on the caption of the case as follows: Jacquelin S. (McCall) Dickey. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. (see original) 1CC Plff-PO Box 225, Reynoldsville, PA 15851, 1CC Atty Noble, and 1CC North Central at 651 Montmorecra Road, Ridgeway, PA 15853.	Fredric Joseph Ammerman
12/09/2005	X Petition For Special Relief, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Atty. DuBois	Fredric Joseph Ammerman
	X Praecipe For Entry of Appearance, filed on behalf of Plaintiff, by s/ Jeffrey S. DuBois, Esquire. 2CC Atty. DuBois	Fredric Joseph Ammerman
02/09/2006	X Order, NOW, this 9th day of Feb., 2006, in consideration of Plaintiff's Petition for Special Relief, Ordered that a Hearing be scheduled in this matter for the 15th day of March, 2006 at 2:30 p.m. in Courtroom No. 1 of the Clfd Co. Courthouse. By The Court: /s/Fredric J. Ammerman, Judge. 3CC Atty. DuBois	Fredric Joseph Ammerman

3-17-06 order dated 3-15-06

Date: 09/29/2005

Clearfield County Court of Common Pleas

User: LBENDER

Time: 09:11 AM

ROA Report

Page 3 of 3

Case: 2005-00331-CD

Current Judge: Fredric Joseph Ammerman

Roger D. McCall vs. Jacquelyn S. Dickey, North Central Pennsylvania Regional Planning, Lincoln National Life Insurance Company

Civil Other

Date		Judge
09/16/2005	X Certificate of Service, filed. Mailed a true and correct copy of the RULE TO SHOW CAUSE issued uon Defendant Dickey's Preliminary Objection to Roger D. McCall and North Central Pennsylvania Regional Planning Commission on the 14th day of September filed by s/ Theron G. Noble Esq. No CC.	Fredric Joseph Ammerman

9/28/05 X Answer

COVER SHEET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

CIVIL ACTION

No. 05-331-CD

Type of Case: _____

Type of Pleading: _____

Filed on Behalf of :

Roger D. McCall
Plaintiff

Counsel of Record for this Party:
None at this time.

Supreme Court No. : _____

PO Box 225
Reynoldsville, PA 15851

814-375-8931

Roger D. McCall
Plaintiff

VS.

^{AKA DICK AKA}
Jacquelyn S. Dickey Twigg McCall Dickey
North Central Pennsylvania Regional Planning
Lincoln National Life Insurance Company
Defendants

Dated: March 10, 2005

FILED 4cc
08:47 PM P1#
MAR 10 2005
William A. Shaw P1# pd. 85.00
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

ROGER D. McCALL, Plaintiff

Vs.

JACQUELYN S. DICKEY TWIGG McCALL DICKEY
NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING
LINCOLN NATIONAL LIFE INSURANCE COMPANY
Defendants

NOTICE

A COMPLAINT HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE MATTERS SET FORTH IN THE FOLLOWING COMPLAINT, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE COMPLAINT. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PETITIONER. YOU MAY LOSE 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 Courthouse
Second & Market Streets
Clearfield, PA 16830
(814)765-2641 Ext. 1300-1301

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

ROGER D. McCALL, Plaintiff

Vs.

JACQUELYN S. DICKEY TWIGG McCALL DICKEY
NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING
LINCOLN NATIONAL LIFE INSURANCE COMPANY
Defendants

COMPLAINT AND MOTION TO COMPEL

NOW COMES, the Complainant, Roger D. McCall files this Complaint based upon the following:

COUNT I - PETITION FOR COURT ORDER

1. The Complainant, Roger D. McCall is the Plaintiff in the above captioned matter.
2. The Respondents, Jacquelyn S. Dickey Twigg McCall Dickey
North Central Pennsylvania Regional Planning, Lincoln National Life Insurance Company, are the Defendants in the above captioned matter.
3. The Plaintiff and Defendant Jacquelyn S. Dickey Twigg McCall Dickey were married for all of calendar year 2003.
4. The Defendant Jacquelyn S. Dickey Twigg McCall Dickey completed a distribution of her employer sponsored pension plan at some time in 2003.
5. The Employer, North Central Pennsylvania Regional Planning, processed the distribution with the Plan Administrator, Lincoln National Life Insurance Company in 2003 for \$34,352.

6. The Defendants claim the withdrawal was processed after documents requesting the distribution were completed, including a "Spousal Consent and Waiver" form was signed by the Plaintiff.

7. The Plaintiff has requested from the Defendants a certified copy of the "Spousal Consent and Waiver" form which purportedly contains his signature.

8. The Defendants refused to provide a certified copy of the "Spousal Consent and Waiver" form which contains the Plaintiff's signature.

WHEREFORE, Complainant request Your Honorable Court to enter an Order for the Defendants to provide a certified copy of the "Spousal Consent and Waiver" form which purportedly contains the Petitioner's signature.

COUNT II - COURT COSTS AND OTHER EXPENSES

9. Paragraph 1 through 8 above are incorporated herein by reference thereto. The Respondents failure to provide documents with the Plaintiffs signature has resulted in incurring costs to prepare this Complaint and appear in court.

WHEREFORE, Complainant request Your Honorable Court to enter an Order directing Respondents to pay reasonable costs.

RESPECTFULLY SUBMITTED,



Roger D. McCall
Plaintiff

VERIFICATION

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

A handwritten signature in black ink, appearing to read "Roger D. McCall", is written over a horizontal line.

Roger D. McCall

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

ROGER D. McCALL, Plaintiff

05-331-CD

Vs.

JACQUELYN S. DICKEY TWIGG McCALL DICKEY
NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING
LINCOLN NATIONAL LIFE INSURANCE COMPANY
Defendants

FILED 4cc
012:193dl PISF
MAR 22 2005

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 22nd day of March, 2005, upon

consideration of the foregoing petition, it is hereby ordered that:

- (1) a rule is issued upon the respondent to show cause why the Complainant is not entitled to the relief requested;
- (2) an Order for the Respondents to provide a certified copy of the "Spousal Consent and Waiver" form which purportedly contains the Complainant's signature.
- (3) The respondent shall file an answer to the petition within (20) twenty days of service upon the respondent;
- (4) An argument on disputed issues of material fact shall be held on April 25, 2005 in Courtroom # 1 of the Clearfield County Courthouse at 9:30 A.M.;
- (5) Notice of the entry of this order shall be provided to all parties by the Complainant.

BY THE COURT,
Frederick J. Zimmerman

CERTIFICATE OF SERVICE

#05-33100

JA

Plaintiff: Roger D. McCall
PO Box 225
Reynoldsville, PA 15851
814-375-8931

Defendant: Jacquelyn S. Dickey Twigg McCall Dickey
Counsel: Theron G. Noble Esquire
301 East Pine Street
Clearfield, PA 16830
814-765-4990

North Central Pennsylvania Regional Planning
651 Montmorenci Road
Ridgway, PA 15853
814-773-3162

Lincoln National Life Insurance Company
PO Box 9740
Portland, ME 04104
800-341-0441

I hereby certify that all defendants have received this Complaint by certified mail as
documented by the attached postal receipts.

Roger McCall

Roger McCall
March 20, 2005

FILED
03:25 PM
MAR 22 2005

By
no
cc

William A. Shaw
Prothonotary/Clerk of Courts

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>1. Article Addressed to:</p> <div>#05-33120</div>	
<p>2. Article Number (Transfer from service label)</p> <div>7004 1350 0004 9670 6282</div>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p> <div>MELTON BANK 10 2005 MAR 10 2005</div>	
<p>A. Signature</p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>		<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>	

• Sender: Please print your name, address, and ZIP+4 in this box •

Roger Barton McCre
PO Box 225
Reynoldsville PA
15851

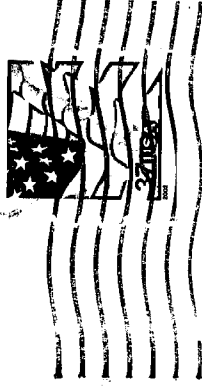
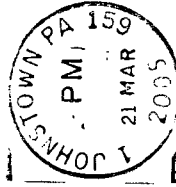
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



UNITED STATES POSTAL SERVICE



Roger D. McCall
P O Box 225
Reynoldsville, PA 15851-0225



William A. Shaw
Prothonotary/Clerk of Courts

MAR 22 2005

FILED

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830

16830/2444

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ROGER D. MCCALL

-VS-

JACQUELYN S. (DICKEY)
MCCALL, NORTH CENTRAL
PENNSYLVANIA REGIONAL
PLANNING, LINCOLN NATIONAL
LIFE INSURANCE COMPANY

No. 05-331-CD

FILED *Copies- see attached page*
04:00 PM
MAR 31 2005
William A. Shaw
Prothonotary/Clerk of Courts

O R D E R

NOW, this 28th day of March, 2005, the Court having been contacted by Theron Noble, Esquire, attorney for Jacquelyn S. (Dickey) McCall; Attorney Noble, who is currently in the state of Nevada on vacation but due to the death of his fiancée's mother, will be required to attend funeral proceedings out of the country and is not expected to return for approximately two (2) weeks; that Attorney Noble is required to file an Answer on behalf of his client to the Plaintiff's complaint but will be unable to timely do so due to the above-described circumstances; accordingly, pursuant to Attorney Noble's request to the Court, it is the ORDER of this Court that time be extended in which an Answer and any other accompanying issues be filed to April 20, 2005.

BY THE COURT

Judith A. Crum
President Judge

05-331-CD

McCall vs. Dickey et al

Roger D. McCall

PO Box 225

Reynoldsville, PA 15851

North Central Pennsylvania

Regional Planning

651 Montmorenci Road

Ridgway, PA 15853

Lincoln National Life Insurance Company

PO Box 9740

Portland, ME 04104

Theron Noble, Esq.

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

ROGER D. MCALL,

Plaintiff,

v.


JACQUELYN S. DICKEY a/k/a TWIGG
MCCALL DICKEY, NORTH CENTRAL
PENNSYLVANIA REGIONAL
PLANNING, and LINCOLN NATIONAL
LIFE INSURANCE COMPANY,

Defendants.

)
) CIVIL ACTION
)
) No. 05-331-CD
)
)
) ANSWER AND NEW MATTER OF
) THE LINCOLN NATIONAL LIFE
) INSURANCE COMPANY
)
)
) Filed on behalf of:
) Defendant Lincoln National
) Life Insurance Company
)

NOTICE TO PLEAD


YOU ARE HEREBY NOTIFIED TO FILE A
WRITTEN RESPONSE TO THE WITHIN
NEW MATTER WITHIN TWENTY (20)
DAYS OF THE DATE OF SERVICE
HEREOF OR A JUDGMENT MAY BE
ENTERED AGAINST YOU.



Kristi A. Davidson, Esquire

Counsel of Record for this Party:

BUCHANAN INGERSOLL PC
Wendelynne J. Newton
Pa. I.D. No. 35163
Kristi A. Davidson
Pa. I.D. No. 84114
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219
(412) 562-8800

FILED *NO CC*
m/12:52 PM
APR 04 2005 

William A. Shaw
Prothonotary/Clerk of Courts

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

ROGER D. MCALL,)
) CIVIL ACTION
Plaintiff,)
) No. 05-331-CD
v.)
)
JACQUELYN S. DICKEY a/k/a TWIGG)
MCCALL DICKEY, NORTH CENTRAL)
PENNSYLVANIA REGIONAL)
PLANNING, and LINCOLN NATIONAL)
LIFE INSURANCE COMPANY,)

**ANSWER AND NEW MATTER OF THE
LINCOLN NATIONAL LIFE INSURANCE COMPANY**

AND NOW, comes Defendant The Lincoln National Life Insurance Company ("Lincoln National"), by and through its undersigned counsel, and hereby answers Plaintiff's Complaint and raises new matter as follows:

ANSWER

1. Admitted.
2. Admitted.
3. After reasonable inquiry, Lincoln National lacks sufficient information or knowledge to admit or deny the factual allegations in paragraph 3 of the Complaint and therefore denies those allegations.
4. After reasonable inquiry, Lincoln National lacks sufficient information or knowledge to admit or deny the factual allegations in paragraph 4 of the Complaint as they are stated and therefore denies those allegations. Further responding, Lincoln National incorporates by reference as if set forth herein its answer to paragraph 5 below.

5. Lincoln National denies the factual allegations in paragraph 5 of the Complaint. Lincoln National expressly denies that it is the "Plan Administrator" for any "employer sponsored pension plan" in which Jacquelyn S. Dickey is an annuitant. Lincoln National further expressly denies that it processed a distribution to Jacquelyn S. Dickey in 2003 in the amount of \$34,352. Further responding, Lincoln National admits that, in 2003, North Central Pennsylvania Regional Planning Commission sent Lincoln National a distribution request. In response to that request, Lincoln National sent Jacquelyn S. Dickey a check in the amount of \$23,299.36.

6. Lincoln National denies the factual allegations in paragraph 6 of the Complaint as they are stated. Further responding, Lincoln National sent a check in the amount of \$23,299.36 to Jacquelyn S. Dickey after receiving instructions from Ms. Dickey and North Central Pennsylvania Regional Planning Commission.

7. Lincoln National admits that Plaintiff asked Lincoln National to provide a copy of the Spousal Consent and Waiver form provided to Lincoln National by Jacquelyn S. Dickey and North Central Pennsylvania Regional Planning Commission. Lincoln National expressly denies that Plaintiff is entitled to a copy of any such document.

8. Lincoln National denies the factual allegations in paragraph 8 of the Complaint as they are stated. Lincoln National expressly denies that it had any obligation to give Plaintiff a copy of the Spousal Consent and Waiver form upon Plaintiff's request. To the contrary, Plaintiff was not entitled to receive a copy of any such document.

9. Lincoln National incorporates by reference its answers to paragraphs 1-8 above as if set forth in their entirety herein. Upon information and belief, Lincoln National denies the factual allegations in paragraph 9 of the Complaint. More particularly, upon information and

belief, Plaintiff, who is acting *pro se*, has not incurred any compensable legal fees or costs to "prepare this Complaint" or to "appear in court."

WHEREFORE, The Lincoln National Life Insurance Company respectfully prays that this Honorable Court dismiss Plaintiff's claims in their entirety, enter judgment in favor of The Lincoln National Life Insurance Company, and award all other such relief to The Lincoln National Life Insurance Company as is just and reasonable.

NEW MATTER

1. Lincoln National incorporates by reference its answers to paragraph 1-9 above as if set forth in their entirety herein.

2. Plaintiff has failed to state a cognizable cause of action against Lincoln National.

3. Lincoln National did not, and does not, owe any duty to Plaintiff.

4. Plaintiff is not entitled to receive a copy of any document relating to the group plan issued by Lincoln National in which Jacquelyn S. Dickey is or was a plan participant.

5. Lincoln National is under no obligation or duty to release non-public private information on participants and/or employers that have a contract with Lincoln National.

6. Lincoln National's actions were privileged in that it was lawfully protecting the privacy of a plan participant.


7. Lincoln National at all times acted properly, particularly in light of the plan participant's written objections to the disclosure of any documents to Plaintiff.

8. Lincoln National acted at all times in accordance with applicable law, regulations and rulings.

9. To the extent Plaintiff has any cognizable claim, such claim does not sound against Lincoln National.

10. Plaintiff failed to exhaust other remedies before initiating this action.
11. A full, complete and adequate non-statutory remedy other than this lawsuit is available to Plaintiff.
12. Lincoln National's actions have not caused Plaintiff any cognizable harm, loss or damage.
13. Plaintiff failed to mitigate any alleged damages.
14. Plaintiff is not entitled to the relief sought, including without limitation an award of costs or fees.
15. Plaintiff lacks standing to bring the claims asserted in his Complaint.

BUCHANAN INGERSOLL PC

BY: 
Wendelynn J. Newton (Pa. I.D. No. 35163)
Kristi A. Davidson (Pa. I.D. No. 84114)
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, Pennsylvania 15219-1410

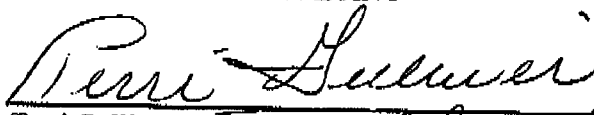
Attorneys for The Lincoln National
Life Insurance Company

VERIFICATION

I, Terri Gulliver, Technical Consultant of The Lincoln National Life Insurance Company, am authorized to sign this Verification on behalf of the Defendant The Lincoln National Life Insurance Company. I have read the foregoing Answer and New Matter, and I believe it is true and accurate to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.

THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY


Terri Gulliver, Technical Consultant
of The Lincoln National Life Insurance Company

Dated: April 1, 2005

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 1st day of April, 2005, a true and correct copy of the foregoing **Answer and New Matter of The Lincoln National Life Insurance Company** was served upon the Plaintiff, by United States first-class mail, postage pre-paid, addressed as follows:

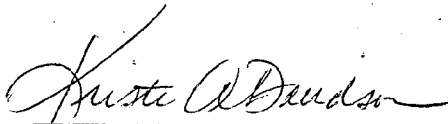
Roger D. McCall
P.O. Box. 225
Reynoldsville, PA 15851

and upon Defendant Jacquelyn S. Dickey's counsel, by United States first-class mail, postage pre-paid, addressed as follows:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830

and upon Defendant North Central Pennsylvania Regional Planning Commission, by United States first-class mail, postage pre-paid, addressed as follows:

North Central Pennsylvania Regional Planning Commission
651 Montmorenci Road
Ridgeway, PA 15853



Kristi A. Davidson

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

ROGER D. MCALL,

Plaintiff,

v.

JACQUELYN S. DICKEY a/k/a TWIGG
MCCALL DICKEY, NORTH CENTRAL
PENNSYLVANIA REGIONAL
PLANNING, and LINCOLN NATIONAL
LIFE INSURANCE COMPANY,

Defendants.

)
) CIVIL ACTION
)
) No. 05-331-CD
)
)
) **NOTICE OF FILING ORIGINAL**
) **VERIFICATION**
)
)
) Filed on behalf of:
) Defendant Lincoln National
) Life Insurance Company
)

Counsel of Record for this Party:

BUCHANAN INGERSOLL PC
Wendelynn J. Newton
Pa. I.D. No. 35163
Kristi A. Davidson
Pa. I.D. No. 84114
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219
(412) 562-8800

FILED *no cc*
m/jw/ebd
APR 06 2005 *GW*
William A. Shaw
Prothonotary/Clerk of Courts

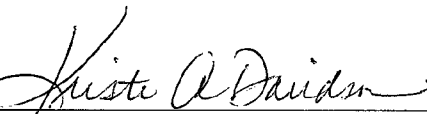
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ROGER D. MCALL,)
) CIVIL ACTION
Plaintiff,)
) No. 05-331-CD
v.)
)
JACQUELYN S. DICKEY a/k/a TWIGG)
MCCALL DICKEY, NORTH CENTRAL)
PENNSYLVANIA REGIONAL)
PLANNING, and LINCOLN NATIONAL)
LIFE INSURANCE COMPANY,)

NOTICE OF FILING ORIGINAL VERIFICATION

AND NOW, comes Defendant, The Lincoln National Life Insurance Company, by and through its undersigned counsel, and hereby files the original verification of its Answer and New Matter.

BUCHANAN INGERSOLL PC

BY: 
Wendelynn J. Newton (Pa. I.D. No. 35163)
Kristi A. Davidson (Pa. I.D. No. 84114)
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, Pennsylvania 15219-1410

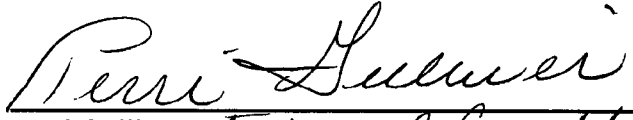
Attorneys for The Lincoln National
Life Insurance Company

VERIFICATION

I, Terri Gulliver, Technical Consultant of The Lincoln National Life Insurance Company, am authorized to sign this Verification on behalf of the Defendant The Lincoln National Life Insurance Company. I have read the foregoing Answer and New Matter, and I believe it is true and accurate to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.

THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY


Terri Gulliver, Technical Consultant
of The Lincoln National Life Insurance Company

Dated: April 1, 2005

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 4th day of April, 2005, a true and correct copy of the foregoing **Notice of Filing Original Verification** was served upon the Plaintiff, by United States first-class mail, postage pre-paid, addressed as follows:

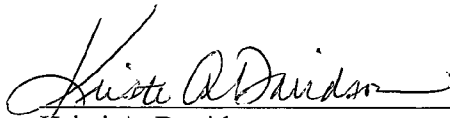
Roger D. McCall
P.O. Box. 225
Reynoldsville, PA 15851

and upon Defendant Jacquelyn S. Dickey's counsel, by United States first-class mail, postage pre-paid, addressed as follows:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830

and upon Defendant North Central Pennsylvania Regional Planning Commission, by United States first-class mail, postage pre-paid, addressed as follows:

North Central Pennsylvania Regional Planning Commission
651 Montmorenci Road
Ridgeway, PA 15853



Kristi A. Davidson

CA

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

ROGER D. MCCALL,

PLAINTIFF,

v.

JACQULEYN S. DICKEY TWIGG MCCALL
DICKEY, NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING, and LINCOLN
NATIONAL LIFE INSURANCE,

DEFENDANTS

No. 05- 331 -CD

Type of Pleading:

PRELIMINARY OBJECTION

Filed By:

DEFENDANT DICKEY

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED

APR 19 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

ROGER D. MCCALL,

PLAINTIFF,

V.

JACQUELYN S. DICKEY TWIGG MCCALL DICKEY,

NORTH CENTRAL PENNSYLVANIA REGIONAL

PLANNING, and LINCOLN NATIONAL LIFE

INSURANCE COMPANY,

DEFENDANTS.

No. 05-331-CD

PRELIMINARY OBJECTION OF DEFENDANT JACQUELYN S. DICKEY

AND NOW, COMES a Defendant, Jacquelyn S. Dickey, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her PRELIMINARY OBJECTION:

Background Information

1. This matter was commenced by the Plaintiff filing a pro se Civil Complaint on March 10, 2005.

PO I: Lack of Jurisdiction (Pa.R.Civ.P. 1028(a)(1))

2. That Plaintiff has failed to serve a true and correct copy of the CIVIL COMPLAINT on Defendant Dickey either by (i) the Sheriff of Clearfield County or (ii) by any competent adult.

3. That pursuant to Pa.R.Civ.P. 400(a), service of this type of complaint must be made by the Sheriff.

4. That in the unlikely event that this Court would determine that this is the type of action which could be served by any competent adult (see Pa.R.Civ. P. 400(b), (c) or Pa.R.Civ.P. 1930.4), Plaintiff still did not have the complaint so served.

5. All Plaintiff has done is to serve the same by mail on counsel for Plaintiff, which should be noted prior to entering formal entry of appearance.

6. Upon information and belief, Plaintiff has also failed to file with the Prothonotary a return of service as required by Pa.R.Civ.P. 405.


7. The Superior Court, in Moses v. T.N.T. Red Star Express, et.al., 725 A.2d 792 (1999), has stated, citing its decision in Cahill v. Schults, 643 A.2d 121 (1994), that “unless a party applies to a court for an extension of time in which to serve original process, or unless the parties agree to an extension of time in which to serve original process, or unless the parties agree to waive the thirty-day time restriction, a writ or complaint will be dead at the expiration of thirty days”.

8. In Sharp v. Valley Forge Medical Center and Heart Hospital, Inc., 221 A.2d 185 (1966), the Supreme Court of Pennsylvania more succinctly stated that “the rules relating to service of process must be strictly followed, and jurisdiction of the court over the person of the defendant is dependent upon proper service having been made.

9. That based upon the Plaintiff’s failure to effectuate proper service of process, this Court lacks jurisdiction over Defendant Jacquelyn S. Dickey.

WHEREFORE, Defendant Jacquelyn S. Dickey respectfully requests that Plaintiff’s CIVIL COMPLAINT be dismissed in that this Honorable Court lacks jurisdiction over her given Plaintiff’s failure to effectuate service of process.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'T. Noble', is written over a horizontal line.

Theron G. Noble, Esquire
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

ROGER D. MCCALL,

PLAINTIFF,

V.

JACQUELYN S. DICKEY TWIGG MCCALL DICKEY,
NORTH CENTRAL PENNSYLVANIA REGIONAL
PLANNING, and LINCOLN NATIONAL LIFE
INSURANCE COMPANY,

DEFENDANTS.

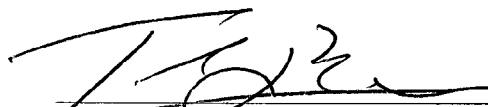
No. 05-331-CD

VERIFICATION

I, Theron G. Noble, Esquire, do hereby swear and affirm that I have read the foregoing PRELIMINARY OBJECTION and that the averments therein contained are true and correct to the best of my knowledge, information and belief. Furthermore, I am over the age of 18 years of age and give this unsworn statement knowing it is to authorities and subject to the penalties of 18 Pa.C.S.A. 4901.

So made this 17th day of April, 2005.

Respectfully Submitted,



Theron G. Noble, Esquire
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

ROGER D. MCCALL,

PLAINTIFF,

V.

JACQUELYN S. DICKEY TWIGG MCCALL DICKEY,

NORTH CENTRAL PENNSYLVANIA REGIONAL

PLANNING, and LINCOLN NATIONAL LIFE

INSURANCE COMPANY,

DEFENDANTS.

No. 05-331-CD

CERTIFICATE OF SERVICE

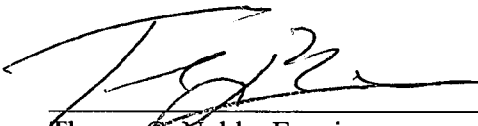
I, Theron G. Noble, Esquire, do hereby swear and affirm that I have mailed a true and correct copy of Defendant Dickey's PRELIMINARY OBJECTION, via United States Mail, first class, postage prepaid, this 17th day of April, 2005, to the below indicated persons being all parties of record, or their counsel:

Roger D. McCall
P.O. Box 225
Reynoldsville, PA 15851

North Central Pennsylvania
Regional Planning Commission
651 Montmorenci Rd.
Ridgway, PA 156853

Kristi A. Davidson, Esquire
Buchanan Ingersoll PC
301 Grant St., 20th Floor
Pittsburgh, PA 15219-1410

Respectfully Submitted,



Theron G. Noble, Esquire
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

FILED

01/9/21/05

APR 27 2005

William A. Shaw
Prothonotary/Clerk of Courts

CR
1CC App's:
Noble
Davidson
1CC Piff:
PO Box 225
Reynoldsville, PA
15851
1CC App's:
Central
6511 Montmorency
Road
Ridgway, PA
15853

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ROGER D. MCCALL

:

VS.

:

NO. 05-331-CD

JACQUELYN S. DICKEY, et al

:

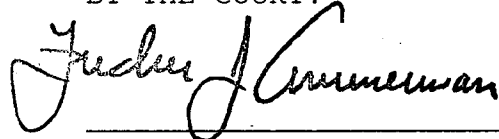
ORDER

NOW, this 25th day of April, 2005, this being the date set for argument relative an Order presented to the court, along with the Complaint filed on behalf of the Plaintiff, who is proceeding pro se; the Court noting that the procedure being followed by the Plaintiff in requesting a hearing on "material issues of fact" prior to the close of pleadings is incorrect; the Court further noting the Preliminary Objections filed on April 19, 2005, by Attorney Theron G. Noble, Counsel for the Defendant, Jacquelyn S. Dickey (Twigg), challenging the Court's jurisdiction due to the sheriff not having served the complaint; the Court believing that the Preliminary Objections are correct in that it is required by Rules of Civil Procedure that the complaint be served by the Sheriff of Clearfield County or his designee, it is the ORDER of this Court that the Preliminary Objections be and are hereby granted and that the complaint be dismissed in regard to Defendant, Jacquelyn S. Dickey (Twigg).

The Court further noting that Lincoln National Life Insurance Company is a named Defendant in the case; and that Attorney Kristi Davidson is present, representing Lincoln

National Life Insurance Company; and that the said Defendant has no objections to jurisdiction relative service issues and has filed an Answer and New Matter which will appear of record; it also being the understanding of the Court that the said insurance company defendant is not requesting any further hearing in the case, nor does said company intend to request a further hearing on any issues of material fact but, under the circumstances with the dismissal of Jacquelyn S. Dickey (Twiggy) as a party, may wish to file further documents with the Court, it is the further Order of this Court that the insurance company have no more than thirty (30) days from this date in which to supply the Plaintiff with a true and correct copy of the document in question, being a Spousal Consent and Waiver Form, unless said insurance company files an appropriate Petition or Motion with the Court within the said thirty (30) days raising some additional legal issue which the said Defendant believes may preclude it from supplying the document.

BY THE COURT:

A handwritten signature in cursive script, appearing to read "Judge J. K. Kimmelman", written over a horizontal line.

President Judge

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

**Jacquelyn S. McCall
Plaintiff**

v.

**Roger D. McCall
Defendant**

ARTICLE OF AGREEMENT

The parties hereto, as part of their overall agreement in the settlement of their domestic matters, hereby agree as follows:

1. Separation: It shall be lawful for each party at all times hereafter to live separate and apart from the other party at such place or places as she or he may from time to time choose or deem fit. The foregoing provision shall not be taken as an admission on the part of either party of the lawfulness or unlawfulness of the causes leading to their living apart. Each party shall be free from interference, authority and contact by the other, as fully as if he or she were single and unmarried, except as may be necessary to carry out the provisions of this Agreement.

2. Subsequent Divorce: Parties agree, stipulate and move that this document may be entered into and form a part of the record of any divorce proceedings; and that it is intended to, and shall be construed to constitute the final and complete understanding of the parties pertaining to all rights between them, such that unless otherwise herein specifically provided for, the parties waive their rights to make claims against one another pertaining to any aspects of the divorce.

3. Full Disclosure: The parties promise and stipulate that they have made full and fair disclosure to each other of all their assets, and source of income, wherever located, and whenever obtained, whether prior to or during the marriage, and no matter

whether owned by the parties jointly, or by either of them, and that they have not failed to make any material disclosure that would have affected either's thinking or determinations in entering into this Agreement.

4. Mutual Release and Discharge of General Claims: Subject to the provisions of this Agreement, each party has remised, released and forever discharged, and by these present does, for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, remise, release and forever discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or in equity, which either of the parties hereto ever had or now have from the beginning of time to the date of this Agreement, in all and every jurisdiction.

5. Mutual Release and Discharge of Claims in Estates: Also subject to this Agreement, each party hereby releases, waives and relinquishes any and all rights which he or she may now have or may heretofore had as the other party's spouse under the present or future laws of any jurisdiction to share in the estate of the other party's spouse under the present or future laws of any jurisdiction to share in the estate of the other party upon the latter's death, or to act as Executor or Administrator of the other party's estate. This provision is intended to and shall constitute a mutual waiver by the parties to take against each other's Will as now or hereafter enforced under the present or future laws or any jurisdiction whatsoever. The consideration for each party's waiver and release is the other party's reciprocal waiver and release. The parties intend by the aforescribed waive and release to relinquish any and all rights in and to each other's estate, including the rights of set off, and any and all distributive shares and all rights of election presently or hereafter provided for in any state of this or any jurisdiction.

6. Separability: In case any provisions of this Agreement should be held to be contrary to or invalid under the law of any country, state or jurisdiction, such illegality or invalidity shall not affect in any way any other provisions hereof, all of which shall continue nevertheless in full force and effect in any country, state or jurisdiction in which said provision is legal and valid.

7. Pension: In settling the matter of the marital debts and marital assets, and the payment as stated in paragraph 7, **WIFE** specifically waives any and all interest that she has to any pension of the said **HUSBAND**, and **HUSBAND** expressly waives any interest in a pension that he may have in regard to the **WIFE'S** employment with North Central Pennsylvania Regional Planning and Development Commission. Also the parties acknowledge that they have gone over all of the items, including the furniture and any other marital assets, pensions, vehicles, and jointly owned property, and that the payment by the **HUSBAND** as set forth herein shall constitute full and complete settlement between the parties, and each of the parties shall indemnify and save harmless the other from any and all responsibility on their items.

8. Equitable Distribution: The parties agree that the said **Roger D. McCall** shall by to **Jacquelyn S. McCall** the sum of **THREE THOUSAND** and 00/100 (\$3,000) **Dollars** within five (5) days of execution of the Agreement. The said **Jacquelyn S.**

McCall will pay the sum of **One Thousand Eight Hundred Thirteen and 00/100 (\$1813) Dollars** to the Internal Revenue Service for the 2003 taxes, the said **Roger McCall** will pay the sum of **Sixty Seven and 00/100 (\$67) Dollars** to **Central Tax Bureau** for the 2003 taxes, and the sum of **One Hundred and Eighty Seven (\$187)** to the **Commonwealth of PA** for the 2003 taxes. **Jacquelyn S. McCall** will remove the lawn swing, frame, and basketball hoop from the residence of **Roger D. McCall** as soon as the weather permits. **Jacquelyn S. McCall** agrees to sign over ownership of the jointly owned property at North Summit, Jefferson County to **Roger D. McCall**, as well as not pursue any claim to properties acquired by **Roger D. McCall** during the marriage or prior to marriage including personal residence at Treasure Lake, Clearfield County.

9. Legal Counsel: The parties acknowledge that they have both waived their rights to attorneys and that in executing this Agreement, they have had an opportunity to review the Agreement, and that no additional promises are involved in the same, and it is their intention to be legally bound hereby. Each party acknowledges that this Agreement is fair and equitable, that it is being entered into voluntarily and that it is not the result of any duress or any undue influence.

10. Debts and Future Debts: **Husband and Wife** agree to be solely responsible for debts incurred by them during the marriage and since separation and agree to save each other harmless from any and all responsibility, for the repayment of these debts.

11. Alimony, Alimony Pendente Lite: In consideration of the terms contained herein, each of the parties do herewith waive any alimony, and alimony pendent elite.

12. Separate 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, 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.

13. Controlling Law: This Agreement shall be governed, controlled by and construed under the laws of the Commonwealth of Pennsylvania.

14. Survival of Agreement: It is the intention of the parties that this instrument shall survive any action for divorce which may be instituted or prosecuted by either party and no order, judgment or decree of divorce, temporary, interlocutory, final or permanent, shall affect or modify the financial terms of this Agreement. It is also the intention of the parties that this Agreement shall survive any periods of reconciliation of the parties and no attempt at reconciliation of the parties or cohabitation by the parties hereinafter shall be assumed to cause the property as so divided in this Agreement to become marital property for the purposes of equitable distribution under the Divorce Code of the Commonwealth of Pennsylvania. The parties agree that all property divided by this Agreement shall remain the property of that party as specified within this Agreement unless this Agreement is rescinded by the parties by writing in similar form to

this Agreement. If the parties are ever divorced, this Agreement shall be embodied in, incorporated into, and made a part of any such judgment or decree of final divorce, but shall not merge with said judgment or decree.

15. Entire Agreement: This entire Agreement as agreed upon between the parties and shall be binding upon them, their heirs, executors, administrators and assigns.

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

WITNESS:

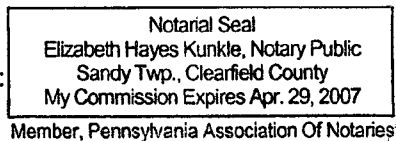
HUSBAND:

Elizabeth Hayes Kunkle

Roger D McCall
Roger D. McCall

4/2/04
Date

Seal:



WIFE:

Jacquelyn S McCall
Jacquelyn S. McCall

4/2/04
Date

CA

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

ROGER D. McCALL,

Plaintiff,

v.

NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING and LINCOLN
NATIONAL LIFE INSURANCE
COMPANY,

Defendants.

)
) NO. 05-331-CD
)
) TYPE OF CASE: Specific Performance
)
)
)
) **THE LINCOLN NATIONAL LIFE**
) **INSURANCE COMPANY'S MOTION TO**
) **JOIN JACQUELYN S. DICKEY AS AN**
) **INDISPENSABLE PARTY-DEFENDANT**
) **AND TO DISMISS ALL CLAIMS**
) **AGAINST LINCOLN NATIONAL WITH**
) **PREJUDICE**
)
) Filed on behalf of:
) Defendant Lincoln National
) Life Insurance Company
)

FILED ice
m 11:33 AM
MAY 12 2005
By William A. Shaw
Prothonotary/Clerk of Courts
Amy Davidson

Counsel of Record for this Party:

BUCHANAN INGERSOLL PC
Wendelynn J. Newton
Pa. I.D. No. 35163
Kristi A. Davidson
Pa. I.D. No. 84114
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219
(412) 562-8800

Dated: May 11, 2005

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

ROGER D. MCALL,)	
)	NO. 05-331-CD
Plaintiff,)	
)	
v.)	
)	
NORTH CENTRAL PENNSYLVANIA)	
REGIONAL PLANNING and LINCOLN)	
NATIONAL LIFE INSURANCE)	
COMPANY,)	
)	
Defendants.)	
)	
)	

CERTIFICATION

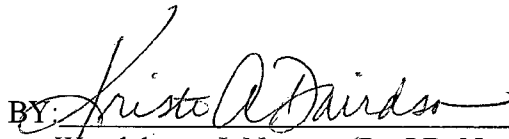
I hereby certify that I sought the agreement of all parties to the matters requested in this Motion.

Defendant North Central Pennsylvania Regional Planning Commission ("North Central") has stated, in writing, that it agrees with the relief requested and will not oppose this Motion. A true and correct copy of North Central's written agreement is attached hereto as Exhibit D.

Although Ms. Dickey refused to herself intervene in this matter as a party-defendant, in a letter dated April 26, 2005, a true and correct copy of which is attached hereto as Exhibit A, during oral argument on April 25, 2005, and in a letter dated May 6, 2005, a true and correct copy of which is attached hereto as Exhibit C, Ms. Dickey has stated, by and through her counsel, that she agrees with the requested relief and will not oppose this Motion.

On May 4, 2005, Lincoln National sent a letter to Plaintiff McCall asking whether he intended to oppose Lincoln National's Motion. A true and correct copy of the May 4, 2005, letter is attached hereto as Exhibit E. On May 6, 2004, Plaintiff McCall called the undersigned and stated that he intends to object to this Motion, despite the fact that he had originally named Ms. Dickey as a party-defendant still intends to re-file his action against Ms. Dickey.¹

BUCHANAN INGERSOLL PC

BY: 
Wendelynn J. Newton (Pa. I.D. No. 35163)
Kristi A. Davidson (Pa. I.D. No. 84114)
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, Pennsylvania 15219-1410

Attorneys for Defendant The Lincoln National
Life Insurance Company

¹ Were Plaintiff McCall to re-file his Complaint against Ms. Dickey, in all likelihood the two actions would be consolidated both for judicial economy and to protect all parties' interests. By joining Ms. Dickey to this action, the Court can avoid such further legal maneuvers.

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

ROGER D. McCALL,)
)
 Plaintiff,)
) No. 05-331-CD
 v.)
)
 NORTH CENTRAL PENNSYLVANIA)
 REGIONAL PLANNING and LINCOLN)
 NATIONAL LIFE INSURANCE)
 COMPANY,)
)
 Defendants.)

**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY'S MOTION TO JOIN
JACQUELYN S. DICKEY AS AN INDISPENSABLE PARTY-DEFENDANT AND TO
DISMISS ALL CLAIMS AGAINST LINCOLN NATIONAL WITH PREJUDICE**

AND NOW, comes Defendant The Lincoln National Life Insurance Company ("Lincoln National"), by and through its undersigned counsel, and hereby moves this Honorable Court to join Jacquelyn S. Dickey, who is an indispensable party, as a party-defendant. In support of its Motion, Lincoln National avers as follows:

PROCEDURAL HISTORY

1. On or about March 14, 2005, Plaintiff Roger D. McCall initiated this action by filing a Complaint.
2. On April 5, 2005, Lincoln National filed its Answer and New Matter to that Complaint. Among other defenses asserted by Lincoln National was the following: "Lincoln National at all times acted properly, particularly in light of the plan participant's written objections to the disclosure of any documents to Plaintiff." See Lincoln National's New Matter at ¶ 7.

3. On or about April 17, 2005, Jacquelyn S. Dickey filed a Preliminary Objection to the Complaint, asserting improper service of process.

4. On April 25, 2005, the Court sustained Ms. Dickey's Preliminary Objection and dismissed the Complaint as against Ms. Dickey only.

**MS. DICKEY HAS ARGUED THAT SHE
IS AN INDISPENSABLE PARTY**

5. Despite her request to be dismissed from the action, Ms. Dickey argued on April 25, 2005, that she is an indispensable party to the action.

6. By letter dated April 26, 2005, which was mailed to the undersigned, Ms. Dickey repeated her assertion that she is an indispensable party to the action and stated that Lincoln National must "seek[] to make her a proper party so that she can protect her own rights." A true and correct copy of the April 26, 2005 letter is attached hereto as Exhibit A.

7. By letter dated April 28, 2005, the undersigned encouraged Ms. Dickey to petition the Court to intervene in this action for the purpose of protecting whatever privacy interests and/or other arguments she may wish to assert. A true and correct copy of the April 28, 2005 letter is attached hereto as Exhibit B. Ms. Dickey declined to do so. See letter dated May 6, 2005, a true and correct copy of which is attached hereto as Exhibit C.

**MS. DICKEY SHOULD BE JOINED AS AN
INDISPENSABLE PARTY-DEFENDANT**

8. The Pennsylvania courts have stated that an indispensable party is "one whose rights are so directly connected with and affected by litigation that [s]he must be a party of record to protect such rights." Damico v. Royal Ins. Co., 383 Pa. Super. 239, 242, 556 A.2d 886, 887 (1989) (citation omitted).

9. The sole relief requested in the Complaint is the production of a 2003 spousal consent and waiver form that, according to Mr. McCall and Ms. Dickey, relates to the pre-divorce withdrawal of funds from Ms. Dickey's employer-sponsored pension plan.

10. Ms. Dickey has asserted privacy rights with respect to this form and has further asserted waiver objections based upon the divorce settlement between Ms. Dickey and Mr. McCall. To the extent that any defendant is required to produce a copy of the consent form to Mr. McCall, Ms. Dickey's interests will be directly affected. For example, the information contained on the consent form is Ms. Dickey's personal information. To the extent that this personal information has not been previously disclosed to her husband, producing the consent form to him now may adversely affect Ms. Dickey's privacy interests.

11. In contrast, Lincoln National's only relationship to this action is the fact that it has physical possession of the consent form sought – it has no direct interest in the information contained therein.

12. Lincoln National does not have sufficient information or knowledge to raise Ms. Dickey's objections for her. Rather, only Ms. Dickey has the information and knowledge needed to pursue her objections, and therefore only Ms. Dickey can "protect [her] rights" by directly participating in this action. In other words, justice cannot be afforded in this action without first giving Ms. Dickey the opportunity to assert her objections.

13. For these reasons, which are set forth more fully in Lincoln National's Brief in Support of this Motion filed concurrently herewith, Ms. Dickey is an indispensable party.

14. Rule 1032(2) of the Pennsylvania Rules of Civil Procedure states: "Whenever it appears by suggestion of the parties or otherwise . . . that there has been a failure to join an

indispensable party, the court shall order . . . that the indispensable party be joined, but if that is not possible, then it shall dismiss the action."

15. There is no reason why Ms. Dickey may not be joined as a party to this action.

16. Joining Ms. Dickey as a party to this action will save judicial resources, expedite the resolution of this matter, and resolve the service of process issues previously raised.

LINCOLN NATIONAL SHOULD BE DISMISSED
FROM THE ACTION, WITH PREJUDICE

17. After Ms. Dickey has been joined, Lincoln National will voluntarily deposit a copy of the consent form with the Court. This will satisfy all claims that Plaintiff McCall has asserted against Lincoln National. Because Mr. McCall's claims will have been satisfied by Lincoln National, there is no reason for Lincoln National's continued involvement in this matter, and the Court should dismiss Lincoln National from the action with prejudice. Notably, this is the resolution initially suggested by Ms. Dickey on April 25, 2005 during oral argument.

WHEREFORE, The Lincoln National Life Insurance Company moves this Court to enter an Order:

- (a) joining Jacquelyn S. Dickey as a party-defendant to this action;
- (b) directing Lincoln National to deposit a copy of the 2003 spousal consent and waiver form with the Court;
- (c) once the 2003 spousal consent and waiver form has been so deposited, dismissing Lincoln National from the action with prejudice; and
- (d) granting such other relief as the Court determines to be reasonable and just.

Proposed orders are attached.

BUCHANAN INGERSOLL PC

BY: 

Wendelynn J. Newton (Pa. I.D. No. 35163)

Kristi A. Davidson (Pa. I.D. No. 84114)

One Oxford Centre

301 Grant Street, 20th Floor

Pittsburgh, Pennsylvania 15219-1410

Attorneys for Defendant The Lincoln National
Life Insurance Company

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

ROGER D. McCALL,)	
)	
Plaintiff,)	
)	No. 05-331-CD
v.)	
)	
NORTH CENTRAL PENNSYLVANIA)	
REGIONAL PLANNING and LINCOLN)	
NATIONAL LIFE INSURANCE)	
COMPANY,)	
)	
Defendants.)	

ORDER

AND NOW, this ____ day of _____, 2005, upon consideration of The Lincoln National Life Insurance Company's Motion to Join Jacquelyn S. Dickey as an Indispensable Party-Defendant and to Dismiss All Claims Against Lincoln National With Prejudice, it is hereby ORDERED that:

- (1) A rule is issued upon Roger D. McCall ("Respondent") to show cause why Jacquelyn S. Dickey should not be joined as an indispensable party-defendant and The Lincoln National Life Insurance Company should not be dismissed from the action, with prejudice;
- (2) Respondent shall file his answer to the Motion, together with a legal Brief in support, within ____ days of this date;
- (3) To the extent Jacquelyn S. Dickey or North Central Pennsylvania Regional Planning Commission, both of whom have stated that they do not oppose the Motion, wish to file papers in support of the Motion, they must do so within ____ days of this date;
- (4) The Motion shall be decided under Pa. R.C.P. 206.7;
- (5) No depositions or discovery are necessary to decide this Motion;
- (6) No evidentiary hearing is necessary to decide this Motion;

- (7) This Motion will be decided on the papers without oral argument; and
- (8) Notice of the entry of this Order shall be provided to all parties by The Lincoln National Life Insurance Company.

BY THE COURT:

The Honorable Judge Frederic Ammerman

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

ROGER D. McCALL,)
)
Plaintiff,)
) No. 05-331-CD
v.)
)
NORTH CENTRAL PENNSYLVANIA)
REGIONAL PLANNING and LINCOLN)
NATIONAL LIFE INSURANCE)
COMPANY,)

Defendants.

ORDER

AND NOW, this ____ day of _____, 2005, upon consideration of The Lincoln National Life Insurance Company's Motion to Join Jacquelyn S. Dickey as an Indispensable Party-Defendant and to Dismiss All Claims Against Lincoln National With Prejudice, and all responses thereto, it is hereby ORDERED, ADJUDGED and DECREED that said Motion is GRANTED. It is further ordered as follows:

1. Jacquelyn S. Dickey is hereby joined as a party-defendant. The Sheriff shall immediately serve a copy of the Complaint upon Ms. Dickey. Ms. Dickey shall file a responsive pleading to the Complaint within twenty (20) days of the date of the Sheriff's service.
2. Defendant The Lincoln National Life Insurance Company is directed to deposit a copy of the 2003 spousal consent and waiver form with the Court within thirty (30) days of the date of this Order. Upon such deposit, and without any further action required by The Lincoln National Life Insurance Company, the Prothonotary shall mark the action discontinued with prejudice as to The Lincoln National Life Insurance Company.

BY THE COURT:

The Honorable Judge Fredric J. Ammerman

FERRARACCIO & NOBLE

**301 East Pine Street
Clearfield, PA 16830
(814) 765-4990
(814) 375-2221
FAX: (814) 765-9377**

Kristi A. Davidson, Esquire
Buchanan Ingersoll PC
301 Grant St., 20th Floor
Pittsburgh, PA 15219-1410

April 26, 2005

Re: McCall v. Dickey, et.al.;
Request to Maintain Privacy

Dear Ms. Davidson:

This letter follows the hearing yesterday concerning Mr. McCall's "Civil Complaint". Considering my attempt to have your client removed as a party to this case failed, it is now incumbent upon Lincoln to maintain Ms. Dickey's privacy rights. From a practical standpoint, this case now stands as if Ms. Dickey was never a party. As such, you must be guided by what you would do on behalf of your client if Mr. McCall had not originally named Ms. Dickey as a defendant.

I believe you can do so by either amending your pleadings to raise Mr. McCall's failure to join an indispensable party (now that Ms. Dickey has been removed as a defendant); or seeking to protect her rights. In the event you choose to do the later, I believe the issues which should be raised include: (i) a waiver issue in that Mr. McCall "signed off" of any interest in the pension plan and (ii) non-suit based upon this "civil action".

As to the waiver issue, in the packet of documents I gave to everyone yesterday was a "property settlement agreement" as well as the couples 2003 tax return. The PSA includes a release, specifically addresses the pension and provided that each party had a full opportunity to examine, review and discover information relative to all assets, including their pension. As such, I believe Mr. McCall has "waived" his right to what he now seeks, and can not offer any new circumstances or injury to overcome such waiver.

As to the non-suit, I believe Judge Ammerman paid little attention to exactly how we were in Court. Unless you have some other analysis, Mr. McCall's "Civil Complaint" has to be viewed as seeking injunctive relief, i.e. an order to provide a document that is being refused to be produced to him. When one seeks injunctive relief, he must establish that he is suffering (or will suffer) irreparable harm. Mr. McCall has not pled, nor can he prove such extraordinary circumstances, especially in light of the release and lack of actual harm.

Page 2

Re: McCall v. Dickey, et.al.

April 26, 2005

I understand you have thirty days from yesterday to take action to prevent Mr. McCall's continuing invasion of Ms. Dickey's privacy and his harassment of her. In simple terms, Ms. Dickey does not want the 2003 spousal waiver or any information about her or her finances to be provided to anyone, especially Mr. McCall, without an express Order of Court following a full and complete hearing.

I would also note that under Pa.R.Civ.P. 1032, you certainly may raise the failure to join an indispensable party issue. The Supreme Court has held that a party is indispensable "when his or her rights are so connected to the claims of the litigants that no decree can be made without impairing those rights". City of Philadelphia v. Commonwealth of Pennsylvania, 838 A.2d 566 (2003) quoting Sprague v. Casey, 550 A.2d 184, 189 (1988). The test used by the Supreme Court in determining an indispensable party includes: (1) Does an absent party have a right or interest related to the claim?; (2) If so, what is the nature of the right or interest?; (3) Is that right or interest essential to the merits of the claim?; and (4) Can justice be afforded without violating the due process rights of the absent party?.

In this situation, there can be no argument that (1) Ms. Dickey has a right interested to Mr. McCall's claim; (2) it is a privacy right; (3) this right will be violated if Mr. McCall is successful in his litigation; and (4) Ms. Dickey's due process rights will only be protected if (a) your client protects her rights or (b) seeks to make her a proper party so that she can protect her own rights.

Although it is not the outcome I or Ms. Dickey sought, to have your client remain active in this case, it seems that by some poor reasoning by the Court, you are the one left to see that Ms. Dickey's rights are protected. If you choose to have Ms. Dickey made a party, we will again of course seek to have your client removed from the case.

Lastly, in considering this matter, please also take into consideration that a party, North Central, your plan participant, neither filed an answer nor was heard on this matter, apparently not through their fault as they claim they were never served. Although I do not feel North Central's participation is essential in this case, that is not my decision and I can't think any Court should make any decision without affording a litigant an opportunity to be heard.

Please advise me at your earliest opportunity of your client's intended course of action.

Page 3

Re: McCall v. Dickey, et.al.

April 26, 2005

With regards, I am

Sincerely,

A handwritten signature in black ink, appearing to read 'T. G. Noble', with a long horizontal flourish extending to the right.

Theron G. Noble, Esquire

tn/TGN w.encl.

cc: Ms. Jacquelyn Dickey

Buchanan Ingersoll PC

ATTORNEYS

Kristi A. Davidson
412 562 1457
davidsonka@bipc.com

One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219-1410
T 412 562 8800
F 412 562 1041

www.buchananingersoll.com

April 28, 2005

**Via Certified Mail, Return Receipt
Requested**

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830

Re: Roger D. McCall v. Dickey, et al.
No. 05-331-CD

Dear Mr. Noble:

I have received your letter dated April 27, 2005, in which you assert that Ms. Dickey wishes to protect whatever privacy interests she may have with respect to the 2003 spousal waiver and consent form signed by Mr. McCall.

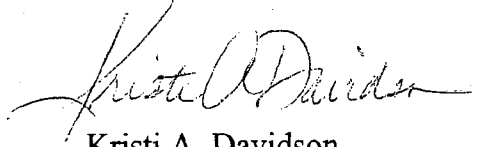
While we appreciate Ms. Dickey's attempts to "bring us up to speed" regarding the events that transpired during Ms. Dickey's and Mr. McCall's divorce proceedings, Lincoln National does not have sufficient knowledge of those events to pursue the objections that Ms. Dickey has indicated she would want to be raised were she a party to the lawsuit. Thus, Lincoln National believes that Ms. Dickey herself must be the person to make these arguments.

Despite her decision on April 25, 2005, to pursue a legal technicality and be dismissed from the lawsuit, Ms. Dickey still has the power to assert herself into this action and to pursue her substantive objections directly. Namely, Ms. Dickey may petition the Court to intervene in this action. Lincoln National believes that this is the most expedient and effective means of making Ms. Dickey a "proper party," as you called it in your letter, to the action. Indeed, it will produce the same result as arguing that Ms. Dickey is an indispensable party, as the Pennsylvania Rules of Civil Procedure dictate that indispensable parties must be joined in the action to the extent possible.

April 28, 2005
Page - 2 -

Please let me know by noon on May 13, 2005, whether Ms. Dickey intends to intervene in this action. As an accommodation to Ms. Dickey and consistent with its prior attempts to protect Ms. Dickey's interests, Lincoln will not respond to the Court's Order until after that time.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kristi A. Davidson". The signature is written in dark ink and is positioned above the printed name.

Kristi A. Davidson

cc: Wendelynne J. Newton, Esquire

FERRARACCIO & NOBLE

301 East Pine Street
Clearfield, PA 16830
(814) 765-4990
(814) 375-2221
FAX: (814) 765-9377

Kristi A. Davidson, Esquire
Buchanan Ingersoll PC
301 Grant St., 20th Floor
Pittsburgh, PA 15219-1410

May 6, 2005

Re: McCall v. Dickey, et.al.;
Follow Up to Letter of

Dear Ms. Davidson:

I have had an opportunity to review your letter of April 28, 2005, and discuss the same with Ms. Dickey.

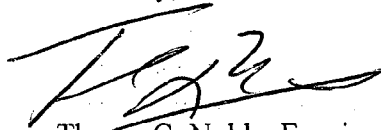
First, I would point out that the Plaintiff's actions, resulting in the "legal technicality", were also applicable to your client. As you would recall, his ineffective service also resulted in the third defendant never filing a response nor even appearing at hearing. There are a reason for such rules and just because your client, most likely economic reasons, chose not to have the same enforced does not diminish the implications to others.

I do concur with you that Ms. Dickey is the best person to protect her own interests. It is for this reason that we would not oppose your motion to join her as an indispensable party. Having said that, I do not believe that Ms. Dickey is in a position to assert herself as an intervener in these circumstances. To do so, would be to give Mr. McCall benefit for his non compliance with the rules of civil procedure.

As such, please be advised that Ms. Dickey would agree to be brought back into the suit to protect her own interests by your client. She will not seek to intervene on her own because your client, as her fiduciary, must either protect her interests or will seek to make her an indispensable party without her objection.

With regards, I am

Sincerely,



Theron G. Noble, Esquire

tn/TGN w.encl.

cc: Ms. Jacquelyn Dickey

Buchanan Ingersoll PC

ATTORNEYS

Kristi A. Davidson
412 562 1457
davidsonka@bipc.com

One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219-1410
T 412 562 8800
F 412 562 1041
www.buchananingersoll.com

May 4, 2005

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Barbara Leitzel, HR Specialist
Howard Glessner, Deputy Director
North Central Pennsylvania Regional Planning Commission
651 Montmorenci Road
Ridgeway, PA 15853

Re: Roger D. McCall v. North Central Pennsylvania Regional Planning and
Lincoln National Life Insurance Company, Case No. 05-3310CD

Dear Ms. Leitzel and Mr. Glessner:

At the oral argument on April 25, 2005, with respect to the above-captioned matter, Ms. Dickey asserted objections to the action on the basis that the Sheriff had not personally served her with a copy of the Complaint. Judge Ammerman agreed with Ms. Dickey's technical legal objection and, when Ms. Dickey refused to waive her objection, Judge Ammerman was forced to dismiss Ms. Dickey from the action.

Despite her dismissal from the action, on April 25, 2005, Ms. Dickey continued to object to the production of the spousal consent form requested in the Complaint. Since then, Ms. Dickey has continued to press her objections with Lincoln National.

Lincoln National believes that, to the extent Ms. Dickey wishes to lodge objections to the production of the spousal consent form, she should be making those objections directly to the Court. Accordingly, Lincoln National has asked Ms. Dickey to voluntarily come back into the action by filing a petition to intervene.

Should Ms. Dickey refuse to file a petition to intervene on her own behalf, Lincoln National is prepared to itself file a Motion asking the Court to bring her back into the action on the grounds that Ms. Dickey is an indispensable party to this action.

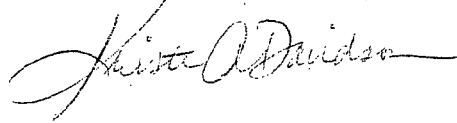
Lincoln National further proposes that, once Ms. Dickey is again a party to the action, Lincoln National will deposit a copy of the spousal consent form with the Court.

May 4, 2005
Page - 2 -

By depositing a copy of the form with the Court, Lincoln National will have satisfied all claims that Mr. McCall has raised against Lincoln National. Once these claims are satisfied, Lincoln National should be dismissed from the action.

If you agree with the foregoing, please sign this letter below and return the signed letter to me in the enclosed, self-addressed and stamped envelope. To the extent that you have retained counsel, please provide me with your counsel's name, address and telephone number so that I may direct this and any future communications to him or her.

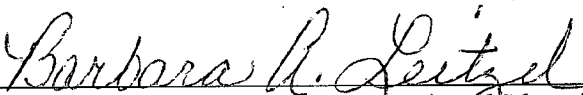
Very truly yours,



Kristi A. Davidson

Enclosure

I AGREE:


North Central Pennsylvania Regional Planning,
by BARBARA A. LEITZEL

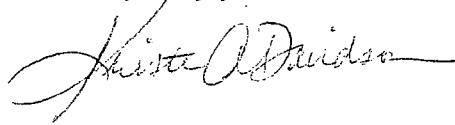
Counsel: Thomas G.G. Coppolo
19 N. St. Marys Street
St. Marys PA 15857
Phone: 814-834-2848

May 4, 2005
Page - 2 -

By depositing a copy of the form with the Court, Lincoln National will have satisfied all claims that Mr. McCall has raised against Lincoln National. Once these claims are satisfied, Lincoln National should be dismissed from the action.

If you agree with the foregoing, please sign this letter below and return the signed letter to me in the enclosed, self-addressed and stamped envelope. To the extent that you have retained counsel, please provide me with your counsel's name, address and telephone number so that I may direct this and any future communications to him or her.


Very truly yours,



Kristi A. Davidson

Enclosure

I AGREE:


North Central Pennsylvania Regional Planning,
by Howard Glessner

Counsel: Thomas G.G. Coppolo
19 N. St. Marys Street
St. Marys PA 15857

Phone: 814-834-2848

FILE

Buchanan Ingersoll PC

ATTORNEYS

Kristi A. Davidson
412 562 1457
davidsonka@bipc.com

One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219-1410
T 412 562 8800
F 412 562 1041
www.buchananingersoll.com

May 4, 2005

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Roger D. McCall
P.O. Box. 225
Reynoldsville, PA 15851

Re: Roger D. McCall v. North Central Pennsylvania Regional Planning and
Lincoln National Life Insurance Company, Case No. 05-3310CD

Dear Mr. McCall:

Despite her request to be dismissed from the action you filed with the Court, Ms. Dickey has continued to object to the production of the spousal consent form.

Lincoln National believes that, to the extent Ms. Dickey wishes to object to the production of the spousal consent form, she should be making her objections to the Court. Accordingly, Lincoln National has asked Ms. Dickey to voluntarily come back into the action by filing a legal document called a "petition to intervene."

Should Ms. Dickey refuse to file her own petition asking to be brought back into the action, Lincoln National is prepared to itself file a Motion asking the Court to bring her back in.

Lincoln National further proposes that, once Ms. Dickey is again a party to the action, Lincoln National will deposit a copy of the spousal consent form with the Court. By depositing a copy of the form with the Court, Lincoln National will have satisfied all claims that you have raised against it, and therefore Lincoln National should be dismissed from the action.

I am writing this letter to inquire whether you are in agreement with the foregoing course of action. I suspect that you are, considering you had chosen to file the lawsuit against Ms. Dickey initially, and Ms. Dickey was dismissed from the action only because of a legal technicality.

May 4, 2005
Page - 2 -

If you agree to Lincoln National's proposal, as outlined above, please sign this letter below and return it to me in the enclosed, self-addressed and stamped envelope.

Very truly yours,

A handwritten signature in cursive script, reading "Kristi A. Davidson", followed by a horizontal line.

Kristi A. Davidson

Enclosure

I AGREE:

Roger D. McCall

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 11th day of May, 2005, a true and correct copy of the foregoing **Motion to Join Jacquelyn S. Dickey as an Indispensable Party - Defendant and to Dismiss All Claims Against Lincoln National With Prejudice**, was served upon the Plaintiff, by United States first-class mail, postage pre-paid, addressed as follows:

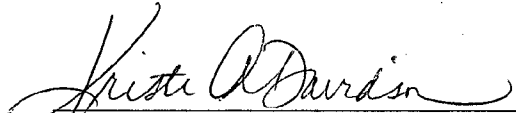
Roger D. McCall (*pro se*)
P.O. Box. 225
Reynoldsville, PA 15851

and upon Defendant North Central Pennsylvania Regional Planning Commission, by United States first-class mail, postage pre-paid, addressed as follows:

Thomas G. G. Coppolo, Solicitor
North Central Pennsylvania Regional Planning Commission
19 N. St. Marys Street
St. Mary's, PA 15857

and upon counsel for Jacquelyn S. Dickey, by United States first-class mail, postage pre-paid, addressed as follows:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830


Kristi A. Davidson

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:

N. Cernat
Receivable
#HS 23100 Planure

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name)

Harold Jessop ☐ Date of Delivery *3/4/05*

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7004 1350 0004 9670 6329

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



• Sender: Please print your name, address, and ZIP+4 in this box •

Royce M. Pace
PO Box 225
Regwilde PA
1537



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:

*J. Dickey
Twigg McCann*

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* B. Received by (Printed Name) *[Signature]* C. Date of Delivery *[Signature]*
MAR 11 2005

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

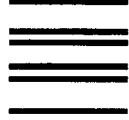
2. Article Number *#053240*
 (Transfer from service label) 7004 1350 0004 9670 6305

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Roeel McCall
PO Box 225
Reynoldsville PA
15857

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

ROGER D. McCALL,

Plaintiff,

v.

NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING and LINCOLN
NATIONAL LIFE INSURANCE
COMPANY,

Defendants.

)
) No. 05-331-CD
)
) Type of Case: Specific Performance
)
)
) **THE LINCOLN NATIONAL LIFE**
) **INSURANCE COMPANY'S BRIEF IN**
) **SUPPORT OF ITS MOTION TO JOIN**
) **JACQUELYN S. DICKEY AS AN**
) **INDISPENSABLE PARTY-DEFENDANT**
) **AND TO DISMISS ALL CLAIMS**
) **AGAINST LINCOLN NATIONAL WITH**
) **PREJUDICE**
)
) Filed on behalf of:
) Defendant Lincoln National
) Life Insurance Company
)

RECEIVED

MAY 12 2005

COURT ADMINISTRATOR'S
OFFICE

Counsel of Record for this Party:

BUCHANAN INGERSOLL PC
Wendelynn J. Newton
Pa. I.D. No. 35163
Kristi A. Davidson
Pa. I.D. No. 84114
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219
(412) 562-8800

Dated: May 11, 2005

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

ROGER D. McCALL,)
)
Plaintiff,)
) No. 05-331-CD
v.)
)
NORTH CENTRAL PENNSYLVANIA)
REGIONAL PLANNING and LINCOLN)
NATIONAL LIFE INSURANCE)
COMPANY,)
)
Defendants.

**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY'S BRIEF
IN SUPPORT OF ITS MOTION TO JOIN JACQUELYN S. DICKEY
AS AN INDISPENSABLE PARTY-DEFENDANT AND TO DISMISS
ALL CLAIMS AGAINST LINCOLN NATIONAL WITH PREJUDICE**

AND NOW, comes Defendant The Lincoln National Life Insurance Company ("Lincoln National"), by and through its undersigned attorneys, and files this Brief in Support of its Motion to join Jacquelyn S. Dickey ("Ms. Dickey") as an indispensable party-defendant.

INTRODUCTION

Ms. Dickey's actions have forced upon Lincoln National a Hobson's choice. Either Lincoln National complies with this Court's April 25, 2005 Order and produces the 2003 spousal consent and waiver form to Mr. McCall, in which event Lincoln National potentially faces a subsequent lawsuit by Ms. Dickey alleging that Lincoln National breached what Ms. Dickey believes are Lincoln National's obligations to protect her privacy interests, or Lincoln National refuses to produce the consent form to Mr. McCall and faces possible contempt charges.

This Court should relieve Lincoln National of this Hobson's choice by joining Ms. Dickey as a party-defendant. Once Ms. Dickey has been so joined, Lincoln National will voluntarily produce the consent form at issue to the Court for safekeeping until the Court has

fully considered and ruled upon whatever objections Ms. Dickey chooses to advance and has decided whether Mr. McCall is entitled to receive a copy of the consent form. Moreover, because Lincoln National will have discharged all of its obligations by producing the consent form to the Court, it should be dismissed from the action with prejudice. For these and the following reasons, Lincoln National respectfully asks that this Court grant its Motion.

PROCEDURAL HISTORY

This is a dispute between an ex-husband (Plaintiff, Mr. McCall) and an ex-wife (Ms. Dickey) over the pre-divorce withdrawal of funds from Ms. Dickey's employer-sponsored pension fund. Lincoln National has no interest in this dispute other than it holds the document Mr. McCall is seeking and that Ms. Dickey apparently does not want to produce. In this way, the action is akin to an interpleader, whereby the usual course of action is for the party holding the property to deposit it with the Court and thereafter be dismissed from the action while the interested parties dispute who should have possession.

In fact, this was the precise solution Ms. Dickey proposed to the Court at oral argument on April 25, 2005. Namely, Ms. Dickey suggested that Lincoln National give her counsel, Mr. Noble, a copy of the 2003 spousal consent and waiver form (the "consent form"), who would maintain that copy until such time, if any, as the Court directed that it be produced to Mr. McCall. Ms. Dickey proposed that, provided Lincoln National so produced the document, it be dismissed from the action with prejudice. Lincoln National readily agreed to this proposed solution, and Mr. McCall indicated during the oral argument on April 25, 2005, that he would agree with any ruling the Court may make in this regard.¹

¹ As a result of Ms. Dickey's legal wranglings, Plaintiff McCall apparently has changed his mind and now intends to object to Ms. Dickey's participation in this action. On May 6, 2005, Plaintiff McCall called the undersigned and stated that he intends to oppose every action

Before this solution could be implemented, however, Ms. Dickey insisted that she be dismissed from the action based upon a legal technicality regarding Mr. McCall's failure to serve Ms. Dickey with legal process through the sheriff.² The Court sustained Ms. Dickey's legal objection and dismissed her from the action. As a result of her dismissal from the lawsuit, Ms. Dickey no longer had standing to make her objections and, thus, the Court ordered Lincoln National to produce the consent form to Mr. McCall.

Faced with a legal strategy that had backfired, at the end of the oral argument on April 25, 2005, Mr. Noble argued that, despite her request to be dismissed from the action, Ms. Dickey still maintains an interest in the outcome of this dispute and, therefore, is an indispensable party to this action. Mr. Noble further argued that, because Ms. Dickey is an indispensable party, the Court could not order Lincoln National to produce the consent form without first considering any objections that Ms. Dickey may have to that production. This Court ordered the production nonetheless.

The very next day – April 26, 2005 – Mr. Noble sent the undersigned counsel a letter instructing Lincoln National not to produce the consent form because such production would breach Lincoln National's alleged obligation to protect Ms. Dickey's privacy interests. (Motion, Ex. A.) Mr. Noble further directed Lincoln National that it must defend this action by "rais[ing] the failure to join an indispensable party" and "seek[ing] to make [Ms. Dickey] a proper party so that she can protect her own rights." (Id.)

Ms. Dickey – or anyone he believes to be associated with Ms. Dickey – attempts to take in this action.

² Lincoln National did not make this preliminary objection for the simple reason that it is an out-of-state defendant, and the Pennsylvania Rules of Civil Procedure expressly allow for service of original process on out-of-state defendants by mail. Pa. R. Civ. Proc. 404. Moreover, Lincoln National has no interest in playing legal games, but rather is interested in resolving this action on its merits.

Following receipt of Mr. Noble's April 26 letter, the undersigned encouraged Ms. Dickey to protect her interests by petitioning the Court to intervene in this action so that she would be a "proper party" and could assert whatever objections to the disclosure of the waiver form she deemed necessary. (Motion, Ex. B.) Although her counsel concurred that "Ms. Dickey is the best person to protect her own interests," Ms. Dickey chose to continue her argument based upon the legal technicality and refused to petition to intervene. (Motion, Ex. C.) At the same time, however, Ms. Dickey again reasserted her position that Lincoln National must "seek to make her an indispensable party." (Id.)

In light of Ms. Dickey's legal maneuvers, Lincoln National has now been forced to file a Motion seeking to join Jacquelyn S. Dickey as an indispensable party-defendant. For the following reasons, Lincoln National's Motion should be granted.

STATEMENT OF QUESTIONS INVOLVED

1. Whether Ms. Dickey is an indispensable party to this action such that under Rule 1032(2) of the Pennsylvania Rules of Civil Procedure this Court does not have jurisdiction to proceed unless Ms. Dickey is joined as a party-defendant?

Suggested answer: Yes.

2. Whether the Court should dismiss Lincoln National from this action, with prejudice, after Lincoln National has satisfied Plaintiff McCall's claims?

Suggested answer: Yes.

ARGUMENT

I. Ms. Dickey Should Be Joined as an Indispensable Party-Defendant

Rule 1032(2) of the Pennsylvania Rules of Civil Procedure states: "Whenever it appears by suggestion of the parties or otherwise . . . that there has been a failure to join an indispensable party, the court shall order . . . that the indispensable party be joined, but if that is not possible,

then it shall dismiss the action." An indispensable party is "one whose rights are so directly connected with and affected by litigation that [s]he must be a party of record to protect such rights." Damico v. Royal Ins. Co., 383 Pa. Super. 239, 242, 556 A.2d 886, 887 (1989) (citation omitted).

When determining whether a party is indispensable to an action, the Supreme Court has instructed trial courts to consider the following factors:

1. Does an absent party have a right or interest related to the claim?
2. If so, what is the nature of the right or interest?
3. Is that right or interest essential to the merits of the claim?
4. Can justice be afforded without violating the due process rights of the absent party?

E-Z Parks, Inc. v. Philadelphia Parking Auth., 103 Pa. Commw. 627, 632, 521 A.2d 71, 73 (1987).

A. Ms. Dickey Has Asserted a Right or Interest Directly Related to Mr. McCall's Claims

Ms. Dickey has asserted, both during oral argument before this Court and in subsequent correspondence to the undersigned counsel, at least two interests in Mr. McCall's claims. More particularly, Ms. Dickey has asserted that the consent form Mr. McCall seeks contains her private financial information, which she desires to protect from disclosure, and that Mr. McCall waived his right to obtain a copy of the consent form when he entered into a divorce settlement with Ms. Dickey.

B. Ms. Dickey's Asserted Interests Are Substantial

Assuming that the information set forth on the consent form is, in fact, private, then Ms. Dickey's interest in the production of that consent form to a third party is significant. Indeed, once the consent form has been produced to Mr. McCall, the resulting injury to

Ms. Dickey (if any) could not be undone because Mr. McCall could not "unlearn" what he discovered when reading the consent form.

Similarly, the courts have long recognized a party's right not to have issues litigated in one forum and then sought to be relitigated in another forum. Foster v. Mutual Fire, Marine and Inland Ins. Co., 544 Pa. 387, 404, 676 A.2d 652, 661 (1996) ("The purposes of the [collateral estoppel/res judicata] rule are the protection of litigants from the dual burden of relitigating an issue with the same party or his privy and the promotion of judicial economy through the prevention of needless litigation."). On their face, Ms. Dickey's waiver objections directly implicate not only Ms. Dickey's right not to be subjected to such relitigation, but also the Court's recognized interest in judicial economy and the finality of judicial judgments.

C. Ms. Dickey's Asserted Rights Are Essential to the Merits of the Claim

Mr. McCall's Complaint seeks a single action: the production of the spousal consent form. Thus, the only inquiry to be conducted by this Court is whether Mr. McCall is entitled to a copy of that consent form. Ms. Dickey's objections strike at the heart of this inquiry, and thus are essential to the merits of the claim asserted.

D. Justice Cannot Be Afforded Without Ms. Dickey's Participation

Lincoln National is not in a position to advance Ms. Dickey's arguments on her behalf. For example, Lincoln National does not know what information set forth on the consent form Ms. Dickey may have disclosed to Mr. McCall during the course of their marriage such that the information is no longer "private" and thus may not be subject to privacy concerns. With respect to Ms. Dickey's waiver argument, Lincoln National does not have any personal knowledge of Mr. McCall's and Ms. Dickey's divorce proceedings, what financial information was or was not

exchanged therein, and what statements they each made to induce the other to execute the divorce settlement.

Only Ms. Dickey has the information and knowledge needed to pursue these objections, and therefore only Ms. Dickey can "protect [her] rights" by directly participating in this action. In other words, Ms. Dickey cannot be granted "vicarious" due process through Lincoln National; rather, Ms. Dickey herself must be the one to make the arguments she has raised.

E. Ms. Dickey Is An Indispensable Party

For the foregoing reasons, Ms. Dickey is an indispensable party to Mr. McCall's claims. In fact, Mr. McCall himself recognized Ms. Dickey's central role in this action when he originally named her as a party-defendant. That Ms. Dickey was dismissed from the action on a legal technicality does not alter the fact that she must be present before the Court has jurisdiction to order the relief requested in Mr. McCall's Complaint. Accordingly, Ms. Dickey should be joined in this action as a party-defendant.

II. Lincoln National Should Be Dismissed From This Action, With Prejudice, Once It Has Deposited a Copy of the Consent Form With This Court

As Mr. McCall and Ms. Dickey acknowledged on April 25, 2005, Lincoln National's only relationship to or interest in this action is by virtue of its physical possession of the consent form. Lincoln National has agreed to deposit a true and correct copy of this consent form with the Court. Once it has done so, Mr. McCall's claims against Lincoln National will be satisfied. Accordingly, as Ms. Dickey previously suggested and as Mr. McCall appeared to agree, once Lincoln National has deposited the consent form with the Court, Lincoln National should be dismissed from the action with prejudice.

CONCLUSION

For the foregoing reasons, Lincoln National moves to join Jacquelyn S. Dickey as a party-defendant to this action, to dismiss Lincoln National from this action with prejudice as soon as it has deposited a copy of the consent form with this Court, and to award such other relief as is reasonable and just.

BUCHANAN INGERSOLL PC

BY: 

Wendelynn J. Newton (Pa. I.D. No. 35163)

Kristi A. Davidson (Pa. I.D. No. 84114)

One Oxford Centre

301 Grant Street, 20th Floor

Pittsburgh, Pennsylvania 15219-1410

Attorneys for Defendant The Lincoln National
Life Insurance Company

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 11th day of May, 2005, a true and correct copy of the foregoing **Brief in Support of The Lincoln National Life Insurance Company's Motion to Join Jacquelyn S. Dickey as an Indispensable Party and to Dismiss All Claims Against Lincoln National With Prejudice** was served upon the Plaintiff, by United States first-class mail, postage pre-paid, addressed as follows:

Roger D. McCall (*pro se*)
P.O. Box. 225
Reynoldsville, PA 15851

and upon Defendant North Central Pennsylvania Regional Planning Commission, by United States first-class mail, postage pre-paid, addressed as follows:

Thomas G. G. Coppolo, Solicitor
North Central Pennsylvania Regional Planning Commission
19 N. St. Marys Street
St. Mary's, PA 15857

and upon counsel for Jacquelyn S. Dickey, by United States first-class mail, postage pre-paid, addressed as follows:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830



Kristi A. Davidson

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

ROGER D. MCCALL

vs.

No. 05-331-CD

NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING and LINCOLN
NATIONAL LIFE INSURANCE
COMPANY

RULE

NOW, this 16 day of May, 2005, upon consideration of the attached Motion, a Rule is hereby issued upon the parties, to Show Cause why the Motion should not be granted. Rule Returnable the 7th day of June, 2005, for filing written response.

NOTICE

A MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING MOTION OR MOTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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 Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641, Ext. 1300 or 1301

FILED 3cc
014:0031 Amy
MAY 16 2005 Davidson

William A. Shaw W/ memo
Prothonotary/Clerk of Courts Re: service

(6R)

BY THE COURT:


Judge



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

MEMO: To all parties filing Petitions/Motions in Clearfield County:

Please make note of the following:

Rule 206(f) The party who has obtained the issuance of a Rule to Show Cause shall forthwith serve a true and correct copy of both the Court Order entering the Rule and specifying a return date, and the underlying Petition or Motion, upon every other party to the proceeding in the manner prescribed by the Pennsylvania Rules of Civil Procedure (see PA. R.C.P. 440) and upon the Court Administrator.

Rule 206(g) The party who has obtained the issuance of a Rule to Show Cause shall file with the Prothonotary, within seven (7) days of the issuance of the Rule, an Affidavit of Service indicating the time, place and manner of service. Failure to comply with this provision may constitute sufficient basis for the Court to deny the prayer of the Petition or Motion.

***** Please note: This also includes service of scheduling orders obtained as the result of the filing of any pleading.**

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

ROGER D. McCALL,

Plaintiff,

v.

NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING and LINCOLN
NATIONAL LIFE INSURANCE
COMPANY,

Defendants.

)
) No. 05-331-CD
)
) Type of Case: Specific Performance
)
)
) **AFFIDAVIT OF SERVICE**
)
)
)
) Filed on behalf of:
) Defendant Lincoln National
) Life Insurance Company
)

Counsel of Record for this Party:

BUCHANAN INGERSOLL PC
Wendelynne J. Newton
Pa. I.D. No. 35163
Kristi A. Davidson
Pa. I.D. No. 84114
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219
(412) 562-8800

Dated: May 20, 2005

FILED

MAY 23 2005

ma / 113016
William A. Shaw
Prothonotary (WR)

1 CENT TO ATT7

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

ROGER D. McCALL,)
)
Plaintiff,)
) No. 05-331-CD
v.)
)
NORTH CENTRAL PENNSYLVANIA)
REGIONAL PLANNING and LINCOLN)
NATIONAL LIFE INSURANCE)
COMPANY,)
)
Defendants.)

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Wendelynn J. Newton, being duly sworn, upon oath, deposes and says as follows:

1. I am an attorney for Defendant, Lincoln National Life Insurance Company ("Lincoln").
2. On May 16, 2005, this Court issued a Rule to the parties to show cause why Lincoln's Motion to Join Jacquelyn S. Dickey as an Indispensable Party-Defendant and to Dismiss All Claims Against Lincoln National With Prejudice should not be granted. This Rule is returnable on June 7, 2005. A true and correct copy of the Rule is attached hereto as Exhibit A.
3. Local Rule 206(f) of Clearfield County requires that this Rule and the underlying Motion be served upon all parties in the manner prescribed by Pa. R.C.P. 440 and upon the Court Administrator.
4. On May 20, 2005, I caused to be transmitted by United States First Class Mail, postage prepaid, a copy of the Rule and Motion, to the following:

David S. Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830

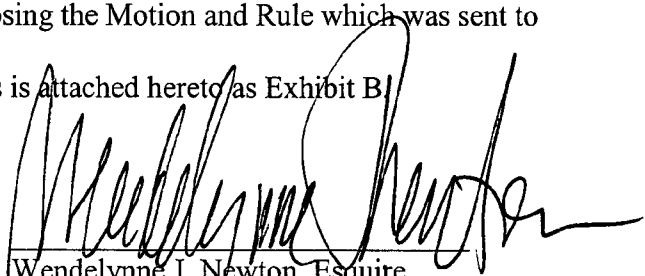
Roger D. McCall (*pro se*)
P.O. Box. 225
Reynoldsville, PA 15851

Thomas G. G. Coppolo, Solicitor
North Central Pennsylvania Regional Planning Commission
19 N. St. Marys Street
St. Mary's, PA 15857

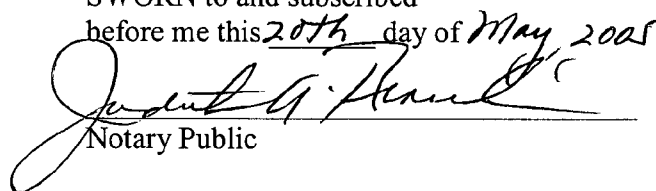
Theron G. Noble, Esquire
Ferraccio & Noble
301 Pine Street
Clearfield, PA 16830

5. A copy of the transmittal letter enclosing the Motion and Rule which was sent to the Court Administrator and to each of these parties is attached hereto as Exhibit B.

Date: May 20, 2005



Wendelynne J. Newton, Esquire
Pa. I.D. No. 35163

SWORN to and subscribed
before me this 20th day of May 2005

Notary Public

BUCHANAN INGERSOLL PC
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219
(412) 562-8932

Attorney for Defendant
Lincoln National Life Insurance Company

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Judith A. Rearick, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Oct. 28, 2008
Member, Pennsylvania Association Of Notaries

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

ROGER D. MCCALL

vs.

No. 05-331-CD

NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING and LINCOLN
NATIONAL LIFE INSURANCE
COMPANY

RULE

NOW, this 16 day of May, 2005, upon consideration of the attached Motion, a Rule is hereby issued upon the parties, to Show Cause why the Motion should not be granted. Rule Returnable the 7th day of June, 2005, for filing written response.

NOTICE

A MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING MOTION OR MOTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641, Ext. 1300 or 1301

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

MAY 16 2005

Attest

William D. Blum
Prothonotary/
Clerk of Courts

BY THE COURT:

/s/ Fredric J. Ammerman

Judge

EXHIBIT

A

Buchanan Ingersoll PC

ATTORNEYS

Wendelynn J. Newton

412 562 8932

newtonwj@bipc.com

One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219-1410

T 412 562 8800

F 412 562 1041

www.buchananingersoll.com

May 20, 2005

David S. Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830

Roger D. McCall
P.O. Box 225
Reynoldsville, PA 15851

Thomas G. Coppola, Solicitor
North Central Pennsylvania Regional
Planning Commission
19 N. St. Marys Street
St. Mary's, PA 15857

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830

Re: Roger D. McCall v. North Central Pennsylvania Regional Planning
Commission et al., No. 05-331-CD

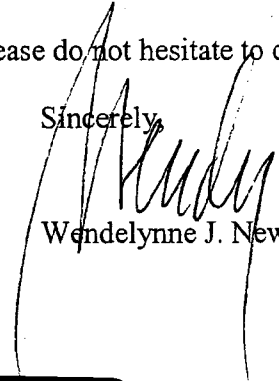
Gentlemen:

Pursuant to Rule 206(f) of the Clearfield County Local Rules of Civil Procedure, I enclose the Rule to Show Cause issued by the Court on May 16, 2005 upon consideration of Lincoln National Life Insurance Company's Motion to Join Jacquelyn S. Dickey as an Indispensable Party-Defendant and to Dismiss all Claims Against Lincoln National With Prejudice, also enclosed. This Rule is returnable June 7, 2005.

I have also enclosed Lincoln National Life Insurance Company's Affidavit of Service of these documents, which has also been sent to the Prothonotary today pursuant to Rule 206(g) of the Clearfield County Local Rules. A copy of my cover letter is enclosed for your reference.

If you have any questions or concerns, please do not hesitate to contact me.

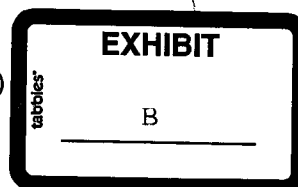
Sincerely,


Wendelynn J. Newton

WJN/na

Encs.

cc: Kristi Davidson (w/o encs.)



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL ACTION - EQUITY

ROGER D. McCALL,
Plaintiff

Vs.

NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING and
LINCOLN NATIONAL LIFE INSURANCE
COMPANY,
Defendants

)
) NO. 05-331-CD
)
) TYPE OF CASE: Specific Performance
)
)
)
) **ROGER McCALL'S ANSWER TO**
) **LINCOLN NATIONAL LIFE**
) **INSURANCE COMPANY'S MOTION**
) **TO JOIN JACQUELYN S. DICKEY AS**
) **AN INDISPENSABLE**
) **PARTY-DEFENDANT AND TO**
) **DISMISS ALL CLAIMS AGAINST**
) **LINCOLN NATIONAL WITH**
) **PREJUDICE**
)
) Filed by Roger McCall , pro se
) PO Box 225
) Reynoldsville, PA 15851
) (814)375-8931

Date June 4, 2005

FILED *NO CC*
mjl: 34/5X
JUN 06 2005 *@*

William A. Shaw
Prothonotary/Clerk of Courts

1. On April 25, 2005 all parties appeared before this Honorable Court.
2. Counsel for Defendant, Jacquelyn S. Dickey presented defenses to prevent Plaintiff from recovering documents in question. After rejecting all defenses presented, Counsel filed a Preliminary Objection for dismissal of Defendant Dickey only. Preliminary Objection was granted by this Court.
3. Defendant Dickey has argued that she is an indispensable party to this action.
4. Defendant Lincoln has requested that Defendant Dickey petition the Court to assert her claims as an indispensable party to this action. Defendant Dickey has refused to

file such a claim. Counsel for Defendant Dickey has provided Defendant Lincoln with arguments in Counsel's letter dated April 26, 2005. Defendant Lincoln responds on April 28, 2005 that Lincoln is unable to adequately pursue Defendant Dickey's arguments. Defendant Dickey's arguments were previously rejected by this Court on April 25, 2005.

5. Defendant Lincoln and Defendant Dickey should not be granted relief as their actions are conflicting and only frustrate the resolution of this matter.

6. Defendant Lincoln cites Rule 1032(2) "that there has been a failure to join an indispensable party, the court shall order.... that the indispensable party be joined, but if that is not possible, then it shall dismiss the action." Defendant Dickey has declined the opportunity to be added as an indispensable party protect her rights. Therefore, the Rule is not applicable as there is no failure to join, rather Defendant Dickey has pursued a legal strategy refusing to file a claim to join and assert any new claims.

7. Joining Defendant Dickey as requested on page 4, paragraph 16 of Lincoln's Motion was an option previously offered by the Court and rejected by Defendant Dickey.

8. Defendant Lincoln has volunteered to deposit a copy of the Spousal Consent and Waiver Form with the Court and sought to be dismissed from this matter. Plaintiff asks the Court deny Lincoln's request. Counsel for Lincoln has stated to the Plaintiff that they will not provide the Spousal Consent and Waiver Form supporting withdrawal of \$34,352. Counsel believes there is some unspecified ambiguity in the original Motion to Compel not requiring Lincoln to provide the Court or Plaintiff with all the requested documentation. Dismissal of Lincoln will only result in a subsequent Motion filing after Lincoln frustrates the resolution of this matter as directed by the Court.

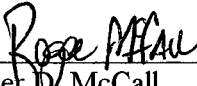
9. Counsel for Defendant Lincoln states in her Certification that the Plaintiff "still intends to re-file his action against Ms. Dickey". That is incorrect. Plaintiff stated there

was no need at this time to re-file against Defendant Dickey as the Court has ruled in favor of the Plaintiff, subject to any Defendant appeals.

WHEREFORE, Plaintiff Roger McCall moves this Court to enter an Order:

- (a) deny Motion filed by Defendant Lincoln;
- (b) direct Defendant Lincoln to immediately provide the Plaintiff with a true and correct copy of the document or documents in question, being a Spousal Consent and Waiver Form or Forms totaling \$34,352; and
- (c) granting such other relief as the Court determines to be reasonable and just.

RESPECTFULLY SUBMITTED,



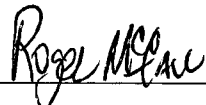
Roger D. McCall
Plaintiff

Thomas G.G. Coppolo, Solicitor
North Central Pennsylvania Regional Planning
19 N. St. Marys Street
St. Marys PA 15857

Wendelynn J. Newton, Esquire
Attorney for Lincoln National Life Insurance Company
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219

2. A copy of the transmittal letter enclosing the Answer to Lincoln's Motion which was sent to the Court Administrator is attached.

Date: June 4, 2005



Roger McCall
PO Box 225
Reynoldsville, PA 15851

CA

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

ROGER D. McCALL, Plaintiff

Vs.

05-331-CD

NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING
LINCOLN NATIONAL LIFE INSURANCE COMPANY
Defendants

FILED ^{no cc}
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William A. Shaw
Prothonotary/Clerk of Courts

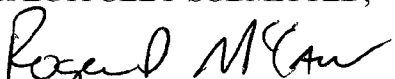
REQUEST FOR HEARING

NOW COMES, the Petitioner, Roger D. McCall hereby requests this Honorable Court to Order a Hearing for Lincoln National Life Insurance Company to present their new motions before this Court to issue a final ruling on these matters:

PROCEDURAL HISTORY

1. The Petitioner, Roger D. McCall is the Plaintiff in the above captioned matter.
2. Respondents, North Central Pennsylvania Regional Planning and Lincoln National Life Insurance Company, are the Defendants in the above captioned matter.
3. An order of this Court was made on April 25, 2005.
4. Defendant Lincoln National Life Insurance Company filed several new motions with the Court on May 11, 2005.
5. Petitioner Roger D. McCall filed an answer on June 4, 2005 requesting that this Honorable Court reject Defendant Lincoln's new motions and order that Petitioner be provided a true and correct copy of the document or documents in question, being a Spousal Consent and Waiver Form or Forms totaling \$34,352.

RESPECTFULLY SUBMITTED,



Roger D. McCall

FILED
03:23 PM
JUL 19 2005
William A. Shaw
Prothonotary/Clerk of Courts

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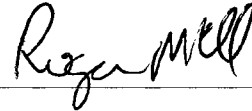
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Wendelynn J. Newton, Esquire
Attorney for Lincoln National Life Insurance Company
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219

Date: July 14, 200

A handwritten signature in cursive script, appearing to read "Roger McCall", written over a horizontal line.

Roger McCall
PO Box 225
Reynoldsville, PA 15851

CA

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

ROGER D. McCALL,
Plaintiff

vs.

NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING and LINCOLN
NATIONAL LIFE INSURANCE CO.,
Defendants

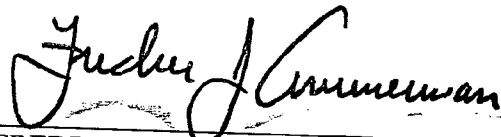
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NO. 05-331-CD

ORDER

NOW, this 21st day of July, 2005, the Court being in receipt of a request from the Plaintiff for argument on Defendants' Motion to Join Jacquelyn S. Dickey as an Indispensable Party-Defendant and to Dismiss all Claims Against Lincoln National with Prejudice; it is the ORDER of this Court that argument on said Motion will be scheduled for the 16th day of August, 2005, at 1:30 P.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED ^{CR} ICC Pff-
PO Box 225
012:19 ~~01~~ Reynoldsville, PA 15851
JUL 22 2005 ICC Atty Noble
William A. Shaw
Prothonotary/Clerk of Courts
Davidson
ICC North Central
651 Montmorenci Rd.
Ridgway, PA 15853

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

ROGER D. McCALL,

Plaintiff,

v.

NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING and LINCOLN
NATIONAL LIFE INSURANCE
COMPANY,

Defendants.

)
) NO. 05-331-CD
)
) TYPE OF CASE: Specific Performance
)
)
)
) **THE LINCOLN NATIONAL LIFE**
) **INSURANCE COMPANY'S**
) **OPPOSITION TO PLAINTIFF'S**
) **REQUEST FOR HEARING**
)
)
)
)
) Filed on behalf of:
) Defendant Lincoln National
) Life Insurance Company
)

Counsel of Record for this Party:

BUCHANAN INGERSOLL PC
Wendelynn J. Newton
Pa. I.D. No. 35163
Kristi A. Davidson
Pa. I.D. No. 84114
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219
(412) 562-8800

Dated: August 2, 2005

FILED ^{no cc}
mla:2481
AUG 04 2005 @

William A. Shaw
Prothonotary/Clerk of Courts

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

ROGER D. McCALL,)	
)	
Plaintiff,)	
)	No. 05-331-CD
v.)	
)	
NORTH CENTRAL PENNSYLVANIA)	
REGIONAL PLANNING and LINCOLN)	
NATIONAL LIFE INSURANCE)	
COMPANY,)	
)	
Defendants.)	

**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY'S
OPPOSITION TO PLAINTIFF'S REQUEST FOR HEARING**

AND NOW, comes Defendant The Lincoln National Life Insurance Company ("Lincoln National"), by and through its undersigned counsel, and hereby opposes Plaintiff's request for a hearing on Lincoln National's Motion to join Jacquelyn S. Dickey, who is an indispensable party, as a party-defendant. In support of its Opposition, Lincoln National states as follows:

**I. THE PARTIES HAVE FULLY ARGUED
AND BRIEFED THE ISSUES RAISED**

1. On April 25, 2005, the parties appeared before this Court. At that time, Ms. Dickey set forth her objections to the relief sought by Plaintiff and informed the Court of her interest in the disposition of this matter. Ms. Dickey's arguments on April 25, 2005, as well as Plaintiff's responses thereto, were recorded by a court reporter. This record is available for the Court's review.

2. On May 11, 2005, Lincoln National filed its formal Motion seeking to join Ms. Dickey as a party-defendant. Its arguments in support of such joinder are fully set forth in

Lincoln National's Motion and Brief in Support thereof, both of which are of record with the Court.

3. On June 4, 2005, Plaintiff responded in writing to Lincoln National's Motion. Plaintiff's response also is of record with the Court. Notably, Plaintiff did not set forth any arguments in opposition to Lincoln National's Motion that he had not previously made during oral argument on April 25, 2005.

4. Likewise, in his Request for Hearing, Plaintiff has not indicated that he has any arguments in opposition to Lincoln National's Motion that have not previously been made, either during oral argument on April 25, 2005, or in his written response filed June 4, 2005.

5. Because the parties have already made their arguments with respect to Ms. Dickey's joinder in this action both orally and in writing, there is no need for additional argument.

6. Indeed, the proposed order attached to Lincoln National's Motion requests that the Motion be decided upon the papers. Plaintiff did not object to that proposed procedure when he filed his written opposition.

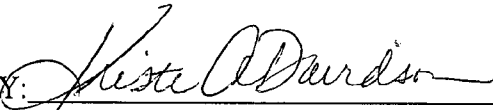
**II. ANY ADDITIONAL ORAL ARGUMENT
SHOULD BE HEARD TELEPHONICALLY**

7. Lincoln National is an out-of-state defendant, and its counsel's closest office is located in Pittsburgh, Pennsylvania. Requiring Lincoln National's counsel to appear in person for oral argument on matters that have already been fully briefed and argued unnecessarily burdens Lincoln National with extra travel costs and expenses.

8. For this reason, to the extent that the Court determines that additional oral argument would be helpful, Lincoln National requests that its counsel be permitted to participate by telephone conference.

WHEREFORE, for the foregoing reasons, The Lincoln National Life Insurance Company requests that the Court cancel any oral argument it has scheduled and proceed to decide the Motion to Join on the papers. Alternatively, The Lincoln National Life Insurance Company requests that its counsel be permitted to participate in oral argument via telephone conference.

BUCHANAN INGERSOLL PC

BY: 
Wendelynn J. Newton (Pa. I.D. No. 35163)
Kristi A. Davidson (Pa. I.D. No. 84114)
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, Pennsylvania 15219-1410

Attorneys for Defendant The Lincoln National
Life Insurance Company

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 2nd day of August, 2005, a true and correct copy of the foregoing **Opposition to Plaintiff's Request for Hearing**, was served upon the Plaintiff, by United States first-class mail, postage pre-paid, addressed as follows:

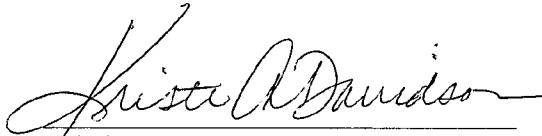
Roger D. McCall (*pro se*)
P.O. Box. 225
Reynoldsville, PA 15851

and upon counsel for Defendant North Central Pennsylvania Regional Planning Commission, by United States first-class mail, postage pre-paid, addressed as follows:

Thomas G. G. Coppolo, Solicitor
North Central Pennsylvania Regional Planning Commission
19 N. St. Marys Street
St. Mary's, PA 15857

and upon counsel for Jacquelyn S. Dickey, by United States first-class mail, postage pre-paid, addressed as follows:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830



Kristi A. Davidson

CA

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

ROGER D. McCALL,
Plaintiff

vs.

NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING and LINCOLN
NATIONAL LIFE INSURANCE
COMPANY,
Defendants

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NO. 05-331-CD

ORDER

NOW, this 5th day of August, 2005, upon consideration of The Lincoln National Life Insurance Company's Motion to Join Jacquelyn S. Dickey as an Indispensable Party - Defendant and to Dismiss All Claims Against Lincoln National with Prejudice, and all responses thereto, it is hereby ORDERED, ADJUDGED and DECREED that said MOTION is GRANTED. It is further Ordered as follows:

1. Jacquelyn S. Dickey is hereby joined as a party-defendant. The Prothonotary shall immediately mail a certified copy of the Complaint upon Ms. Dickey, as well as Theron Noble, Esquire. Ms. Dickey shall file a responsive pleading to the Complaint within twenty (20) days of the date of the Prothonotary's mailing of the Complaint.

2. Defendant The Lincoln National Life Insurance Company is directed to deposit a true, correct and legible copy of the 2003 spousal consent and waiver form with the Court within thirty (30) days of the date of this Order. Upon such deposit, following the Court's review and approval of the documents, and without any further action required by the Lincoln National Life Insurance Company, the Prothonotary shall mark the action discontinued with prejudice as to The Lincoln National Life Insurance Company.

FILED

AUG 05 2005 *(Signature)*

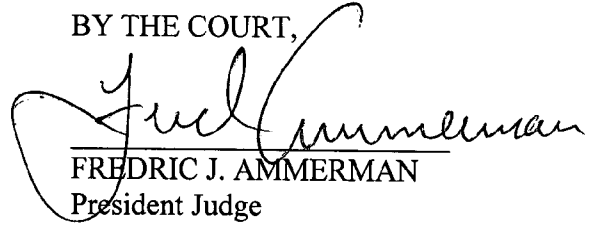
6/3:30/2005

William A. Shaw
Prothonotary

CERT. TO:
NORTH CENTRAL, J. DICKEY, ATTY NUBLE
ROGER McCALL & ATTY DAVIS

3. The hearing scheduled on August 16, 2005 at 1:30 p.m. for argument on said Motion is hereby canceled.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

AUG 05 2005

William A. Shaw
Prothonotary

MAJURY CERT. COPY OF

COMPLAINT & MOTION ~~FOR~~ TO JOIN

TO: ARTH NOBLE &

JACQUELYN DICKER
205 T.L.
DuBois PA.

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL ACTION - EQUITY

ROGER D. McCALL,
Plaintiff

Vs.

NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING and
LINCOLN NATIONAL LIFE INSURANCE
COMPANY,
Defendants

)
) NO. 05-331-CD
)
) TYPE OF CASE: Specific Performance
)
)
)
) **RESPONSE TO LINCOLN NATIONAL**
) **LIFE INSURANCE COMPANY'S**
) **OPPOSITION TO REQUEST FOR**
) **HEARING**
)
)
)

Dated: August 8, 2005

FILED *no cc*
m/10:00/
AUG 15 2005 *un*
William A. Shaw
Prothonotary/Clerk of Courts

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

ROGER D. McCALL, Plaintiff

Vs.

NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING
LINCOLN NATIONAL LIFE INSURANCE COMPANY
Defendants

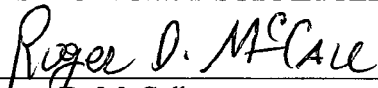
RESPONSE TO DEFENDANT'S OPPOSITION FOR HEARING

NOW COMES, the Petitioner, Roger D. McCall hereby requests this Honorable Court to Order Lincoln National Life Insurance Company to present in person their Motion seeking to join Ms. Dickey as an indispensable party as a party-defendant and to provide the court with a blank copy of a "Spousal Consent and Waiver" form.

I. DEFENDANT FILED AN OBJECTION TO THIS COURT'S ORDER

1. The Defendant, Lincoln National Life Insurance Company, filed an objection to the Order of this Court dated April 25, 2005.
2. The Defendant now having filed motions to delay providing the plaintiff the document ordered by the Court, believes it should not be burdened with having to appear in Court even though all other parties must appear.
3. Plaintiff seeks equality of all parties to appear in person in Court.
4. Plaintiff request that Defendant Lincoln appear in Court with a blank copy of a "Spousal Consent and Waiver" form.

RESPECTFULLY SUBMITTED,



Roger D. McCall
Plaintiff

CERTIFICATE OF SERVICE

Roger McCall, hereby certifies that on this 8th day of August, 2005 a true and correct copy of the foregoing was served upon the Defendants by United States First Class Mail postage prepaid addressed as follows:

Thomas G.G. Coppolo, Solicitor
North Central Pennsylvania Regional Planning
19 N. St. Marys Street
St. Marys PA 15857

Wendelynn J. Newton, Esquire
Attorney for Lincoln National Life Insurance Company
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219

A handwritten signature in cursive script, reading "Roger A. McCall", is written over a horizontal line.

Roger McCall
PO Box 225
Reynoldsville, PA 15851

CA

FILED
d/4:00 PM
AUG 17 2005
William A. Shaw
Prothonotary/Clerk of Courts
651 Montmorenci Road
Ridgway, PA 15853
ICC Atty Noble
ICC Atty Davidson
ICC Atty Piff
PO Box 225
Reynoldsville, PA
15851

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

ROGER D. McCALL,

Plaintiff,

v.

NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING, LINCOLN
NATIONAL LIFE INSURANCE
COMPANY, and JACQUELYN S. DICKEY,

Defendants.

)
) NO. 05-331-CD
)
) TYPE OF CASE: Specific Performance
)
)
)
) **NOTICE OF DEPOSIT OF**
) **NOVEMBER 2003 SPOUSAL**
) **CONSENT AND WAIVER FORM**
)
)
)
)
)
) Filed on behalf of:
) Defendant Lincoln National
) Life Insurance Company
)

Counsel of Record for this Party:

BUCHANAN INGERSOLL PC
Wendelynn J. Newton
Pa. I.D. No. 35163
Kristi A. Davidson
Pa. I.D. No. 84114
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219
(412) 562-8800

Dated: August 19, 2005

FILED ^{NO CC}
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William A. Shaw
Prothonotary/Clerk of Courts

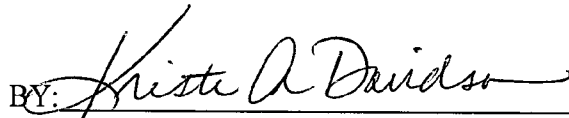
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - EQUITY

ROGER D. McCALL,)	
)	
Plaintiff,)	
)	No. 05-331-CD
v.)	
)	
NORTH CENTRAL PENNSYLVANIA)	
REGIONAL PLANNING, LINCOLN)	
NATIONAL LIFE INSURANCE)	
COMPANY, and JACQUELYN S. DICKEY,)	
)	
Defendants.)	

**NOTICE OF DEPOSIT OF NOVEMBER 2003
SPOUSAL CONSENT AND WAIVER FORM**

AND NOW, comes Defendant The Lincoln National Life Insurance Company ("Lincoln National"), by and through its undersigned counsel, and hereby provides notice that, in accordance with the Court's August 5, 2005 Order, Lincoln National deposited with the Honorable Frederic J. Ammerman, via first class United States certified mail, return receipt requested, a true, correct and legible copy of the 2003 spousal consent and waiver form in Jacquelyn S. Dickey's file. A true and correct copy of the receipt acknowledging service is attached hereto. Lincoln National respectfully requests that the above-captioned action immediately be marked discontinued with prejudice as to Lincoln National, as ordered in the Court's August 5, 2005 Order.

BUCHANAN INGERSOLL PC

BY: 

Wendelynn J. Newton (Pa. I.D. No. 35163)

Kristi A. Davidson (Pa. I.D. No. 84114)

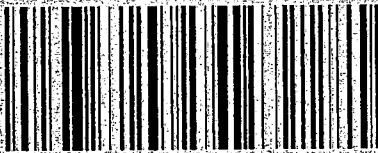
One Oxford Centre

301 Grant Street, 20th Floor

Pittsburgh, Pennsylvania 15219-1410

Attorneys for Defendant The Lincoln National
Life Insurance Company

2. Article Number



7160 3901 9842 8154 6802

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

The Honorable Frederick Ammerman
President Judge
Clearfield County Court of Common
Pleas
230 E. Market Street
Clearfield, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

Jean Orr

B. Date of Delivery

AUG 15 2005

C. Signature

X Jean Orr

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

PS Form 3811, January 2003

Kristi Davidson (#5295) 49500/000330

Domestic Return Receipt

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 19th day of August, 2005, a true and correct copy of the foregoing **Notice of Deposit of November 2003 Spousal Consent and Waiver Form** was served upon the Plaintiff, by United States first-class mail, postage pre-paid, addressed as follows:


Roger D. McCall (*pro se*)
P.O. Box. 225
Reynoldsville, PA 15851

and upon counsel for Defendant North Central Pennsylvania Regional Planning Commission, by United States first-class mail, postage pre-paid, addressed as follows:

Thomas G. G. Coppolo, Solicitor
North Central Pennsylvania Regional Planning Commission
19 N. St. Marys Street
St. Mary's, PA 15857

and upon counsel for Defendant Jacquelyn S. Dickey, by United States first-class mail, postage pre-paid, addressed as follows:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830



Kristi A. Davidson

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

ROGER D. MCCALL,

PLAINTIFF,

V.

JACQUELYN S. DICKEY TWIGG MCCALL DICKEY,
and NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING,

DEFENDANTS.

No. 05-331-CD

RULE TO SHOW CAUSE

Now, this 7th day of September, 2005, upon consideration of the attached Defendant Dickey's PRELIMINARY OBJECTIONS, a RULE is hereby issued upon the Plaintiff to SHOW CAUSE why the OBJECTIONS should not be granted. RULE RETURNABLE, for filing written response, is set for the 30th day of September, 2005 and argument on the PETITION set for the 3rd day of October, 2005, at 10 : 00, A.M., in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION YOU SHOULD DO SO BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITION. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

Court Administrator
Second & Market Streets
Clearfield, PA 16830
(814)-765-2641

By The Court,

Frederick J. Cunningham

Judge...

FILED ^{2 cc}
012:28/01
SEP 09 2005
Any Noble
LM

William A. Shaw
Prothonotary/Clerk of Courts

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

ROGER D. MCCALL,

PLAINTIFF,

v.

JACQULEYN S. DICKEY TWIGG MCCALL
DICKEY, and NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING,

DEFENDANTS

No. 05- 331 -CD

Type of Pleading:

PRELIMINARY OBJECTIONS

Filed By:

DEFENDANT DICKEY

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED

AUG 12 2005

William A. Shaw
Prothonotary/Clerk of Courts
no c/c

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

ROGER D. MCCALL,

PLAINTIFF,

V.

JACQUELYN S. DICKEY TWIGG MCCALL DICKEY,

and NORTH CENTRAL PENNSYLVANIA

REGIONAL PLANNING,

DEFENDANTS.

No. 05-331-CD

PRELIMINARY OBJECTION OF DEFENDANT JACQUELYN S. DICKEY

AND NOW, COMES a Defendant, Jacquelyn S. Dickey, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her PRELIMINARY OBJECTION:

Background Information

1. This matter was commenced by the Plaintiff filing a pro se Civil Complaint on March 10, 2005.

PO I: Prior Action;

Pa.R.Civ.P. 1028(a)(6)

2. That the nexus of this action is a Spousal Consent and Waiver form that Plaintiff claims, Ms. Dickey executed while the parties were married in 2003 and that he is entitled to a copy of the same (see averments 3 - 8 of the Civil Complaint).
3. That the parties were divorced in 2004. Attached hereto as Exhibit "A" is a true and correct copy of the divorce decree entered concerning said divorce action.
4. That incidental to said divorce the parties also executed, on April 2, 2004, a document entitled "Article of Agreement". A true and correct copy of said document is attached

hereto as Exhibit "B".

5. In paragraph 4 of said Article of Agreement, the parties gave each other a general release stating in pertinent part, "discharge the other of and from all causes of action, claims, rights or demands, whatsoever, in law or in equity, which either of the parties hereto ever had or now have from the beginning of time to the date of this Agreement, in all end every jurisdiction".

6. In paragraph 7 of said Article of Agreement, Mr. McCall expressly "waive[d] any interest in a pension that he may have in regard to the Wife's [Ms. Dickey] employment with North Central Pennsylvania Regional Planning and Development Commission.

7. That based upon the foregoing, the very issue raised by Plaintiff has been litigated and released in a prior action and should therefore be dismissed.

PO II: Improper Venue;
Pa.R.Civ.P. 1028(a)(1)

8. In the alternative, if this Court would somehow determine that this action is not barred by prior action, pursuant to the first preliminary objection, then proper venue lies with the Court of Common Pleas for Potter County which retained jurisdiction as to any claim for which no final order had been entered.

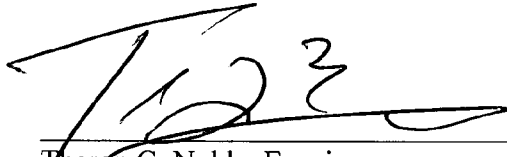
PO III: Inclusion of Scandalous Material;
Pa.R.Civ.P. 1028(a)(2)

9. That Plaintiff has captioned Ms. Dickey with three last names in an obvious attempt to reference prior marriages, which serves no legitimate purpose in this litigation.

10. Plaintiff, in the event this matter proceeds forward should file an amended complaint, listing Ms. Dickey as "Jacquelyn S. Dickey" without reference to either Twigg or McCall.

WHEREFORE, Defendant Jacquelyn S. Dickey respectfully requests that Plaintiff's CIVIL COMPLAINT be dismissed in that this matter was part and parcel of previous litigation between these parties, or in the alternative, after Plaintiff has filed an amended complaint correctly and properly identifying Ms. Dickey, the matter be transferred to Potter County for litigation pursuant to the divorce action of record in that venue.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'T. G. Noble', written over a horizontal line.

Theron G. Noble, Esquire
Attorney for Defendant Dickey
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

IN THE COURT OF COMMON PLEAS OF POTTER COUNTY, PENNSYLVANIA

JACQUELYN S MCCALL

Plaintiff

vs.

ROGER D MCCALL

Defendant

CIVIL ACTION - LAW

CASE NO. 2004-1240

IN DIVORCE

DECREE

AND NOW, 8/10, 2004, it is ordered and decreed that Plaintiff and Defendant are divorced from the bonds of matrimony.

The Court retains jurisdiction of any claims raised by the parties to this action for which a final order has not yet been entered. No such claim was raised by either party.

BY THE COURT:

S/JOHN B. LEETE
PRESIDENT JUDGE

Reisman and Davis
Attorneys for Plaintiff
Law & Finance Building
Pittsburgh, PA 15219
(412) 232-0406

True and Correct Copy
certified from the
Records of Potter Co., Penna.

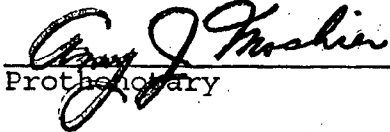

Prothonotary

Exhibit "A"

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

**Jacquelyn S. McCall
Plaintiff**

v.

**Roger D. McCall
Defendant**

ARTICLE OF AGREEMENT

The parties hereto, as part of their overall agreement in the settlement of their domestic matters, hereby agree as follows:

1. Separation: It shall be lawful for each party at all times hereafter to live separate and apart from the other party at such place or places as she or he may from time to time choose or deem fit. The foregoing provision shall not be taken as an admission on the part of either party of the lawfulness or unlawfulness of the causes leading to their living apart. Each party shall be free from interference, authority and contact by the other, as fully as if he or she were single and unmarried, except as may be necessary to carry out the provisions of this Agreement.

2. Subsequent Divorce: Parties agree, stipulate and move that this document may be entered into and form a part of the record of any divorce proceedings; and that it is intended to, and shall be construed to constitute the final and complete understanding of the parties pertaining to all rights between them, such that unless otherwise herein specifically provided for, the parties waive their rights to make claims against one another pertaining to any aspects of the divorce.

3. Full Disclosure: The parties promise and stipulate that they have made full and fair disclosure to each other of all their assets, and source of income, wherever located, and whenever obtained, whether prior to or during the marriage, and no matter

whether owned by the parties jointly, or by either of them, and that they have not failed to make any material disclosure that would have affected either's thinking or determinations in entering into this Agreement.

4. Mutual Release and Discharge of General Claims: Subject to the provisions of this Agreement, each party has remised, released and forever discharged, and by these present does, for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, remise, release and forever discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or in equity, which either of the parties hereto ever had or now have from the beginning of time to the date of this Agreement, in all and every jurisdiction.

5. Mutual Release and Discharge of Claims in Estates: Also subject to this Agreement, each party hereby releases, waives and relinquishes any and all rights which he or she may now have or may heretofore had as the other party's spouse under the present or future laws of any jurisdiction to share in the estate of the other party's spouse under the present or future laws of any jurisdiction to share in the estate of the other party upon the latter's death, or to act as Executor or Administrator of the other party's estate. This provision is intended to and shall constitute a mutual waiver by the parties to take against each other's Will as now or hereafter enforced under the present or future laws or any jurisdiction whatsoever. The consideration for each party's waiver and release is the other party's reciprocal waiver and release. The parties intend by the aforescribed waive and release to relinquish any and all rights in and to each other's estate, including the rights of set off, and any and all distributive shares and all rights of election presently or hereafter provided for in any stats of this or any jurisdiction.

6. Separability: In case any provisions of this Agreement should be held to be contrary to or invalid under the law of any country, state or jurisdiction, such illegality or invalidity shall not affect in any way any other provisions hereof, all of which shall continue nevertheless in full force and effect in any country, state or jurisdiction in which said provision is legal and valid.

7. Pension: In settling the matter of the marital debts and marital assets, and the payment as stated in paragraph 7, **WIFE** specifically waives any and all interest that she has to any pension of the said **HUSBAND**, and **HUSBAND** expressly waives any interest in a pension that he may have in regard to the **WIFE'S** employment with North Central Pennsylvania Regional Planning and Development Commission. Also the parties acknowledge that they have gone over all of the items, including the furniture and any other marital assets, pensions, vehicles, and jointly owned property, and that the payment by the **HUSBAND** as set forth herein shall constitute full and complete settlement between the parties, and each of the parties shall indemnify and save harmless the other from any and all responsibility on their items.

8. Equitable Distribution: The parties agree that the said **Roger D. McCall** shall by to **Jacquelyn S. McCall** the sum of **THREE THOUSAND** and 00/100 (\$3,000) Dollars within five (5) days of exccution of the Agreement. The said **Jacquelyn S.**

McCall will pay the sum of **One Thousand Eight Hundred Thirteen and 00/100 (\$1813) Dollars** to the Internal Revenue Service for the 2003 taxes, the said **Roger McCall** will pay the sum of **Sixty Seven and 00/100 (\$67) Dollars** to **Central Tax Bureau** for the 2003 taxes, and the sum of **One Hundred and Eighty Seven (\$187)** to the **Commonwealth of PA** for the 2003 taxes. **Jacquelyn S. McCall** will remove the lawn swing, frame, and basketball hoop from the residence of **Roger D. McCall** as soon as the weather permits. **Jacquelyn S. McCall** agrees to sign over ownership of the jointly owned property at North Summit, Jefferson County to **Roger D. McCall**, as well as not pursue any claim to properties acquired by **Roger D. McCall** during the marriage or prior to marriage including personal residence at Treasure Lake, Clearfield County.

9. Legal Counsel: The parties acknowledge that they have both waived their rights to attorneys and that in executing this Agreement, they have had an opportunity to review the Agreement, and that no additional promises are involved in the same, and it is their intention to be legally bound hereby. Each party acknowledges that this Agreement is fair and equitable, that it is being entered into voluntarily and that it is not the result of any duress or any undue influence.

10. Debts and Future Debts: **Husband and Wife** agree to be solely responsible for debts incurred by them during the marriage and since separation and agree to save each other harmless from any and all responsibility, for the repayment of these debts.

11. Alimony, Alimony Pendente Lite: In consideration of the terms contained herein, each of the parties do herewith waive any alimony, and alimony pendent elite.

12. Separate 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, 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.

13. Controlling Law: This Agreement shall be governed, controlled by and construed under the laws of the Commonwealth of Pennsylvania.

14. Survival of Agreement: It is the intention of the parties that this instrument shall survive any action for divorce which may be instituted or prosecuted by either party and no order, judgment or decree of divorce, temporary, interlocutory, final or permanent, shall affect or modify the financial terms of this Agreement. It is also the intention of the parties that this Agreement shall survive any periods of reconciliation of the parties and no attempt at reconciliation of the parties or cohabitation by the parties hereinafter shall be assumed to cause the property as so divided in this Agreement to become marital property for the purposes of equitable distribution under the Divorce Code of the Commonwealth of Pennsylvania. The parties agree that all property divided by this Agreement shall remain the property of that party as specified within this Agreement unless this Agreement is rescinded by the parties by writing in similar form to

this Agreement. If the parties are ever divorced, this Agreement shall be embodied in, incorporated into, and made a part of any such judgment or decree of final divorce, but shall not merge with said judgment or degree.

15. Entire Agreement: This entire Agreement as agreed upon between the parties and shall be binding upon them, their heirs, executors, administrators and assigns.

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

WITNESS:

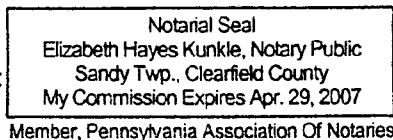
HUSBAND:

Elizabeth Hayes Kunkle

Roger D McCall
Roger D. McCall

4/2/04
Date

Seal:



WIFE:

Jacquelyn S McCall
Jacquelyn S. McCall

4/2/04
Date

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

ROGER D. MCCALL,

PLAINTIFF,

V.

JACQUELYN S. DICKEY TWIGG MCCALL DICKEY,
NORTH CENTRAL PENNSYLVANIA REGIONAL
PLANNING, and LINCOLN NATIONAL LIFE
INSURANCE COMPANY,

DEFENDANTS.

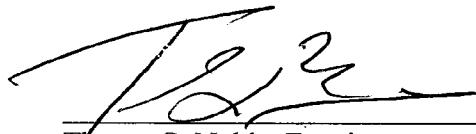
No. 05-331-CD

CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, do hereby swear and affirm that I have mailed a true and correct copy of Defendant Dickey's PRELIMINARY OBJECTION, via United States Mail, first class, postage prepaid, this 11th day of August, 2005, to the below indicated persons being all parties of record, or their counsel:

Roger D. McCall	North Central Pennsylvania
P.O. Box 225	Regional Planning Commission
Reynoldsville, PA 15851	651 Montmorenci Rd.
	Ridgway, PA 156853

Respectfully Submitted,



Theron G. Noble, Esquire
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

ROGER D. MCCALL,

PLAINTIFF,

V.

JACQUELYN S. DICKEY TWIGG MCCALL DICKEY,
NORTH CENTRAL PENNSYLVANIA REGIONAL
PLANNING, and LINCOLN NATIONAL LIFE
INSURANCE COMPANY,

DEFENDANTS.

No. 05-331-CD

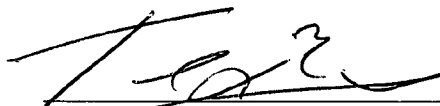
CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, do hereby swear and affirm that I have mailed a true and correct copy of the RULE TO SHOW CAUSE issued upon Defendant Dickey's PRELIMINARY OBJECTION, via United States Mail, first class, postage prepaid, this 14th day of September, 2005, to the below indicated persons being all parties of record, or their counsel:

Roger D. McCall
P.O. Box 225
Reynoldsville, PA 15851

North Central Pennsylvania
Regional Planning Commission
651 Montmorenci Rd.
Ridgway, PA 156853

Respectfully Submitted,



Theron G. Noble, Esquire
Ferraraccio & Noble
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

FILED No
m 11:17 AM ce
SEP 16 2005
William A. Shaw
Prothonotary/Clerk of Courts

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

FILED
@ 4:00 PM
SEP 28 2005
no
ce
CW

William A. Shaw
Prothonotary/Clerk of Courts

ROGER D. McCALL, Plaintiff

Vs.

65-331-CD

JACQUELYN S. DICKEY TWIGG McCALL DICKEY
NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING
Defendants

ANSWER TO PRELIMINARY OBJECTION OF DEFENDANT JACQUELYN S.

DICKEY

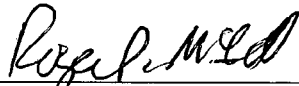
NOW COMES, the Petitioner, Roger D. McCall hereby requests this Honorable Court to reject the preliminary objection filed by Defendant Jacquelyn S. Dickey and to provide a certified copy of the "Spousal Consent and Waiver" form(s) totaling \$34,352 which purportedly contains the Petitioner's signature.

ANSWER

1. Defendant Dickey was dismissed on April 25, 2005 from this case as proper service was not provided by Plaintiff.
2. Preliminary Objections by Defendant Dickey paragraphs 2-8 were orally presented on April 25, 2005 which were rejected by this Court. Defendant Dickey has presented no new matters before this Court. Plaintiff, Roger D. McCall requests this Court affirm previous ruling and once again reject arguments presented.
3. Court action requested is for **specific performance** to provide a "Spousal Consent and Waiver" document(s) that purportedly was signed by Plaintiff McCall while living in Clearfield County. Plaintiff McCall has continuously resided in Clearfield County since June, 1994.

WHEREFORE, Plaintiff Roger McCall respectfully requests that this Court to end this matter and Plaintiff be provided a true and correct copy of the document or documents in question, being a "Spousal Consent and Waiver Form" or Forms totaling \$34,352.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Roger McCall", is written over a horizontal line.

Roger McCall
Post Office Box 225
Reynoldsville, PA 15851
(814)375-8931

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL ACTION - EQUITY

ROGER D. McCALL,)	
Plaintiff)	NO. 05-331-CD
)	
)	
Vs.)	
)	
)	
JACQUELYN S. DICKEY TWIGG McCALL)	
DICKEY and)	
NORTH CENTRAL PENNSYLVANIA)	
REGIONAL PLANNING)	
Defendants)	
)	
)	

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA)	
)	SS:
COUNTY OF CLEARFIELD)	

Roger McCall, being duly sworn, upon oath, deposes and says as follows:


1. On September 26, 2005, I caused to be transmitted by United States First Class Mail
postage prepaid to the following:

David S. Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830

Thomas G.G. Coppolo, Solicitor
North Central Pennsylvania Regional Planning
19 N. St. Marys Street
St. Marys PA 15857

Theron G. Noble
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830

Date: September 26, 2005



Roger McCall
PO Box 225
Reynoldsville, PA 15851

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

FILED 1CC PHF
01/19/15 51 PD Box 225
OCT 05 2005 Reynoldsville, PA 15851
William A. Shaw 1CC Aug 15
Prothonotary/Clerk of Courts Noble

ROGER D. MCCALL

-VS-

No. 05-331-CD

JACQUELIN DICKEY TWIGG
MCCALL DICKEY, and NORTH
CENTRAL PENNSYLVANIA
REGIONAL PLANNING

1CC North Central
651 Montmorency Rd.
Ridgway, PA 15853

O R D E R

NOW, this 3rd day of October, 2005, in
consideration of the Preliminary Objections filed on behalf
of Defendant Jacquelin S. Dickey, it is the ORDER of this
Court as follows:

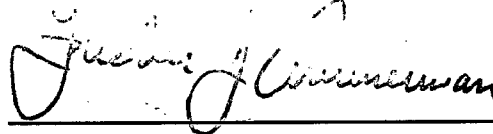
1. Preliminary Objection I is hereby dismissed.
The Court believes that the Plaintiff is legally entitled
to proceed on the basis of alleged fraud;

2. Preliminary Objection II is hereby
dismissed. The Court agrees that any action to open the
divorce must proceed in Potter County. However, at the
time the document would have been allegedly forged, the
parties clearly resided in Clearfield County and that venue
is appropriate;

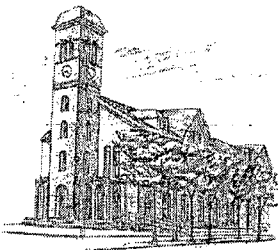
3. Preliminary Objection III is hereby granted
to the extent that the Defendant's name shall be on the

caption of the case as follows: Jacquelin S. (McCall)
Dickey.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Frances J. Cunningham", is written over a horizontal line.

President Judge



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

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

Sincerely,

William A. Shaw
Prothonotary

_____ You are responsible for serving all appropriate parties.

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

☒ Plaintiff(s)/Attorney(s)

☒ Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

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

ROGER D. MCCALL,

Plaintiff

Vs.

JACQUELYN S. (MCCALL) DICKY and
NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING,

Defendants

No. 05-331-CD

Type of Pleading:

**PRAECIPE FOR ENTRY
OF APPEARANCE**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
190 West Park Avenue, Suite #5
DuBois, PA 15801
(814) 375-5598

FILED *Dec 9*
012:1201 *DuBois*
DEC 09 2005 *copy to CIA*

William A. Shaw
Prothonotary/Clerk of Courts

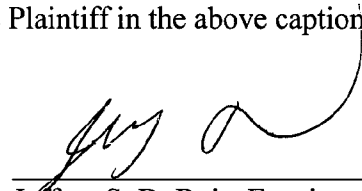
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

ROGER D. MCCALL,	:	No. 05-331-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
JACQUELYN S. (MCCALL) DICKEY and	:	
NORTH CENTRAL PENNSYLVANIA	:	
REGIONAL PLANNING,	:	
Defendants	:	

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Plaintiff in the above captioned matter.



Jeffrey S. DuBois, Esquire
190 West Park Avenue, Suite #5
DuBois, PA 15801

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

ROGER D. MCCALL,

Plaintiff

Vs.

JACQUELYN S. (MCCALL) DICKEY and
NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING,

Defendants

No. 05-331-CD

Type of Pleading:

**PETITION FOR SPECIAL
RELIEF**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
190 West Park Avenue, Suite #5
DuBois, PA 15801
(814) 375-5598

FILED 3cc
DEC 9 2005
12:10 PM

Atty DuBois
60

William A. Shaw
Prothonotary/Clerk of Courts

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


ROGER D. MCCALL,	:	No. 05-331-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
JACQUELYN S. (MCCALL) DICKEY and	:	
NORTH CENTRAL PENNSYLVANIA	:	
REGIONAL PLANNING,	:	
Defendants	:	

ORDER

AND NOW, this 9 day of February, 2006, in consideration
of Plaintiff's Petition for Special Relief,

IT IS HEREBY ORDERED AND DECREED that a Hearing be scheduled in this
matter for the 15th day of March, 2006, at 2:30 o'clock P.M. in
Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:


Judge

FILED 3cc
06:57 PM
FEB 09 2006
Atty DuBois
GP
William A. Shaw
Prothonotary/Clerk of Courts

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

ROGER D. MCCALL,	:	No. 05-331-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
JACQUELYN S. (MCCALL) DICKY and	:	
NORTH CENTRAL PENNSYLVANIA	:	
REGIONAL PLANNING,	:	
Defendants	:	

PETITION FOR SPECIAL RELIEF

AND NOW, comes the Plaintiff, ROGER D. MCCALL, by and through his attorney, Jeffrey S. DuBois, Esquire, who files this Petition for Special Relief, and in support thereof avers the following:

1. Plaintiff, Roger D. McCall, has filed a Complaint to the above captioned term and number, seeking documents.
2. Specifically, Plaintiff seeks paperwork concerning the distribution of Defendant Dickey's retirement with her employer, Defendant North Central.
3. Through various Hearings through this Honorable Court to the above captioned term and number, it was admitted that said documents do exist.
4. Further, pursuant to a prior Court Order of this Honorable Court, dated August 5, 2005, former Defendant Lincoln National Life Insurance Company was to supply a copy of the 2003 Spousal Consent and Waiver forms with the Court.

5. Because of the fact all parties in question admit the document in question exists, and because of the fact there are no factual disputes in this issue, as a matter of law, Plaintiff is entitled to a determination on the release of said document.

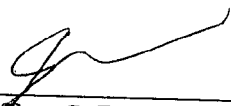
6. Because of the fact Plaintiff and Defendant, Jacqueline (McCall) Dickey, were married during the calendar year 2003, and because of the fact the document was created during the year 2003, as a matter of law, Plaintiff would have a marital interest in the same.

7. This is especially true since the "spouse" of the spousal waiver form would be Plaintiff.

8. In light of the above, Plaintiff requests that a copy of the document be turned over to him.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to have the document turned over to him.

Respectfully submitted,



Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

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

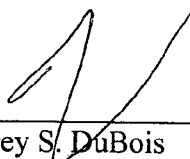
ROGER D. MCCALL,	:	No. 05-331-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
JACQUELYN S. (MCCALL) DICKEY and	:	
NORTH CENTRAL PENNSYLVANIA	:	
REGIONAL PLANNING,	:	
Defendants	:	

CERTIFICATE OF SERVICE

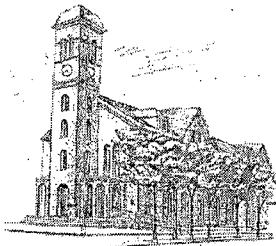
I do hereby certify that on the 9th day of December 2005, I served a true and correct copy of the within Petition for Special Relief by first class mail, postage prepaid, on the following:

Theron G. Noble, Esquire
301 East Pine Street
Clearfield, PA 16830

Thomas G. G. Coppolo, Esquire
P.O. Box 186
St. Marys, PA 15857



Jeffrey S. DuBois



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

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

Sincerely,

William A. Shaw
Prothonotary

DATE: 2/9/06

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:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ROGER D. MCCALL

:

VS.

: NO. 05-331-CD

JACQUELYN S. (MCCALL) DICKEY

:

and NORTH CENTRAL PENNSYLVANIA

:

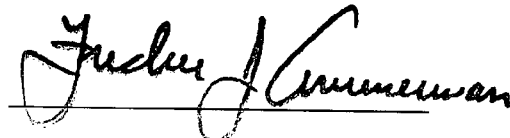
REGIONAL PLANNING

:

O R D E R

AND NOW, this 15th day of March, 2006, following discussion on the Motion for Special Relief filed on behalf of the Plaintiff, it is the ORDER of this Court that counsel for both parties supply the Court with a letter brief relative the issues of whether the Defendant, Jacquelyn S. (McCall) Dickey, has any ownership interest in and to or right of privacy relative the spousal release document in question. Briefs shall be supplied to the Court in no more than thirty (30) days from this date.

BY THE COURT,



President Judge

FILED
01:23/61
MAR 17 2006

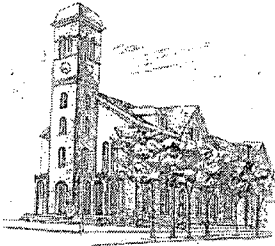
ICC

Attys DuBois
Noble

William A. Shaw
Prothonotary/Clerk of Courts

ICC Def. North Central PA Reg. Planning
651 Montmorency Rd.
Ridgway, PA 15853

(60)



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

_____ You are responsible for serving all appropriate parties.

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

X Plaintiff(s)/Attorney(s)

X Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

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

ROGER D. McCALL,
Plaintiff

vs.

JACQUELYN S. (McCALL) DICKEY
and NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING,
Defendants

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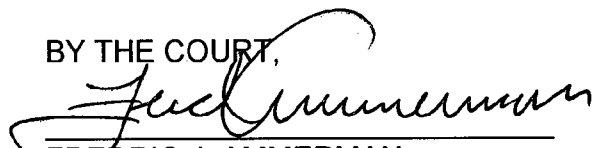
NO. 05-331-CD

ORDER

NOW, this 24th day of April, 2006, relative the Court's ruling on the Plaintiff's Motion for Special Relief and following argument on the same and the Court's receipt of briefs, it is the finding of this Court that the Defendant Jacquelyn S. (McCall) Dickey does not have any ownership right to the Spousal Waiver Form in question nor does she have any legitimate expectation of privacy in the said document such that the Court should preclude the Plaintiff from obtaining the same.

Accordingly, it is the ORDER of this Court that the Plaintiff's Motion for Special Relief be and is hereby GRANTED and that the Prothonotary of Clearfield County provide the original Spousal Waiver Form, which is currently being held by him in his office under seal, to the Plaintiff, through his counsel of record, Jeffrey DuBois, Esquire. The Prothonotary shall also provide Jacquelyn S. (McCall) Dickey with a copy of the said document through her counsel, Theron Noble, Esquire. The Prothonotary shall further maintain a copy of the said document with the record in this case.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

01:10:35 PM
APR 25 2006

William A. Shaw
Prothonotary/Clerk of Courts

1cc copy of waiver
form to Atty's DuBois & Noble

1cc North Central PA Regional
Planning
(60)

Joint and Survivor Waiver Form

This Waiver only applies to you if your contract is subject to ERISA. Please refer to the front page of the distribution form under the Section entitled "Authorization of Benefit Payment" for an explanation of ERISA.

An Explanation of the Qualified Joint and Survivor Annuity

- As a married plan participant, benefits will be paid to you in the form of a "Qualified Joint and Survivor Annuity" unless you and your spouse properly elect otherwise, or unless your total account value is less than \$3500. Federal regulations define a "Qualified Joint and Survivor Annuity" as a monthly lifetime annuity for you, with a monthly lifetime payment due to your spouse after your death equal to 50% of the monthly annuity payment. The precise dollar amount of the annuity will depend upon the value of your vested benefits under the Plan and the ages of you and your spouse.
- If you are married and are interested in a distribution from your account and DO NOT WANT this distribution to be in the form of a "Qualified Joint and Survivor Annuity" you may waive this benefit only with the written consent of your spouse, signed before the Plan Administrator or Notary Public. This election must be made during the 90 days immediately before your benefits are due to begin.
- If you elect to waive the "Qualified Joint and Survivor Annuity" you may subsequently revoke your waiver of the Joint and Survivor Annuity, but only before your first benefit payment. As a result of your revocation, your benefits will again be payable as a "Qualified Joint and Survivor Annuity."

PARTICIPANT WAIVER

☐ Single ☒ Married

"If you check this box you do not need to complete the rest of this section of the form."

I have received and understand the Explanation of the "Qualified Joint and Survivor Annuity" provided above and hereby elect not to accept the Automatic Joint and Survivor Annuity Benefit for that portion of the annuity account accumulation being paid out at this time. I understand that I may revoke this at any time prior to the date payments are made to me, and that any error in indicating my marital status may invalidate my election.

Participant Signature

Date

SPOUSAL WAIVER

I have read the Explanation regarding the "Qualified Joint and Survivor Annuity" provided above. I hereby consent and state that I understand the effect of my spouse's election to waive the Automatic Joint and Survivor Annuity Benefit. I acknowledge that by signing this consent form I will give up my rights to receive survivor benefits for that portion of the annuity accumulation being paid out at this time. I also understand that I have the right to refuse to consent to this waiver of the "Qualified Joint and Survivor Annuity," but that if I do consent I cannot later revoke my consent. My waiver of this "Qualified Joint and Survivor Annuity" means that my spouse may elect to receive the requested benefit in the form designated on this Distribution Form but not in any other form without my consent.

Spouse's Signature

Date

The Waiver Form above was signed by the individual named above in my presence on this _____ day of _____, 19____.

Plan Administrator's or Notary Public's Signature

Original — Plan Administrator Copy — Participant

E01-06(8/96)

Buchanan Ingersoll PC
ATTORNEYS

Kristi A. Davidson
412 562 1457
davidsonka@bipc.com

One Chase Manhattan Plaza
35th Floor
New York, NY 10005-1417

T 212 440 4400
F 212 440 4401
www.buchananingersoll.com

August 10, 2005

**VIA CERTIFIED U.S. MAIL,
RETURN RECEIPT REQUESTED**

The Honorable Frederic Ammerman
President Judge
Clearfield County Court of Common Pleas
230 E. Market Street
Clearfield, PA 16830

Re: Roger D. McCall v. North Central Pennsylvania Regional Planning
Commission et al., No. 05-331-CD

Dear Judge Ammerman:

In accordance with the terms of your August 5, 2005, Order, I am enclosing a true, correct and legible copy of the 2003 spousal consent and waiver form as maintained in Jacquelyn S. Dickey's file. I ask that you please direct the Prothonotary to now mark the above-captioned action discontinued with prejudice as to Lincoln National, and I thank you for your consideration of this matter.

Very truly yours,



Kristi A. Davidson

Enclosure

cc: Roger D. McCall
Theron G. Noble, Esquire (counsel for Jacquelyn S. Dickey)
Thomas G.G. Coppolo, Esquire (Solicitor, North Central Pennsylvania Regional
Planning Commission)
(all without enclosure)

8/15/05 2:15 pm Kristi Davidson

Only form provided to Lincoln. She doesn't know if there is
another one anywhere else or not. D.J./man

Pennsylvania :: New York :: Washington, DC :: Florida :: New Jersey :: Delaware :: California

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

ROGER D. McCALL,
Plaintiff

vs.

JACQUELYN S. (McCALL) DICKEY
and NORTH CENTRAL PENNSYLVANIA
REGIONAL PLANNING,
Defendants

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NO. 05-331-CD


ORDER

NOW, this 24th day of April, 2006, relative the Court's ruling on the Plaintiff's Motion for Special Relief and following argument on the same and the Court's receipt of briefs, it is the finding of this Court that the Defendant Jacquelyn S. (McCall) Dickey does not have any ownership right to the Spousal Waiver Form in question nor does she have any legitimate expectation of privacy in the said document such that the Court should preclude the Plaintiff from obtaining the same.

Accordingly, it is the ORDER of this Court that the Plaintiff's Motion for Special Relief be and is hereby GRANTED and that the Prothonotary of Clearfield County provide the NOT ORIGINAL (FAX COPY) original Spousal Waiver Form, which is currently being held by him in his office under seal, to the Plaintiff, through his counsel of record, Jeffrey DuBois, Esquire. The Prothonotary shall also provide Jacquelyn S. (McCall) Dickey with a copy of the said document through her counsel, Theron Noble, Esquire. The Prothonotary shall further maintain a copy of the said document with the record in this case.

JWR FAX COPY

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

OFFICE 4-15-06

PER S/O COPIES TO
ATTY. DICKINSON
+ NOBLES

05-331-CD

Roger C. McCall
VS.

North Central PA Regional
Planning, Lincoln National Life Ins Co.,
and Jacquely S. Dickey

Waiver sealed per court order
of August 17, 2005

Wm. H. L. L.

CA

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

ROGER D. MCCALL
Plaintiff

vs.

JACQUELYN S. (MCCALL) DICKEY
NORTH CENTRAL REGIONAL PLANNING
LINCOLN NATIONAL LIFE INSURANCE COMPANY
Defendants

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NO. 2005-331-CD

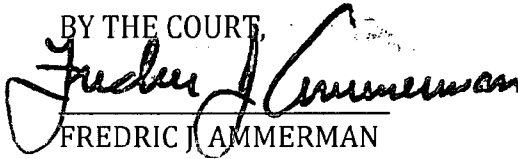
FILED

MAR 18 2013
\$ 0/1:30h
William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 15th day of March, 2013, it is the ORDER of this Court that a **status conference** in the above-captioned case be and is hereby scheduled for the **8th day of May, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

Clerk to
D. Boals &
W. Shaw
K. Davidson
M.C.N.P.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

FILED
MAR 18 2013
William A. Shaw
Prothonotary/Clerk of Courts

North Carolina
651 Montmorency Rd
Raleigh, NC 27605

Kristi Davidson
OWN OX SEEN

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

ROGER MCCALL

Plaintiff

Vs.

JACQUELYN S. (McCALL) DICKEY
NORTH CENTRAL REGIONAL
PLANNING
LINCOLN NATIONAL LIFE
INSURANCE COMPANY
Defendants

NO 2005-331-CD

Type of Pleading:

**PRAECIPE FOR
DISCONTINUANCE**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
210 McCracken Run Road
DuBois, PA 15801
(814) 375-5598

2
FILED
018:42cm
MAR 25 2013
William A. Shaw
Prothonotary/Clerk of Courts
3cc + 2
Cert of disc
issued to
Atty DuBois
copy to C/A

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

ROGER MCCALL

Plaintiff

NO 2005-331-CD

Vs.

JACQUELYN S. (McCALL) DICKEY
NORTH CENTRAL REGIONAL PLANNING
LICNOLN NAIONAL LIFE INSURANCE COMPANY
Defendants

PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY:

Please discontinue this case on behalf of Roger McCall in the above captioned
matter as it has been settled.

Respectfully submitted,



Jeffrey S. DuBois, Esquire
Attorney for Plaintiff

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

ROGER MCCALL

Plaintiff

NO 2005-331-CD

Vs.

JACQUELYN S. (McCALL) DICKEY
NORTH CENTRAL REGIONAL PLANNING
LINCOLN NATIONAL LIFE INSURANCE COMPANY
Defendants

CERTIFICATE OF SERVICE

I do hereby certify that on the 22nd day of March, 2013, I served a true and correct copy of the within Plaintiff's Praecipe for Discontinuance by first class mail, postage prepaid, on the following:

Tom G.G. Coppolo, Esquire
19 N. St. Marys Street
PO Box 186
St. Marys, PA 15857



Jeffrey S. DuBois

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Roger D. McCall

Vs.

No. 2005-00331-CD

Jacquelyn S. (McCall) Dickey
North Central Pennsylvania Regional Planning
Lincoln National Life Insurance Company

COPY

CERTIFICATE OF DISCONTINUATION

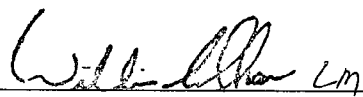
Commonwealth of PA
County of Clearfield

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 March 25, 2013, marked:

Discontinued

Record costs in the sum of \$85.00 have been paid in full by Roger D McCall-plaintiff.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 25th day of March A.D. 2013.



William A. Shaw, Prothonotary

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

ROGER D. MCCALL
Plaintiff

vs.


JACQUELYN S. (MCCALL) DICKEY
NORTH CENTRAL REGIONAL PLANNING
LINCOLN NATIONAL LIFE INSURANCE COMPANY
Defendants

* NO. 2005-331-CD
*
*
*
*
*
*

ORDER

NOW, this 26th day of March, 2013, upon receipt and review of the Praecipe for Discontinuance filed by Jeffery S. DuBois, Esquire, on March 25, 2013; it is the ORDER of this Court that the **status conference** scheduled for the **8th day of May, 2013 at 1:30 p.m.** be and is hereby CANCELED.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
01919cm
MAR 27 2013
William A. Shaw
Prothonotary/Clerk of Courts
ICC Atty's Du Bois
Noble
ICC North Central
PA
GR

FILED

MAR 27 2013

William A. Shaw
Prothonotary/Clerk of Courts

DATE 3-27-13

☐ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Intervenor(s) ☒ Defendant(s) Attorney

☒ Special Instructions: NCRP

@
651 Montmorenci Rd
Ridgway PA 15853