

06-1568-CD
R. Dreibelbis vs Jeanne Dreibelbis

2006-1568-CD
Robert Dreibelbis vs Jeanne Dreibelbis

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

ROBERT M. DREIBELBIS,
Plaintiff,

v.

JEANNE MARIE DREIBELBIS,
Defendant.

* No. 06 - ~~1568~~ 1568 CD

* Type of Pleading:

* **COMPLAINT IN CIVIL ACTION**

* Filed on behalf of:

* Plaintiff

* Counsel of Record for
this party:

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

* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

* DATED: September 26, 2006

FILED *Attypd.*
09/30/2006 85.00
SEP 26 2006 *REC'D*
REC'Shaff

William A. Shaw
Prothonotary/Clerk of Courts

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

ROBERT M. DREIBELBIS, *
Plaintiff, *
*
v. * No. 06 - - CD
*
JEANNE MARIE DREIBELBIS, *
Defendant. *

NOTICE

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

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

Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

ROBERT M. DREIBELBIS, *
Plaintiff, *
*
v. * No. 06 - - CD
*
JEANNE MARIE DREIBELBIS, *
Defendant. *

COMPLAINT IN CIVIL ACTION

NOW COMES the Plaintiff, Robert M. Dreibelbis, and by his attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff is Robert M. Dreibelbis, an individual, who currently resides at Snow Shoe, Pennsylvania 16874.

2. That the Defendant is Jeanne Marie Dreibelbis, an individual, who currently resides at Beech Creek Road, P.O. Box 77, Snow Shoe, Pennsylvania 16874.

COUNT I - REPLEVIN

3. That the Defendant is in possession of the following personal property of Plaintiff, each having the following values:

- a. Map of Dreibelbis Properties - \$150.00
- b. Book case - \$150.00
- c. Fishing Rod and Reel (included in display) - \$75.00
- d. Poker Table - \$100.00
- e. Turkey Picture - \$50.00

- f. Picture of Dad and Bear - \$5.00
- g. Saw with Painted Scene - \$250.00
- h. Statue, Thinker - \$50.00
- i. Oil Lamp - \$200.00
- j. Dad's Hat and Strap - \$5.00
- k. Antique toilet paper holder - \$350.00
- l. Rocking Chair - \$75.00
- m. Hand Painted Oil Can - \$50.00
- n. Secretary's Desk - \$200.00
- o. Picture: Kappan Article - \$15.00
- p. Picture: Wild Turkey Scene - \$300.00
- q. Bath Stand - \$700.00
- r. Mounted Trout - \$200.00
- s. Outdoor Flag - \$15.00
- t. Outdoor Plaque - \$50.00

Said property having a total value of \$2,990.00 (Two Thousand Nine Hundred Ninety) Dollars. Plaintiff notes that the values herein stated are estimated fair market values of the items and states that the actual value to Plaintiff is more than that herein stated and possibly undeterminable due to sentimental value.

4. That all of the above listed property is located at Defendant's residence located at Beech Creek Road, P.O. Box 77, Snow Shoe, Pennsylvania, 16874.

5. That Defendant agreed to and entered into a Marriage Settlement Agreement. A true and correct copy of Marriage Settlement Agreement is attached hereto as Exhibit "A."

6. That the Marriage Settlement Agreement was entered into by and between the parties in Clearfield, Pennsylvania, Clearfield County.

7. That Defendant agreed in Subsection "B," paragraph 10 (at page 11) that Defendant would surrender to Plaintiff all of his personal property located at the residence as described in Paragraph 4 above, which Plaintiff incorporates herein by reference.

8. That all of the above listed property, as described in Paragraph 3, letters "a" through "g" above which Plaintiff incorporates herein by reference, is the personal property of Plaintiff as by gift from various individuals to the Plaintiff.

9. That to date, Defendant has refused to surrender to Plaintiff his personal effects, in particular the personal property of Plaintiff as described in Paragraph 3, letters "a" through "g" above which Plaintiff incorporates herein by reference.

WHEREFORE, Plaintiff demands judgment in replevin in its favor and against the Defendant for:

(1) the possession and delivery of all of the above-itemized property; and

(2) any and all other relief which this Court deems appropriate.

COUNT II - BREACH OF CONTRACT

10. Plaintiff incorporates by reference the allegations set forth in Paragraphs one through nine above of this Complaint as if fully set forth herein.

11. Defendant has failed to allow or permit Plaintiff to take possession of that personal property which is his and which Defendant agreed she would allow and permit Plaintiff to take possession of his personal property, pursuant to the Marriage Settlement Agreement, Subsection B, paragraph 10. (Exhibit A at page 11).

12. At all times material, Plaintiff has fully and satisfactorily conformed to and complied with all terms and conditions required under the Marriage Settlement Agreement.

13. That according to paragraph 22 of the Marriage Settlement Agreement (Exhibit A at page 14) Plaintiff, as the non-breaching party, is entitled to reasonable counsel fees in connection with this action.

14. That Plaintiff has entered into a fee agreement with his attorney whereby he is to be compensated at the rate of One Hundred Fifty (\$150.00) Dollars per hour for all time spent in connection with the matters set forth in this Complaint.

WHEREFORE, Plaintiff demands judgment in its favor and against the Defendant for:

- (1) reasonable attorney fees; and
- (2) any and all other relief which this Court deems appropriate.



James A. Naddeo
Attorney for Plaintiff

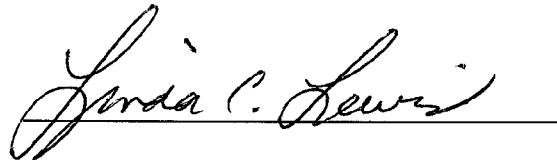
COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally ROBERT M. DREIBELBIS appeared, who being duly sworn according to law, depose and state that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



Robert M. Dreibelbis

SWORN and SUBSCRIBED before me this 22nd day of September, 2006.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Linda C. Lewis, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires July 25, 2007

EXHIBIT A

MARRIAGE SETTLEMENT AGREEMENT

NOW this 16th day of June, 2006, this Agreement is entered into by and between:

ROBERT M. DREIBELBIS, of 674 Washington Avenue, Curwensville, Pennsylvania, 16830, hereinafter referred to as "Husband",

AND

JEANNE MARIE DREIBELBIS, of Beech Creek Road, PO Box 77, Snow Show, Pennsylvania, 16830, hereinafter referred to as "Wife".

WITNESSETH

WHEREAS, the parties hereto are presently Husband and Wife, having been married on November 26, 1958, in Williamsport, Pennsylvania; and

WHEREAS, the parties have decided to separate, and in fact, are now living separate and apart and intend to maintain separate domiciles; and

WHEREAS, there were two children born to the marriage; and

WHEREAS, Husband has initiated an action in divorce pursuant to Section 3301(c) and (d) of the Divorce Code, indexed to Number 05-1190-CD, Court of Common Pleas, Clearfield County, Pennsylvania; and

to Number 05-1190-CD, Court of Common Pleas, Clearfield County,
Pennsylvania; and

WHEREAS, the parties, being fully advised as to their respective rights, duties and obligations growing out of their marital status, have come to an agreement as to each and all of their said matters of property and relations; and

WHEREAS, the parties hereto are desirous of settling their respective financial and property rights and obligations as between each other, including, without limitation, the ownership and equitable distribution of marital property; the past, present and future support, alimony, and/or maintenance of Wife by Husband or of Husband by Wife, and any and all claims by one against the other or against their respective estates.

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

1. Agreement not Predicated upon Divorce. It is specifically understood and agreed by the parties hereto that each of the said parties hereby warrants and represents to the other that the execution and delivery of this Agreement is not predicated upon or made subject to any agreement for the

institution, prosecution and defense or for the non-prosecution or non-defense of any action for divorce.

2. Agreement not to Bar Divorce Proceedings. This Agreement shall not be considered to affect or bar the right of Wife or Husband to a limited or absolute divorce on lawful grounds as such grounds now exist or shall hereafter exist or to such defense as may be available to either party. This Agreement is not intended to condone and shall not be deemed to be a condemnation on the part of either party hereto of any act or acts on the part of the other party which have occasioned the disputes or unhappy differences which have occurred prior to or which may occur subsequent to the date hereof.

3. Intent of Agreement. It is the intent and purpose of this Agreement to set forth the respective rights and duties of the parties. This Agreement shall be construed to set forth the parties' desires and intentions during the continued separation of the parties and any subsequent divorce decree which may be obtained by either party. Furthermore, the parties agree that this Agreement is to be a full and final settlement between them of all rights arising out of the marriage.

4. Effect of Divorce Decree. The parties hereby acknowledge that Wife has commenced an action in divorce, indexed to Number 05-1190-CD in the Court of Common Pleas of Clearfield County, Pennsylvania. The parties hereby agree to execute 3301(c)

affidavits to finalize the divorce. The parties further acknowledge that once the decree in divorce is rendered by said Court, this Agreement shall continue in full force and effect after such time as said final decree is entered.

5. Agreement to be Incorporated into any Subsequent Divorce Decree. It is specifically agreed that a copy of this Agreement shall be incorporated by reference as though fully set forth, into a divorce decree as rendered by the Court of Common Pleas of Clearfield County, Pennsylvania. This incorporation, however, shall not be regarded as a merger; it being the intent of the parties to permit and cause this Agreement to survive any judgment.

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

7. Advice of Counsel. Both Husband and Wife declare that each has had a full and fair opportunity to obtain independent legal counsel of his or her selection for the purposes of representation and the preparation of this Agreement and as to the explanation of any provisions and the legal effect of the within Agreement.

Wife hereby acknowledges that she has chosen independent legal counsel of her selection, namely David C. Mason, Esquire. Wife further acknowledges that her attorney has reviewed the within Agreement with her and has explained each provision of said agreement as to its legal effect.

Husband hereby acknowledges that he has chosen independent legal counsel of his selection, namely James A. Naddeo, Esquire. Husband further acknowledges that his attorney has reviewed the within Agreement with him and has explained each provision of said agreement as to its legal effect.

Both parties hereby represent that their execution of this Agreement is not the result of any duress or undue influence, nor the result of any collusion or improper legal agreement or agreements. With this in mind each party further represents that this Agreement is, under the circumstances, fair and equitable, and it is being entered into freely and voluntarily.

8. Personal Rights. Husband and Wife acknowledge that they are currently living separate and apart. They shall be free from any control, restraint, interference or authority, direct or indirect, by the other in all respects as fully as if they were unmarried. Each may, for his or her separate use and benefit, conduct, carry on and engage in any business, occupation, profession or employment which to him or her may seem advisable. Wife and Husband shall not molest, harass, disturb or malign each

other or the respective families of each other, nor compel the other to cohabit or dwell by any manner whatsoever with him or her.

9. General Release of All Claims. Except for any cause of action for divorce which either party may have or claim to have, and except for the obligations of the parties contained in this Agreement, and such rights as are expressly reserved herein, each party gives to the other by execution of this Agreement an absolute and unconditional release and discharge from all causes of action, claims, rights or demands whatsoever, in law or in equity, which either party had or now has against the other, and which may have related to or arisen from the marriage between the parties.

Furthermore, each party absolutely and unconditionally releases and forever discharges the other and the estate of the other for all purposes from any and all rights and obligations which either party may have or at any time hereafter may have for past, present or future support or maintenance, alimony pendente lite, alimony, equitable distribution, counsel fees, costs, expenses and any other right or obligation, economic or otherwise, whether arising out of the marital relationship or otherwise, including all rights and benefits under the Pennsylvania Divorce Code of 1980, its supplements and amendments, as well as under any other law of any other jurisdiction, except and only except, all

rights, agreements and obligations of whatsoever nature arising or which may arise under this Agreement for the breach of any provision thereof. Neither party shall have any obligation to the other not expressly set forth herein.

10. Waiver of Estate Claim. Except as otherwise herein provided, each party hereby waives, releases and relinquishes any and all rights that he or she may now have or may hereafter acquire as the other party's spouse under present and future laws of any jurisdiction: (a) to elect to take against any Will or Codicil of the other party now or hereafter in force; (b) to share in the other party's estate in case of intestacy; (c) to act as an executor or administrator of the other party's estate.

11. Equitable Distribution. The parties hereby acknowledge that they have during the course of their marriage acquired property which qualifies as marital property within the meaning of the Pennsylvania Divorce Code. The parties acknowledge that based upon their respective ages, education, experience, background, contributions to the family and other factors to be considered in accordance with the Pennsylvania Divorce Code in making an equitable division of their marital estate that the following division of property is fair and reasonable.

A. Distribution to Husband.

(1) The parties have entered into an agreement to sell their residential dwelling located at 674 Washington

Avenue, Curwensville, Pennsylvania, for the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars. Husband shall receive the first Ten Thousand (\$10,000.00) Dollars of the net sale proceeds from the sale of said home and the balance of the proceeds shall be divided evenly between Husband and Wife.

(2) Wife agrees to convey to Husband and by these presents does convey all of her right, title and interest in and to a certain parcel of land located in Centre County, Pennsylvania, consisting of 116 acres and more particularly described in a deed from William Dreibelbis, et ux to Robert M. Dreibelbis, et al dated March 2, 1981 and recorded in Centre County Deed and Record Book 400, page 747.

(3) Husband shall retain an undivided one-half interest in the townhouse owned by the parties in Miami, Florida.

(4) Husband shall retain an undivided one-half interest in the two timeshares owned by the parties in Key West, Florida.

(5) Wife agrees to waive all of her right, title and interest in and to Husband's PSERS Retirement Account.

(6) Wife agrees to waive all of her right, title and interest in and to Husband's Weinken Annuity and Rollover Account valued at approximately \$181,000.00.

(7) Wife agrees to convey to Husband and by these presents does convey all of her right, title and interest in and to a certain 2001 Chevrolet Avalanche.

(8) Wife agrees to convey to Husband and by these presents does convey all of her right, title and interest in and to a certain 1999 John Deere Skid Steer.

(9) Wife agrees to convey to Husband and by these presents does convey all of her right, title and interest in and to the contents of the Washington Avenue dwelling.

(10) Wife agrees to convey to Husband and by these presents does convey all of her right, title and interest in and to Husband's firearms.

(11) Wife agrees to convey to Husband and by these presents does convey all of her right, title and interest in and to one-half of Husband's hand and electrical tools. The parties shall meet and equally divide the hand and electrical tools.

B. Distribution to Wife.

(1) The parties have entered into an agreement to sell their residential dwelling located at 674 Washington Avenue, Curwensville, Pennsylvania, for the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars. Wife is to convey to Husband the first Ten Thousand (\$10,000.00) Dollars

of the net sale proceeds from the sale of said home and the balance of the proceeds shall be divided evenly between Husband and Wife.

(2) Husband agrees to convey to Wife and by these presents does convey all of his right, title and interest in and to a cabin and 36 acres located Snow Shoe, Centre County, Pennsylvania.

(3) Wife shall retain an undivided one-half interest in the townhouse owned by the parties in Miami, Florida.

(4) Wife shall retain an undivided one-half interest in the two timeshares owned by the parties in Key West, Florida.

(5) Husband agrees to waive all of his right, title and interest in and to Wife's PSERS Retirement Account.

(6) Husband agrees to waive all of his right, title and interest in and to Wife's Met Life Annuity and Rollover Account valued at approximately \$161,451.00.

(7) Husband agrees to waive all of his right, title and interest in and to Wife's Weinken Annuity and Rollover Account.

(8) Husband agrees to waive all of his right, title and interest in and to the Port Charlotte Villa, Florida.

(9) Husband agrees to waive all of his right, title and interest in and to certain certificates of deposit with Clearfield Bank & Trust Company and/or the County National Bank which certificates represent remaining proceeds from the estate of Wife's mother Esther Williams.

(10) Husband agrees to waive all of his right, title and interest in and to the household furnishings and contents of the cabin located upon that certain 36 acre parcel of ground in Snow Shoe, Centre County, Pennsylvania, except to the extent that the contents of the cabin include personal items to be distributed to Husband such as guns, tools and personal clothing.

(11) Husband agrees to convey to Wife and by these presents does convey all of his right, title and interest in and to a certain 1999 Volkswagen Jetta.

(12) Husband agrees to waive all of his right, title and interest in and to the Ten Thousand (\$10,000.00) Dollars paid to Wife for the gas line easement through that certain piece or parcel of land consisting of a cabin and 36 acres located in Snow Shoe, Centre County, Pennsylvania.

(13) Husband agrees to convey to Wife and by these presents does convey all of his right, title and interest in and to one-half of Husband's hand and electrical tools. The

parties shall meet and equally divide the hand and electrical tools.

12. Dodge Magnum. The parties acknowledge that they had purchased a 2006 Dodge Magnum for their son Robert Morgan Dreibelbis. The purchase of this vehicle was financed. The parties agree to be jointly responsible to pay the balance of the debt incurred for the purchase of said vehicle.

13. Pole Barn. Wife agrees to let to Husband the pole barn erected on the 36 acre parcel of ground to be distributed to Wife in accordance with Paragraph 11 (B)(2) of this agreement for a period of one year from the date of this agreement at a rental of One Hundred (\$100.00) per month, for storage only and for no other purpose. JD

14. After Acquired Property. Each of the parties shall hereafter own and enjoy independently of any claim or right of the other, all items of property, by they real, personal or mixed, tangible or intangible, which are acquired by him or her, after the execution of this Agreement, with full power in him or her to dispose of the same as fully and effectively, in all respects and for all purposes, as if both he and she were unmarried.

15. Waiver of Economic Claims. The parties agree to waive all economic claims not specifically addressed in this agreement including but not limited to alimony, alimony pendent elite, counsel fees, costs and expenses.

16. Documents Necessary to Effectuate Agreement. The parties agree to execute all supplemental documents which may be necessary to effectuate the terms and conditions of this Agreement upon request.

17. Warranty As To Obligations. Husband and Wife represent and warrant to each other that neither one has contracted any debt or debts, charges or liabilities, whatsoever, except as herein expressly set forth, for which the other party or their estate shall or may be or become liable or answerable. They covenant that they will at all times keep each other free, harmless and indemnified against and from any and all debts and liabilities heretofore or hereafter contracted or incurred by either of them except as expressly provided in this Agreement.

18. Understanding of the Agreement. Each party acknowledges upon reading this agreement, that it accurately represents all property interests that either party may have. Each party acknowledges all provisions of this Agreement and fully and completely understands each provision of this Agreement, both as to subject matter and legal effect. The parties further confirm that each is entering into this Agreement freely and voluntarily and that the execution of this Agreement is not the result of any duress, undue influence, collusion or improper illegal agreements.

19. Modification. This Agreement may not be modified or altered except in writing signed by each of the parties.

20. Severability and Enforceability. If any provision of this Agreement is held to be invalid or unenforceable, the other provisions shall, nevertheless, continue in full force and effect.

21. Agreement Binding on Heirs. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns.

22. Enforcement of Agreement. In the event that either of the parties hereto shall breach any provision of the within Agreement, then and in that event, the non breaching party who is required to bring an action to enforce the terms of this Agreement shall be entitled to reimbursement for reasonable counsel fees incurred in connection with said action.

23. Interpretation. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania without regard to the rules of strict interpretation of either party irrespective of the identity of the party who prepared or may have directed the preparation hereof.

24. Integration. This Agreement constitutes the entire understanding of the parties and supersedes any and all prior agreements between them.

NOW WITNESS the hands and seals of the parties which
they affix hereto in execution hereof the day and year first
above set forth, each intending to legally bind hereby.

WITNESS:

Jeanne M. Dreibelbis
Dick J. man

Robert M. Dreibelbis (SEAL)
Robert M. Dreibelbis

Jeanne Marie Dreibelbis (SEAL)
Jeanne Marie Dreibelbis

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ROBERT M. DREIBELBIS,

PLAINTIFF

VS.

JEANNE MARIE DREIBELBIS,

DEFENDANT

*
* No. 06- 1568-CD

*

*

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*

*

* TYPE OF CASE: Civil Action

*

* TYPE OF PLEADING: PRAECIPE FOR
* ENTRY OF APPEARANCE

*

* FILED ON BEHALF OF:

* Defendant, Jeanne Marie Dreibelbis

*

* COUNSEL OF RECORD FOR THIS

* PARTY:

* David C. Mason

* I.D. 39180

* MASON LAW OFFICE

* P.O. Box 28

* Philipsburg PA 16866

* (814) 342-2240

*

* COUNSEL OF RECORD FOR

* PLAINTIFF:

* James A. Naddeo, Esquire

* I.D. # 06820

* 207 E. Market Street, P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

FILED NOCC
MILLER
OCT 19 2001

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ROBERT M. DREIBELBIS,

*
* No. 06- CD

PLAINTIFF

vs.

JEANNE MARIE DREIBELBIS,

*
*
*

DEFENDANT

*

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY OF SAID COURT:

Kindly enter my appearance on the behalf of the above named Defendant.

MASON LAW OFFICE

DATED: 10-5-06

By:


David C. Mason, Esquire,
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ROBERT M. DREIBELBIS,

PLAINTIFF

vs.

JEANNE MARIE DREIBELBIS,

DEFENDANT

*
* No. 06-1568-CD

*

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* TYPE OF CASE: Civil Action

*

* TYPE OF PLEADING: ANSWER, NEW
* MATTER & COUNTER-CLAIM

*

* FILED ON BEHALF OF:
* Defendant, Jeanne Marie Dreibelbis

*

* COUNSEL OF RECORD FOR THIS
* PARTY:

* David C. Mason
* I.D. 39180
* MASON LAW OFFICE
* P.O. Box 28
* Philipsburg PA 16866
* (814) 342-2240

*

* COUNSEL OF RECORD FOR
* PLAINTIFF:

* James A. Naddeo, Esquire
* I.D. # 06820
* 207 E. Market Street, P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED NO
OCT 19 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ROBERT M. DREIBELBIS,

* * No. 06- -CD

PLAINTIFF

VS.

JEANNE MARIE DREIBELBIS,

*

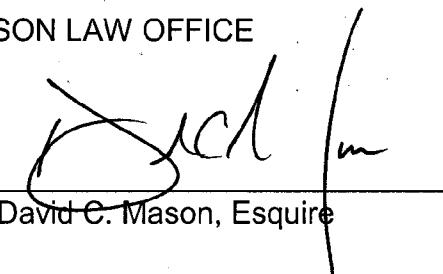
DEFENDANT

*

NOTICE TO PLEAD

You are hereby required to plead to the within New Matter within twenty (20) days from the date of service hereof.

MASON LAW OFFICE

By: 

David C. Mason, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ROBERT M. DREIBELBIS,

*
* No. 06- -CD

PLAINTIFF

vs.

JEANNE MARIE DREIBELBIS,

*
*
*

DEFENDANT

*

ANSWER, NEW MATTER
AND COUNTER-CLAIM

AND NOW, comes the Defendant JEANNE MARIE DREIBELBIS, by and through her attorney, DAVID C. MASON, ESQUIRE, and files the following Answer to Plaintiff's
1 & 2. ADMITTED. By way of further answer, both Plaintiff and Defendant reside in Centre County.

COUNT 1 - REPLEVIN

3. ADMITTED IN PART AND DENIED IN PART. It is admitted that the Defendant is in possession of the items of personal property identified in Plaintiff's complaint, paragraph 3 (a through t). It is denied that said items are the property of Plaintiff, and it is further denied that the items have the values set out in Plaintiff's complaint. Strict proof of these matters is demanded at the trial of this case.

4. ADMITTED. By way of further answer, it is admitted that these items have been located at Defendant's residence in Centre County, Pennsylvania, for a period in excess of thirteen (13) years.

5 & 6. ADMITTED.

7. DENIED. To the extent paragraph 7 attempts to revise the clear, distinct and unambiguous meaning of paragraph 11B(10) of the Marriage Settlement Agreement, the same is denied. The Marriage Settlement Agreement is a writing and as such it speaks for itself.

8. DENIED. The allegation contained in paragraph 8 of Plaintiff's complaint is strictly denied, and the items of personality listed in paragraph 3, letters (a) through (g), is not the personal property of the Plaintiff which he acquired by gift, and strict proof to the contrary is demanded at the time of trial. By way of further answer Defendant incorporates herein her answer to paragraph 3.

9. DENIED. To the extent paragraph 9 implies that the personal property identified in paragraph 3 belongs to Plaintiff, such allegation is denied.

COUNT II

BREACH OF CONTRACT

10. No response is necessary or required.

11. ADMITTED IN PART AND DENIED IN PART. To the extent paragraph 11 of Plaintiff's complaint implies that the personal property listed in paragraph 3 belongs to Plaintiff, such averment is strictly denied and proof thereof is demanded at the time of trial.

12. DENIED. It is denied that Plaintiff has "fully and satisfactorily conformed to and complied with" the terms of the Marriage Settlement Agreement. Strict proof of this averment is demanded at the time of trial.

13. DENIED. It is denied that Plaintiff is the "non-breaching party", or that Plaintiff is entitled to an award of legal fees. To the contrary, and as asserted in Defendant's Counter-Claim, Defendant is the non-breaching party and is entitled to counsel fees.

14. DENIED. After reasonable investigation answering Defendant is without knowledge or information sufficient to form a belief.

NEW MATTER

15. Defendant is the owner of a cabin and thirty-six (36) acres located in Snow Shoe, Centre County, Pennsylvania, by virtue of a Deed dated July 16, 1992, a copy of which is attached hereto and made a part hereof.

16. Defendant has been the sole owner of the subject premises since July 16, 1992.

17. Each and every item listed by Plaintiff in paragraph 3 of the complaint has been located in Defendant's cabin since at least 1993.

18. Each and every items listed in paragraph 3 of Plaintiff's complaint is an item of household furnishing, or otherwise is part of the "contents" of the cabin owned and occupied by the Defendant.

19. Pursuant to the terms of the Marriage Settlement Agreement attached to Plaintiff's complaint as Exhibit "A" the parties agreed to a disposition and distribution of all the personal property either of them owned.

20. Pursuant to the terms of the Marriage Settlement Agreement paragraph 11A(9), Wife conveyed to Husband "all of her right, title, and interest in and to the contents of the Washington Avenue dwelling."

21. Pursuant to the Marriage Settlement Agreement paragraph 11B(10):

11B. (10) Husband agrees to waive all of his right, title and interest in and to the household furnishings and contents of the cabin located upon that certain 36 acre parcel of ground in Snow Shoe, Centre County, Pennsylvania, except to the extent that the contents of the cabin include personal items to be distributed to Husband such as guns, tools and personal clothing.

22. None of the items identified in paragraph 3 of Plaintiff's complaint is a gun, a tool, or an article of personal clothing.

23. Paragraph 11 A(10) deals with Plaintiff's guns.

24. Paragraph 11 A(11) and paragraph 11 B(13) deals with his tools.

25. Both the guns and the tools have been distributed and agreed upon by and between the parties subsequent to the execution of the Marriage Settlement Agreement.

COUNTER-CLAIM

26. Defendant has engaged Mason Law Office at the rate of \$175.00 per hour to defend the integrity of this Marriage Settlement Agreement.

27. The Defendant is the non-breaching party.

28. Plaintiff has initiated this action despite the fact that he has received independent legal counsel who has explained this Agreement to him, acknowledges a full

and complete understanding of each provision of the Agreement and recognizes the complete integration of this contract.

WHEREFORE, Defendant prays your Honorable Court for the entry of an Order dismissing Plaintiff's Complaint and entering judgment against Plaintiff for legal fees and other relief deemed just and proper.

Respectfully submitted,



David C. Maser, Esquire
Attorney for Answering Defendant,
Jeanne Marie Dreibelbis

C:\OFFICE\DIVORCE\Dreibelbis\ANSWER, NEW MATTER& COUNTERCLAIM.wpd\blb

This Deed,

MADE THE 16th day of JULY in the year
of our Lord one thousand nine hundred ninety-two

BETWEEN Robert M. Dreibelbis and Jeanne M. Dreibelbis of Temple Heights,
Curwensville, Clearfield County, Pennsylvania

Grantor s,

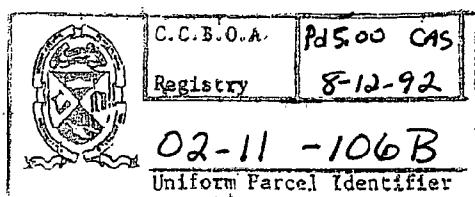
and Jeanne M. Dreibelbis of Temple Heights, Curwensville, Pennsylvania

Grantee :

WITNESSETH, that in consideration of

One (\$1.00)***** Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantor s do hereby grant
and convey to the said grantee ,

(see over for description)



ALL that certain tract of land situate in Snow Shoe Township, Centre County, Pennsylvania, bounded and described as follows:

BEGINNING at a pitch pine corner adjoining land now or formerly of James Gates, marking the northwest corner of the land herein designated; thence South 116 perches to stones corner; thence East 50 perches to dead white oak; thence North 116 perches to a chestnut; thence West 50 perches to place of the beginning. CONTAINING 36 acres, 40 perches. This land lies astride the South Fork of Beech Creek, about one mile eastward from Stinktown Run and from lands of Snow Shoe Water Company; and in the vicinity of the overlap of the Peter Fogel and the Peter Hoops Warrants with the Sharp Delayney Warrant on the south.

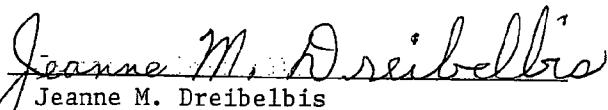
BEING the same premises conveyed to the Grantors by deed dated October 10, 1980, and recorded in Centre County Deed Book 398, page 117, from William H. and Pearl Dreibelbis, husband and wife.

IT IS HEREBY CERTIFIED THAT THIS IS A TRANSFER BETWEEN HUSBAND AND WIFE.

BEING KNOWN AS CENTRE COUNTY UNIFORM PARCEL IDENTIFIER NUMBER 02-11 -106B.

NOTICE

THE UNDERSIGNED GRANTEE OR GRANTEES IN THE FOREGOING DEED HEREBY ACKNOWLEDGE THAT HE OR THEY KNOW THAT HE OR THEY MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE OF THE PROPERTY CONVEYED IN THE FOREGOING DEED RESULTING FROM COAL MINING OPERATIONS, AND FURTHER ACKNOWLEDGE THAT THEY KNOW THAT THE PROPERTY CONVEYED MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTERESTS IN THE COAL.


Jeanne M. Dreibelbis

AND the said grantor s hereby covenant and agree that they will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

Chris A. Pentz
As So Both

Robert M. Dreibelbis

Jeanne M. Dreibelbis



State of Pennsylvania

County of Clearfield

On this, the 16th day of July, 1992, before me,

the undersigned officer, personally appeared Robert M. and Jeanne M. Dreibelbis

{ ss.

known to me (or satisfactorily proven) to be the persons whose names subscribed to the within instrument, and acknowledged that they executed same for the purposes therein contained.

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

Boris E. Brooks
Notary
NOTARIAL SEAL
Boris Brooks, Notary Public
Lawrence Twp., Clearfield County, Pa.
My Commission Expires Sept. 29, 1995

I, Chris A. Pentz do hereby certify that the precise residence and complete post office address of the within named grantee is Temple Heights, Curwensville, PA 16833

July 16, 1992

Chris A. Pentz
Attorney for Grantee

ENTERED IN THE RECORD

92 AUG 27 AM 11 55

HAZEL M PETERS
RECORDER OF DEEDS
CENTRE COUNTY

Deed

WARRANTY

CHRIS A. PENTZ
ATTORNEY AT LAW
SUITE 1, 1214 OLD TOWN ROAD
CLEARFIELD, PENNSYLVANIA 16830

COMMONWEALTH OF PENNSYLVANIA
County of Centre } ss.

RECORDED on this 27th day of August 1992

A. D. 1992, in the Recorder's office of the said County, in ~~Deed~~ Book
Vol. 649, Page 604

Given under my hand and the seal of the said office, the date above written.

Hazel M. Peters, Recorder.

VERIFICATION

I certify that the facts set forth in the foregoing ANSWER, NEW MATTER and COUNTER-CLAIM are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 PA. C.S. §4904, relating to unsworn falsification to authorities.

DATED: 10/6/06

By: Jeanne Marie Dreibelbis
Jeanne Marie Dreibelbis

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ROBERT M. DREIBELBIS,

PLAINTIFF

vs.

JEANNE MARIE DREIBELBIS,

DEFENDANT

*
* No. 06-1568-CD

*

*

*

* TYPE OF CASE: Civil Action

*

*

* TYPE OF PLEADING:

* CERTIFICATE OF SERVICE

*

*

* COUNSEL OF RECORD FOR THIS

* PARTY:

* David C. Mason

* Superior Court I.D. 39180

* MASON LAW OFFICE

* P.O. Box 28

* Philipsburg PA 16866

* (814) 342-2240

*

* COUNSEL OF RECORD FOR

* PLAINTIFF:

* James A. Naddeo, Esquire

* I.D. # 06820

* 207 E. Market Street, P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

FILED

OCT 19 2006

FILED NO AC
William A. Shaw
Prothonotary/Clerk of Courts
Oct 19 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ROBERT M. DREIBELBIS,

*
* No. 06- -CD

PLAINTIFF

vs.

JEANNE MARIE DREIBELBIS,

*

DEFENDANT

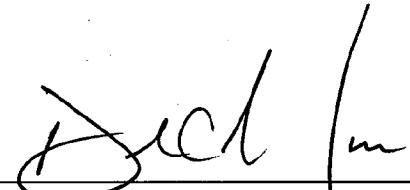
*

CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of Defendant's **ANSWER, NEW MATTER** and **COUNTER-CLAIM** filed in the above captioned action on the following by depositing the same in the U. S. Mail, postage prepaid and addressed as follows:

James A. Naddeo, Esquire
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

DATED: 10/18/06



David C. Mason, Esquire
Attorney for Answering Defendant
Jeanne Marie Dreibelbis

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

ROBERT M. DREIBELBIS,
Plaintiff,

v.

JEANNE MARIE DREIBELBIS,
Defendant.

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No. 06 - 1568 - CD

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Type of Pleading:

*

**ANSWER TO NEW MATTER &
COUNTERCLAIM**

*

*

Filed on behalf of:

*

Plaintiff

*

*

Counsel of Record for
this party:

*

*

*

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

*

*

*

207 E. Market Street
P.O. Box 552

Clearfield, PA 16830

(814) 765-1601

*

*

DATED: November 8, 2006

FILED 2cc
01/10/2006 Atty
NOV 08 2006
J. Naddeo
William A. Shaw
Prothonotary/Clerk of Courts

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

ROBERT M. DREIBELBIS,
Plaintiff,

*

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V.

* No. 06 - 1568 - CD

7

JEANNE MARIE DREIBELBIS,
Defendant.

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4

ANSWER TO NEW MATTER & COUNTERCLAIM

NOW COMES the Plaintiff, Robert M. Dreibelbis, and by his attorney, James A. Naddeo, Esquire, files the following Answer to the New Matter and Counterclaim filed by defendant:

NEW MATTER

15. Admitted.

16. Admitted as stated. In further answer thereto, Plaintiff was the primary occupant of the cabin from July 16, 1992 until June of 2004 when defendant retired from her teaching position and informed plaintiff that she intended to live in the cabin from that point forward.

17. Admitted as stated. In further answer thereto, plaintiff incorporates by reference his answer to paragraph 16 above as if set forth fully herein.

18. Admitted in so far as said allegation states each and every item listed in paragraph 3 of plaintiff's complaint is an item of household furnishing, or otherwise is part of the

contents of the cabin owned by defendant. Denied in so far as said allegation states defendant was the occupant of the cabin. In further answer thereto, plaintiff incorporates by reference his answer to paragraph 16 above as if set forth fully herein.

19. Admitted.

20. Admitted.

21. Admitted.

22. Admitted.

23. Admitted.

24. Admitted.

25. Admitted.

WHEREFORE, Plaintiff demands judgment against the Defendant and in favor of Plaintiff as requested by Plaintiff in his complaint.

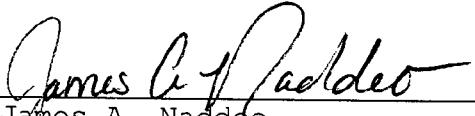
COUNTERCLAIM

26. Denied. After reasonable investigation plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

27. Denied for reasons set forth in plaintiff's complaint which he incorporates herein by reference.

28. Admitted.

WHEREFORE, Plaintiff demands judgment in his favor and against the Defendant.


James A. Naddeo
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA)
 ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally ROBERT M. DREIBELBIS appeared, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer to New Matter and Counter Claim are true and correct to the best of his knowledge, information and belief.



Robert M. Dreibelbis

SWORN and SUBSCRIBED before me this 7th day of November, 2006.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Linda C. Lewis, Notary Public Clearfield Boro, Clearfield County My Commission Expires July 25, 2007

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

ROBERT M. DREIBELBIS,
Plaintiff,

v.

JEANNE MARIE DREIBELBIS,
Defendant.

* No. 06 - 1568 - CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:

* Plaintiff

* Counsel of Record for
this party:

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

* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

* DATED: November 8, 2006

FILED *2CC Atty
1/3:40cm Naddeo*
NOV - 8 2006 *UR*

William A. Shaw
Prothonotary/Clerk of Courts

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

NOV 08 2006

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

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

ROBERT M. DREIBELBIS, *
Plaintiff, *
*
*
v. *
*
* No. 05 - 1190 - CD
JEANNE MARIE DREIBELBIS, *
Defendant *
*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Answer to New Matter & Counterclaim was served on the following and in the following manner on the 8th day of November, 2006:

First-Class Mail, Postage Prepaid

David C. Mason, Esquire
409 North Front Street
PO Box 28
Philipsburg, PA 16866



James A. Naddeo
Attorney for Plaintiff

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

ROBERT M. DREIBELBIS,
Plaintiff,

v.

JEANNE MARIE DREIBELBIS,
Defendant.

*
*
*
* No. 06 - 1568 - CD
*
*

* Type of Pleading:

* **STIPULATION**
*
*
*

* Filed on behalf of:
* Plaintiff
*
*

* Counsel of Record for
* this party:
*
*

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

* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601
*
*

* DATED: November 16, 2006

FILED *ICC Aty Naddeo*
0/10:45 LM
NOV 16 2006 LM

William A. Shaw
Prothonotary/Clerk of Courts

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

ROBERT M. DREIBELBIS,
Plaintiff,

v.

JEANNE MARIE DREIBELBIS,
Defendant.

*

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*

*

No. 06 - 1568 - CD

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*

STIPULATION OF TYPOGRAPHICAL ERROR

It is hereby stipulated and agreed that the Complaint filed by Plaintiff contains a typographical error at paragraph 8 and paragraph 9. The Complaint, at these paragraphs, identifies "all of the above listed property" as letters "a" through "g." To be correct and actually identify "all of the above listed property" it should state "a" through "t." Defendant's Answer at paragraph 8, which utilized Plaintiff's reference of "a" through "g" is also understood to reference "a" through "t."

DCM
David C. Mason
Attorney for Defendant

James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

Date: Nov 13, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101964
NO: 06-1568-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: ROBERT M., DREIBELBIS
vs.
DEFENDANT: JEANNE MARIE DREIBELBIS

SHERIFF RETURN

NOW, September 28, 2006, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON JEANNE MARIE DREIBELBIS.

NOW, October 05, 2006 AT 10:45 AM SERVED THE WITHIN COMPLAINT ON JEANNE MARIE DREIBELBIS, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
01/23/07
JAN 09 2007
5

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101964
NO: 06-1568-CD
SERVICES 1
COMPLAINT

PLAINTIFF: ROBERT M., DREIBELBIS
vs.
DEFENDANT: JEANNE MARIE DREIBELBIS

SHERIFF RETURN

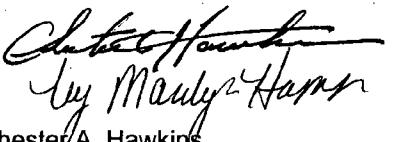
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NADDEO	18595	10.00
SHERIFF HAWKINS	NADDEO	18595	21.39
CENTRE CO.	NADDEO	18596	45.30

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff



CHESTER A. HAWKINS
SHERIFF

**Sheriff's Office
Clearfield County**

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER

CHIEF DEPUTY

MARILYN HAMM

DEPT. CLERK

CYNTHIA AUGHENBAUGH

OFFICE MANAGER

KAREN BAUGHMAN

CLERK TYPIST

PETER F. SMITH

SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 101964

TERM & NO. 06-1568-CD

ROBERT M. DREIBELBIS

COMPLAINT

VS.

JEANNE MARIE DREIBELBIS

SERVE BY: 10/26/06

MAKE REFUND PAYABLE TO JAMES A. NADDEO, ESQ.

SERVE: JEANNE MARIE DREIBELBIS

ADDRESS: BEECH CREEK ROAD, PO BOX 77, SNOW SHOE, PA 16874

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, September 28, 2006.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

SHERIFF'S OFFICE

CENTRE COUNTY

JAMES A. NADDEO & ASSOC.

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

1. Plaintiff(s) Robert M Dreibelbis	2. Case Number 06-1568-CD
3. Defendant(s) Jeanne Marie Dreibelbis	4. Type of Writ or Complaint: Complaint 100869

SERVE → 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.
Jeanne Marie Dreibelbis

AT 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)
P O Box 77 Beech Creek Road, Snow Shoe, PA 16874

7. Indicate unusual service: Reg Mail Certified Mail Deputize Post Other

Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator JAMES A. NADDEO & ASSOC. 207 E. MARKET ST., PO BOX 552 CLEARFIELD, PA. 16830	10. Telephone Number (814) 765-1601	11. Date
	12. Signature	

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
--	--	----------------	-----------------------------

TO BE COMPLETED BY SHERIFF

16. Served and made known to Jeanne Marie Dreibelbis, on the 5 day of October
20 2006, at 10:45 AM o'clock, m., at P O Box 77 Beech Creek Road, Snow Shoe, PA 16874, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

Defendant(s) personally served.
 Adult family member with whom said Defendant(s) resides(s). Relationship is defendant
 Adult in charge of Defendant's residence.
 Manager/Clerk of place of lodging in which Defendant(s) resides(s).
 Agent or person in charge of Defendant's office or usual place of business.
and officer of said Defendant company.

Other _____

On the _____ day of _____, 20_____, at _____ o'clock, _____ M.

Defendant not found because:

Moved Unknown No Answer Vacant Other _____

Remarks:

Advance Costs 75.00	Docket 9.00	Service 9.00	Sur Charge 10.00	Affidavit 2.50	Mileage 13.80	Postage	Misc. 1.00	Total Costs 45.30	Costs Due or Refund (29.70)
------------------------	----------------	-----------------	---------------------	-------------------	------------------	---------	---------------	----------------------	--------------------------------

17. AFFIRMED and subscribed to before me this _____

So Answer.

18. Signature of Dep. Sheriff

19. Date

10-9-06

20. day of _____ 20_____

21. Signature of Sheriff

22. Date

23. _____ Notary Public

SHERIFF OF CENTRE COUNTY

Amount Pd. _____ Page _____

My Commission Expires _____

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE
OF AUTHORIZED AUTHORITY AND TITLE.

25. Date Received

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

ROBERT M. DREIBELBIS,
Plaintiff,

v.

JEANNE MARIE DREIBELBIS,
Defendant.

*
*
* No. 06 - 1568 - CD
*

*
* Type of Pleading:
*

* **CERTIFICATE OF SERVICE**
*

*
* Filed on behalf of:
* Plaintiff
*

*
* Counsel of Record for
* this party:
*

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

*
* NADDEO & LEWIS, LLC
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED *ICC Atty, Naddeo*
93:44cm
FEB 07 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

ROBERT M. DREIBELBIS, *
Plaintiff, *
*
v. * No. 06 - 1568 -CD
*
JEANNE MARIE DREIBELBIS, *
Defendant. *

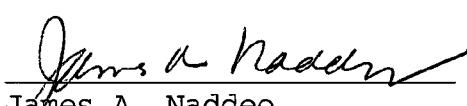
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of the Notice of Taking Deposition filed in the above-captioned action was served on the following person and in the following manner on the 7th day of February, 2007.

First-Class Mail, Postage Prepaid

David C. Mason, Esquire
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866

NADDEO & LEWIS, LLC


James A. Naddeo
Attorney for Plaintiff

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

ROBERT M. DREIBELBIS,
PLAINTIFF
VS.
JEANNE MARIE DREIBELBIS,
DEFENDANT

*
* No. 06-1568-CD
*
*
*
*
*
*
*
* TYPE OF PLEADING: Notice of
* Taking Deposition Upon Oral
* Examination Pursuant to PA.
* R.C.P. §4007.1 CERTIFICATE OF SERVICE
*
* FILED ON BEHALF OF: Defendant
*
* COUNSEL OF RECORD FOR THIS PARTY:
* David C. Mason, Esquire
* Supreme Court I.D.#39180
* Attorney at Law
* P. O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240
*
*
* COUNSEL OF RECORD FOR PLAINTIFF:
* James A. Naddeo, Esquire
* I.D. No. 06820
* 207 E. Market Street
* P. O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

FEB 08 2007

m/12/07 ✓

William A. Shaw

Prothonotary/Clerk of Courts

1 CEN to ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ROBERT M. DREIBELBIS,

*
* No. 06-1568-CD

PLAINTIFF

vs.

JEANNE MARIE DREIBELBIS,

*
*
*
*
*

DEFENDANT

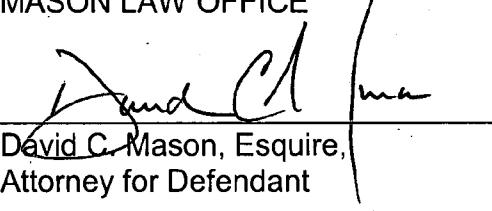
CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, hereby certify that I have served a true and correct copy of the attached and foregoing Notice of Taking Deposition Upon Oral Examination Pursuant to Pa. R.C.P. §4007.1 upon ROBERT M. DREIBELBIS, through his attorney, **JAMES A. NADDEO, ESQUIRE**, by depositing said Notice in the United States Mail, postage prepaid and addressed as follows:

James A. Naddeo, Esquire
Attorney at Law
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

MASON LAW OFFICE

DATED: 2-7-7


David C. Mason, Esquire,
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ROBERT M. DREIBELBIS,

*

* No. 06-1568-CD

PLAINTIFF

*

VS.

*

JEANNE MARIE DREIBELBIS,

*

*

DEFENDANT

*

* TYPE OF PLEADING:

* JOINT PRAECIPE TO SETTLE
* AND DISCONTINUE

*

* ATTORNEY FOR PLAINTIFF:

* James A. Naddeo, Esquire

* I.D. # 06820

* 207 E. Market Street, P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

*

*

* ATTORNEY FOR DEFENDANT:

* David C. Mason, Esquire

* ID #39180

* MASON LAW OFFICE

* P.O. Box 28

* Philipsburg, PA 16866

* (814) 342-2240

FILED 1cc & 2 cert
01/11/2007 of & issued
FEB 22 2007 to Atty Naddeo

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ROBERT M. DREIBELBIS,

*
* No. 06-1568-CD

PLAINTIFF

VS.

JEANNE MARIE DREIBELBIS,

*
*
*

DEFENDANT

*

JOINT PRAECIPE TO
SETTLE AND DISCONTINUE

TO THE PROTHONOTARY OF SAID COURT:

AND NOW, come the parties by and through their respective counsel and file
a Joint Praecipe to Settle and Discontinue the above captioned actions.

DATED: 2/21/07

By: James A. Naddeo
James A. Naddeo, Attorney for
Plaintiff

DATED: 2/20/07

By: David C. Mason
David C. Mason, Attorney for
Defendant

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Robert M. Dreibelbis

Vs.
Jeanne Marie Dreibelbis

No. 2006-01568-CD

CERTIFICATE OF DISCONTINUATION

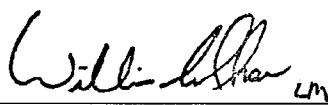
Commonwealth of PA
County of Clearfield

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 February 22, 2007, marked:

Joint Praeclipe to Settled and Discontinued

Record costs in the sum of \$85.00 have been paid in full by James A. Naddeo Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of February A.D. 2007.



William A. Shaw, Prothonotary