

08-1926-CD

Laura Amigh vs James Amigh

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William A. Shaw
Prothonotary/Clerk of Courts

08-1926-CD

NO. 366-52991-96

IN THE MATTER OF
THE MARRIAGE OF

LAURA ANN AMIGH
AND
JAMES BRIAN AMIGH

AND IN THE INTEREST OF
MICHAEL AMIGH and
COURTNEY AMIGH,
MINOR CHILDREN

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IN THE DISTRICT COURT

OF COLLIN COUNTY, TEXAS

366TH JUDICIAL DISTRICT

FINAL DECREE OF DIVORCE

On 10th day of November, 1997, this case came on for hearing.

APPEARANCES

Petitioner, LAURA ANN AMIGH, Social Security No. 267-73-4614 and Driver's License No. 14324508 (Texas), appeared in person and by attorney, HOWARD SHAPIRO, and announced ready for trial.

Respondent, JAMES BRIAN AMIGH, Social Security No. 180-58-9068 and Driver's License No. 10449806 (Texas), appeared in person and by attorney, G. DAVID HEIMAN, and announced ready for trial.

RECORD

The record of testimony was duly reported by a licensed reporter of the Court.

JURISDICTION

The Court finds that the pleadings of Petitioner and Respondent are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction over this cause of action and the parties and that at least 60 days have elapsed

since the date the suit was filed. The Court finds Petitioner and Respondent have been domiciliaries of this state for at least a six-month period preceding the filing of this action and residents of the county in which this suit is filed for at least a 90-day period preceding the filing of this action. All persons entitled to citation were properly cited.

A jury was waived, and all questions of fact and of law were submitted to the Court.

DIVORCE

IT IS ORDERED AND DECREED that LAURA ANN AMIGH, Petitioner, and JAMES BRIAN AMIGH, Respondent, are divorced and that the marriage between them is dissolved.

CHILDREN OF MARRIAGE

The Court finds that Petitioner and Respondent are the parents of the following children:

NAME:	MICHAEL AMIGH
SEX:	Male
BIRTHPLACE:	Mt. Home, Idaho
BIRTH DATE:	October 27, 1984
HOME STATE:	Texas
SOCIAL SECURITY NO.:	465-83-0041
TDL:	None

NAME:	COURTNEY AMIGH
SEX:	Female
BIRTHPLACE:	Plano, Texas
BIRTH DATE:	October 30, 1988
HOME STATE:	Texas
SOCIAL SECURITY NO.:	643-09-0157
TDL:	None

The Court finds no other children are expected.

CONSERVATORSHIP AND SUPPORT

The Court, having considered the circumstances of the parents and of the children, finds the following orders are in the best interest of the children.

JOINT MANAGING CONSERVATORS

IT IS ORDERED AND DECREED that LAURA ANN AMIGH and JAMES BRIAN AMIGH are appointed Joint Managing Conservators of the following children: MICHAEL AMIGH and COURTNEY AMIGH.

IT IS ORDERED AND DECREED that LAURA ANN AMIGH and JAMES BRIAN AMIGH, as Joint Managing Conservators, shall have the following rights at all times:

- (1) to receive information from the other parent concerning the health, education, and welfare of the children;
- (2) to confer with the other parent to the extent possible before making a decision concerning the health, education, and welfare of the children;
- (3) to have access to medical, dental, psychological, and educational records of the children;
- (4) to consult with a physician, dentist, or psychologist of the children;
- (5) to consult with school officials concerning the children's welfare and educational status, including school activities;
- (6) to attend school activities;
- (7) to be designated on the children's records as a person to be notified in case of an emergency;
- (8) to manage the estate of the children to the extent the estate has been created by the parent or the parent's family;
- (9) the right to represent the children in legal action and to make other decisions of substantial legal significance concerning the children;

- (10) the right to consent to marriage and to enlistment in the armed services of the United States;
- (11) the right to make decisions concerning the children's education;
- (12) the right to the services and earnings of the children; and
- (13) except when a guardian of the children's estate or a guardian or attorney ad litem has been appointed for the children, the right to act as an agent of the children in relation to the children's estate if the children's action is required by a state, the United States, or a foreign government.

IT IS ORDERED AND DECREED that LAURA ANN AMIGH and JAMES BRIAN AMIGH, as Joint Managing Conservators, shall have the following rights and duties during periods of possession:

- (1) the duty of care, control, protection and reasonable discipline of the children;
- (2) the duty to support the children, including providing the children with clothing, food, shelter, and medical and dental care not involving an invasive procedure;
- (3) the right to consent for the children to medical and dental care not involving an invasive procedure;
- (4) the right to consent for the children to medical, dental, and surgical treatment during an emergency involving immediate danger to the health and safety of the children;
- (5) the right to direct the moral and religious training of the children; and
- (6) the right to consent to medical, dental, and surgical treatment involving invasive procedures, and to consent to psychiatric and psychological treatment.

IT IS ORDERED AND DECREED that LAURA ANN AMIGH, as Joint Managing Conservator, shall have the following exclusive rights:

- (1) the right to establish the primary residence and domicile of the children;

- (2) the power to receive and give receipt for periodic payments for the support of the children and to hold and disburse these funds for the benefit of the child;

IT IS ORDERED AND DECREED that Collin County, Texas or contiguous counties is established as the domicile of the children unless there is a written agreement by the parties or until further Order of this Court.

Possession/Access

IT IS ORDERED AND DECREED that LAURA ANN AMIGH shall have primary possession of the children, and JAMES BRIAN AMIGH shall have possession pursuant to the Standard Possession Order.

Minimizing Disruptions

IT IS ORDERED AND DECREED that each party shall have due regard to their periods of possession with the children to minimize disruption of the children's schooling, daily routine, and association with friends and family of the parties hereto.

Standard Possession Order

The Court finds that the following provisions of this Standard Possession Order are intended to and do comply with the requirements of *Texas Family Code* §153. IT IS ORDERED AND DECREED that LAURA ANN AMIGH and JAMES BRIAN AMIGH shall comply with all terms and conditions of this Standard Possession Order. IT IS ORDERED AND DECREED that this Standard Possession Order is effective immediately and applies to all periods of possession occurring on and after the signing of this Standard Possession Order. IT IS, THEREFORE, ORDERED AND DECREED:

(a) Definitions

1. In this Standard Possession Order "school" means the primary or secondary school in which the children are enrolled or, if the children are not enrolled in a primary or secondary school, the public school district in which the children primarily reside.

2. In this Standard Possession Order "child" includes each child who is a subject of this suit, whether one or more.

(b) Mutual Agreement or Specified Terms for Possession

IT IS FURTHER ORDERED AND DECREED that LAURA ANN AMIGH shall have primary possession of the children, and JAMES BRIAN AMIGH shall have possession of the children at any and all times mutually agreed to in advance by the parties and, in the absence of mutual agreement, it is ORDERED that JAMES BRIAN AMIGH shall have possession of the children under the specified terms set out in this Standard Possession Order.

(c) PARENTS WHO RESIDE 100 MILES OR LESS APART:

Except as otherwise explicitly provided in this Standard Possession Order, when JAMES BRIAN AMIGH resides 100 miles or less from the primary residence of the children, JAMES BRIAN AMIGH shall have the right to possession of the children as follows:

(1) **Weekends.** 1st, 3rd and 5th weekends of each month (determined by Friday) beginning Thursday at the time the children's school is regularly dismissed and ending at 6:00 p.m. on the following Sunday.

(2) **Wednesdays.** On Wednesdays during the regular school term beginning at the time the children's school is regularly dismissed and ending at 8:00 p.m.

(d) Weekend Possession Extended by a Holiday. Except as otherwise explicitly provided in this Standard Possession Order, if a weekend period of possession by JAMES BRIAN AMIGH begins on a Friday that is a school holiday during the regular school term or with a federal, state, or local holiday, during the summer months in which school is not in session, the weekend possession shall end at 6:00 p.m. on a Monday holiday or school holiday or shall begin at 6:00 p.m. Thursday for a Friday holiday or school holiday, as applicable or, at the possessory conservator's election, made before or at the time of the rendition of the original or modification order, and as specified in the original or modification order, shall begin at the time the children's school is regularly dismissed.

(e) Vacations and Holidays. The following provisions govern possession of the children for vacations and for certain specific holidays and supersede any conflicting weekend or Wednesday periods of possession provided by Subsections (c) and (d) of this section. The conservators shall have rights of possession of the children as follows:

(1) Christmas Holidays in Even-Numbered Years. JAMES BRIAN AMIGH shall have possession of the children in even-numbered years, beginning at 6:00 p.m. on the day the children are dismissed from school for the Christmas school vacation and ending at Noon on December 26th. LAURA ANN AMIGH shall have possession of the children from Noon on December 26th until 6:00 p.m. the day before school resumes after that vacation.

(2) Christmas Holidays in Odd-Numbered Years. LAURA ANN AMIGH shall have possession of the children in odd-numbered years, beginning at 6:00 p.m. the date the children are dismissed from school for Christmas school vacation and ending at Noon on December 26th. JAMES BRIAN AMIGH shall have possession from Noon on December 26th until 6:00 p.m. the day before school resumes after that vacation.

(3) Thanksgiving in Odd-Numbered Years. JAMES BRIAN AMIGH shall have possession of the children in odd-numbered years, beginning at 6:00 p.m. on the day the children are dismissed from school before Thanksgiving and ending at 6:00 p.m. on the following Sunday, and LAURA ANN AMIGH shall have possession for the same period in even-numbered years.

(4) Spring Break in Even-Numbered Years. JAMES BRIAN AMIGH shall have possession of the children in even-numbered years, beginning at 6:00 p.m. on the day the children are dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation, and LAURA ANN AMIGH shall have possession for the same period in odd-numbered years.

(5) Fall Break in Even-Numbered Years. JAMES BRIAN AMIGH shall have possession of the children in even-numbered years, beginning at 6:00 p.m. on the day the children are dismissed from school for the school's Fall break and ending at 6:00 p.m. on the day before school resumes after Fall break and LAURA ANN AMIGH shall have possession for the same period in odd-numbered years.

(6) Extended Summer Possession by JAMES BRIAN AMIGH.

(A) With Written Notice by May 1. If JAMES BRIAN AMIGH gives LAURA ANN AMIGH written notice by May 1 of each year specifying an extended period or periods of summer possession, JAMES BRIAN AMIGH shall have possession of the children for

thirty (30) days beginning no earlier than the day after the children's school is dismissed for the summer vacation and ending no later than seven days prior to school resuming at the end of the summer vacation, to be exercised in no more than two separate periods of at least seven (7) consecutive days each, as specified in the written notice.

(B) Without Written Notice by May 1. If JAMES BRIAN AMIGH does not give LAURA ANN AMIGH written notice by May 1 of each year specifying an extended period or periods of summer possession for that year, JAMES BRIAN AMIGH shall have possession of the children for thirty (30) consecutive days in that year beginning at 6:00 p.m. on July 1 and ending at 6:00 p.m. on July 31.

(7) Summer Weekend Possession by LAURA ANN AMIGH.
If LAURA ANN AMIGH gives JAMES BRIAN AMIGH written notice by June 1 of each year, LAURA ANN AMIGH shall have possession of the children on any one weekend beginning Friday at 6:00 p.m. and ending at 6:00 p.m. on the following Sunday during any one period of possession by JAMES BRIAN AMIGH Subdivision (6) of this subsection, provided that LAURA ANN AMIGH picks up the children from JAMES BRIAN AMIGH and returns the children to that same place.

(8) Extended Summer Possession by LAURA ANN AMIGH.
If LAURA ANN AMIGH gives JAMES BRIAN AMIGH written notice by May 15 of each year or gives JAMES BRIAN AMIGH 14 days' written notice on or after May 16 of each year, LAURA ANN AMIGH may designate one weekend beginning no earlier than the day the children's school is dismissed for the summer vacation and ending no later than seven days prior to school resuming at the end of the summer vacation, during which an otherwise scheduled weekend period of possession by JAMES BRIAN AMIGH will not take place, provided that the weekend so designated does not interfere with JAMES BRIAN AMIGH's period or periods of extended summer possession or with Father's Day.

(9) Child's Birthday. The parent not otherwise entitled under this standard order to present possession of the child on the child's birthday shall have possession of the child beginning at 6:00 p.m. and ending at 8:00 p.m. on that day provided that said parent picks up the child from the residence of the conservator entitled to possession and returns the child to that same place.

(10) Father's Day. If a conservator, the father shall have possession of the children beginning at 6:00 p.m. on the Friday preceding Father's day and ending on Father's day at 6:00 p.m., provided that if he is not otherwise entitled under this standard order to present possession of the children, he picks up the children from the residence of the conservator

entitled to possession and returns the children to that same place.

(11) Mother's Day. If a conservator, the mother shall have possession of the children beginning at 6:00 p.m. on the Friday preceding Mother's day and ending on Mother's Day at 6:00 p.m., provided that, if she is not otherwise entitled under this standard order to present possession of the children, she picks up the children from the residence of the conservator entitled to possession and returns the children to that same place.

(f) PARENTS WHO RESIDE OVER 100 MILES APART:

Except as otherwise explicitly provided in this Standard Possession Order, if JAMES BRIAN AMIGH resides more than 100 miles from the residence of the children, JAMES BRIAN AMIGH shall have the right to possession of the children as follows:

(1) Weekends. Either regular weekend possession beginning on the first, third, and fifth Friday of each month as provided under the terms of Subsections (c)(1) and (d) of this section, or not more than one weekend per month of JAMES BRIAN AMIGH's choice beginning at 6:00 p.m. on the day school recesses for the weekend and ending at 6:00 p.m. on the day before school resumes after the weekend, provided that JAMES BRIAN AMIGH gives LAURA ANN AMIGH seven (7) days' written or telephonic notice preceding a designated weekend and provided that JAMES BRIAN AMIGH elects an option for this alternative period of possession by written notice given to LAURA ANN AMIGH within ninety (90) days after the parties begin to reside more than 100 miles apart, as applicable, and provided that the weekend possessions do not conflict with Subsection (e)(1) through (3) and (e)(8) through (10) of this section.

(2) The terms of Subsections (e)(1) through (3) and (e)(8) through (10) of this section are applicable when JAMES BRIAN AMIGH resides more than 100 miles from the residence of the children.

(3) Spring Break in All Years. Each year beginning on the day the children are dismissed from school for the school's spring vacation and ending at 6:00 p.m. on the day before school resumes after that vacation.

(4) Extended Summer Possession by JAMES BRIAN AMIGH.

(A) With Written Notice by May. If JAMES BRIAN AMIGH gives LAURA ANN AMIGH written notice by May 1 of a year specifying an extended period or periods of summer possession for that year, JAMES BRIAN AMIGH shall have possession of the

children for forty-two (42) days beginning no earlier than the day after the children's school is dismissed for the summer vacation and ending no later than seven days prior to school resuming at the end of the summer vacation to be exercised in no more than two separate periods of at least seven (7) consecutive days each, as specified in the written notice.

(B) Without Written Notice by May 1. If JAMES BRIAN AMIGH does not give LAURA ANN AMIGH written notice by May 1 of a year specifying an extended period or periods of summer possession for that year, JAMES BRIAN AMIGH shall have possession of the children for forty-two (42) consecutive days beginning at 6:00 p.m. on June 15 and ending at 6:00 p.m. on July 27 of that year.

(5) Summer Weekend Possession by LAURA ANN AMIGH. If LAURA ANN AMIGH gives JAMES BRIAN AMIGH written notice by June 1 of a year, LAURA ANN AMIGH shall have possession of the children on any one weekend beginning at 6:00 p.m. on Friday and ending at 6:00 p.m. on the following Sunday during any one period of possession by JAMES BRIAN AMIGH during his extended summer possession in that year, provided that if a period of possession by JAMES BRIAN AMIGH in that year exceeds thirty (30) days, LAURA ANN AMIGH may have possession of the children under the terms of this provision on any two nonconsecutive weekends during that time period, and provided that LAURA ANN AMIGH picks up the children from JAMES BRIAN AMIGH and returns the children to that same place.

(6) Extended Summer Possession by LAURA ANN AMIGH. If LAURA ANN AMIGH gives JAMES BRIAN AMIGH written notice by May 15 of a year or gives JAMES BRIAN AMIGH thirty (30) days' written notice on or after May 16 of a year, LAURA ANN AMIGH may designate twenty-one (21) days beginning no earlier than the day after the children's school is dismissed for the summer vacation and ending no later than seven days prior to school resuming at the end of the summer vacation in that year, to be exercised in no more than two separate periods of at least seven (7) consecutive days each, during which JAMES BRIAN AMIGH shall not have possession of the children, provided that the period or periods so designated do not interfere with JAMES BRIAN AMIGH's period or periods of extended summer possession or with Father's Day. |

(g) General Terms and Conditions

Except as otherwise explicitly provided in this Standard Possession Order, the terms and conditions of possession of the children that apply irrespective of the distance between the residence of a parent and the children are as follows:

1. Surrender of Children. LAURA ANN AMIGH is ORDERED to surrender the children to JAMES BRIAN AMIGH at the beginning of each period of possession at the residence of LAURA ANN AMIGH.
2. If JAMES BRIAN AMIGH elects to begin a period of possession at the time the children's school is regularly dismissed, LAURA ANN AMIGH is ORDERED to surrender the children to JAMES BRIAN AMIGH at the beginning of each such period of possession at the school in which the children are enrolled.
3. Return or Surrender of Children. JAMES BRIAN AMIGH is ORDERED to surrender the children to LAURA ANN AMIGH at the residence of JAMES BRIAN AMIGH at the end of each period of possession.
4. If JAMES BRIAN AMIGH elects to end a period of possession at the time the children's school resumes, JAMES BRIAN AMIGH is ORDERED to surrender the children to LAURA ANN AMIGH at the end of each period of possession at the school in which the children are enrolled.
5. Personal Effects. Each conservator shall return with the children the personal effects that the children brought at the beginning of the period of possession.
6. Designation of Competent Adult. Either parent may designate any competent adult to pick up and return the children, as applicable; a parent or a designated competent adult shall be present when the children are picked up or returned.
7. Inability To Exercise Possession. Each parent shall give notice to person in possession of the children on each occasion that the conservator will be unable to exercise that conservator's right of possession for any specified period. Repeated failure of a conservator to give notice of an inability to exercise possessory rights may be considered as a factor in a modification of those possessory rights.
8. Written Notice. Written notice shall be deemed to have been timely made if received or postmarked before or at the time that notice is due.
9. Possession Ending At Time School Resumes. If a conservator's time of possession of a child ends at the time school resumes and for any reason the child is not or will not be returned to school, the conservator in possession of the child shall immediately notify the school and the other conservator that the child will not be or has not been returned to school.

This concludes the Standard Possession Order.

The visitation ordered above applies to each child the subject of this suit while that child is under the age of 18 years and not otherwise emancipated.

IT IS ORDERED AND DECREED that in the event LAURA ANN AMIGH and the children reside more than 200 miles from JAMES BRIAN AMIGH, LAURA ANN AMIGH shall pay three-fourths (3/4ths) of the cost of transporting the children for visitation purposes up to twelve (12) visits per year.

CHILD SUPPORT

IT IS ORDERED AND DECREED that JAMES BRIAN AMIGH is obligated to pay and, subject to the provisions for withholding from earnings for child support specified below, shall pay to LAURA ANN AMIGH child support of \$1,100.00 per month, payable \$550.00 on the 1st of each month and \$550.00 on the 15th of each month, commencing with the payment of \$550.00 on the 1st day of December 1997 and the payment of \$550.00 on the 15th day of December, 1997, and continuing with the payment of \$550.00 on the 1st and 15th day of each month thereafter until the first month following the date of the earliest occurrence of one of the events specified below as to each and every child the subject of this suit:

- (1) the oldest child reaches the age of 18 years, provided that, if the child is fully enrolled in an accredited secondary school in a program leading toward a high school diploma, the periodic child support payments shall continue to be due and paid until the end of the school year in which the child graduates;
- (2) the oldest child marries;
- (3) the oldest child dies;

- (4) the oldest child's disabilities are otherwise removed for general purposes;
- (5) the oldest child is otherwise emancipated; or
- (6) further order modifying this child support.

Thereafter, IT IS ORDERED AND DECREED that JAMES BRIAN AMIGH shall pay to LAURA ANN AMIGH child support in the amount of \$880.00 per month, payable on the 1st day of each month until the earliest occurrence of one of the events specified above for the youngest child.

WITHHOLDING FROM EARNINGS

IT IS ORDERED AND DECREED that any employer of JAMES BRIAN AMIGH shall be ordered to withhold from earnings for child support from the disposable earnings of JAMES BRIAN AMIGH for the support of MICHAEL AMIGH and COURTNEY AMIGH. "Earnings" means compensation paid or payable to JAMES BRIAN AMIGH for personal services, whether called wages, salary, compensation earned as independent contractor, overtime pay, severance pay, commission, bonus, or otherwise, and includes periodic payments pursuant to a pension, annuity, workers' compensation, disability and retirement program, and unemployment benefits. "Disposable earnings" is that part of JAMES BRIAN AMIGH'S earnings remaining after deduction of any amounts required by law to be withheld, union dues, nondiscretionary retirement contributions, and medical, hospitalization, and disability insurance coverage for JAMES BRIAN AMIGH and the children. Depending on the regularly scheduled wage

and salary payments established by the employer, the employer shall be ordered to withhold from earnings for child support on the schedule appropriate to the employer's payroll period, as follows: \$1,100.00 monthly, \$550.00 semimonthly, \$507.70 biweekly, or \$253.85 weekly, provided that the amount of income withheld for any pay period shall not exceed 50 percent of JAMES BRIAN AMIGH'S disposable earnings. The first payment is due and payable no later than the first pay period following the date on which the "Employer's Order To Withhold Earnings for Child Support" is served on the employer. The employer shall continue to withhold income as long as JAMES BRIAN AMIGH remains in employment.

IT IS FURTHER ORDERED AND DECREED that all amounts withheld from the disposable earnings of JAMES BRIAN AMIGH by the employer and paid in accordance with the order to that employer shall constitute a credit against the child support obligation. Payment of the full amount of child support ordered paid by this decree through the means of withholding from earnings shall discharge the child support obligation. If the amount withheld from earnings and credited against the child support obligation is less than 100 percent of the amount ordered to be paid by this decree, the balance due remains an obligation of JAMES BRIAN AMIGH, and it is hereby ORDERED AND DECREED that JAMES BRIAN AMIGH pay the balance due directly to the Collin County Child Support Division, P.O. Box 578, McKinney, Texas 75070-0578.

PAYMENT TO LOCAL REGISTRY

IT IS ORDERED AND DECREED that all payments shall be made

through the Collin County Child Support Division, P.O. Box 578, McKinney, Texas 75070-0578, and then remitted by that agency to LAURA ANN AMIGH for the support of the children.

November 1997 Child Support Payment

IT IS ORDERED AND DECREED that JAMES BRIAN AMIGH shall pay LAURA ANN AMIGH the child support payment due for November 1997 in the amount of \$415.00 on or before February 1, 1998.

CHANGE OF EMPLOYMENT

IT IS FURTHER ORDERED AND DECREED that JAMES BRIAN AMIGH shall notify LAURA ANN AMIGH by U.S. certified mail, return receipt requested, of any change of employment and of any termination of employment. This notice shall be given no later than ten (10) days after the change of employment or the termination of employment. This notice or a subsequent notice shall also provide the name and address of JAMES BRIAN AMIGH's current employer.

CLERK'S DUTIES

IT IS ORDERED AND DECREED that, on the request of a prosecuting attorney, the Attorney General, LAURA ANN AMIGH, or JAMES BRIAN AMIGH, the Clerk of this Court shall cause a certified copy of the "Employer's Order To Withhold Earnings for Child Support" to be delivered to any employer. IT IS FURTHER ORDERED AND DECREED that the Clerk of this Court shall attach a copy of Chapter §158, Subchapter C of the Texas Family Code for the information of any employer.

HEALTHCARE

IT IS ORDERED AND DECREED that health insurance shall be

provided for the children as follows:

1. JAMES BRIAN AMIGH's Responsibility. It is the intent and purpose of this decree that JAMES BRIAN AMIGH shall, at all times, provide and pay for health insurance for the children. IT IS THEREFORE ORDERED AND DECREED that, as additional child support, JAMES BRIAN AMIGH shall provide health insurance for the parties' children through (a.) coverage available through JAMES BRIAN AMIGH's employment, (b.) coverage available through LAURA ANN AMIGH's employment, (c.) the purchase and maintenance of health insurance coverage as set out below, or (d.) conversion (at a later date) of health insurance covering the children.

2. Definitions. "Health Insurance" means insurance coverage that provides basic health care services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services and may be provided through a health maintenance organization or other private or public organization.

"Through employment" means through the party's employment or membership in a union, trade association, or other organization.

3. JAMES BRIAN AMIGH To Purchase Insurance. I T I S ORDERED AND DECREED that JAMES BRIAN AMIGH shall purchase and maintain, at JAMES BRIAN AMIGH's sole cost and expense, health insurance coverage for the children no later than ten (10) days following the Court's signing of this decree. JAMES BRIAN AMIGH is ORDERED AND DECREED to provide verification of the purchase of the insurance to LAURA ANN AMIGH at LAURA ANN AMIGH's last known address, including the insurance certificate number and the plan

summary, no later than fifteen (15) days following the Court's signing of this decree and to provide verification of the maintenance of the coverage within 15 (fifteen) days of a written request from LAURA ANN AMIGH.

4. Insurance Through JAMES BRIAN AMIGH's Employment. IT IS ORDERED AND DECREED that, if health insurance is available for the children through JAMES BRIAN AMIGH's employment, JAMES BRIAN AMIGH shall, at JAMES BRIAN AMIGH's sole cost and expense, keep and maintain at all times in full force and effect the health insurance coverage that now insures the parties' children through JAMES BRIAN AMIGH's employer, or through such health insurance plan as is available through other employment or other insurance provider.

5. Insurance Through LAURA ANN AMIGH's Employment. If health insurance is not available for the children to JAMES BRIAN AMIGH through JAMES BRIAN AMIGH's employment but is available to LAURA ANN AMIGH through LAURA ANN AMIGH's employment, LAURA ANN AMIGH is ORDERED AND DECREED to have the children covered as dependents on LAURA ANN AMIGH's health insurance plan and JAMES BRIAN AMIGH is ORDERED AND DECREED to pay to LAURA ANN AMIGH at LAURA ANN AMIGH's last known address the cost of insuring the children on LAURA ANN AMIGH's health insurance plan on the first day of each month after JAMES BRIAN AMIGH receives written demand from LAURA ANN AMIGH for payment.

6. Conversion of Policy. IT IS FURTHER ORDERED AND DECREED that if the party through whose employment health insurance has been provided for the children is leaving that employment or

for any other reason health insurance will not be available for the children through the employment of either party, the party leaving employment or losing coverage shall, within ten days of termination of his or her employment or coverage, convert the policy to individual coverage for the children in an amount equal to or exceeding the coverage at the time his or her employment or coverage is terminated. Further, if that health insurance was available through LAURA ANN AMIGH's employment, JAMES BRIAN AMIGH shall reimburse LAURA ANN AMIGH for the cost of the converted policy in accordance with paragraph 5 above.

7. If Policy Not Convertible. If the health insurance policy covering the children is not convertible and if no health insurance is available for the children through the employment of either party, IT IS ORDERED AND DECREED that JAMES BRIAN AMIGH shall purchase and maintain, at JAMES BRIAN AMIGH's sole cost and expense, health insurance coverage for the children. JAMES BRIAN AMIGH is ORDERED AND DECREED to provide verification of the purchase of the insurance to LAURA ANN AMIGH at LAURA ANN AMIGH's last known address, including the insurance certificate number and the plan summary, no later than fifteen (15) days following the issuance of the policy.

8. Copy of Policy. IT IS FURTHER ORDERED AND DECREED that within fifteen (15) days after this Decree of Divorce is signed by the Court, the party carrying the health insurance policy covering the children shall furnish to the other party a true and correct copy of the health insurance policy or certificate and a

schedule of benefits covering the children. IT IS ORDERED AND DECREED that the party carrying the policy shall furnish to the other party a true and correct copy of any renewals or changes (including conversions) of the insurance policy within fifteen (15) days after the issuance of the renewal or change.

9. Claim Forms. The party who is not carrying the health insurance policy covering the children is ORDERED AND DECREED to submit to the party carrying the policy any and all forms, receipts, bills, and statements reflecting the medical or health care expenses the party not carrying the policy incurs on behalf of the children within ten (10) days of receiving them.

The party who is carrying the health insurance policy covering the children is ORDERED AND DECREED to submit all forms required by the insurance company for payment or reimbursement of medical or health care expenses incurred by either party on behalf of the children to the insurance carrier within ten (10) days of that party's receiving any form, receipt, bill, or statement reflecting the expenses.

10. Constructive Trust for Payments Received. I T I S ORDERED AND DECREED that any insurance payments received by the party carrying the health insurance policy covering the children from the health insurance carrier as reimbursement for health care expenses incurred by or on behalf of the children shall belong to the party who incurred and paid for those expenses. IT IS FURTHER ORDERED AND DECREED that the party carrying the policy is designated a constructive trustee to receive any insurance checks

or payments for expenses incurred and paid by the other party, and the party carrying the policy shall endorse and forward the checks or payments, along with any explanation of benefits, to the other party within three (3) days of receiving them.

11. Secondary Coverage. IT IS FURTHER ORDERED AND DECREED that nothing in this decree shall prevent either party from providing secondary health insurance coverage for the children at that party's sole cost and expense. IT IS FURTHER ORDERED AND DECREED that if a party provides secondary health insurance coverage for the children, both parties shall cooperate fully with regard to the handling and filing of claims with the insurance carrier providing the coverage in order to maximize the benefits available to the children and to ensure that the party who pays for the health care expenses for the children is reimbursed for payment.

IT IS FURTHER ORDERED AND DECREED that if a party provides secondary health insurance coverage for the children, that party shall furnish to the other party a true and correct copy of the policy and a schedule of benefits within fifteen (15) days after the policy becomes effective.

12. Uninsured Expenses. IT IS ORDERED AND DECREED that JAMES BRIAN AMIGH and LAURA ANN AMIGH shall each pay 50% (fifty percent) of all uninsured health care expenses incurred in behalf of the child. Uninsured health care expenses are those expenses not paid by insurance and which are incurred by or on behalf of the parties' children, including, without limitation, the yearly

deductible and medical, prescription drug, psychiatric, psychological, dental, eye care, ophthalmological, and orthodontic charges, for as long as child support is payable under the terms of this decree.

13. Payment of Uninsured Expenses. IT IS FURTHER ORDERED AND DECREED that the party who paid for a health care expense on behalf of the children shall submit to the other party any and all forms, receipts, bills, and statements reflecting the uninsured portion of the medical or health care expenses the paying party incurs on behalf of the children within ten (10) days after he or she receives them. IT IS ORDERED AND DECREED that, within ten (10) days after the nonpaying party receives the forms, receipts, bills, or statements, that party shall pay his or her share of the uninsured portion of the medical or health care expenses either by paying the health care provider directly or by reimbursing the paying party for any advance payment over and above the paying party's share of the expenses.

14. Exclusions. The foregoing provision shall not be interpreted to include expenses for psychological testing, travel to and from the health care provider, or nonprescription medication.

15. Reasonableness of Charges. IT IS ORDERED AND DECREED that reasonableness of the charges for medical expenses shall be presumed on presentation of the bill to a party and that disallowance of the bill by a health insurer shall not excuse that party's obligation to make payment or reimbursement as otherwise

provided herein.

16. Information Required. JAMES BRIAN AMIGH is ORDERED AND DECREED to furnish to LAURA ANN AMIGH the following information not later than the thirtieth (30th) day after the date of the notice of the rendition of this decree is received:

- (a.) JAMES BRIAN AMIGH's Social Security number;
- (b.) the name and address of JAMES BRIAN AMIGH's employer;
- (c.) whether the employer is self-insured or has health insurance available; and,
- (d.) the name of the health insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, a health insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim.

Additionally, IT IS ORDERED AND DECREED that JAMES BRIAN AMIGH shall provide to LAURA ANN AMIGH any additional information regarding health insurance coverage that becomes available to JAMES BRIAN AMIGH. IT IS ORDERED AND DECREED that the information shall be provided no later than the fifteenth (15th) day after the date the information is received.

17. Order to Employer Entered. On this date an "Employer's Order To Withhold From Earnings for Child Support" and a "Qualified Medical Child Support Order" were entered by the Court.

18. Notice of Termination or Lapse of Insurance. If the health insurance coverage for the children lapses or terminates,

JAMES BRIAN AMIGH is ORDERED AND DECREED to notify LAURA ANN AMIGH not later than the fifteenth (15th) day after the date of termination or lapse. If additional health insurance is available or becomes available to JAMES BRIAN AMIGH for the children, JAMES BRIAN AMIGH must notify LAURA ANN AMIGH not later than the fifteenth (15th) day after the date the insurance becomes available. JAMES BRIAN AMIGH must enroll the children in a health insurance plan at the next available enrollment period.

19. Place of Transmittal. IT IS ORDERED AND DECREED that all bills, invoices, statements, claims, explanations of benefits, insurance policies, medical insurance identification cards, other documents, and written notices, as well as payments, required to be transmitted by one party to the other under the health care coverage and health insurance provisions of this decree shall be transmitted by the sending party to the residence of the receiving party.

20. WARNING. ANY OBLIGOR WHO FAILS TO PROVIDE HEALTH INSURANCE AS ORDERED IS LIABLE FOR ANY NECESSARY MEDICAL EXPENSES OF THE CHILDREN, WITHOUT REGARD TO WHETHER THE EXPENSES WOULD HAVE BEEN PAID BY HEALTH INSURANCE HAD IT BEEN PROVIDED.

NO CREDIT FOR INFORMAL PAYMENTS

IT IS FURTHER ORDERED AND DECREED that the child support as prescribed in this decree shall be exclusively discharged in the manner ordered and that any direct payments made by JAMES BRIAN AMIGH or any expenditures incurred by JAMES BRIAN AMIGH during JAMES BRIAN AMIGH's periods of possession of or access to the

child, as prescribed in this decree, for food, clothing, gifts, travel, shelter, or entertainment, are deemed in addition to and not in lieu of the support ordered in this decree.

MEDICAL NOTIFICATION

Each party is ORDERED AND DECREED to inform the other party within twenty-four (24) hours of any medical condition of the parties' children requiring surgical intervention and/or hospitalization.

OMNIBUS CHILD SUPPORT PROVISIONS

For purposes of compliance with §105.006 of the Texas Family Code, the Court finds that each of the parties' current residence address, mailing address, home telephone number, name of employer, address of employer, work telephone number, social security number, and driver's license number is as follows:

PETITIONER:	LAURA ANN AMIGH
Current residence address:	6905 Hickory Creek Plano, Texas 75023
Mailing address:	Same
Home telephone number:	972/517-8302
Driver's License Number:	TDL 14324508
Social Security Number:	267-73-4614
Name of Employer:	Plano ISD
Address of employer:	2700 West 15th Plano, Texas 75075
Work telephone number:	972/519-8824

RESPONDENT:	JAMES BRIAN AMIGH
Current residence address:	
Mailing address:	
Home telephone number:	
Driver's License Number:	TDL 10449806
Social Security Number:	180-58-9068
Name of Employer:	
Address of employer:	

Work telephone number:

WARNINGS TO PARTIES:

FAILURE TO OBEY A COURT ORDER FOR CHILD SUPPORT OR FOR POSSESSION OF OR ACCESS TO A CHILD MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

FAILURE OF A PARTY TO MAKE A CHILD SUPPORT PAYMENT TO THE PLACE AND IN THE MANNER REQUIRED BY A COURT ORDER MAY RESULT IN THE PARTY NOT RECEIVING CREDIT FOR MAKING THE PAYMENT.

FAILURE OF A PARTY TO PAY CHILD SUPPORT DOES NOT JUSTIFY DENYING THAT PARTY COURT-ORDERED POSSESSION OF OR ACCESS TO A CHILD. REFUSAL BY A PARTY TO ALLOW POSSESSION OF OR ACCESS TO A CHILD DOES NOT JUSTIFY FAILURE TO PAY COURT-ORDERED CHILD SUPPORT TO THAT PARTY.

EACH PERSON WHO IS A PARTY TO THIS ORDER IS ORDERED TO NOTIFY EACH OTHER PARTY WITHIN TEN (10) DAYS AFTER THE DATE OF ANY CHANGE IN THE PARTY'S CURRENT RESIDENCE ADDRESS, MAILING ADDRESS, HOME TELEPHONE NUMBER, NAME OF EMPLOYER, ADDRESS OF EMPLOYMENT, AND WORK TELEPHONE NUMBER. THE PARTY IS ORDERED TO GIVE NOTICE OF AN INTENDED CHANGE IN ANY OF THE REQUIRED INFORMATION TO EACH OTHER PARTY ON OR BEFORE THE SIXTIETH (60TH) DAY BEFORE THE INTENDED CHANGE. IF THE PARTY DOES NOT KNOW OR COULD NOT HAVE KNOWN OF THE CHANGE IN SUFFICIENT TIME TO PROVIDE SIXTY (60) DAY NOTICE, THE PARTY IS ORDERED TO GIVE NOTICE OF THE CHANGE ON OR BEFORE THE FIFTH (5TH) DAY AFTER THE DATE THAT THE PARTY KNOWS OF THE CHANGE.

THE DUTY TO FURNISH THIS INFORMATION TO EACH OTHER PARTY CONTINUES AS LONG AS ANY PERSON, BY VIRTUE OF THIS ORDER, IS UNDER AN OBLIGATION TO PAY CHILD SUPPORT OR ENTITLED TO POSSESSION OF OR ACCESS TO A CHILD.

FAILURE BY A PARTY TO OBEY THE ORDER OF THIS COURT TO PROVIDE EACH OTHER PARTY WITH THE CHANGE IN THE REQUIRED INFORMATION MAY RESULT IN FURTHER LITIGATION TO ENFORCE THE ORDER, INCLUDING CONTEMPT OF COURT. A FINDING OF CONTEMPT MAY BE PUNISHED BY CONFINEMENT IN JAIL FOR UP TO SIX MONTHS, A FINE OF UP TO \$500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

DIVISION OF MARITAL ESTATE

The Court finds that the following is a just and right division of the parties' marital estate, having due regard for the rights of each party and the children of the marriage.

IT IS ORDERED AND DECREED that the estate of the parties is divided as follows:

Petitioner is awarded the following as Petitioner's sole and separate property, and Respondent is divested of all right, title, interest, and claim in and to such property:

1. All furniture, furnishings, fixtures, goods, appliances, and equipment in Petitioner's possession or subject to Petitioner's control, SAVE AND EXCEPT those items belonging to the business known as CAD Concepts, the secretary's desk, 1 refrigerator, personal clothing and effects, and sports memorabilia awarded to Respondent herein.

2. All clothing, jewelry, and other personal effects in the possession of or subject to the sole control of Petitioner.

3. Any and all sums of cash in the possession of or subject to the sole control of Petitioner, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in Petitioner's sole name or from which Petitioner has the sole right to withdraw funds or which are subject to Petitioner's sole control.

4. Any and all sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, pension plan, employee stock option plan, employee savings plan, accrued unpaid bonuses, or other benefit program existing by reason of Petitioner's past, present, or future employment.

5. Any and all insurance pensions, retirement benefits, and other benefits arising out of Petitioner's membership in any union.

6. Any and all policies of life insurance insuring the life of Petitioner.

7. Any and all stocks, bonds, and securities registered in the name of Petitioner, together with all dividends, splits, and other rights and privileges in connection therewith.

8. The 1994 Ford Tempo motor vehicle, vehicle identification number 2FAPP36X7RB121481, together with all prepaid insurance, keys, and title documents.

9. The sum of \$2,500.00 from Respondent, due and payable on or before January 31, 1998.

Respondent is awarded the following as Respondent's sole and separate property, and Petitioner is hereby divested of all right, title, interest, and claim in and to such property:

1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, warranties and service contracts, and title and closing documents:

LOT 10, BLOCK 6, OF CREEK TRAILS, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS, ACCORDING TO THE MAP RECORDS OF COLLIN COUNTY, TEXAS.
More commonly known as 6905 Hickory Creek, Plano, Texas 75023.

2. All furniture, furnishings, fixtures, goods, appliances, and equipment belonging to the business known as CAD Concepts, including but not limited to, any such items which may be in Petitioner's possession, and the secretary's desk, 1 refrigerator, personal clothing and effects, and sports memorabilia.

3. All clothing, jewelry, and other personal effects in the possession of or subject to the sole control of Respondent.

4. Any and all sums of cash in the possession of or subject to the sole control of Respondent, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in Respondent's sole name or from which Respondent has the sole right to withdraw funds or which are subject to Respondent's sole control.

5. Any and all sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, pension plan, employee stock option plan, employee savings plan, accrued unpaid bonuses, or other benefit program existing by reason of Respondent's past, present, or future employment.

6. Any and all insurance pensions, retirement benefits, and other benefits arising out of Respondent's membership in any union.

7. Any and all policies of life insurance insuring the life of Respondent.

8. Any and all stocks, bonds, and securities registered in the name of Respondent, together with all dividends, splits, and

other rights and privileges in connection therewith.

9. The 1989 Ford F150 motor vehicle, vehicle identification number 1FDF15N2KNB34508, together with all prepaid insurance, keys, and title documents, subject to any indebtedness thereon.

10. The business known as CAD Concepts, including, but not limited to, all furniture, fixtures, machinery, equipment, inventory, cash, accounts, goods, and supplies; all personal property used in connection with the operation of such business; and any and all rights and privileges, past, present, or future, arising out of or in connection with the operation of such business.

Order to Vacate

IT IS ORDERED AND DECREED that LAURA ANN AMIGH shall vacate the parties' home located at 6905 Hickory Creek, Plano, Texas, on or before January 1, 1998.

Injunction

IT IS ORDERED AND DECREED that JAMES BRIAN AMIGH is enjoined from entering the premises at 6905 Hickory Creek, Plano, Texas, until January 1, 1998.

IT IS ORDERED AND DECREED that Petitioner shall pay, as a part of the division of the estate of the parties, the following debts and obligations and shall indemnify and hold Respondent and Respondent's property harmless from any failure to so discharge these debts and obligations:

1. The balance due, including principal, interest, and all other charges, on that certain promissory note payable to Ford Motor Credit, and given as part of the purchase price of and secured by a lien on the 1994 Ford Tempo motor vehicle awarded to Petitioner.

2. Any and all debts, charges, liabilities, and other obligations incurred solely by Petitioner from and after November 2, 1996, unless express provision is made in this decree to the contrary.

4. All encumbrances, ad valorem taxes, liens, assessments,

indebtedness, or other charges due or to become due on the real and personal property awarded to Petitioner in this decree unless express provision is made herein to the contrary.

5. Any and all credit card accounts solely in Petitioner's name.

IT IS ORDERED AND DECREED that Respondent shall pay, as a part of the division of the estate of the parties, the following debts and obligations and shall indemnify and hold Petitioner and Petitioner's property harmless from any failure to so discharge these debts and obligations:

1. The balance due, including principal, interest, tax, and insurance escrow, on that certain promissory note executed by LAURA ANN AMIGH and JAMES BRIAN AMIGH, in the original principal sum of \$85,300.00, and secured by deed of trust on the real property herein awarded to Respondent and recorded in the land records of Collin County, Texas.

3. Any and all debts, charges, liabilities, and other obligations incurred solely by Respondent from and after November 2, 1996, unless express provision is made in this decree to the contrary.

4. All encumbrances, ad valorem taxes, liens, assessments, indebtedness, or other charges due or to become due on the real and personal property awarded to Respondent in this decree unless express provision is made herein to the contrary.

5. Any and all debts, charges, liabilities, and other obligations associated with the business known as CAD Concepts.

6. Any and all credit card accounts solely in Respondent's name.

ATTORNEY'S FEES

IT IS ORDERED AND DECREED that LAURA ANN AMIGH shall be responsible for the payment of her attorney's fees incurred as a result of legal representation in this cause.

IT IS ORDERED AND DECREED that JAMES BRIAN AMIGH shall be responsible for the payment of his attorney's fees incurred as a

result of legal representation in this cause.

EXECUTION OF DOCUMENTS

IT IS FURTHER ORDERED AND DECREED that Petitioner and Respondent shall execute all instruments necessary to effect this Decree.

COURT COSTS

Costs of court are to be borne by the party by whom such costs were incurred.

CLARIFYING ORDERS

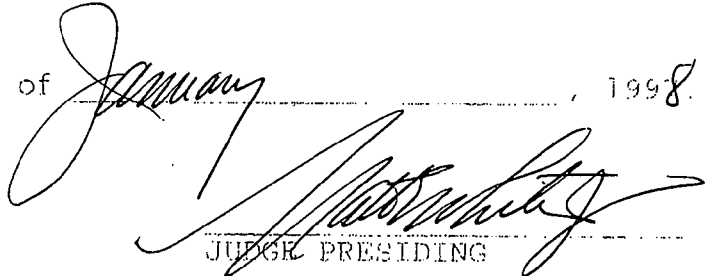
Without affecting the finality of this Decree of Divorce, this Court expressly reserves the right to make orders necessary to clarify and enforce this decree.

RELIEF NOT GRANTED


IT IS ORDERED AND DECREED that all relief requested in this cause and not expressly granted is denied.

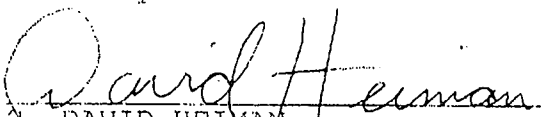
DATE OF JUDGMENT

SIGNED on 27th-day of January, 1998.


JUDGE PRESIDING

APPROVED AS TO FORM ONLY:


HOWARD SHAPIRO,
Attorney for Petitioner


G DAVID HEIMAN,
Attorney for Respondent

FILED

OCT 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

STATE OF TEXAS)
COUNTY OF COLLIN)
I, Hannah Kunkle, District Clerk in and for Collin County Texas, do
hereby certify that the above and foregoing is a true and correct copy
of the original document as the same appears on the file in the
District Court, Collin County, Texas. Witness my hand and seal of
said Court, this 24th day of Sept, A.D., 20 08
HANNAH KUNKLE, DISTRICT CLERK
COLLIN COUNTY TEXAS
Tom English DEPUTY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Laura Ann Amigh

Vs.

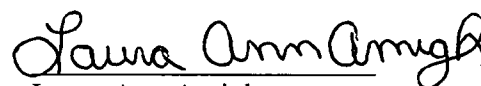
Case No.
2008-01926-CD

James Brian Amigh

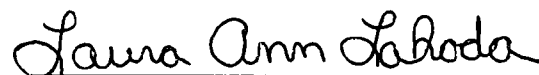
NOTICE TO RESUME PRIOR SURNAME

Notice is hereby given that the Plaintiff in the above matter, after the entry of a Final Decree in Divorce dated January 27, 1998, hereby elects to resume the prior surname of Laura Ann Lahoda, and gives this written notice avowing her intention pursuant to the provisions of 54 P.S. § 704.

Date: Thursday, October 09, 2008


Laura Ann Amigh


TO BE KNOWN AS:


Laura Ann Lahoda

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

On the 9th day of October, 2008, before me, the Prothonotary or a Notary Public, personally appeared the above affiant known to me to be the person whose name is subscribed to the within document and acknowledged that he/she executed the foregoing for the purpose therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.


Prothonotary or Notary Public

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012:55:51 10.00
OCT 09 2008
William A. Shaw
Prothonotary/Clerk of Courts
11 Certificates
to Piff

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

FILED

OCT 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

[Handwritten signature]

WILLIAM A. SHAW
Prothonotary/Clerk of Courts
1000 Market Street, 10th Floor
Philadelphia, PA 19107
Tel: 215-567-8900
Fax: 215-567-8901

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

Laura Ann Amigh
Plaintiff

Vs.

Case No. 2008-01926-CD

James Brian Amigh
Defendant

CERTIFICATE OF ELECTION TO RETAKE PRIOR NAME

Notice is hereby given that a final Decree in divorce from the bonds of matrimony has been granted in the above captioned matter on January 27, 1998, and that Laura Ann Amigh hereby elects to retake and hereafter use her prior name of Laura Ann Lahoda, and gives this written notice avowing her intention with the provisions of 54 Pa.C.S.A. Section 704.

s/ Laura Ann Amigh
Laura Ann Amigh

TO BE KNOWN AS:

s/ Laura Ann Lahoda
Laura Ann Lahoda

Certified from the record
Thursday, October 09, 2008

William A. Shaw
William A. Shaw, Prothonotary