

JONATHAN K. GOSSELIN,
PLAINTIFF

: IN THE COURT OF COMMON PLEAS OF
: BERKS COUNTY, PENNSYLVANIA
: CIVIL ACTION - LAW
: CHILD CUSTODY
: No.
: Assigned to Judge:
: Assigned Master:

vs.

KATIE I. GOSSELIN,
DEFENDANT

You have been sued in Court to obtain custody, partial custody or visitation of the minor child/children named in the attached Complaint/Petition. If you fail to appear as provided by this Order, an order for custody, partial physical custody or visitation may be entered against you or the court may issue a warrant for your arrest.

SCHEDULING ORDER

- 1. BOTH PARTIES LISTED ABOVE SHALL ATTEND AND COMPLETE THE "CHILDREN IN THE MIDDLE" PROGRAM, UNLESS OTHERWISE INDICATED BELOW. YOU SHALL CONTACT FAMILY GUIDANCE WITHIN THREE (3) DAYS OF RECEIVING THIS NOTICE TO SCHEDULE A TIME SLOT FOR COMPLETION OF THE PROGRAM (see contact information below). IF YOU FAIL TO COMPLY WITH THIS PROVISION OF THE ORDER, CONTEMPT CHARGES SHALL BE FILED AGAINST YOU WITH THE COURT.**

Plaintiff – JONATHAN K. GOSSELIN

Defendant - KATIE I. GOSSELIN

**ALL CHILDREN IN THE MIDDLE PROGRAMS ARE HELD AT:
The Family Guidance Center
1235 Penn Avenue, Suites 205-206,
Wyomissing, PA 19610
Phone: 610-374-4963**

This Parenting Class is a presentation required for all parties participating in a Custody action. Each parent or party attends the Parenting Class separately. You must each pay the required fee directly to the Family Guidance Center. At the time of registration, you will be required to pay for the course.
NOTE: ALL PARTIES ARE REQUIRED TO ATTEND THE PROGRAM WHETHER OR NOT AN AGREEMENT IS SUBMITTED.

- 2. BOTH PARTIES LISTED ABOVE SHALL ALSO ATTEND A MEDIATION ORIENTATION SESSION ON:**

**Berks County Courthouse, 1st Floor, Hearing Room ____,
633 Court Street, Reading, PA 19601**

Time Plaintiff shall appear:

Time Defendant shall appear:

A Mediator is an independent professional trained to assist you in reaching an agreement about Custody. The parties shall each pay a fee of \$85 to the Prothonotary's Office prior to attending the scheduled Mediation Orientation session. Cash payments can paid directly at the Prothonotary's Office or Money Order and/or Cashier's checks can be made payable and mailed to Prothonotary of Berks County, 633 Court Street, Reading, PA 19601. Please mark on your payment whether you are the Plaintiff or Defendant, along with your case number to ensure proper credit.

IF THERE IS ANY CONFLICT WITH THE DATE YOUR MEDIATION ORIENTATION SESSION HAS BEEN SCHEDULED, YOU MUST CONTACT THE MEDIATION COORDINATOR'S OFFICE AT (610) 478-6208 ext. 5772 WITHIN THREE (3) BUSINESS DAYS OF RECEIVING THESE PAPERS.

IF THE PARTIES REACH A CUSTODY AGREEMENT AT MEDIATION, AND THEY WANT THE AGREEMENT TO BE MADE AN ORDER OF COURT, THEY SHOULD SUBMIT THE AGREEMENT TO THEIR ATTORNEYS. IF THEY DO NOT HAVE ATTORNEYS, THEY MAY CONTACT THE BERKS COUNTY BAR ASSOCIATION FOR ASSISTANCE, OR SUBMIT THE SIGNED AGREEMENT OF UNDERSTANDING TO THE FAMILY COURT CUSTODY OFFICE AT THE ADDRESS LISTED BELOW. FAMILY COURT WILL CANCEL THE MEDIATION ORIENTATION AND REFUND THE MEDIATION FEES ONLY IF IT RECEIVES THE SIGNED CUSTODY AGREEMENT AT LEAST TWO (2) BUSINESS DAYS BEFORE THE SCHEDULED MEDIATION ORIENTATION.

IF YOU DO NOT REACH AN AGREEMENT FOR CUSTODY AT THE MEDIATION, YOU MUST ATTEND THE CUSTODY CONCILIATION CONFERENCE AS SCHEDULED:

3. YOUR CASE HAS BEEN SCHEDULED FOR CUSTODY CONCILIATION ON

LOCATED AT: Family Court Custody Office
Berks County Services Center, 7th Floor
633 Court Street, Reading, PA 19601, Phone: 610-478-6208 ext. 5770

Custody Conciliation is held before a Custody Master, who will enter a Recommended Order at the close of the Conciliation Conference. The recommendation may also include proposed sanctions if any of the aforesaid fees are not paid by the parties.

YOUR CUSTODY CONCILIATION CONFERENCE WILL NOT BE CANCELLED UNLESS FAMILY COURT RECEIVES A SIGNED CUSTODY AGREEMENT AT LEAST TWO (2) BUSINESS DAYS BEFORE THE SCHEDULED CONCILIATION CONFERENCE.

**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.**

LAWYER'S REFERRAL SERVICE OF BERKS COUNTY BAR ASSOCIATION
544 Court Street
Reading, Pennsylvania 19601
(610) 375-4591

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Berks County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court.
YOU MUST ATTEND THE SCHEDULED CONFERENCE OR HEARING.

BY THE COURT:

DATE: _____

_____ **J.**

Anthony F. List, Esquire
ID No. 08963
113 North Olive Street
Media, PA 19063
610-565-6760

IN THE COURT OF COMMON PLEAS OF BERKS COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
FAMILY COURT DIVISION

JONATHAN K. GOSSELIN

Plaintiff,

v.

KATIE I. GOSSELIN

Defendant.

CIVIL CASE NO.

IN CUSTODY

COMPLAINT IN CUSTODY AND FOR CHILD SUPPORT

Plaintiff, Jonathan K. Gosselin, by and through his attorney, Anthony F. List, Esquire, hereby files this Complaint in Custody and asks this Honorable Court grant the same and in support thereof avers the following:

1. Plaintiff, Jonathan K. Gosselin, age 33, born April 1, 1977, is the biological father of eight minor children from a previous marriage with Defendant.

2. Defendant, Katie I. Gosselin, age 35, born March 28, 1975, is the biological mother of eight minor children from a previous marriage with Plaintiff.

3. Said minor children are: Cara Nicole Gosselin, Madelyn Kate Gosselin, born October 8, 2000, and Aaden Jonathan Gosselin, Collin Thomas Gosselin, Joel Kevin Gosselin, Hannah Joy Gosselin, Leah Hope Gosselin and Alexis Faith Gosselin, born May 10, 2004. (hereafter "the Children").

4. Plaintiff and Defendant were married on June 12, 1999.

5. On June 22, 2009, Defendant filed a Complaint in Divorce in the Court of

Common Pleas of Montgomery County, Pennsylvania.

6. The Parties agreed to the appointment of an Arbitrator (“the Arbitrator”) for the purpose of addressing certain rights arising from the dissolution of their marriage. The Arbitration (“the Arbitration”) was finalized and entered on December 10, 2009. The Arbitrator set forth, *inter alia*, terms of custody and child support.

COUNT 1 – CUSTODY

7. Plaintiff hereby incorporates paragraphs one through six of the Complaint as if the same were set forth herein at length.

8. The current custody arrangement was set forth in a prior agreement and affirmed by the Arbitrator. The custody arrangement states that the Children remain at the former marital residence (“the Residence”), awarded to Defendant through Arbitration and occupied primarily by Defendant, with each party exercising their custody rights at said residence during his or her custody period. (Attached as “Exhibit 1”)

9. As part of the Arbitration findings, Plaintiff was given the right of occupancy of the Residence during periods of his physical custody of the minor children. (See “Exhibit 1”)

10. In accordance with the terms of the Arbitrator’s findings, when Defendant is not residing at the Residence, Plaintiff is permitted to occupy said Residence. In the alternative, when Defendant is residing at the Residence, Plaintiff is permitted to reside at the guest house, located on the property. (Id. p.8)

11. The Arbitrator set forth that the aforementioned custody schedule shall be set solely at the discretion of Defendant, and her mandates with regard to custody are provided to Plaintiff on a weekly basis.

12. The Defendant abuses the discretionary authority regarding custody scheduling as provided for by the Arbitration.

COUNT II – CHILD SUPPORT

13. Plaintiff hereby incorporates paragraphs one through twelve of the Complaint as if the same were set forth herein at length.

14. Included in the Arbitration entered into by the Parties was the issue of monthly child support payments to be made to Defendant by Plaintiff.

15. The Arbitrator's calculation of child support failed to take into consideration the numerous factors provided for by the law in Pennsylvania. For example, Defendant never provided documentation for any of her claims pertaining to expenses for the children.

16. Defendant received certain payments from TLC television network through a contractual agreement. Said agreement was contingent upon Plaintiff not rendering services to any person, company or entity other than TLC through the term of the contract.

WHEREFORE, Plaintiff prays this Honorable Court:

- 1) Enter an order providing for a fair custody schedule that, among other issues, provides that Plaintiff be primary custodial parent.
- 2) Set an appropriate custody schedule that is in the best interests of the Children.
- 3) Review the issue of child support *de novo*, requiring that each party provide the appropriate documentation supporting his or her claim for income and expenses.
- 4) Enter a fair support order that is consistent with the law in Pennsylvania and Pennsylvania support guidelines if considered applicable.
- 5) Grant what other relief this Honorable Court deems appropriate.

Respectfully Submitted,

ANTHONY F. LIST



CERTIFICATE OF SERVICE

I, Anthony F. List, Esquire, counsel for the Plaintiff hereby certify that the foregoing Complaint in Custody has been served upon the following persons as indicated below:

Cheryl L. Young, Esquire
2 West Lafayette Street
Norristown, PA 19401
(Via fax and first class mail)

Berks County Prothonotary
Courthouse, 2nd Floor
633 Court Street
Reading, PA 19601
(Via hand delivery)

Dated: _____

ANTHONY F. LIST, ESQUIRE
Attorney for Defendant

Radadar
online.com