

RECEIVED  
FEB 14 2009

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA  
EMERGENCY FAMILY COURT COVER SHEET

Every Emergency Petition is sent directly to the Judge assigned to the case, by the Court Administrator's Office, after service has been made. THE JUDGE WILL DECIDE WHETHER THIS IS AN EMERGENCY OR WHETHER THE MATTER WILL BE HEARD IN DUE COURSE. If the Judge deems the matter is an emergency, a conference, hearing or argument will be scheduled. To expedite this process, please complete all requested information, including telephone numbers of all parties named in the captions or their attorney's names and phone numbers.

SERVICE: The party initiating the Emergency Petition must (1) serve the other side with a TIME STAMPED copy before the petition will go to the Judge, (2) fax a copy of the Certificate of Service to: Family Court, Court Administration, (610) 292-2027, and (3) mail the original Certificate of Service to the Prothonotary.

CASE NUMBER: 2009-19084

KATIE I. GOSSELIN

Cheryl L. Young, Esquire JD: 43610

Attorney for Plaintiff OR Pro se Party

Phone Number(s)

VS.

JONATHAN K. GOSSELIN

Charles J. Meyer, Esquire JD: 58484

Attorney for Defendant OR Pro se Party

Phone Number(s)

THE FILING PARTY HEREBY CERTIFIES THAT HE/SHE HAS MADE A GOOD FAITH EFFORT TO RESOLVE THIS MATTER PRIOR TO THE FILING OF THE ATTACHED EMERGENCY PETITION.  
NOTE - COURT ADMINISTRATION WILL NOT PROCESS THIS PETITION UNLESS THIS BOX IS CHECKED.

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

- Designated Judge \_\_\_\_\_ has deemed this petition:
  - is an emergency, and has scheduled a conference/hearing/argument for \_\_\_\_\_
  - is an emergency, and orders \_\_\_\_\_
  - is not an emergency, and Court Administration is directed to schedule this in due course.
  - is to be scheduled for an expedited Custody Conciliation Conference.
  - other: \_\_\_\_\_

BY THE COURT:

J.

2009-19084

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

KATIE I. GOSSELIN

VS.

NO. 2009-19084

JONATHAN K. GOSSELIN

**COVER SHEET OF MOVING PARTY**

Date of Filing 10/5/09 Moving Party Plaintiff/Katie I. Gosselin

Counsel for Moving Party Cheryl L. Young, Esquire I.D. No. 43610

Document Filed (Specify) Emergency Petition for Contempt, Special Relief and Counsel Fees

Matter is (Check One)  (Appealable)  (Interlocutory)

Oral Argument  (Yes)  (No)

**CERTIFICATIONS - Check ONLY if appropriate:**

Counsel certify that they have conferred in a good faith effort to resolve the subject discovery dispute. (Required by Local Rule 208.2(e) on motions relating to discovery.)

Counsel for moving party certifies that the subject civil motion is uncontested by all parties involved in the case. (If checked, skip Rule to Show Cause section below.)

By: \_\_\_\_\_  
Counsel for Moving Party

**RULE TO SHOW CAUSE - Check ONE of the Choices Listed Below:**

Respondent is Directed to Show Cause, in the Form of a Written Response, Why the Attached Motion Should Not be Granted. Rule Returnable the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at 1:00 p.m. in Court Administration 2<sup>nd</sup> Flr.

Respondent is Directed to Show Cause, in the Form of a Written Response, Why the Attached Family Court Discovery Motion Should Not be Granted. Rule Returnable and Argument the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at 321 Swede Street, Norristown, Pa.

Respondent is Directed to File a Written Response in Conformity with the Pennsylvania Rules of Civil Procedure.

Rule Returnable at time of trial.

By: \_\_\_\_\_  
Court Administrator

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA  
FAMILY COURT COVER SHEET

NO. 2009-19084

KATIE I. GOSELIN,  
Plaintiff

Cheryl L. Young, Esquire ID: 43610  
Attorney for Plaintiff OR Pro se Party

VS.

JONATHAN K. GOSELIN,  
Defendant

[Redacted]  
Phone Number(s)

Charles J. Meyer, Esquire ID: 58484  
Attorney for Defendant OR Pro se Party

[Redacted]  
Phone Number(s)

AVERMENT OF CONSOLIDATION

On the spaces below, please provide the docket number of all other companion cases associated with this case (including any closed files involving the same party-litigants) that related to:

- 1. Divorce/Annulment 2009-19084
- 2. Support PACSES No. \_\_\_\_\_
- 3. Equitable Distribution \_\_\_\_\_
- 4. Paternity \_\_\_\_\_
- 5. Custody/Visitation \_\_\_\_\_
- 6. Special Relief \_\_\_\_\_
- 7. Outstanding Temporary/Final Protection From Abuse Order \_\_\_\_\_

I certify that the information provided above is comprehensive and complete to the best of my knowledge, and that I have formally entered my appearance for the case captioned above.

BY: [Signature]  
Cheryl L. Young, Esquire

2009/09/29 10:00

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

KATIE I. GOSSELIN, : CASE NO. 2009-19084  
*Plaintiff* :

VS. : ATTORNEY I.D. NO. 43610

JONATHAN K. GOSSELIN, :  
*Defendant* : IN DIVORCE

ORDER FOR HEARING

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2009, upon consideration of the within

Emergency Petition for Contempt, Special Relief and Counsel Fees, a hearing on the matter is

scheduled for the \_\_\_\_ day of \_\_\_\_\_, 2009, at \_\_\_\_ o'clock \_\_\_\_ M. in Courtroom

" \_\_\_\_ " of the Montgomery County Courthouse, Norristown, Pennsylvania.

BY THE COURT:

\_\_\_\_\_  
J.

Radadar  
online.com

2009/07/10 10:00 AM

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

KATIE I. GOSSELIN,  
*Plaintiff*

: CASE NO. 2009-19084

VS.

: ATTORNEY I.D. NO. 43610

JONATHAN K. GOSSELIN,  
*Defendant*

: IN DIVORCE

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2009, upon consideration of  
the within Emergency Petition for Contempt, Special Relief and Counsel Fees, it is hereby  
ORDERED and DECREED as follows:

- (1) Husband is in contempt of the Interim Arbitration Award of July 10, 2009.
- (2) Husband shall repay the entire sum of \$230,000 within twenty-four (24) hours of this Honorable Court's Order.
- (3) Husband shall provide a full and complete accounting of monies spent by Husband, from any source whatsoever, for the last sixty (60) days, delineating source of funds and the payee.
- (4) Husband shall sell his vehicles, a BMW and a Mercedes, and escrow the funds to cover any potential shortfall in this ability to repay the \$230,000.
- (5) Husband shall produce any and all retainer agreements with Mark J. Heller, Esquire, and produce documentation with regard to payment of any fees or retainers to Mark J. Heller, Esquire, along with copies of any and all invoices from Mark J. Heller, Esquire, to date.
- (6) Husband shall pay Wife's counsel fees in the amount of \$5,000 for the enforcement of the Interim Arbitration Award.

BY THE COURT:

\_\_\_\_\_  
J.

2009-19084-017

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

KATIE I. GOSSELIN, <i>Plaintiff</i>	:	CASE NO. 2009-19084
VS.	:	ATTORNEY I.D. NO. 43610
JONATHAN K. GOSSELIN, <i>Defendant</i>	:	IN DIVORCE

**PLAINTIFF'S EMERGENCY PETITION  
FOR CONTEMPT, SPECIAL RELIEF AND COUNSEL FEES**

TO THE HONORABLE, THE JUDGES OF SAID COURT:

AND NOW, Petitioner, KATIE I. GOSSELIN, Plaintiff in the above-captioned matter, by and through her attorneys, Hangley Aronchick Segal & Pudlin, files this Emergency Petition for Contempt, Special Relief and Counsel Fees and in support thereof avers the following:

1. Your Petitioner is Katie I. Gosselin, Plaintiff in the above-captioned matter (hereinafter referred to as "Wife").
2. Your Respondent is Jonathan K. Gosselin, Defendant in the above-captioned matter (hereinafter referred to as "Husband").
3. On or about July 3, 2009, the parties entered into an agreement to arbitrate their economic matters related to their divorce case with Michael Fingerman. A true and correct copy of said Agreement to Arbitrate is attached hereto, made a part hereof and marked Exhibit "A".
4. Paragraph 7 of the Agreement to Arbitrate provides that no confirmation of the Award by the Court shall be required. Rather, the Award shall be fully enforceable under the Divorce Code of 1980 and subject to an action of contempt and an award of counsel fees and costs in the event of non-compliance.
5. An Interim Arbitration Award was entered by Arbitrator Fingerman on or about July 10, 2009. A true and correct copy of said Interim Arbitration Award is attached hereto, made a part hereof and marked Exhibit "B".



2009-19084-017  
10/5/2009 10:19:05 AM  
Receipt# 275329  
Mark Levy - Montgomery County Prothonotary

50



STATE OF VERMONT

12. Husband's conduct is knowing, willful, malicious, in bad faith and outrageous, under the current circumstances of this case.

13. It is unknown whether or not Husband has spent these funds and, if so, there are no other liquid funds in order to be utilized to repay the marital estate.

WHEREFORE, Katie J. Gosselin/Plaintiff/Wife, respectfully requests Your Honorable Court to enter an Order:

(a) Holding Husband in contempt of the Interim Arbitration Award of July 10, 2009;

(b) Ordering Husband to repay the entire sum of \$230,000 within twenty-four (24) hours of this Honorable Court's Order;

(c) Ordering Husband to provide a full and complete accounting of monies spent by Husband from any source whatsoever, for the last sixty (60) days, delineating source of funds and payee;

(d) Ordering the sale of one or both of Husband's vehicles, a BMW and a Mercedes, and escrowing the funds to cover any potential shortfall in his ability to repay the \$230,000;

(e) Ordering Husband to produce any and all retainer agreements with Mark J. Heller, Esquire, as well as producing documentation with regard to payment of any fees or retainers to Mark J. Heller, Esquire, as well as copies of any and all invoices from Mark J. Heller, Esquire, to date;


(f) Ordering Husband to pay Wife's counsel fees in the amount of \$5,000 for the enforcement of the Interim Arbitration Award; and

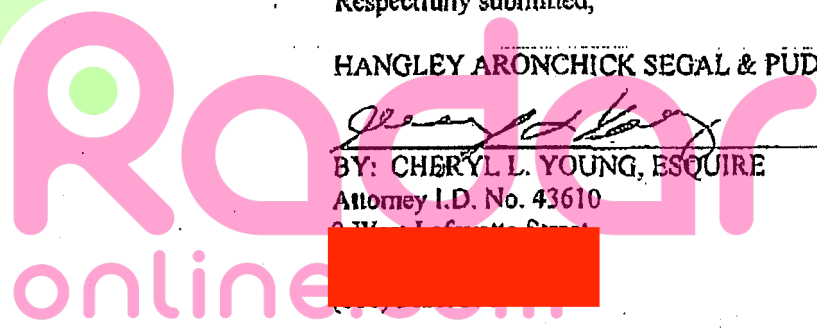
2009-10-05 14:28:28

(g) ~~Any and all such other relief as Your Honorable Court deems just and~~  
appropriate.

Respectfully submitted,

HANGLEY ARONCHICK SEGAL & PUDLIN

  
BY: CHERYL L. YOUNG, ESQUIRE  
Attorney I.D. No. 43610



Date: October 5, 2009

(g) ~~Any and all such other relief as Your Honorable Court deems just and~~  
appropriate.



Date: October 5, 2009

2009-10-05 10:00 AM

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

KATIE I. GOSSELIN,

*Plaintiff*

VS.

JONATHAN K. GOSSELIN,

*Defendant*

CASE NO. 2009-19084

ATTORNEY I.D. NO. 43610

IN DIVORCE

ATTORNEY AFFIDAVIT

Cheryl L. Young, Esquire, being duly sworn according to law, deposes and says that she is the attorney for Plaintiff herein; that she is duly authorized thereby to take this Affidavit on behalf of said Plaintiff, that the facts set forth herein are true and correct to the best of her knowledge, information and belief; and that the facts set forth herein are based on information supplied to her by the Plaintiff. Plaintiff is out of town and unable to submit her Verification at this time.

KATIE I. GOSSELIN,

*Plaintiff*

VS.

JONATHAN K. GOSSELIN,

*Defendant*

Respectfully submitted,

HANGLEY ARONCHICK SEGAL & PUDLIN

*Cheryl L. Young*  
BY: CHERYL L. YOUNG, ESQUIRE  
Attorney I.D. No. 43610

Cheryl L. Young, Esquire

Date: October 5, 2009

Subscribed and sworn to before me

on this 5th day of October, 2009

at the residence of the Plaintiff

Cheryl L. Young, Esquire

AGREEMENT TO ARBITRATE

This Agreement is entered into by and between Jonathan K. Gosselin ("Husband") and Katie I. Gosselin ("Wife").

A. A Complaint for Divorce was filed by Wife in the Court of Common Pleas of Montgomery County, Pennsylvania, at No. 2009-19084.

B. Each party has retained independent counsel: Cheryl L. Young, Esquire, counsel for Wife, and Charles J. Meyer, Esquire, counsel for Husband.

C. The parties have been unable to agree regarding certain issues relating to their separation and anticipated divorce.

D. In order to reduce the delays, expense, uncertainties and anxieties of court litigation, the parties agree to resolve their differences by binding arbitration pursuant to the terms of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties agree as follows:

1. Agreement to Arbitrate

A. The parties submit to binding common law arbitration in accordance with the terms of this Agreement.

B. Neither party to this Agreement shall have the right or power to revoke this submission without the consent in writing of the other party to this Agreement, except on such grounds as exist in law or equity for the rescission or revocation of any contract.

2. Selection of Arbitrator

A. The parties have agreed upon and designate Michael E. Fingerman, Esquire, as the sole Arbitrator to consider, adjudicate and make an Award.

B. In the event that before the final Award is made, the Arbitrator dies, becomes incapacitated or unfit to act, or refuses to act, he/she shall be replaced, if not by agreement of the parties within thirty (30) days after such event, then by the following procedure: Each party shall select a Fellow from the Pennsylvania Chapter of the American Academy of Matrimonial Lawyers, and the two Fellows shall choose a third Fellow who shall have completed the course and have been certified by the American Academy of Matrimonial Lawyers as a Matrimonial

ARBITRATION AGREEMENT

Arbitrator. In no event shall this Agreement to Arbitrate be terminated by death, incapacity, or absence of the Arbitrator.

3. Scope of Arbitration

The Arbitrator shall have the power to conference, adjudicate and make Award(s) on all interim and other issues relating to the dissolution of the parties' marriage which both parties agree shall be decided by the Arbitrator.

4. Arbitrator's Fees

A. The Arbitrator shall be compensated at the rate of \$375 per hour for the Arbitrator's time spent on this matter, including, without limitation, preparation, reviewing documents, telephone calls, conferences, conducting the hearing, receiving the facts and law, research and rendering the Conclusions and an Award(s).

B. At the execution of this Agreement, a deposit of \$5,000 shall be forwarded to the Arbitrator to be applied toward the time to be spent by the Arbitrator on this matter. The Arbitrator will hold in escrow any fees in excess of the time expended to be refunded at the conclusion of the case. If the Arbitrator determines that the total fee is likely to exceed at any point the amount on deposit, the Arbitrator shall have the right to require additional deposits on account as the case progresses. Such additional fees shall be payable by each party as prescribed by the Arbitrator. In the event the Arbitrator determines all ancillary issues relating to the parties separation and anticipated divorce, the final Conclusions and Award shall be delivered to each party after payment of the final Arbitrator's fees.

C. The Arbitrator's fees shall be paid and allocated or credited as prescribed by the Arbitrator or as set forth in the final Award.

5. Discovery

In the event the parties are unable to agree on any discovery issue, the Arbitrator shall rule on such issue and to the extent a Court Order is necessary in order to procure compliance, both parties agree not to oppose any motion to enforce the ruling of the Arbitrator.

6. Procedure

A. The Arbitration shall be conducted in accordance with the terms of this Agreement and the procedures employed by the Arbitrator not inconsistent with this Agreement. For example, the Arbitrator will determine to what extent he will follow the rules of evidence and whether post-hearing memoranda will be required. The Arbitrator shall be free to fashion such remedies as he deems just and proper and to the extent a Court Order is necessary in order to procure compliance, both parties agree not to oppose any motion to enforce the ruling of the Arbitrator.

B. The parties, their counsel and the Arbitrator understand the importance of resolving this matter expeditiously. They each will remain accessible, promptly return phone calls and answer correspondence. They will cooperate in scheduling conferences and hearings, and devote the time necessary so that, if at all possible, the Award will be issued within thirty (30) days of the completion of the hearing.

C. There shall not be a stenographic or recorded record of the hearing.

7. Effect of Award

A. No confirmation of the Award by the Court shall be needed or required. The Award shall be fully enforceable as any other Agreement of the parties under the Divorce Code of 1980, as amended, and shall be subject to an action of contempt and award of counsel fees and costs in the event of non-compliance. The Arbitration Award shall be submitted to the Court for incorporation by reference in the final Decree in Divorce.

B. Each party shall have the right to request the Arbitrator to reconsider any portion of the Award by written request within ten (10) days following the date of such Award. The Arbitrator shall promptly decide any such request for reconsideration, and shall have sole discretion to determine whether any further hearing or argument of counsel, by telephone conference call or otherwise, is necessary in order to decide any such reconsideration request.

C. The Award of the Arbitrator shall be binding upon the parties and not appealable except for the following:

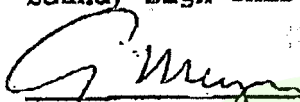
- (1) Denial of a hearing to a party; or

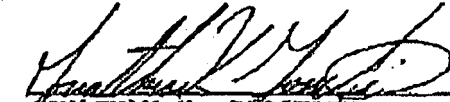
(2) Fraud, misconduct or corruption.


D. In the event either party seeks to proceed as to subparagraph C. above, notice in the nature of a Petition to Vacate or Modify the Award must be filed with the Court in the county where the divorce action was commenced within thirty (30) days of the receipt of the Award or any decision on Reconsideration if reconsideration was expressly granted. The Petition shall state the reasons for the Petition and shall have attached a copy of the Arbitrator's Award and this Agreement. Copies of the Petition shall be sent to opposing counsel. The matter will be argued before the Court in the same manner as if Exceptions were taken from a record hearing in accordance with existing Rules of Court, except that any appeal shall be limited to those issues set forth in subparagraph C. above.

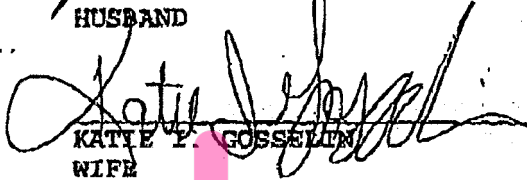
E. All counsel fees and costs of such Petition or further appeal will be subject to a further Order of the Court and will be charged to either party or both in a proportion to be determined by the Court.

IN WITNESS WHEREOF, the parties, intending to be legally bound, sign this Arbitration Agreement.

  
CHARLES J. MEYER, ESQUIRE  
ATTORNEY FOR HUSBAND

  
JONATHAN K. GOSSSELIN  
HUSBAND

  
CHERYL L. YOUNG, ESQUIRE  
ATTORNEY FOR WIFE

  
KATIE P. GOSSSELIN  
WIFE

APPROVED BY:

  
MICHAEL E. FINGERMAN, ESQUIRE  
ARBITRATOR

DATE: 1/3/09

SECRET



**EXHIBIT "B"**





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Law Offices of Michael E. Fingerman

Cheryl L. Young, Esquire  
Charles J. Meyer, Esquire  
July 10, 2009  
Page 3

with regard to this interim issue. In addition, in the event the \$15,000 per month deposit into the Working Account is not sufficient to pay the foregoing expenses, either party may request a conference with the Arbitrator, if necessary, for a further interim resolution.

B. Additional/Extraordinary Expenses:

(1) As of June 22, 2009, Wife had control of between \$130,000 and 155,000.

(2) Wife shall provide an accounting of all funds spent by her from June 22, 2009 through July 6, 2009 within Forty-Five (45) days from the date of this Award.

(3) All remaining funds shall be deposited in Susquehanna Bank, Account, [redacted], which is commonly referred to by the parties as the "JKIG Money Market Account." Neither party shall withdraw funds or write checks from the JKIG Money Market Account without the prior consent of the other party, which consent shall not unreasonably be withheld by either party.

(4) Additional/extraordinary expenses for the homes and/or the parties' children shall be paid from the funds in Wife's control upon the mutual agreement of the both parties, which agreement shall not unreasonably be withheld by either party. The expenses anticipated to fall under this category shall include:

- real estate taxes;
- individual taxes incurred prior to the parties' separation;
- estimated quarterly taxes for 2009;
- school bills for the children;
- clothing for the children; and,
- necessary repairs to the homes owned by the parties.

(5)  
[faded text]

(6)  
[faded text]





EXHIBIT "C"

From: Hannah Schade  
Date: October 2, 2009 3:59:31 PM EDT  
To: "Kate Gosselin" <[redacted]@gmail.com>  
Subject: transactions

Kate, here are the transaction amounts and dates. I did find an additional transaction.

- 9/29/09 w/d from [redacted] \$22,000.00
- 9/25/09 w/d from [redacted] \$10,000.00
- 9/23/09 wire transfer from [redacted] \$25,000.00
- 9/21/09 w/d from [redacted] \$16,000.00
- 9/17/09 w/d from [redacted] \$15,000.00
- 9/14/09 phone transfer from [redacted] \$10,000.00
- 9/3/09 w/d from [redacted] \$10,000.00
- 9/3/09 w/d from [redacted] \$20,000.00
- 8/10/09 w/d from [redacted] \$100,000.00

I also want to let you know that the balance in [redacted] is 1346.61 and this will cause a service charge for being below the \$10,000.00 min bal. When it hits the acct, I will reverse it.

I did process your other transfers for your other business accts.

**Hannah Schade**  
Financial Service Representative III  
Kenhorst Office  
Susquehanna Bank  
Mail Code: 166

10/5/2009

- 9/29/09 w/d from [redacted] \$22,000.00
- 9/25/09 w/d from [redacted] \$10,000.00
- 9/23/09 wire transfer from [redacted] \$25,000.00
- 9/21/09 w/d from [redacted] \$16,000.00
- 9/17/09 w/d from [redacted] \$15,000.00
- 9/14/09 phone transfer from [redacted] \$10,000.00
- 9/3/09 w/d from [redacted] \$10,000.00
- 9/3/09 w/d from [redacted] \$20,000.00
- 8/10/09 w/d from [redacted] \$100,000.00

I also want to let you know that the balance in [redacted] is 1346.61 and this will cause a service charge for being below the \$10,000.00 min bal. When it hits the acct, I will reverse it.

I did process your other transfers for your other business accts.

**Hannah Schade**  
Financial Service Representative III  
Kenhorst Office  
Susquehanna Bank  
Mail Code: 166