

FILED

AUG - 8 2008

KAREN M. CASSIDY, P.J.F.D.

PREPARED BY THE COURT

JAMES E. MCGREEVEY,)	SUPERIOR COURT OF NEW JERSEY
)	CHANCERY DIVISION-FAMILY PART
)	UNION COUNTY
)	
)	DOCKET NO. FM-20-01166-07G
)	
Plaintiff,)	
)	Civil Action
vs.)	
)	
)	
DINA MATOS MCGREEVEY,)	<u>DUAL FINAL JUDGMENT OF DIVORCE</u>
)	
)	
Defendant,)	

THIS MATTER having come before the Honorable Karen M. Cassidy, P.J.F.P. of the Superior Court of New Jersey, Chancery Division, Family Part, Union County, and in the presence of Einhorn, Harris, Ascher, Barbarito & Frost, P.C.(Stephen P. Haller and Jennie L. Osborne, Esqs., appearing), attorneys for Plaintiff James E. McGreevey, and in the presence of Post, Polak, Goodsell, MacNeill & Strauchler, P.A. (John N. Post, Loretta B. Critchley and Nicole A. Casciola, Esqs., appearing), attorneys for Defendant Dina Matos McGreevey, and the matter having been listed for trial on the economic issues and being heard and the Court having considered the proofs taken in open court on May 12, 13, 14, 15, 19, 21, 27, 28, 29, and 30, 2008 and June 4, 2008; and

IT IS FURTHER APPEARING that plaintiff and defendant were lawfully married on October 4, 2000, and there was one child born of this marriage; and that plaintiff has pleaded and proved a cause of action for divorce pursuant to N.J.S.A. 2A:34-2(d) and defendant having pleaded and proved a cause of action for divorce pursuant to N.J.S.A. 2A:34-2(c); and that at the time the causes of action for divorce arose, the plaintiff and

defendant were bona fide residents of the State of New Jersey for more than one year next preceding the commencement of this action; and

IT FURTHER APPEARING that jurisdiction has been acquired over both parties pursuant to the Rules governing the Court;

IT IS ON THIS 8th day of August, 2008,

ORDERED and ADJUDGED, and such court, by virtue of the power and authority of this court, and of the acts of the Legislature in such case provided does hereby ORDER and ADJUDGE, that the plaintiff James E. McGreevey and the defendant Dina Matos McGreevey be divorced from the obligations thereof, and that the marriage between the parties is hereby dissolved; and it is further ORDERED as follows:

CUSTODY AND PARENTING TIME

1. The parties shall abide by the terms of the Custody and Parenting Time Agreement entered into by the parties on May 8, 2008. Said Agreement and the terms therein shall remain under seal absent further order of this court.

ALIMONY

2. Plaintiff shall not have an alimony obligation to the defendant. Plaintiff, however, shall not receive a credit for prior unallocated support payments. His obligation for those payments ends effective July 31, 2008.
3. Each party shall be responsible for maintaining his or her own health insurance costs.

CHILD SUPPORT/PAYMENTS FOR CHILD

4. Plaintiff shall pay defendant \$250 per week or \$1,075 per month in child support commencing August 1, 2008. Child support shall be payable on the first day of each month.
5. The court finds that the combined net income of the parties falls within the Child Support Guidelines however, certain factors, as outlined in the annexed opinion, required the consideration of the factors set forth in N.J.S.A. 2A:34-23.1 in determining the child support award included herein.
6. Plaintiff shall continue to maintain health and dental insurance for the child until the child is emancipated, until further order of the Court, or consent of the parties.
7. Unreimbursed medical and dental expenses, that exceed the first \$250 per child per year as provided for in the Child Support Guidelines, shall be paid sixty-six percent (66%) by plaintiff and thirty-four percent (34%) by defendant. Unreimbursed expenses for Dr. Sharon Ryan Montgomery, the Parenting Coordinator, and for the child's therapist shall be paid sixty-six percent (66%) by plaintiff and thirty-four percent (34%) by defendant.
8. All extra curricular activities of Jacqueline shall be paid 100% by plaintiff.

INSURANCE

9. Until such time as the child is emancipated, Plaintiff shall maintain policies of insurance on his life sufficient to provide proceeds in the aggregate of \$300,000 for the child. The policies shall name defendant as trustee for the benefit of the child.
10. Until such time as the child is emancipated, defendant shall maintain policies of insurance on her life sufficient to provide proceeds in the aggregate of \$200,000 for the child. The policies shall name plaintiff as trustee for the benefit of the child.

11. Each party shall provide the other with proof, on an annual basis, that the life insurance provided for herein remains in effect.

EQUITABLE DISTRIBUTION

12. In complete satisfaction of all claims by either party to equitable distribution of the assets comprising the marital estate, the marital estate shall be divided as follows:
 - A. Plaintiff shall pay defendant the total sum of \$52,462.12 representing one half of the total balances of the following accounts, Fidelity Investment Account x599: \$25,000, Wachovia Securities account x9359: \$25,088.91, Wachovia custom checking account: x3138: \$54,835.33 as they were maintained by the parties as of February 15, 2005.
 - B. Plaintiff shall pay defendant \$56,833 representing one half the balance of his Valic account, which amount was on deposit as of February 15, 2005.
 - C. Plaintiff shall pay defendant the increase in value of his Nationwide Life Insurance Company of America policy pursuant to the provisions outlined in the opinion.
 - D. Plaintiff shall not have an obligation to pay any equitable distribution with regard to his book, "The Confession".
 - E. Plaintiff shall not have any obligation to pay equitable distribution for the plaintiff's alleged celebrity goodwill pursuant to the findings in the annexed opinion.
 - F. The benefits that accrued to plaintiff from the date of the marriage through February 15, 2005 under his New Jersey State Pension shall be divided equally between the parties. Counsel shall determine the coverture fraction and prepare any and all documentation the pension plan may require to effectuate this transfer.
 - G. The benefits that accrued to defendant from the date of the marriage through February 15, 2005 under her 401K plan with Columbus Hospital shall be divided equally between the parties. Counsel shall determine the

coverture fraction and prepare any and all documentation the plan may require to effectuate this transfer.

- H. Plaintiff will not receive any award for defendant's clothing.
- I. Plaintiff shall not receive any award for defendant's jewelry.
- J. Defendant shall maintain her own vehicle, as it is pre-marital, and plaintiff will receive no award.
- K. Defendant shall pay to plaintiff the total sum of \$1,500 representing one half of the assets titled to defendant (defendant's savings, checking, and certificate of deposit – J12) on February 15, 2005.
- L. Plaintiff's car is leased and shall not be equitably distributed, nor will any of plaintiff's personal property.
- M. The Gill Lane condominium proceeds and their distribution are addressed in the annexed opinion.
- N. Plaintiff shall maintain his Merck Stock and it will not be equitably distributed.
- O. Defendant shall not receive a portion of the Fidelity Uniform Gift to Minors Accounts (UGMA) x738 and x746 but defendant shall receive updated annual reports with regard to Jacqueline's account.
- P. Plaintiff shall retain the funds in his Wachovia business checking account (x0900) as it is not subject to equitable distribution.
- Q. Defendant's home in Springfield, N.J. is not subject to equitable distribution.

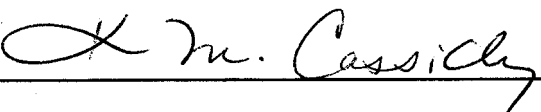
13. The foregoing sums shall be paid within 30 days of the date of this Judgment.

COUNSEL FEES

14. Neither party shall be responsible for the payment of counsel fees and costs, to the other party other than those previously awarded to Mr. Post.

MISCELLANEOUS PROVISIONS

15. The parties shall alternate reporting the child as a dependent for the dependency deduction on their tax returns. Plaintiff shall claim the child in even years and defendant shall claim the child in odd years.
16. The parties shall exchange certified copies of their income tax returns prior to August 1 of each year for so long as plaintiff is obligated to pay child support to defendant.
17. Defendant shall be permitted to resume the use of her birth name, Dina Matos (DOB: 11/05/1966)



HONORABLE KAREN M. CASSIDY, P.J.F.P.