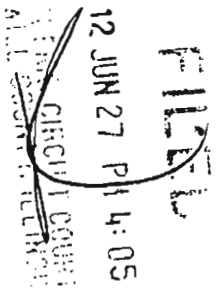
Attorney No. 06199988

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS



IN RE THE MARRIAGE OF:	)	
	)	
BERNARD F. MCLAUGHLIN,	)	
	)	
Plaintiff,	)	
	)	
and	)	No. 10 D 1749
	)	
KIMBERLY MCLAUGHLIN,	)	
	)	
Defendant.	)	

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard on the Verified Petition for Dissolution of Marriage filed by the Plaintiff; the Plaintiff present and appearing by his counsel, EDWARD R. JAQUAYS of the law firm of THE LAW OFFICES OF EDWARD R. JAQUAYS, and the Defendant present and appearing by her counsel GWENDOLYN J. STERK of the law firm of GOLDSTINE, SKRODZKI, RUSSIAN, NEMEC AND HOFF, LTD., and, this Court having heard the evidence presented to it, the arguments of the parties, and being fully advised in the premises, finds, as follows:

1. This Court has jurisdiction of the parties to, and subject matter of, this cause.

2. At the commencement of this action, the Plaintiff and Defendant were domiciled in, and residents of, the State of Illinois and have actually resided in the State of Illinois for a period in excess of ninety (90) days immediately preceding the making of these findings.

3. Plaintiff and Defendant were married on October 25, 1994, and that marriage was registered with the Clerk of Oahu, Hawaii.

4. As a result of this marriage, one (1) child was born, namely ANDREW a/k/a "DREW", born April 29, 1995. No other child were born to or adopted by the parties hereto and the Wife is not now pregnant.

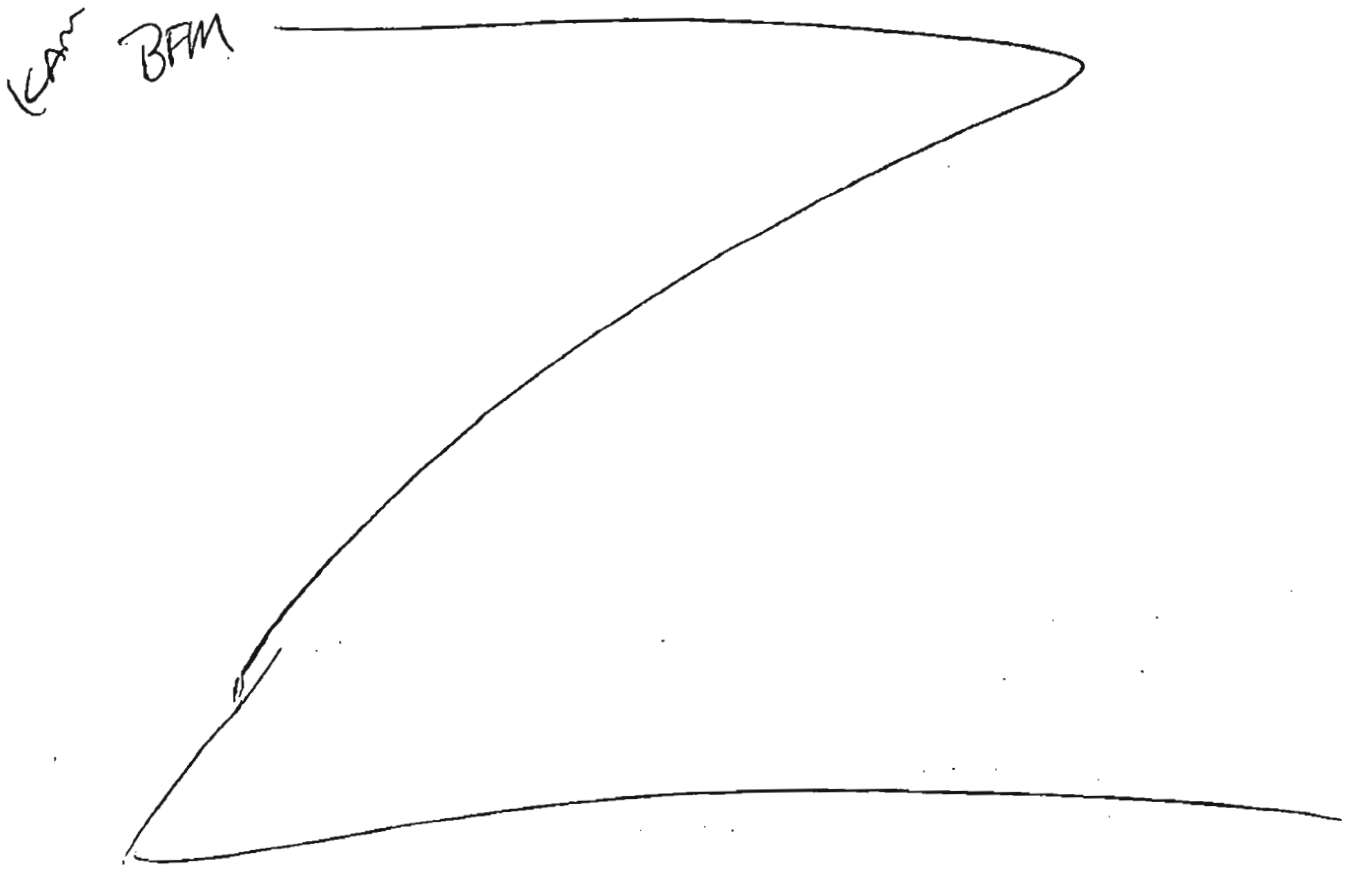
5. The parties have lived separate and apart for a continuous period in excess of ~~six (6) months and have executed a stipulation waiving the two (2) year separation period~~ two (5½) years. Irreconcilable differences have caused the irretrievable breakdown of the marriage.

KAW BFM

The parties efforts at reconciliation have failed, and future attempts at reconciliation would not benefit the parties regarding their irreconcilable differences.

6. The parties have entered into a Marital Settlement Agreement, and considered it in their respective best interests to settle all matters in the pending litigation between themselves. The terms of the Marital Settlement Agreement concern questions of: identification of non-marital and marital property, the division of non-marital and marital property, maintenance, child support, child custody, and attorney's fees. This Court has reviewed the terms of the Marital Settlement Agreement and has found same to be fair and not unconscionable.

7. The Court has examined the proposed Marital Settlement Agreement, which the parties have submitted to the Court; the Court finds the parties entered into the Agreement freely and voluntarily; the Court finds the Agreement is not unconscionable, but fair, reasonable, and equitable under the facts and circumstances of this case; and the Court approves the Agreement, and reads the Agreement as attached hereto and made a part of this Judgment. The parties agreement is as follows:



Attorney No.: 06199988

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

IN RE THE MARRIAGE OF:	)	
	)	
BERNARD F. MCLAUGHLIN,	)	
	)	
Plaintiff,	)	
	)	
and	)	No. 10 D 1749
	)	
KIMBERLY MCLAUGHLIN,	)	
	)	
Defendant.	)	

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of June, 2012 by and between KIMBERLY MCLAUGHLIN (hereinafter referred to as "WIFE" or "KIMBERLY"), who resides in Will County, Illinois and BERNARD F. MCLAUGHLIN, (hereinafter referred to as "HUSBAND" or "BERNARD"), who resides in Will County, Illinois, states, as follows:

W I T N E S S E T H:

WHEREAS, the parties were married on October 25, 1994, and that marriage was registered in Will County, Illinois.

WHEREAS, one (1) child was born, namely ANDREW a/k/a "DREW", born April 29, 1995. No other child were born to or adopted by the parties hereto and the Wife is not now pregnant.

WHEREAS, irreconcilable differences have arisen between the parties causing them to cease living together as husband and wife.

WHEREAS, Plaintiff has filed a Petition for Dissolution of Marriage in the Circuit Court of Will County, Illinois, known as Case No. 10 D 1749 and titled "In Re.the Marriage of BERNARD F. MCLAUGHLIN, Plaintiff, and KIMBERLY MCLAUGHLIN, Defendant." This cause is still pending and no judgment or other final order has been entered.

WHEREAS, both parties consider it in their best interests to settle between themselves all issues regarding: the custody and support of the child; the rights to all

property, whether marital, non-marital, real, personal, or mixed; the right of either party to receive maintenance from the other; and the payment of attorney's fees and court costs.

WHEREAS, BERNARD has employed and has had the benefit of counsel of EDWARD R. JAQUAYS of the law firm of THE LAW OFFICES OF EDWARD R. JAQUAYS, and KIMBERLY has employed and has had the benefit of counsel of the law firm of GWENDOLYN J. STERK of GOLDSTINE, SKRODZKI, RUSSIAN, NEMEC and HOFF, LTD. Each party represents to the other they have been fully advised as to their respective rights. Both parties expressly state they have freely and voluntarily entered into this Agreement with full knowledge of each and every provision contained herein, and the consequences thereof.

WHEREAS, each party has fully disclosed to the other all properties owned by them and the income derived from the properties and any other source of income. Each party has been fully advised to their rights to any incomes.

WHEREAS, each party states they have had explained to them: the legal rights and duties as between the parties; the extent this Court may order relief if called upon to decide this case as a contested matter; and, the legal effect of each provision of this Agreement.

NOW, THEREFORE, in consideration of the above, and the mutual and several covenants contained below, the parties freely and voluntarily agree between themselves, as follows:

ARTICLE I
MAINTENANCE

~~BERNARD forever waives his right to receive maintenance from KIMBERLY and acknowledges he possesses sufficient income to provide for his support and reasonable needs, except that~~ BERNARD's right to receive maintenance shall be Reserved for one (1) year following entry of this Judgment for dissolution of Marriage.* Commencing 8-1-12, KIMBERLY shall receive maintenance from BERNARD for a period of 36 months following entry of Judgment for Dissolution of Marriage at which time the issue of maintenance shall be reviewable upon the filing of a proper Petition by KIMBERLY. BERNARD shall pay to KIMBERLY the sum of $2,000.00 per month and in the event that during a 12 month period which shall be defined as ~~July~~ August 1 thru ~~June 30th~~ July 31st BERNARD's ~~earnings as defined herein~~ income exceeds $75,000.00, then BERNARD shall deliver to KIMBERLY in addition to the monthly payments above 35% of any gross income over $75,000.00 until BERNARD's ~~earnings as defined herein~~ Income reaches $100,000.00 for said 12 month period.

In the event that BERNARD's ~~earnings as defined herein~~ Income exceeds $100,000.00 in any given 12 month period ~~(July 1st thru June 30th)~~, then KIMBERLY shall have the right to file a Petition with the Court seeking a determination on the amount of maintenance due

* at the end of one (1) year following entry of this Judgment for Dissolution of Marriage, if no Petition has been filed by BERNARD, BERNARD forever waives his right to receive maintenance from KIMBERLY and acknowledges he possesses sufficient income to provide for his support and reasonable needs.

August 1st through July 31st

income BFM KF

on ~~earnings as defined herein~~ in excess of $100,000.00 and said maintenance if awarded shall be retroactive to the month in which BERNARD's ~~earnings~~ reached $100,000.00 for the 12 month period ~~as defined herein.~~ Income BFM KF

income shall be defined by the Court. BFM KF

~~Earnings shall be defined as January 1099 income information any sources or earnings or distributions from any business entity~~

BERNARD shall have the right to review the threshold $2,000.00 monthly maintenance hereunder at the expiration of 6 months following entry of Judgment for Dissolution of Marriage. The obligation to pay $2,000.00 per month is based upon a projected earnings of BERNARD of $50,000.00 per year.

Said maintenance shall be deductible for tax purposes from BERNARD's income and includable in KIMBERLY's income for tax purposes. Said maintenance shall terminate on the first of the following to occur:

1. KIMBERLY'S remarriage or entry into a civil union;
2. KIMBERLY'S cohabitation on a conjugal basis;
3. KIMBERLY'S death;
4. BERNARD'S death; or
5. The expiration of 36 months following ~~entry of Judgment for Dissolution of Marriage~~ August 1, 2012 at which time maintenance shall be reviewable.

income BFM KF

Both parties shall exchange all ~~earnings~~ information including but not limited to paystubs, 1099 distribution statements, corporate statements of profit and loss, all records relating to draws or distributions, tax returns, W-2s and any other tax forms issued in their respective names on December 31st and June 30th of each year until maintenance is forever terminated by a court or at the expiration of 36 months following entry of Judgment for Dissolution of Marriage if no Motion to review maintenance has been filed.

KIMBERLY has a duty during the 36 month initial period of maintenance to seek full/part time employment. and contribute to her support. Kimberly earned approximately $7,000 in 2011. KF BFM

ARTICLE II
CUSTODY OF THE CHILD

Issues relating to the minor child are governed by the Joint Parenting Agreement previously issued by the Court on August 28, 2011.

ARTICLE III
CHILD SUPPORT AND POST-HIGH SCHOOL EXPENSES

Child Support and post-high school expenses for the parties' son, ANDREW, shall be reserved until further Order of Court. The funds held at Town Center Bank Personal Money Market Account No.: xxx8901 in the name of Andrew B. McLaughlin and Bernard F. McLaughlin in the initial amount of $13,200.00 shall be reserved for college expenses of ANDREW. In the event, ANDREW does not utilize said funds for his college education expenses, then said account shall be divided equally by and between the parties when ANDREW reaches age ~~22~~ 24.

ARTICLE IV
MARITAL RESIDENCE

The property located at 19403 Woodedge Lane, Mokena, IL, shall be assigned to BERNARD, free and clear of any interest or claim of KIMBERLY. KIMBERLY shall have ~~sixty (60) days following entry of Judgment for Dissolution of Marriage~~ to vacate the marital residence. All personal property excluding fixtures and appliances are assigned to KIMBERLY. BERNARD shall be solely responsible for any and all indebtedness and shall continue to pay all expenses associated with said property including utilities until KIMBERLY vacates ~~in sixty (60) days following entry of Judgment for Dissolution of Marriage~~. BERNARD shall have exclusive possession of the marital residence ~~at the expiration of 60 days following entry of Judgment for Dissolution of Marriage~~. BERNARD shall be solely responsible for any sums due on the current indebtedness which exceeds the fair market value of the residence without contribution from KIMBERLY and he shall hold KIMBERLY harmless therefrom. BERNARD shall provide KIMBERLY with all documents necessary to transfer any ownership she may have in the property to BERNARD, and KIMBERLY shall execute documents upon presentment to BERNARD within seven (7) days of entry of Judgment for Dissolution of Marriage. BERNARD shall deliver to Kimberly $1000.00 by 7-1-12 for moving expenses. *

ARTICLE V
KANKAKEE COTTAGE

The cottage, all personal property in the cottage, the jet ski and the pontoon shall be assigned to KIMBERLY, free and clear of any right, title or interest of BERNARD. BERNARD shall cooperate with KIMBERLY to transfer the titles to KIMBERLY, including executing any and all documents necessary to effectuate the transfer of the cottage, jet ski and pontoon and to ensure that the real estate tax records are correct. BERNARD represents that all expenses related to the Kankakee Cottage are paid in full and BERNARD shall not apply for any refunds for expenses prepaid for the Cottage. BERNARD shall deliver to KIMBERLY all alarm codes for access, keys, locks, and any other item related to the cottage, the jet ski and the pontoon boat upon entry of Judgment for Dissolution of Marriage. KIMBERLY shall have exclusive possession of same immediately upon entry of Judgment for Dissolution of Marriage. The parties represent

* Should Kimberly fail to vacate by 8-1-12, then she shall pay rent to Bernard the amount of $2000. per month

that there are no liens or encumbrances associated with the ownership of the cottage, the jet ski or the pontoon.

ARTICLE VI
VEHICLES

KIMBERLY shall be awarded the 2007 Lexus, free and clear of any right, title or interest of BERNARD. BERNARD shall further cooperate with KIMBERLY in executing any documents necessary to transfer the Title to KIMBERLY's name. BERNARD shall takes steps to deliver a clean title with no liens or encumbrances to KIMBERLY upon entry fo Judgment for Dissolution of Marriage.

BERNARD shall be awarded the 2000 Nissan Maxima and the 2006 Jaguar and shall be responsible for any and all debt associated therewith, and KIMBERLY waives all of her right, title and interest of said vehicles.

BERNARD shall be solely responsible for all expenses associated with the 20__ Mercedes SUV and said vehicle shall be maintained for the parties' son, ANDREW, by BERNARD. The vehicle shall be assigned to ANDREW and BERNARD shall have no financial interest in the vehicle. If the vehicle is sold, the funds shall be deposited into ANDREW's college fund unless otherwise agreed to by the parties. ICAM BFM

ARTICLE VII
MEDICAL INSURANCE FOR THE CHILD AND UNCOVERED MEDICAL, DENTAL AND VISION EXPENSES

→ As currently provided BFM

1. Obligations. The parties agree that BERNARD shall maintain medical insurance coverage on the minor child. BERNARD shall furnish KIMBERLY with evidence of coverage of the minor child. BERNARD shall provide KIMBERLY with any and all identification cards and prescription cards. In the event that KIMBERLY becomes employed and her employer offers health insurance coverage for the child, the issue of the coverage of medical insurance shall be reviewable. In the event insurance is no longer available to Bernard thru the current plan or employment* BERNARD shall pay all medical, dental, ophthalmology, orthodontia and psychology expenses incurred on behalf of the minor child not covered by insurance, until further Order of Court. The issue is reviewable as to both parties. ICAM BFM

2. Duration of Obligation. The obligations under the above Paragraph shall commence upon entry of Judgment for Dissolution of Marriage, and shall continue, as to the child in question, until his emancipation as herein above defined, provided that if said child pursue college, university or vocational school education, then the obligation as set forth in this Paragraph shall continue until said child completes or discontinues the said educational pursuit, but in no event shall said obligation continue beyond the child's twenty-sixth (26th) birthday or for so long as the coverage is available and that the child remain a full-time student. ICAM BFM

* the issue is reserved FOR BOTH PARTIES BFM

ARTICLE VIII
MEDICAL INSURANCE FOR THE WIFE

BERNARD shall cooperate and take all actions necessary to maintain the current group insurance provided to KIMBERLY ~~for a period of 24 months following entry of Judgment for Dissolution of Marriage~~ thru 12/31/12 at Bernard's sole Expense. In the event individual coverage for KIMBERLY is not available to KIMBERLY as an insured under the plan, then BERNARD shall provide coverage for KIMBERLY thru COBRA or the Illinois Continuation Law or any other provision which allows for the continuation of the current insurance. In the event that said insurance is not available, then BERNARD shall provide KIMBERLY with comparable insurance thru a private plan. BERNARD shall provide insurance for KIMBERLY at his sole cost ~~for a period of 24 months following entry of Judgment for Dissolution of Marriage~~ thru 12-31-12. In addition, BERNARD shall provide KIMBERLY with a Health Savings Account in the amount of $2,000.00 which is the deductible for the current coverage under the plan. The obligation to provide insurance hereunder is non-reviewable and non-modifiable.

KIMBERLY shall be responsible for medical expenses not covered by insurance in excess of the deductible ~~(estimated to be $2,000.00 annually)~~ which shall be paid by BERNARD unless BERNARD fails to pay for the insurance in which case BERNARD shall be responsible for all medical expenses incurred as a result of his failure to provide the insurance he is obligated to provide hereunder.

Commencing 12-31-12 for herself ~~At the expiration of 24 months following entry of Judgment for Dissolution~~ of ~~Marriage~~, KIMBERLY shall be solely responsible for all of the medical insurance and uncovered medical expenses without contribution from BERNARD. Bernard shall Cooperate with KIMBERLY for her to elect COBRA or continuation* BERNARD is solely responsible for his medical insurance and uncovered medical expenses.

* coverage available under the Plan

ARTICLE IX
FINANCIAL ACCOUNTS

KIMBERLY shall be awarded her Harris Bank Checking Account No. xxxx7480, free and clear of any interest or claim of BERNARD.

BERNARD shall be awarded the below referenced accounts, free and clear of any interest or claim of KIMBERLY:

Town Center Bank Free Checking Account No.: xxxx5171 (Bernard McLaughlin & Barbara McLaughlin)
Town Center Bank Small Business Checking Account No.: xxxx4067 (ROI Media)
Town Center Bank Business Money Market Account No.: xxxx7663 (ROI Media)

Town Center Bank HSA Interest Bearing Checking Account No.: xxx5213 Bernard McLaughlin (HSA Account)

ARTICLE X
PERSONAL INJURY CLAIM

KIMBERLY shall be assigned any award she obtains as a result of the pending personal injury claim resulting from two accidents which occurred during the marriage, free and clear of any interest or claim of BERNARD. BERNARD has no obligation to pay for any medical expenses due to Rebecca A. Boros, DC for treatment related to said claims.

ARTICLE XI
RETIREMENT FUNDS

The parties agree that the following retirement funds exist:

Morgan Stanley Smith Barney IRA Account No.: xxx-xxxxC15 001 (Bernard McLaughlin, CGM IRA Custodian)	5/11	$202,282.52
ROI Media LLC 401(k) Plan	9/30/11	$2,941.17
Wells Fargo Advisors IRA Account No.: 5771-5331 Kimberly McLaughlin, FCC as Custodian	9/30/11	$2,817.07

60% to Kim.

BERNARD shall be assigned his ROI Media 401k funds and KIMBERLY shall be assigned her WELLS FARGO ADVISORS IRA, free and clear of any interest of claim of the other.

The balance in the IRA in BERNARD's name held at Morgan Stanley Smith Barney as of the entry of Judgment for Dissolution of Marriage shall be divided as follows: ~~62.5%~~ 60% to KIMBERLY and ~~37.5%~~ 40% to BERNARD, subject to income and losses to the date of distribution. The parties shall immediately execute any and all forms or letters of direction to divide said funds. In the event a Qualified Domestic Relations Order is necessary, both parties shall cooperate to effectuate same. BERNARD represents and warrants that no withdrawals or loans have been taken from said IRA account during these proceedings.

BFM 60%

ARTICLE XII
BUSINESS

The parties stipulate and agree that BERNARD shall be assigned the marital business, known as ROI Media, LLC., free and clear of any interest or claim of KIMBERLY. BERNARD shall be solely responsible for any indebtedness, claim or any other expenses which relates to or is in the name of the business, ROI Media, LLC.. In the

event there is any tax liability that becomes due as a result of the operation of ROI Media, LLC and the distributions and draws taken by BERNARD therefrom, BERNARD shall be solely responsible for said tax liability and shall hold KIMBERLY harmless therefrom. BERNARD represents that he has terminated all employees and the business will be closed as of ~~June 30, 2012.~~ 12-31-12. BFM VP

ARTICLE XIII
WINE

All remaining wine in the possession of BERNARD shall be assigned to BERNARD, free and clear of any interest of KIMBERLY. The dissipation claim has been resolved as a part of this agreement. Any liability including any tax consequences incurred as a result of any sale, auction or trading during the course of the marriage shall be the sole responsibility of BERNARD and he shall hold KIMBERLY harmless therefrom.

ARTICLE XIV
TRUST ACCOUNT

The balance of the funds remaining in Attorney Edward R. Jaquays Trust Account shall be equally divided by and between the parties, except that $4,000.00 from BERNARD's share shall be payable to GOLDSTINE, SKRODZKI, RUSSIAN, NEMEC and HOFF, LTD. Said disbursements shall occur immediately upon entry of Judgment for Dissolution of Marriage.

ARTICLE XV
PERSONAL PROPERTY

Each party shall receive their own personal property, all jewelry and effects. The household furniture in the marital residence and in the Kankakee Cottage shall be assigned to KIMBERLY and the household furniture in BERNARD's rental home shall be assigned to BERNARD, free and clear of any interest or claim of the other.

ARTICLE XVI
DEBTS

Each party shall be responsible for any indebtedness in their own names, except that BERNARD shall be solely responsible for the balance due to Rebecca A. Boros, DC, for KIMBERLY's personal care incurred thru entry fo Judgment for Dissolution of Marriage, not related to KIMBERLY's personal injury claims. The parties stipulate and agree that no joint debts exist and neither party shall use the name of the other to obtain credit. Each shall indemnify, defend, and save the other absolutely harmless from any debt or obligation so charged or otherwise incurred. In the event that any joint debts were incurred, including any credit card debt, said debt shall be the responsibility of the party that incurred said debt.

ARTICLE XVII
ATTORNEYS' FEES AND COSTS

Both parties shall be solely responsible for the balance of their respective attorneys' fees and costs and hereby waive contribution one from the other. By Agreement of Plaintiff payment to Atty Downing shall be paid from the proceeds of sale due to his client. ARTICLE XVIII York Retirement Proceeds.

GENERAL PROVISIONS

1. Execution of Documents.

Each of the parties agrees to execute and acknowledge, upon demand by either party, any and all legal documents necessary and proper to transfer, convey, and release their interests in the property disbursed in this Agreement, as this Agreement constitutes a complete adjustment of the property rights, and all other rights, of the parties. If either party fails or refuses to execute any such documents, then this Agreement itself shall constitute: a full, present, and effective transfer, assignment, and conveyance of all rights designated in this Agreement, and a full, present and effective waiver of all rights relinquished and waived under this Agreement.

2. Mutual Release.

Except as provided herein, each of the parties forever waives, quitclaim, and relinquishes all rights of dower, homestead, and other property rights and claims now existing, or existing in the future, as husband, wife, widower, widow, or otherwise (by reason of the marital relationship between the parties), against any property now owned, or owned in the future, by either party, under any present or future law of any state, the United States of America, or any other country.

Except as provided herein, each of the parties forever waives, quitclaims, and relinquishes the right to act as administrator of the estate of the other party, and to inherit by intestate succession any of the property of which the other party may die seized or possessed (should either of the parties die intestate). This Agreement shall operate as a relinquishment of all right of the surviving party to apply for letters of administration in any form. The estate of the deceased party, if intestate, shall descend to the heirs at law of the deceased party as though the parties had never been married. Each of the parties reserves the right to dispose, by testament or otherwise, of their property in any way they may see fit, without any restriction or limitation. This provision shall not operate, nor shall it be construed to operate, as a waiver or release by either party of the obligation to fully comply with the terms of this Agreement.

Each party agrees for themselves, their heirs, personal representatives, grantees, devisees, and assigns they shall not at any time in the future sue the other, their heirs, personal representatives, grantees, devisees, or assigns, for the purpose of enforcing any

or all of the rights specified and relinquished under this paragraph, except any right to sue to enforce the unexecuted provisions of this Agreement against the estate of the other to fulfill the obligations within this Agreement. Each party agrees in the event any suit shall commence, this release, when pleaded, shall constitute a complete defense to any such claim or suit so instituted by either party.

The rights of either party as beneficiary or otherwise in and to any contract or policy of insurance on the life of the other party are hereby terminated, and any such contracts or policies of insurance shall hereafter be payable to the estates of the respective parties or to such other person or persons as they may hereafter designate beneficiary thereof.

3. Modification of Agreement.

At any time hereafter, the parties may amend this Agreement only by mutual agreement between them. Both parties must reduce to writing, date, and sign any amendments; and, the amendment must state its intent to alter or amend this Agreement. The parties cannot make any oral agreement which modifies or waives any terms or conditions of this Agreement. This Agreement shall be construed under the laws of the State of Illinois.

4. Incorporation of Agreement into Judgment.

If the Court enters a Judgment of Dissolution of Marriage on behalf of either party, the parties agree they will submit this Agreement to the Court for its approval; and, if approved, the Court shall make this Agreement part of the Judgment for Dissolution of Marriage, thus merging it into the Court's Judgment itself. If the Court refuses to approve this Agreement as executed by the parties or to incorporate it into the Judgment for Dissolution of Marriage, this Agreement shall be null and void.

5. General Provisions.

This instrument contains the whole, entire, and complete agreement between the parties. Each party has fully examined each part of this Agreement. Each party believes this Agreement is fair, just and equitable in all respects.

No inference, assumption, or presumption shall be drawn if a party or a party's attorney prepared and/or drafted this Agreement; it shall be conclusively presumed that the parties participated equally in its preparation and/or drafting.

This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, grantees, devisees and assigns of each of the parties.

KAM BPM

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

KIMBERLY MCLAUGHLIN

BERNARD F. MCLAUGHLIN

Gwendolyn J. Sterk
GOLDSTINE, SKRODZKI, RUSSIAN,
NEMEC and HOFF, LTD.
Attorney for Defendant
835 McClintock Drive, Second Floor
Burr Ridge, IL 60527
(630) 655-6000
Attorney No. 06199988

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. The Petition for Dissolution of Marriage filed by the Plaintiff is granted, and the parties are awarded a Judgment for Dissolution of Marriage. The marriage existing between the Plaintiff, BERNARD F. MCLAUGHLIN, and the Defendant, KIMBERLY MCLAUGHLIN, be and is dissolved.

B. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment and for consideration of reserved matters.

C. The Plaintiff is granted the use and right to resume her maiden name of: KIMBERLY CROTHERS, if she chooses

DATED: 6-27-12

ENTERED:

THE HONORABLE JUDGE

Gwendolyn J. Sterk
GOLDSTINE, SKRODZKI,
RUSSIAN, NEMEC & HOFF, LTD.
Attorney for Defendant
835 McClintock Drive, Second Floor
Burr Ridge, IL 60527
(630) 655-6000
Attorney No. 06199988

CERTIFICATION

I, PAMELA J. MCGUIRE, CLERK OF THE 12TH JUDICIAL CIRCUIT, WILL COUNTY, ILLINOIS, CERTIFY THIS TO BE A TRUE COPY OF AN ORIGINAL RECORD OF THIS CIRCUIT COURT.

SIGNED: Pamela J McGuire CLERK DATE 7/6/12

Town Center Bank HSA Interest Bearing Checking Account No.: xxx5213 Bernard McLaughlin (HSA Account)

ARTICLE X
PERSONAL INJURY CLAIM

KIMBERLY shall be assigned any award she obtains as a result of the pending personal injury claim resulting from two accidents ~~which occurred during the marriage, free and clear of any interest or claim of BERNARD~~. BERNARD has no obligation to pay for any medical expenses due to Rebecca A. Boros, DC for treatment related to said claims.

ARTICLE XI
RETIREMENT FUNDS

The parties agree that the following retirement funds exist:

Morgan Stanley Smith Barney IRA Account No.: xxx-xxxxC15 001 (Bernard McLaughlin, CGM IRA Custodian)	5/11	$202,282.52
ROI Media LLC 401(k) Plan	9/30/11	$2,941.17
Wells Fargo Advisors IRA Account No.: 5771-5331 Kimberly McLaughlin, FCC as Custodian	9/30/11	$2,817.07

60% to Kim.

BERNARD shall be assigned his ROI Media 401k funds and KIMBERLY shall be assigned her WELLS FARGO ADVISORS IRA, free and clear of any interest of claim of the other.

The balance in the IRA in BERNARD's name held at Morgan Stanley Smith Barney as of the entry of Judgment for Dissolution of Marriage shall be divided as follows: ~~62.5%~~ 60% to KIMBERLY and ~~37.5%~~ 40% to BERNARD, subject to income and losses to the date of distribution. The parties shall immediately execute any and all forms or letters of direction to divide said funds. In the event a Qualified Domestic Relations Order is necessary, both parties shall cooperate to effectuate same. BERNARD represents and warrants that no withdrawals or loans have been taken from said IRA account during these proceedings.

BF-M 60% to Kim

ARTICLE XII
BUSINESS

The parties stipulate and agree that BERNARD shall be assigned the marital business, known as ROI Media, LLC., free and clear of any interest or claim of KIMBERLY. BERNARD shall be solely responsible for any indebtedness, claim or any other expenses which relates to or is in the name of the business, ROI Media, LLC.. In the

Attorney No.: 06199988

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

IN RE THE MARRIAGE OF:	)	
	)	
BERNARD F. MCLAUGHLIN,	)	
	)	
Plaintiff,	)	
	)	
and	)	No. 10 D 1749
	)	
KIMBERLY MCLAUGHLIN,	)	
	)	
Defendant.	)	

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of June, 2012 by and between KIMBERLY MCLAUGHLIN (hereinafter referred to as "WIFE" or "KIMBERLY"), who resides in Will County, Illinois and BERNARD F. MCLAUGHLIN, (hereinafter referred to as "HUSBAND" or "BERNARD"), who resides in Will County, Illinois, states, as follows:

WITNESSETH:

WHEREAS, the parties were married on October 25, 1994, and that marriage was registered in Will County, Illinois.

WHEREAS, one (1) child was born, namely ANDREW a/k/a "DREW", born April 29, 1995. No other child were born to or adopted by the parties hereto and the Wife is not now pregnant.

WHEREAS, irreconcilable differences have arisen between the parties causing them to cease living together as husband and wife.

WHEREAS, Plaintiff has filed a Petition for Dissolution of Marriage in the Circuit Court of Will County, Illinois, known as Case No. 10 D 1749 and titled "In Re.the Marriage of BERNARD F. MCLAUGHLIN, Plaintiff, and KIMBERLY MCLAUGHLIN, Defendant." This cause is still pending and no judgment or other final order has been entered.

WHEREAS, both parties consider it in their best interests to settle between themselves all issues regarding: the custody and support of the child; the rights to all

Attorney No. 06199988

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

IN RE THE MARRIAGE OF:	)	
	)	
BERNARD F. MCLAUGHLIN,	)	
	)	
Plaintiff,	)	
	)	
and	)	No. 10 D 1749
	)	
KIMBERLY MCLAUGHLIN,	)	
	)	
Defendant.	)	

FILED
12 JUN 27 PM 4:05
CIRCUIT COURT
WILL COUNTY, ILLINOIS

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard on the Verified Petition for Dissolution of Marriage filed by the Plaintiff; the Plaintiff present and appearing by his counsel, EDWARD R. JAQUAYS of the law firm of THE LAW OFFICES OF EDWARD R. JAQUAYS, and the Defendant present and appearing by her counsel GWENDOLYN J. STERK of the law firm of GOLDSTINE, SKRODZKI, RUSSIAN, NEMEC AND HOFF, LTD., and, this Court having heard the evidence presented to it, the arguments of the parties, and being fully advised in the premises, finds, as follows:

1. This Court has jurisdiction of the parties to, and subject matter of, this cause.

2. At the commencement of this action, the Plaintiff and Defendant were domiciled in, and residents of, the State of Illinois and have actually resided in the State of Illinois for a period in excess of ninety (90) days immediately preceding the making of these findings.

3. Plaintiff and Defendant were married on October 25, 1994, and that marriage was registered with the Clerk of Oahu, Hawaii.

4. As a result of this marriage, one (1) child was born, namely ANDREW a/k/a "DREW", born April 29, 1995. No other child were born to or adopted by the parties hereto and the Wife is not now pregnant.

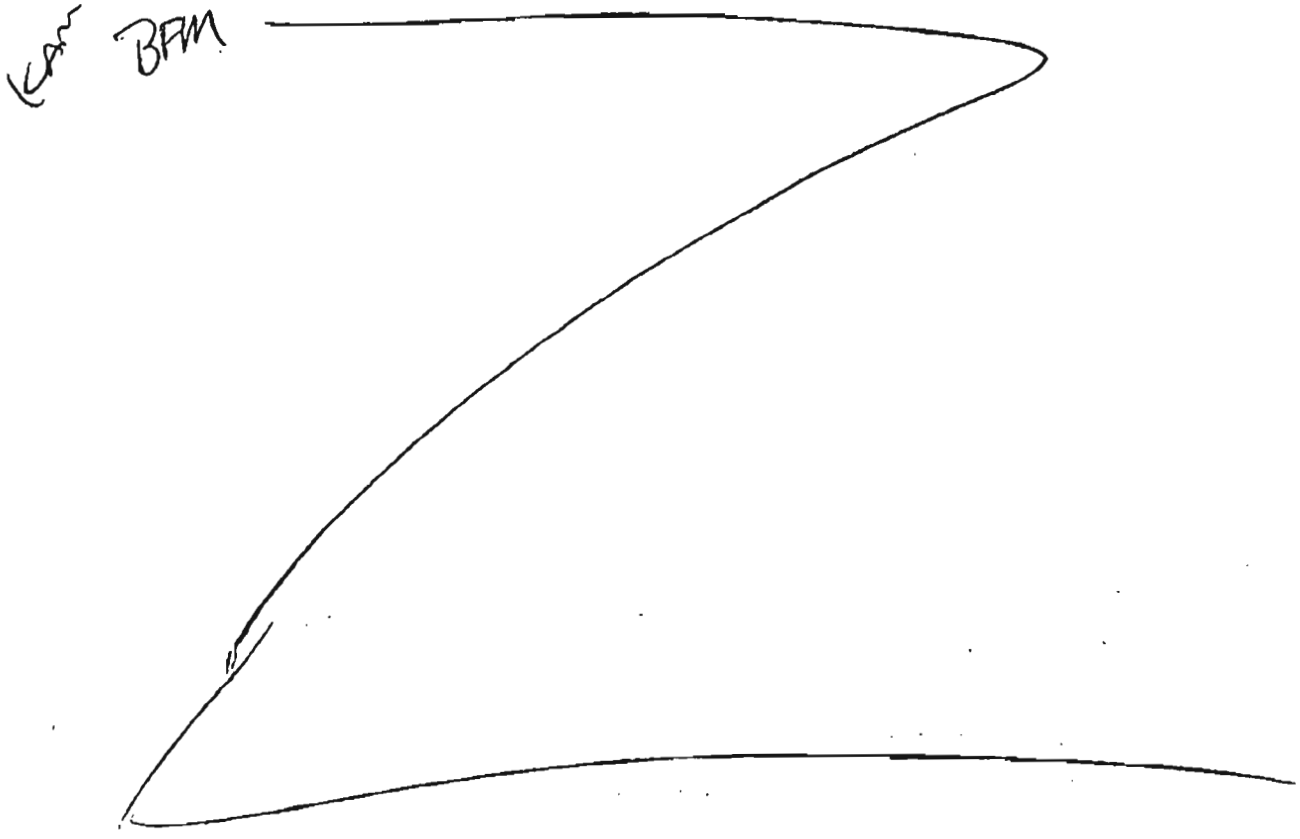
5. The parties have lived separate and apart for a continuous period in excess of ~~six (6) months and have executed a stipulation waiving the two (2) year separation period~~ two (2) years. Irreconcilable differences have caused the irretrievable breakdown of the marriage.

KAW BFM

The parties efforts at reconciliation have failed, and future attempts at reconciliation would not benefit the parties regarding their irreconcilable differences.

6. The parties have entered into a Marital Settlement Agreement, and considered it in their respective best interests to settle all matters in the pending litigation between themselves. The terms of the Marital Settlement Agreement concern questions of: identification of non-marital and marital property, the division of non-marital and marital property, maintenance, child support, child custody, and attorney's fees. This Court has reviewed the terms of the Marital Settlement Agreement and has found same to be fair and not unconscionable.

7. The Court has examined the proposed Marital Settlement Agreement, which the parties have submitted to the Court; the Court finds the parties entered into the Agreement freely and voluntarily; the Court finds the Agreement is not unconscionable, but fair, reasonable, and equitable under the facts and circumstances of this case; and the Court approves the Agreement, and reads the Agreement as attached hereto and made a part of this Judgment. The parties agreement is as follows:



property, whether marital, non-marital, real, personal, or mixed; the right of either party to receive maintenance from the other; and the payment of attorney's fees and court costs.

WHEREAS, BERNARD has employed and has had the benefit of counsel of EDWARD R. JAQUAYS of the law firm of THE LAW OFFICES OF EDWARD R. JAQUAYS, and KIMBERLY has employed and has had the benefit of counsel of the law firm of GWENDOLYN J. STERK of GOLDSTINE, SKRODZKI, RUSSIAN, NEMEC and HOFF, LTD. Each party represents to the other they have been fully advised as to their respective rights. Both parties expressly state they have freely and voluntarily entered into this Agreement with full knowledge of each and every provision contained herein, and the consequences thereof.

WHEREAS, each party has fully disclosed to the other all properties owned by them and the income derived from the properties and any other source of income. Each party has been fully advised to their rights to any incomes.

WHEREAS, each party states they have had explained to them: the legal rights and duties as between the parties; the extent this Court may order relief if called upon to decide this case as a contested matter; and, the legal effect of each provision of this Agreement.

NOW, THEREFORE, in consideration of the above, and the mutual and several covenants contained below, the parties freely and voluntarily agree between themselves, as follows:

ARTICLE I
MAINTENANCE

[redacted]

that there are no liens or encumbrances associated with the ownership of the cottage, the jet ski or the pontoon.

ARTICLE VI
VEHICLES

KIMBERLY shall be awarded the 2007 Lexus, free and clear of any right, title or interest of BERNARD. BERNARD shall further cooperate with KIMBERLY in executing any documents necessary to transfer the Title to KIMBERLY's name. BERNARD shall takes steps to deliver a clean title with no liens or encumbrances to KIMBERLY upon entry fo Judgment for Dissolution of Marriage.

BERNARD shall be awarded the 2000 Nissan Maxima and the 2006 Jaguar and shall be responsible for any and all debt associated therewith, and KIMBERLY waives all of her right, title and interest of said vehicles.

BERNARD shall be solely responsible for all expenses associated with the 20__ Mercedes SUV and said vehicle shall be maintained for the parties' son, ANDREW, by BERNARD. The vehicle shall be assigned to ANDREW and BERNARD shall have no financial interest in the vehicle. If the vehicle is sold, the funds shall be deposited into ANDREW's college fund unless otherwise agreed to by the parties.

ARTICLE VII
MEDICAL INSURANCE FOR THE CHILD AND UNCOVERED MEDICAL, DENTAL AND VISION EXPENSES

1. Obligations. The parties agree that BERNARD shall maintain medical insurance coverage on the minor child. BERNARD shall furnish KIMBERLY with evidence of coverage of the minor child. BERNARD shall provide KIMBERLY with any and all identification cards and prescription cards. In the event that KIMBERLY becomes employed and her employer offers health insurance coverage for the child, the issue of the coverage of medical insurance shall be reviewable. In the event insurance is no longer available to Bernard thru the current plan or employment* BERNARD shall pay all medical, dental, ophthalmology, orthodontia and psychology expenses incurred on behalf of the minor child not covered by insurance, until further Order of Court. The issue is reviewable as to both parties.

2. Duration of Obligation. The obligations under the above Paragraph shall commence upon entry of Judgment for Dissolution of Marriage, and shall continue, as to the child in question, until his emancipation as herein above defined, provided that if said child pursue college, university or vocational school education, then the obligation as set forth in this Paragraph shall continue until said child completes or discontinues the said educational pursuit, but in no event shall said obligation continue beyond the child's twenty-sixth (26th) birthday or for so long as the coverage is available and that the child remain a full-time student.

* the issue is reserved FOR BOTH PARTIES

ARTICLE XVII
ATTORNEYS' FEES AND COSTS

Both parties shall be solely responsible for the balance of their respective attorneys' fees and costs and hereby waive contribution one from the other. By Agreement of Plaintiff Payment to Atty Jennings shall be paid from Husband Proceeds upon Sale and/or his share of ARTICLE XVIII Quick Settlement Proceeds.

GENERAL PROVISIONS

1. Execution of Documents.

Each of the parties agrees to execute and acknowledge, upon demand by either party, any and all legal documents necessary and proper to transfer, convey, and release their interests in the property disbursed in this Agreement, as this Agreement constitutes a complete adjustment of the property rights, and all other rights, of the parties. If either party fails or refuses to execute any such documents, then this Agreement itself shall constitute: a full, present, and effective transfer, assignment, and conveyance of all rights designated in this Agreement, and a full, present and effective waiver of all rights relinquished and waived under this Agreement.

2. Mutual Release.

Except as provided herein, each of the parties forever waives, quitclaim, and relinquishes all rights of dower, homestead, and other property rights and claims now existing, or existing in the future, as husband, wife, widower, widow, or otherwise (by reason of the marital relationship between the parties), against any property now owned, or owned in the future, by either party, under any present or future law of any state, the United States of America, or any other country.

Except as provided herein, each of the parties forever waives, quitclaims, and relinquishes the right to act as administrator of the estate of the other party, and to inherit by intestate succession any of the property of which the other party may die seized or possessed (should either of the parties die intestate). This Agreement shall operate as a relinquishment of all right of the surviving party to apply for letters of administration in any form. The estate of the deceased party, if intestate, shall descend to the heirs at law of the deceased party as though the parties had never been married. Each of the parties reserves the right to dispose, by testament or otherwise, of their property in any way they may see fit, without any restriction or limitation. This provision shall not operate, nor shall it be construed to operate, as a waiver or release by either party of the obligation to fully comply with the terms of this Agreement.

Each party agrees for themselves, their heirs, personal representatives, grantees, devisees, and assigns they shall not at any time in the future sue the other, their heirs, personal representatives, grantees, devisees, or assigns, for the purpose of enforcing any

or all of the rights specified and relinquished under this paragraph, except any right to sue to enforce the unexecuted provisions of this Agreement against the estate of the other to fulfill the obligations within this Agreement. Each party agrees in the event any suit shall commence, this release, when pleaded, shall constitute a complete defense to any such claim or suit so instituted by either party.

The rights of either party as beneficiary or otherwise in and to any contract or policy of insurance on the life of the other party are hereby terminated, and any such contracts or policies of insurance shall hereafter be payable to the estates of the respective parties or to such other person or persons as they may hereafter designate beneficiary thereof.

3. Modification of Agreement.

At any time hereafter, the parties may amend this Agreement only by mutual agreement between them. Both parties must reduce to writing, date, and sign any amendments; and, the amendment must state its intent to alter or amend this Agreement. The parties cannot make any oral agreement which modifies or waives any terms or conditions of this Agreement. This Agreement shall be construed under the laws of the State of Illinois.

4. Incorporation of Agreement into Judgment.

If the Court enters a Judgment of Dissolution of Marriage on behalf of either party, the parties agree they will submit this Agreement to the Court for its approval; and, if approved, the Court shall make this Agreement part of the Judgment for Dissolution of Marriage, thus merging it into the Court's Judgment itself. If the Court refuses to approve this Agreement as executed by the parties or to incorporate it into the Judgment for Dissolution of Marriage, this Agreement shall be null and void.

5. General Provisions.

This instrument contains the whole, entire, and complete agreement between the parties. Each party has fully examined each part of this Agreement. Each party believes this Agreement is fair, just and equitable in all respects.

No inference, assumption, or presumption shall be drawn if a party or a party's attorney prepared and/or drafted this Agreement; it shall be conclusively presumed that the parties participated equally in its preparation and/or drafting.

This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, grantees, devisees and assigns of each of the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

KIMBERLY MCLAUGHLIN

BERNARD F. MCLAUGHLIN

Gwendolyn J. Sterk
GOLDSTINE, SKRODZKI, RUSSIAN,
NEMEC and HOFF, LTD.
Attorney for Defendant
835 McClintock Drive, Second Floor
Burr Ridge, IL 60527
(630) 655-6000
Attorney No. 06199988

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. The Petition for Dissolution of Marriage filed by the Plaintiff is granted, and the parties are awarded a Judgment for Dissolution of Marriage. The marriage existing between the Plaintiff, BERNARD F. MCLAUGHLIN, and the Defendant, KIMBERLY MCLAUGHLIN, be and is dissolved.

B. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment and for consideration of reserved matters.

C. The Plaintiff is granted the use and right to resume her maiden name of: KIMBERLY CROTHERS, if she chooses

DATED: 6-27-12. ENTERED:

THE HONORABLE JUDGE

Gwendolyn J. Sterk
GOLDSTINE, SKRODZKI,
RUSSIAN, NEMEC & HOFF, LTD.
Attorney for Defendant
835 McClintock Drive, Second Floor
Burr Ridge, IL 60527
(630) 655-6000
Attorney No. 06199988

CERTIFICATION

I, PAMELA J. MCGUIRE, CLERK OF THE 12TH JUDICIAL CIRCUIT, WILL COUNTY, ILLINOIS, CERTIFY THIS TO BE A TRUE COPY OF AN ORIGINAL RECORD OF THIS CIRCUIT COURT.

SIGNED: Pamela J McGuire pm CLERK DATE 7/6/12