Theodore Sliwinski, Esq. 45 River Road East Brunswick, NJ 08816 Attorney for Plaintiff (732) 257-0708

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PATTY PLAINTIFF,

PLAINTIFF,

SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION - FAMILY PART MIDDLESEX COUNTY DOCKET NO. FM.

V.

DUAL JUDGMENT OF DIVORCE INCORPORATING THE PROPERTY SETTLEMENT AGREEMENT

DANNY DEFENDANT,
DEFENDANT.

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THIS MATTER having come before the Court for an uncontested hearing in the presence of Samuel Shyster, Esq., attorney for defendant, Danny Defendant and Theodore Sliwinski, Esq., attorney for plaintiff, Patty Plaintiff, upon a Complaint for Divorce and Counterclaim for Divorce and proofs in open Court, and the parties having entered into a Property Settlement Agreement, and it appearing the plaintiff and defendant were joined in the bond of matrimony on and having proven a cause of action as alleged in their pleadings, and no reasonable prospect of reconciliation exists; and

IT FURTHER APPEARING that at the time the within cause of action arose, plaintiff was a bona fide resident of this State and has ever since and for more than one year next preceding the commencement of this action, continued to be such a bona fide resident; and

IT FURTHER APPEARING that jurisdiction herein has been

acquired pursuant to the Rules of Court; and

IT FURTHER APPEARING that a certain Property Settlement
Agreement was entered into between the plaintiff and the
defendant, was submitted to this Court by counsel for the parties
and is annexed hereto and the parties having testified to their
understanding, and voluntary acceptance of said Agreement, and
further that it is fair and equitable;

IT IS thereupon, on this day of , 2006, by the Superior Court, Chancery Division, of the State of New Jersey; ORDERED AND ADJUDGED by virtue of the power and authority of this Court and of the acts of the Legislature in such cases made and provided, that the plaintiff, Patty Plaintiff and defendant, Danny Defendant, be and hereby are divorced from the bonds of matrimony from each other, for the cause aforesaid, and the said parties and each of them be and same are hereby freed and discharged from the obligations thereof and the marriage between the parties be and the same hereby is dissolved; and

IT IS FURTHER ORDERED AND ADJUDGED that the Property
Settlement Agreement between the parties hereto, a copy of which
is attached hereto, be and hereby is permitted by this Court to
be made a part of and is incorporated in this Judgment with the
understanding that the Court took no testimony upon and did not
pass upon the merits of said Agreement, except that the Court has
determined that both parties have voluntarily executed the
Agreement and that each has accepted the terms thereof as fair
and equitable; and

IT IS FURTHER ORDERED AND ADJUDGED that the parties have adequately addressed the issue of the standard of living and the

likelihood of maintaining a reasonably comparable standard of living as required by <u>Crews v. Crews</u>, 164 N.J. 11 (2000).

IT IS FURTHER ORDERED AND ADJUDGED that the parties are directed to comply with each and every obligation to which they have subscribed in the aforementioned written Property Settlement Agreement; and

IT IS FURTHER ORDERED AND ADJUDGED that the attorneys for plaintiff and the attorneys for defendant be and hereby are discharged as the attorney of record after 45 days from the date of this Judgment; and

IT IS FURTHER ORDERED AND ADJUDGED that all issues pleaded and not resolved in the Judgment are deemed abandoned. J.S.C.

J.S.C.