

Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court Department

Norfolk Division

Docket No. 04D 1529-DV1

Michelle A. Iagatta, Plaintiff

v.

Daniel Iagatta, III, Defendant

**JUDGMENT OF DIVORCE NISI**

All persons interested having been notified in accordance with the law, and after hearing, it is adjudged nisi that a divorce from the bond of matrimony be granted the said plaintiff for the cause of cruel and abusive treatment and an irretrievable breakdown of the marriage as provided by Chapter 208, section 1-B; and that upon and after the expiration of ninety days from the entry of this judgment, it shall become and be absolute unless, upon the application of any person within such period, the Court shall otherwise order. It is further ordered that:

1. The Plaintiff shall be the legal and physical custodian of the children: Daniel Iagatta, IV (d.o.b. September 30, 1993) and Dylan Iagatta (d.o.b. February 10, 1996).
2. The Defendant may see the children at the Brockton Visitation Center or other recognized visitation center as he may arrange. The Plaintiff shall cooperate with respect to any and all such visits, providing they are at reasonable times and places.
3. The Defendant may contact his sons by telephone 2 or 3 times weekly between 7:00 and 8:30 p.m. for 10-15 minutes each child, and may contact them by mail and e-mail, providing the content is reasonable.
4. The Defendant may participate in school events of the children and attend their sporting and other extra curricular, public events, providing the Defendant is appropriate in his behavior.
5. The Plaintiff shall provide to defendant copies of the children's school reports and keep

him informed regarding their children's health and providers.

6. The Defendant shall participate in the children's therapy, if any, from time to time as the therapist(s) may from time to time request.
7. The Plaintiff shall maintain the current medical insurance plan or an equivalent plan for the benefit of herself, the defendant, and the children, providing it is available to her through her employment at reasonable cost.
8. The Plaintiff shall be responsible for payment of the children's reasonable and ordinary uninsured routine medical and dental expenses.
9. Each party shall be responsible for his/her own uninsured medical and dental expenses.
10. The Plaintiff shall continue to receive the dependant benefits from Social Security on behalf of the children.
11. The Plaintiff shall pay to Defendant the weekly sum of \$100.00 as alimony during her lifetime, his lifetime or until he remarries, whichever is sooner. All such sums shall be deductible to payor and includable by payee for state and federal income tax purposes.
12. The Plaintiff shall have the children as her exemptions for state and federal income tax purposes.
13. The Defendant shall pay to Plaintiff the sum of \$1,600.00 in attorney's fees and \$780.00 in stenographer's fees as ordered on July 25, 2005 on or before August 31, 2006.
14. The Defendant shall pay to the Plaintiff the sum of \$25,000.00 towards her fees and costs in these proceedings on or before August 31, 2006.
15. The Defendant shall pay to Plaintiff the sum of \$127,000.00 as property division on or before August 31, 2006.

16. In the event, the Defendant timely pays Plaintiff or refinances the marital home in order to timely make the payments set forth in paragraphs 13, 14 & 15 above, the Plaintiff shall deed her interest in the home to him simultaneous with receipt of the funds from defendant or lender. In such event, the Defendant shall promptly record the deed.
17. If the defendant remains in the marital home, pursuant to Item #16 above, he shall pay the plaintiff as additional property division the sum of \$75,000.00 as follows: in the event the Defendant timely pays to the Plaintiff the payments set forth in paragraphs 13, 14, & 15 above and title transfers from Plaintiff to Defendant of her interest in the marital home, then, in such event, the Defendant shall pay to Plaintiff the said additional sum of \$75,000.00 when the property is sold or if title is transferred from defendant's name or when defendant no longer occupies the residence as his principal residence or on June 30, 2016, whichever is sooner. To secure this payment, the Defendant shall, simultaneous with the payment of Items 13, 14, & 15, execute and provide to Plaintiff a mortgage in recordable form with specific reference to this Judgment. If Defendant fails to do so, the Plaintiff may record this Judgment.
18. In the event the Defendant is either unable or unwilling to, or for any reason does not timely pay to Plaintiff the sums set forth in items 13, 14, & 15 above, then in such event, (1) the defendant shall vacate the marital home on or before September 30, 2006; and (2) the Plaintiff shall not deed her interest in the marital home to Defendant. The said marital home shall be listed and placed on the market as soon as possible after August 31, 2006 by the Plaintiff and sold for reasonable, fair market value and upon such terms and conditions as the Plaintiff shall in her sole discretion determine after consulting at least two (2) licensed real estate brokers in the area of the residence.

The net proceeds of the sale (after payment of the outstanding mortgage, legal fees related to the sale, real estate commission, if any, transfer tax, discharge recording costs, and other customary costs of sale) shall be divided equally between the parties. Notwithstanding, however, from Defendant's share, Plaintiff shall first be paid her fix-up costs, if any, reasonably necessary due to defendant's destruction, the order of July 25, 2005 (Items 13 & 14 above), \$25,000.00 towards her legal fees and costs in these proceedings and her reasonable and necessary legal fees and costs, if any, to enforce this Judgment.

In addition, to the extent that the Defendant has not then kept the monthly mortgage payment current, payment due to the date he vacates the premises (including late fees and penalties thereon, if any) shall be deducted from his share of the proceeds of the sale of the marital home.

19. Until such time as title is transferred to Defendant or Defendant vacates the marital residence, whichever the case may be, he shall be responsible for all bills associated with the home (including, but not limited to the mortgage, real estate taxes, utility bills, water and sewer bills, insurance and maintenance). All bills shall be timely paid and kept current. In the event the Defendant vacates the marital home, the cost of any reasonable and ordinary expenses associated with the marital home incurred from the date of his departure to the time of sale shall be divided equally by the parties.
20. In the event the Defendant vacates the marital home, he shall leave the property in good order and repair, having repaired any damage done prior to his departure and replacing any cabinet doors he caused to be removed.
21. Each party shall be responsible for his/her own debts and expenses except as hereinabove set forth.
22. The parties shall each pay his/her share to Jeanne Plantz, LICSW for any outstanding sums due her as G.A.L. within 45 days the date of this Judgment. Otherwise, any unpaid amounts shall be taken from his/her share of the marital premises and paid either at the time title transfers from Plaintiff to Defendant or when the house is sold, whichever is sooner. Jeanne Plantz shall file with the Court her acknowledgment of receipt of payment in full upon receiving the money due.
23. Plaintiff shall retain her inheritance from her father, her IRA, 401K and her pension plan, and the joint IRA with A.G.Edwards. Defendant shall from time to time upon presentment execute whatever documents are necessary and required to effect this order.
24. The plaintiff shall retain any life insurance policies owned on defendant's life. Defendant shall within 45 days of the date of this Judgment transfer to plaintiff the title to any life

insurance policies he owns on his own life. Plaintiff may maintain any such policies for her own benefit and that of the children.

25. Defendant shall retain his interest in any trusts established since his accident for his benefit, his savings, checking and any pension and/or retirement accounts he has remaining.
26. Defendant shall retain 90% of any recovery/award received as a result of any claim in tort associated with the accident which caused his injury. Plaintiff shall receive 10% of any such recovery for her use first towards educational expenses of the children.
27. Until the youngest child is emancipated, the Plaintiff shall obtain and maintain life insurance with unencumbered proceeds not less than \$200,000.00 payable first to a trust for the benefit of the parties children.
28. The Husband shall within 10 days of this Judgment return to Wife her father's photograph in good condition.
29. Except as herein above, each party shall retain the personal property in his/her possession and control.

July 7, 2006

Date

  
Beverly Weinger Boorstein, Justice

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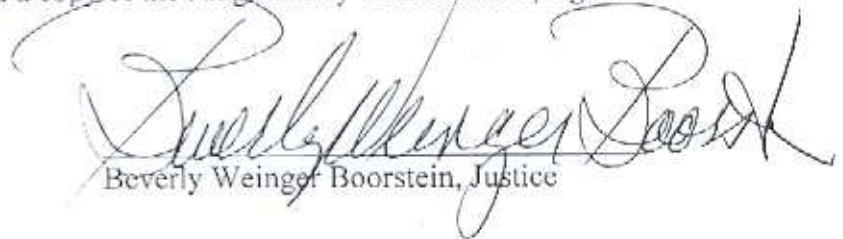
*SUA SPONTE ORDER*

This matter came on for hearing before the Court, BOORSTEIN, J. presiding, and after hearing, it is hereby ORDERED that:

This Court will not schedule or entertain any motion in connection with this case until after the Judgment is completed, mailed, and docketed.

The defendant shall be mailed a copy of the Judgment by certified mail, signature required, per his request.

June 28, 2006  
Date



Beverly Weinger Boorstein, Justice