

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND
FAMILY COURT

MARC I. SHULMAN,
Plaintiff,

vs.

LOIS A. SHULMAN,
Defendant,

CASEN
HON. JUDGE

OAKLAND COUNTY 09-763082-DM
JUDGE JOAN E. YOUNG
SHULMAN,MARC. v SHULMAN,LOIS.

WENDY R. LAMPERT (P38985)
Atty. For the Plaintiff
PO BOX 225
Keego Harbor, Michigan 48320
248-909-8324

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BY: *[Signature]*
DEPUTY COUNTY CLERK

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CONSENT JUDGMENT OF DIVORCE

At a session of said Court held in the Courthouse,
City of Pontiac, County of Oakland, State of Michigan

On: JUN 25 2010
PRESENT: HONORABLE JOAN E. YOUNG
FAMILY COURT JUDGE

This cause having been brought on to be heard, Plaintiff and Defendant having settled all issues regarding their pending Divorce action and said proofs having been taken in open Court by the Plaintiff, from which it appears to this Court that the material facts alleged in the Complaint are true, and that there has been a breakdown of the marriage relationship to the extent that the objects of matrimony have been destroyed and there remains no reasonable likelihood that the marriage can be preserved and the Court being fully advised in the premises. On motion of Wendy R. Lampert, atty.:

ABSOLUTE DIVORCE

IT IS HEREBY ORDERED that the marriage between the Plaintiff, Marc I. Shulman and the Defendant, Lois A. Shulman is dissolved and a divorce is hereby GRANTED.

CUSTODY

IT IS HEREBY ORDERED that the parties shall have joint legal and joint physical custody of the minor child of the parties, hereto, to wit: .

SARAH EMILY SHULMAN, DOB: 9/14/94, AGE 15

until said minor attains the age of majority or until further Order of the Honorable Court.

PARENTING TIME

IT IS HEREBY ORDERED that the parties shall work out parenting time and each parent is awarded reasonable and liberal parenting time including but not limited to weekdays, overnights, weekends, alternating holidays, vacations, Father's Day and Mother's Day or until the minor children obtain the age of majority, graduate high school or attain the age of 19 ½ if they are still in high school. The parties currently agree to the following schedule, *which they recognize must be flexible and they each will accommodate necessary exchanges as they may become necessary or arise:*

PARENTING SCHEDULE:

Father shall have:

***Regular weekends** : Every other weekend, overnight, Friday after school.-
Monday morning drop off at school. If child is not in school then mother picks up child
Sunday night by 9 pm.to mother's residence.

***Mid-week, non-overnight:** Every Wednesday after school until 9 :00 pm or
overnight if the minor child desires with drop off at school.

***Alternating Holidays:** even years beginning 2010; odd years it reverses:
Mother even years/Dad odd years: Memorial Day, Labor Day,
Father even years/ Mother odd years: Easter, 4th July, Thanksgiving Day
Mother even years/Dad odd years: 1rst night of Passover, 2nd night of
Rosh Hashannah, evening dinner that starts Yom Kippur, 2nd night of Channukah.
Father even years/Mother odd years: 2nd night of Passover, 1rst night of
Rosh Hashannah, Breakfast for Yom Kippur, 1rst night of Channukah.

X-Mas Vacation: In even years Mother has from the day school recesses for x-
mas vacation for the first half of vacation. Dad has balance of x-mas holiday, In odd
years it reverses: X-Mas vacation is determined by the school calendar beginning on the
day school recesses until the day school resumes: the number of days are counted and
divided as equally as possible.

Mid-winter school break: Even years Mother: Odd years Father.
Spring (Easter) school break: Even years Father: Odd years Mother.

*** Holiday weekends:** on Memorial Day, Labor Day, Thanksgiving, and if 4th of
July is on a Thursday, Friday, Sat., Sun. or Monday the parent who has the holiday has the
entire weekend.

***Father has:** Every Father's Day, Father's Birthday with minor child.

*** Mother has;** Every Mother's Day, Mother's Birthday with minor child.

*** Vacation:** Father and Mother shall have up to 3 non-consecutive weeks per
year vacation time except if either party is going out of town for a trip then any part of
their 3 weeks can be consecutive. This is in addition to the holiday times set forth above
with advance notice not to interfere with the other parent's Holiday rotation unless by
agreement.

*** Holiday and vacation parenting times** supercede regularly scheduled parenting
times except that neither parent shall have three weekends in a row. If this occurs due to
holidays then the parties shall exchange one regular weekend (which shall not be the
holiday weekend) so that this does not occur. Time set for the holidays should be the for
entire day.

1. Other than the above, the regular alternating weekend rotation stays the same.
2. Any other times by agreement of the parties.
3. If the parties cannot agree they may appoint a mediator or arbitrator and they shall share the costs.

CHILD SUPPORT

IT IS FURTHER ORDERED that the he Court and MSDU and the Plaintiff-husband shall pay child support to the Defendant-mother the sum of \$500.00 for the one minor child through MSDU and a Uniform Child Support Order shall be entered at the time of entry of the Judgment of Divorce and is incorporated by reference. Child support shall be paid until the minor child attains the age of 18, graduates high school, whichever is later but not beyond the age of 19 1/2 years or until further order of the Court. Child support shall commence on the last calendar day of the month following entry of the Judgment of Divorce. The parties have agreed to weight the spousal support and reduce the child support outside the guidelines for the purposes of the tax deduction to the Plaintiff.

IT IS FURTHER ORDERED that except as otherwise provided in Section 3 of the Support and Visitation Enforcement Act, being Section 552.603 of MCL, a support order that is part of a Judgment or is an Order in a domestic relations matter, is a Judgment on and after the date it is due, with the full force, effect, and attributes of a Judgment of this state, and is not on and after the date it is due, subject to retroactive modification.

DOMICILE/100 MILE RULE

IT IS FURTHER ORDERED that the domicile or residence of the minor children of the parties may not be moved more than 100 miles from the current residence of the minor child or removed from the State of Michigan without the approval of the Judge who awarded custody or his or her successor or written agreement of the parties, which shall be reduced to a consent order. Both parties shall promptly notify the Friend of the Court whenever said child is moved to another address until further order of the Court or the minor children attain the age of 18 yrs., graduates high school, whichever is later, but not beyond the age of 19 1/2 years or until further Order of the Court. The domicile of the minor child is with both parents. A parent whose custody or parenting time of a child is governed by the order shall not change the legal residence of the child except in compliance with section 11 of the Child Custody Act, MCL 722.31.

MEDICAL INSURANCE

IT IS HEREBY ORDERED that the current medical insurance for the minor child is maintained by the Plaintiff-Father, and he shall continue the minor child on his medical insurance he currently has or obtains as a benefit of his employment at no cost or at a reasonable cost until the minor child reaches the age of 18 yrs. or graduates from high school, which ever is later, but not beyond the age of 19 1/2 years or until further order of the Court. The Plaintiff shall pay all uninsured medical expenses for the minor child including medical, dental,

hospital, optical, pharmaceutical, psychological and orthodontic and any reasonable and necessary medical expenses itemized in the FOC guidelines. If Plaintiff obtains any medical insurance as a benefit of her employment at no cost then she shall add the minor child onto her policy.

MODIFIABLE SPOUSAL SUPPORT

IT IS FURTHER ORDERED that the Plaintiff-husband shall pay to the Defendant wife the sum of Three-Thousand Dollars (\$3,000.00) per month modifiable spousal support payments through MSDU and a Uniform Spousal Support Order shall be entered at the time the Judgment of Divorce is entered and is incorporated by reference. The spousal support shall be due on the last calendar day of each month for seven (7) years , which is (84) months, commencing on the last calendar day of the first full month after the date of entry of the Judgment of Divorce. Spousal Support shall terminate on the *earliest* of the following to occur: the death or remarriage or cohabitation of the Defendant-wife with an unrelated male or full payment of spousal support sums owed by the Plaintiff-husband to the Defendant-wife. Thereafter Plaintiff-husband shall have no further obligation to make spousal support payments for any reason or cause whatsoever and spousal support payments to the Defendant-wife shall be forever barred, the court shall not retain jurisdiction over spousal support and Defendant-wife waives her right to further petition the court for further spousal support, which is consistent with the case of Staple v Staple.

IT IS FURTHER ORDERED that all spousal support payments are tax deductible and excluded from the gross income of the Plaintiff-husband and are to be

reported to the taxing authorities as taxable gross income to the Defendant-wife pursuant to Sections 71 and 215 of the Internal Revenue Code, as amended, and neither party shall take any action or file any tax return that is inconsistent with this provision. Defendant-wife shall cooperate with executing all required documentation by the IRS for the purposes of Plaintiff-husband deducting said payments. This paragraph applies to the interim spousal support paid monthly of \$3,000.00/mo. beginning January 1, 2010.

IT IS FURTHER ORDERED that all interim support payments paid by the Plaintiff-husband to the Defendant wife shall be treated as Section 71 and 215 temporary spousal support for the purposes of Plaintiff-husband deducting the payments from his gross income and Defendant-wife reporting said payments as her gross income for the taxable year of 2010 during the pendency of the divorce and prior to the entry of the final Judgment.

Except as otherwise provided in Section 3 of the Support and Visitation Enforcement Act, being Section 552.603 of MCL, a support order that is part of a Judgment or is an Order in a domestic relations matter, is a Judgment on and after the date it is due, with the full force, effect, and attributes of a Judgment of this state, and is not on and after the date it is due, subject to retroactive modification.

COBRA

IT IS HEREBY ORDERED that the Defendant shall have the option of COBRA through Plaintiff's employer, if available, and Plaintiff shall pay the COBRA premium, only, or for comparable health insurance for the Defendant up

to a maximum of \$750.00/mo until Defendant dies, remarries, or if the Defendant-wife obtains a job that offers health care insurance then she shall participate in said plan and the Plaintiff shall no longer be obligated to pay for her insurance. If under the new Health Care Bill passed by Congress, Defendant can obtain reasonable health care coverage at a lower cost to the Plaintiff she shall participate. Defendant has the affirmative duty to complete the appropriate documents, timely, to exercise and effectuate health care insurance. Defendant is also responsible for all her own uninsured health care expenses, deductibles and co-pays.

These monthly medical insurance payments shall be treated as Section 71 and 215 payments for the purpose of deducting them from Plaintiff-husband's gross income and including them in Defendant-wife's gross income on there yearly tax returns. Defendant shall cooperate with executing the appropriate necessary IRS forms.

MUTUAL DOWER RELEASE

IT IS FURTHER ORDERED that the lands held by either party are free from any dower claim by the other party in lieu of the property each party receives in this Judgment of Divorce.

LIFE INSURANCE

IT IS FURTHER ORDERED that the parties have two whole life insurance policies; one at Midland Life ending in 94794 and a second policy at Jackson National Life ending in 95860, which insures the life of the Plaintiff. The policies shall remain in

effect and the Defendant-wife shall be the FIRST beneficiary on both policies for the death benefit and the parties four daughters: Julie Shulman, Rachel Shulman, Amy Shulman and Sarah Shulman shall be named as SECOND beneficiaries on both policies for the death benefit in the event that Defendant predeceases the Plaintiff.

Plaintiff shall fill out a new beneficiary designation form *after* entry of Judgment.

In the event, that the Plaintiff is deceased and the policies pay out death benefits to the Defendant-wife she shall take the necessary legal action by way of trust, will, or joint names with survivorship rights to insure that upon her death the balance of any unused death benefit or assets purchased with death benefit go to the parties four daughters even if she shall remarry.

Currently the premiums of both policies are being paid by the accrued policy cash value and shall continue in this manner until the cash value is completely used. Plaintiff shall keep the policies in force for (10) years from the date of entry of this Judgment of Divorce. If during the ten year term there is not enough cash value to maintain the premiums at their current rate then he shall be obligated to pay the premiums for the balance of the 10 year term. At the end of the 10 year term, he is no longer obligated to pay the premiums on the policies and his obligation terminates. The policies may be maintained by Defendant if she so chooses at her expense or at no expense if they are paid up policies in accordance with the terms of the policies.

STATUTORY INSURANCE PROVISION

IT IS FURTHER ORDERED that any rights of either party in any policy of

life, endowment, or annuity insurance of the other as beneficiary is hereby extinguished except as otherwise provided in this Judgment of Divorce above.

PROPERTY SETTLEMENT

IT IS FURTHER ORDERED that the Plaintiff, **MARC I. SHULMAN**, shall be awarded the following property free and clear of any claim of interest by the Defendant and he shall hold her harmless and indemnify her of any and all liability:

1. All personal property in his possession.
1. All household items and furnishings at his residence at 508 W. Brown, Birmingham, Michigan 48905 and any other items of his remaining at the marital home.
2. His Chase checking account and any other accounts in his own name.
3. 50% of the retirement accounts with Jackson National Life Annuity, UBS, and Comcast stock shall be equally split and rolled over into separate IRAS. If the Jackson National life Annuity cannot be split the parties shall maintain and equal interest in the value and divide equally any distributions from the annuity at the time of payout. Each party is responsible for the taxes on their respective annuity distribution.
4. His stamp collection and coin collection.
5. 50% of Stem Cell Growth Inc** see below.
6. All interest in Marc Shulman and Associates, PC.
7. His 2002 Land Rover for which he is responsible for all payments, insurance and registration.

8. 50% interest in the time share condo in Cancun and equal possession of the time share allotted vacation time until such time as Plaintiff buys out Defendant at FMV (she shall sign over her interest by a quit claim deed) or they decide to sell their interest to a third party by mutual agreement.

IT IS FURTHER ORDERED that the Defendant, **LOIS A. SHULMAN** shall be awarded the following property free and clear of any claim by the Defendant except as otherwise stated, herein,

1. Her personal property in her possession.
2. 100% of the equity in the marital home* and property located at 4838 Rolling Ridge Court, West Bloomfield, Mich. 48323 subject to the mortgage(s), utilities, taxes, insurance or any home equity loans, see separate paragraph below.
3. All household items and furnishings at the marital home located at 4838 Rolling Ridge Court, West Bloomfield, Michigan 48323 except those remaining items that belong to the Plaintiff or have been awarded to him.
4. Her checking account and any other accounts in her own name.
5. Upon entry of the Judgment of Divorce, the balance in the two joint Bank of America checking accounts.
6. The balance of the stock in Michigan National Bank and Flagstaff Bank.
7. 50% of the retirement accounts with Jackson National Life Annuity, UBS, and Comcast stock shall be equally split and rolled over into separate IRAS. If the Jackson National life Annuity cannot be split the parties shall maintain and equal interest in the value and divide equally any distributions from the annuity at the

- time of payout. Each party is responsible for the taxes on their respective annuity distribution.
8. 50% of Plaintiff's interest in Stem Cell Growth Inc as an economic interest, only.** see below.
 9. All interest in her real estate license and any pending real estate sales at the time of entry of the divorce for properties of third parties, which she is acting as an agent.
 10. Her vehicle in her possession, to wit: a 2007 leased Audi for which she is responsible for all payments, insurance and registration.
 11. 100% of her inheritance from her deceased parents.

MARITAL HOME: The Defendant-wife shall refinance the marital home and remove the Plaintiff's name from all indebtedness on the mortgage and home equity line no later than one year of entry of the Divorce Judgment or the date the minor child Sarah turns eighteen , whichever is later. At the closing of the refinance by the Defendant and removal of the Plaintiff's name from all indebtedness, he shall execute a quit claim deed transferring his interest in the marital home to the Defendant. The Defendant-wife shall be responsible for all indebtedness including but not limited to mortgage, taxes, insurance, home equity line, utilities and all maintenance on the marital home. She shall hold him harmless and indemnify him from any and all costs, indebtedness and liabilities of the marital home located at 4838 Rolling Ridge Court, West Bloomfield, Mich. 48323. If she becomes delinquent on any of the indebtedness in conjunction with the marital home or fails to timely refinance and remove Plaintiff's name from the mortgage(s) and home equity line then the marital home shall be listed for sale and immediately sold.

The Plaintiff shall deduct the property taxes paid for December 2009 due by the February 2010 and the Defendant shall deduct the property taxes, which she shall pay for July 2010 property taxes due by September 2010 on their 2010 tax returns. Plaintiff shall receive interest deductions for all mortgage payments made for the taxable year of 2010 through the date of entry of Judgment of Divorce. The Defendant shall receive interest deductions for all mortgage payments she makes after entry of Judgment of Divorce.

INTERESTS IN STEM CELL GROWTH, INC.: The Plaintiff is a shareholder in a start-up company called Stem Cell Growth, Inc., a Delaware company. He shall be awarded his stock interest of 25.5%. The Defendant shall be awarded a 50% economic interest, only, of Plaintiff's percentage interest, which equates to 12.75%. She shall not be entitled to stock, she shall have no voting rights and not be entitled to any assets or property of the company. She shall not be entitled to any portion of Plaintiff's compensation or fees for work performed by him for the company or repayment of loans he makes to the company. Her interest is strictly for net proceeds of monies distributed to the Plaintiff for any reason as a result of ownership of the stock such as profit or sale of the company.

DEBTS

IT IS FURTHER ORDERED that each party shall be responsible for debts incurred in their own name. Any joint credit card accounts shall be closed, forthwith. Any balances retained by either party shall be rolled over into an account in their own name. Each party shall responsible for any and all debts and liabilities attendant to any property awarded to them and pursuant to this Judgment of Divorce. They have the affirmative duty to maintain their own auto insurance. Defendant must

maintain the home owner's insurance on the marital home awarded to her.

ATTORNEY FEES

IT IS FURTHER ORDERED that each party shall be responsible for their own attorney fees for this divorce proceeding. Both attorneys shall have a lien on the property awarded to their respective client for any unpaid balances owed by their respective clients. Both attorneys are released from representation of their clients as of the date of entry of this Judgment of Divorce and a new contract must be executed for any post-judgment services.

PENSION

IT IS FURTHER ORDERED that the parties shall equalize their retirement accounts and split them equally 50/50, which shall be split in kind and not cashed out, if possible. This paragraph is to be interpreted *consistent* with the pertinent paragraphs regarding the annuities in the property award section of this Judgment of Divorce. If after entry of the Judgment a party chooses to cash in any stock, fund, annuity etc. that party shall solely be responsible for any taxes or penalties for the cash out. Each party shall be awarded any retirement benefits they may acquire after the date of divorce in the future free and clear of any claim by the other. Each shall sign the appropriate documentation required to effectuate this paragraph.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that the Court shall retain jurisdiction to interpret and enforce any and all provisions contained within this Judgment of Divorce and shall enter any post judgment Orders as necessary, however,

the court shall not alter the parties property division.

TAXES

IT IS FURTHER ORDERED that each party shall be responsible for their own taxes, interest, penalties due for errors for underreporting their income for any taxable year. If taxes are owed for any other reason for any years filed jointly the parties shall split the costs of any amounts owed and any costs to defend an audit.

DEPENDANT DEDUCTIONS

IT IS FURTHER ORDERED that the Plaintiff father shall have the daughters, *Amy Shulman and Sarah Shulman as dependent deductions on his tax returns* on a yearly basis so long as the children are eligible.

DISCLOSURE AND ACKNOWLEDGMENT OF PARTIES

IT IS FURTHER ORDERED that this Judgment of Divorce is based upon the representations of each party that he/she has disclosed all of the assets and liabilities which may affect the other party. The parties are satisfied that each has made a full disclosure of their assets and have agreed to waive formal discovery.

IMPLEMENTATION

IT IS FURTHER ORDERED that each party shall cooperate and execute any and all documents necessary to consummate the terms and provisions contained within the Judgment of Divorce. Actual attorney fees and costs shall be awarded to either party having to petition the Court for enforcement due to non-compliance of this Judgment.

IT IS FURTHER ORDERED that a true copy of this Divorce

Judgment may be filed in the County Register of Deeds or any legal entity effectuating with full force and effect as to all property interests awarded in this Judgment.

MUTUAL RELEASE

IT IS FURTHER ORDERED that the parties release each other from any claims, including tort claims, that one party may have against the other, except this release shall not apply to failure to disclose assets and liabilities contained in the disclosure paragraph of this Judgment of Divorce.

HOLD HARMLESS/INDEMNIFICATION

IT IS FURTHER ORDERED that the parties shall hold each other harmless and indemnify each other for any financial obligation, expenses, costs and all liability sustained and/or that flow for all property awarded to each of them and for any debts they are responsible for paying.

BANKRUPTCY/NON-DISCHARGEABILITY

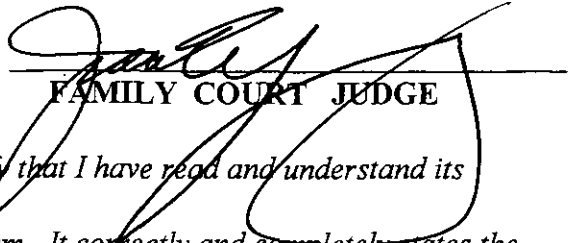
IT IS FURTHER ORDERED that neither party shall discharge any personal debt in bankruptcy proceedings that may adversely affect the other party. If a creditor attempts collection of a debt from a non-responsible party pursuant to the terms of this Judgment of Divorce the responsible party shall fully indemnify the non-responsible party. Spousal support and child support obligations are non-dischargeable in bankruptcy proceedings.

WAIVER OF 6-MONTH WAITING PERIOD

IT IS FURTHER ORDERED that the Court finds that it is in the best interests of the minor child to herein waive the Statutory six month waiting period to enter the

final Judgment of Divorce.

EXCEPT AS TO THOSE MATTERS WITH RESPECT TO WHICH THE COURT RESERVES JURISDICTION, THIS JUDGMENT RESOLVES ALL PENDING CLAIMS AND CLOSES THE CASE. (MCR 2.602).

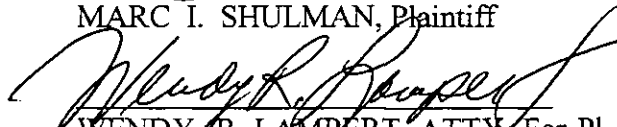

FAMILY COURT JUDGE

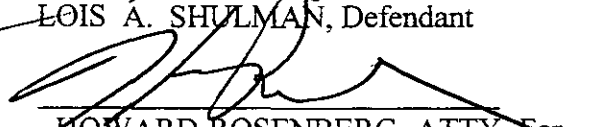
"In signing this Judgment of Divorce, I verify that I have read and understand its provisions and approve its substance and form. It correctly and completely states the terms I have agreed to. I understand that I am waiving my right to trial in this matter."

APPROVED:


MARC I. SHULMAN, Plaintiff


LOIS A. SHULMAN, Defendant


WENDY R. LAMPERT, ATTY. For Pl.
Df.


HOWARD ROSENBERG, ATTY. For