

PUBLIC RECORDS

REQUEST

for:

Bruce D. Spiewakowski

82 Center Rd.
Dudley, MA 01571

Worcester Probate
&
Family Court

Wednesday, 10/23/13

Public Records Request

Correspondence

from

Worcester Probate

&

Family Court

**Commonwealth of Massachusetts
The Trial Court
Probate and Family Court Department**

Worcester Division

Docket No. WO13D1205JP

Judgment Of Divorce Nisi Under M.G.L. Ch. 208, Sec. 1A

Bruce D. Spiewakowski
of **Dudley** in the County of **Worcester**

and

Pamela J. Spiewakowski
of **Dudley** in the County of **Worcester**

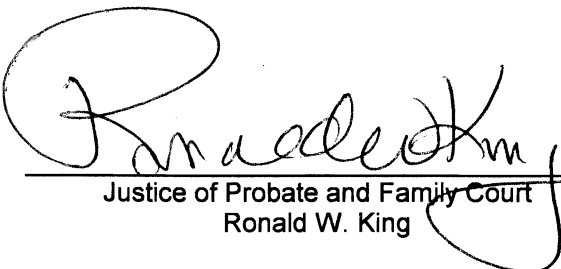
All persons interested having been notified in accordance with the law, and after hearing, it is adjudged nisi that a divorce from the bond of matrimony be granted the parties for the cause of irretrievable breakdown as provided by Chapter 208, section 1A and that upon and after expiration of ninety days from the entry of this judgment, it shall become and be absolute unless, upon the application of any person within such a period, the Court shall otherwise order. It is further ordered that the Separation Agreement attached hereto shall be incorporated into and made a part of this Judgment and shall survive independent of same, except as to provisions relating to the children which shall merge.

The Court makes the following further findings:

1. The agreement between the parties is voluntary and is not the product of coercion.
2. The agreement is fair and reasonable.
3. Both parties accept the agreement as a full and final division of marital assets.
4. The agreement makes proper provisions for custody, support and maintenance, alimony and disposition of marital property.

Dated: June 3, 2013

Absolute: September 3, 2013


Justice of Probate and Family Court
Ronald W. King

c.g.f

14
9/11/2013

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

Probate & Family Court

Docket No. 1301205JP

FLED APR 29 2013

SEPARATION AGREEMENT

This is an agreement between Pamela J. Spiewakowski of 82 Center Road, Dudley, Worcester County, Massachusetts *and* Bruce D. Spiewakowski of 82 Center Road, Dudley, Worcester County, Massachusetts, entered into this 17th day of APRIL, 2013 as part of our effort to obtain a divorce in an informed and peaceful manner.

Statement of Facts

We were married in Webster, Massachusetts on August 10, 1996. We have two children born to us from this marriage. We are the parents of Abigail Spiewakowski, born on November 18, 2000; and Brett Spiewakowski, born on February 19, 2003; hereinafter the "children". Bruce has a son from a previous marriage.

Serious and irreconcilable differences have arisen between us despite efforts to resolve such differences, and we each acknowledge there is an irretrievable breakdown of our marriage. We intend to file a joint petition for a no-fault divorce in the Worcester County Probate and Family Court. We desire by this agreement to settle between ourselves all rights and obligations arising from our marital relationship now and in the future and to provide for the care, custody, and support of the children.

We have jointly hired Polly A. Tatum, Mediation Advantage Services, as a neutral mediator to help us in the planning, negotiation, and preparation of this Agreement. At no time has she acted as an (attorney, therapist, or other professional) for either of us and we agree not to request her to testify or produce evidence in any hearing in connection with our mediation process. Each of us has had the right to consult with independent legal counsel of his or her own choice throughout the mediation process.

6/13

Each of us has provided the other with a complete disclosure of his or her current financial situation, including income, liabilities, expenses, and all assets. Each has answered any questions the other had concerning such financial disclosure, and each of us has relied upon all the information so provided in negotiating and accepting the terms of this Agreement.

Each of us has read, and each understands, all the provisions of this Agreement. We enter it freely and voluntarily, each believing its terms to be fair and reasonable. We intend to be bound by this commitment.

Objectives

In designing this Agreement we have defined for ourselves the following specific objectives:

1. The freedom of each to live his or her own separate life, wherever he or she wishes, while still remaining obligated to the other under this Agreement;
2. A legal and physical custody arrangement for the children which will provide them with the greatest opportunity for healthy development and allow each of us to be with them as much as possible with the minimum disruption for them;
3. Provision of adequate financial resources for the children and for each of us, consisting of appropriate children support and a sharing of their educational costs;
4. An equitable division of our property, taking into account its source as well as our own financial situations in the future;
5. A minimization of income, capital gain and other tax consequences for each of us; and;
6. A climate and mechanism for peaceful resolution of any future differences.

We have designed this Agreement to help us accomplish these goals.

ARTICLE ONE

The Children

- A. We shall have joint legal custody of the minor children, by which term we mean that we shall share equally the responsibilities and rights for making all major decisions concerning their education, welfare, and upbringing including counseling decisions. Prior to taking decisive action we shall confer with each other as necessary for this purpose, and shall throughout the life of this Agreement be guided primarily by our consideration of the best interests of the children. Neither shall change the religious upbringing of the minor children without the prior consent of the other parent.
- B. We recognize the value for our children of spending as much time as possible with both their parents and we are both committed to this purpose. We shall try to arrange our time with them so we interfere as little as possible with their schooling and extracurricular activities. We shall have shared physical custody of the minor children.
- C. The goal of the parenting plan is to give the minor children an equitable amount of access to both parents. Any changes to the plan will be discussed ahead of time and will always be governed by its potential positive or negative impact on the minor children.
- D. Every effort will be made to ensure that both parents have the opportunity to participate in the minor children's lives.
- E. **During the school year** the general parenting plan is that we shall share the week with the children in accordance to our work schedules to include as follows:
 - 1. Bruce shall have the minor children Tuesday and Wednesday after school and overnight.
 - 2. The children shall take the bus to Bruce's after school Thursday.
 - 3. Pamela shall have the children every Monday and Thursday, overnight.
 - 4. We shall alternate weekends, Friday to Sunday at 5 p.m.
 - 5. The minor children shall be with Pamela every Sunday at 5 p.m. overnight, unless there is a Monday holiday on a weekend with Bruce, then the children shall spend Sunday overnight with Bruce.

During the summer months the general parenting plan is that we shall share the week with the children in accordance to our work schedule to include as follows:

1. Bruce shall have the minor children Tuesday and Wednesday evenings overnight.
 2. Pamela shall have the children every Monday and Thursday overnight.
 3. We shall alternate weekends, Friday to Sunday at 5 p.m.
 4. The minor children shall be with Pamela every Sunday at 5 p.m. overnight unless there is a Monday holiday on a weekend with Bruce, then the children shall spend Sunday overnight with Bruce.
 5. In addition, Pamela shall have the children during the day on weekdays and we shall continue with the same parenting schedule as outlined for the school year for overnights.
- F. Beginning in 2013 and all years thereafter, the children shall be with Pamela on Mother's Day and her birthday and with Bruce on Father's Day and his birthday.
- G. Beginning in 2013 and all years thereafter, the children shall be with Bruce on Memorial Day weekend from Friday through Monday at 5 p.m.
- H. Beginning in 2013 and all years thereafter, the minor children shall be with Pamela on Labor Day weekend from Friday through Monday at 5 p.m.
- I. Beginning in 2013 and all odd years thereafter, the children shall be with Pamela on Thanksgiving Day.
- J. Beginning in 2014 and all even years thereafter, the children shall be with Bruce on Thanksgiving Day.
- K. Beginning in 2013 and all odd years thereafter, the children shall be with Bruce Christmas Eve overnight until noon on Christmas Day.
- L. Beginning in 2013 and all odd years thereafter, the children shall be with Pamela at noon on Christmas Day overnight.
- M. Beginning in 2014 and all even years thereafter, the children shall be with Pamela Christmas Eve overnight until noon on Christmas Day.
- N. Beginning in 2014 and all even years thereafter, the children shall be with Bruce at noon on Christmas Day overnight.
- O. Beginning in 2013 and all odd years thereafter, the children shall be with Pamela on New Year's Eve overnight and New Year's Day.

- P. Beginning in 2014 and all even years thereafter, the children shall be with Bruce on New Year's Eve overnight and New Year's Day.
- Q. Beginning in 2014 and all even years thereafter, the children shall be with Pamela on Easter.
- R. Beginning in 2015 and all odd years thereafter, the children shall be with Bruce on Easter.
- S. Bruce has an annual clambake and shall provide Pamela with a two-week notice so that the children shall be able to attend.
- T. We shall each be entitled to spend a minimum of ten consecutive days vacation with the children. We shall schedule these vacation periods with the other parent at least one month in advance. The children's activities and wishes in this regard shall be taken into account when this period is scheduled.
- U. We shall divide all holidays, birthdays, and vacations of the children in such manner as we agree in advance of the occasion. We shall be flexible in applying the foregoing schedule and holiday system, trying to promote the maximum contact with both parents with a minimum amount of disruption for us and the minor children.
- V. Each shall provide the other with reasonable notice prior to taking the minor children outside Massachusetts on any trip over three days, and we shall consent before either takes the minor children out of school, such consent not to be unreasonably withheld. We shall renegotiate the parenting arrangements defined in this article if either parent moves outside Massachusetts. Neither parent shall remove the minor children permanently outside of Massachusetts without the consent of the other parent or approval from the court.
- W. The parent who is with the minor children shall make all day-to-day decisions concerning them, without consulting the other. Each of us shall have the right to make decisions regarding emergency medical treatment of the minor children when they are with that parent. Each of us will notify the other promptly if a minor child becomes seriously ill or there is a need of emergency medical treatment while the minor children are with one of us. For this purpose, each will always be sure the other person knows where the minor children are in the event of emergency.

ARTICLE TWO
Alimony and Child Support

Child Support

- A. Bruce shall pay child support to Pamela in the amount of \$300.00 per week. Child support payments shall be paid to Pamela via electronic transfer. In the event of a material and substantial financial change of circumstances, we shall review the amount of child support payments based on current information and/or from each parties' yearly W-2's and /or income tax statements and adjust child support. Such child support payments shall not be included by Pamela or deductible by Bruce for federal and state income tax purposes.
- B. The then current child support obligations of Bruce shall be re-negotiated if either or both of the children are primarily living with Bruce or Pamela. Such obligations shall be terminated upon the emancipation of the children.
- C. For the purposes of this Agreement a child shall be emancipated upon the first to occur of the following events in their life:
- (a) death,
 - (b) marriage,
 - (c) becoming full-time self-supporting other than during the summers and other vacation breaks from college,
 - (d) living independently of either parent other than during the summers and other vacation breaks from college,
 - (e) entering the military service,
 - (f) reaching 19 years of age or graduating from high school, whichever occurs first, unless the children plans to enroll as a full-time undergraduate student at a recognized college in which event upon reaching 23 years of age or graduating from college, whichever occurs first. We recognize a child emancipated before their age is 23 under c, d, or e may later revert to unemancipated status by attending college.

Dependency Exemptions

- A. Beginning in 2013 and all years thereafter, Bruce shall be entitled to claim Brett for the dependency exemptions for the federal and state income tax purposes.
- B. Beginning in 2013 and all years thereafter, Pamela shall be entitled to claim Abigail for the dependency exemptions for the federal and state income tax purposes.
- C. When there is one child left to claim for the dependency exemption, we shall alternate years.

Alimony

- A. Each party is able to provide for his or her own needs without any support or contribution from the other party.
- B. Each party currently receives income and incurs expenses at a level consistent with their financial statements.
- C. Each party waives alimony for past, present and future.

ARTICLE THREE

Health and Dental Insurance and Medical Expenses

- A. Bruce shall be responsible for maintaining his present group medical and dental insurance policy, or its equivalent, for the benefit of the children until the children achieve emancipation as defined previously or as long as they are eligible, so long as it is available through his employment.
- B. Bruce shall maintain his present group medical and dental insurance policy, or its equivalent, for the benefit of Pamela so long as it is available through his employment, until Pamela's death or her remarriage; or Bruce's death. Bruce agrees that he will not take or approve any action to cancel such insurance coverage. If at any time the coverage for Pamela is at an additional cost, Pamela agrees to be responsible for said cost.
- C. Each shall be responsible for his or her own medical and dental expenses not covered by insurance.
- D. We shall be equally responsible for any ordinary uninsured medical and dental expenses of our unemancipated children.

- E. We shall agree before incurring extraordinary uninsured medical and dental expenses for said children, such as orthodontia and cosmetic surgery. Such consent shall not be unreasonably withheld. We shall be equally responsible for the cost of any extraordinary medical and dental expenses agreed upon in advance of an unemancipated child.

ARTICLE FOUR

Life Insurance

- A. Bruce shall maintain Pamela as the beneficiary of at least \$350,000.00 of life insurance on his life until his retirement.
- B. Bruce shall not borrow against the insurance on his life so as to reduce the death benefit below the then current minimum amount and shall, upon request, provide Pamela proof of compliance with this article.
- C. Pamela shall maintain Bruce as the beneficiary of at least \$200,000.00 of life insurance on her life until the children are emancipated.
- D. Pamela shall not borrow against the insurance on her life so as to reduce the death benefit below the then current minimum amount and shall, upon request, provide Bruce proof of compliance with this article.

ARTICLE FIVE

College Educational Costs

- A. We hope our children will obtain a college education if they chose to do so. We expect our children to pay as much as they reasonably can of their college educational costs, using any earnings received during the preceding year, grants, scholarships, trust funds, or custodial accounts, bonds, loans, and other financial aid if possible. The term "educational costs" shall include college tuition, room and board, the cost of books, fees charged by the college.
- B. The parties agree and intend that they will consult with each other and our children at to reasonably determine the institution at which college or university study shall be pursued.
- C. We shall share the remaining educational costs after a child exhausts all financial aid and to the extent that we are financially able to do so at that time.

ARTICLE SIX

Division of Assets

We hereby represent that we have made full disclosure to the other party of our individual assets and liabilities.

We represent and state that we have each provided the other with a complete financial statement on forms provided by the Probate & Family Court of Massachusetts, pursuant to Mass. Supplemental Rules of the Probate & Family Court, Rule 401.

We further agree and stipulate that any intentional material misrepresentation by either one of us in the said financial statement shall constitute grounds for the other party to seek rescission of this Agreement or other equitable relief.

Real Estate

- A. We presently own as tenants by the entirety a house located at 82 Center Road, Dudley, Massachusetts (“the house”). We agree that Bruce shall retain “the house”.
- B. Bruce shall be solely responsible for the following expenses related to the real estate including, without limitation, the mortgage, interest, home equity loan, insurance, taxes and all expenses of operating and maintaining said real estate. Bruce agrees to hold Pamela harmless and indemnify therefrom.
- C. Bruce shall refinance “the house” no later than 60 days from the execution of this Agreement so as to remove Pamela as an obligor on all notes, mortgage, home equity loan, and other documents related to such real estate.
- D. Pamela shall execute, acknowledge and deliver a deed conveying to Bruce all of her right, title and interest in and to “the house” concurrent with the refinancing. Pamela hereby waives and releases any and all rights in such real estate that she may have or may hereafter acquire as spouse under the present and future laws of any jurisdiction.
- E. Within 3 days of refinancing, Bruce shall pay the lump sum of \$77,000.00 to Pamela in order to effectuate an equitable division of the marital home.
- F. Beginning in 2013, Bruce shall be entitled to claim the mortgage interest and property taxes for on “the house” for state and federal tax purposes.
- G. Neither owns any interest in other real estate.

Annuities, Retirement Plans, Bank Accounts and Other Assets

- A. Bruce currently owns a retirement account through Worcester County Retirement and the annuity portion is in the approximate amount of \$124,394.00. Bruce shall transfer 50% of the benefit accrued from the date of the Marriage until the date of the Divorce Hearing by way of a Qualified Domestic Relations Order prepared by a pension expert selected by mutual agreement of the parties, and the costs associated with dividing the retirement account shall be equally divided.
- B. Bruce currently owns a savings account through Unibank in the approximate amount of \$6,000.00 and we shall equally divide said account after paying our household bills and two credit card balances (Capitol One and Cabella).

Personal Property

- A. Bruce shall own, have and enjoy, independently of any claim or right of Pamela all personal property, household furnishings, and furniture in his possession or control as well as his motor vehicle (2007 GMC) and (2006 Forest River trailer) as shown on his financial statement.
- B. Pamela shall own, have and enjoy, independently of any claim or right of Bruce all personal property, household furnishings, and the furniture in her possession or control as well as her motor vehicle (2002 Ford Explorer) as shown on her financial statement.
- C. Each shall be free to sell, own, or enjoy his or her personal property as if we had not been married. All future acquired property shall remain the property of the person acquiring it.

Mutual Waivers

- A. Except as otherwise provided by the terms of this Agreement, Bruce expressly waives and relinquishes any and all claim, right, title and interest he may have, whether arising out of the marital relationship of the parties or otherwise, in and to any bank or investment accounts, certificates of deposit, trusts, securities, bonds, shares of stock, IRA, pension or profit sharing plans, inheritances, past, present or future, causes of action, receivables, uncollected fees, entity or entities or other form of property, either real or personal, held by the Pamela individually, or with others, or in any other form for the benefit of Pamela.
- B. Except as otherwise provided by the terms of this Agreement, Pamela expressly waives and relinquishes any and all claim, right, title and interest she may have, whether arising out of the marital relationship of the parties or otherwise, in and to any bank or investment accounts, certificates of deposit, trusts, securities, bonds, shares of stock, IRA, pension or profit sharing plans, inheritances, past, present or future, causes of action, receivables, uncollected fees, entity or entities or other form of property, either real or personal, held by the Bruce individually, or with others, or in any other form for the benefit of Bruce.

ARTICLE SEVEN
Debts and Credit Cards

- A. Pamela shall be solely responsible for the credit card debt listed on her financial statement.
- B. Bruce shall be solely responsible for the credit card debt listed on his financial statement.
- C. We have no other remaining joint debts or obligations. Each shall remove his or her name from the credit cards of the other.
- D. Each shall be solely responsible for the payment of any debt incurred by him or her after the date of this Agreement, whether by credit card or otherwise. If either is obligated to pay any part of the debt of the other, the person making such payment shall be entitled to be reimbursed by the other for such payment and any costs of collecting such payment, including reasonable attorney fees and other costs occasioned by the breach of this article.

ARTICLE EIGHT

Income Taxes

- A. We have filed jointly for our 2012 federal and state income taxes. We shall both be equally entitled to any income tax refund. Bruce shall be responsible for any income tax liability.
- B. We shall cooperate on any tax audits or investigations of prior joint returns, provided the person liable for any error or omission shall be solely responsible for any payment of the costs of such liability, including defending any audit or claim.

ARTICLE NINE

Execution of Documents

Whenever called upon to do so by the other, each shall immediately execute, acknowledge and deliver to or for the other without consideration any and all deeds, assignments, bills of sale, transfers of stock, assumptions of corporate liability or other instruments that may be necessary or convenient to carry out the provisions of this Agreement, or that may be required to enable the other to sell, encumber, pledge or otherwise dispose of the property now or hereafter owned or acquired by the other.

ARTICLE TEN

Waiver of Future Claims and Inheritances

We agree that neither will make demands or claims upon the other or the estate of the other for care, alimony, support or maintenance, or for any further real or personal property, other than those demands or claims created by this Agreement. We make this waiver knowing the possibility that we may inherit or otherwise acquire other property after the signing of this Agreement. This Agreement is a complete settlement of all claims which either has or may have to an equitable distribution of our marital property under Massachusetts General Laws chapter 208 section 34.

ARTICLE ELEVEN

Separation of Estates

- A. Except as otherwise provided in this Agreement, each hereby waives and releases any and all rights that he or she may now have or hereafter acquire as spouse under the present or future laws of any jurisdiction:
1. To elect to take against any will or codicil of the other party now or hereafter in force;
 2. To share in the other's estate in case of intestacy; and
 3. To act as Executor or Administrator of the other's estate.
- B. It is our intention that our respective estates shall be administered separately. However, nothing in this paragraph is intended to or shall constitute a waiver by either of the rights or claims he or she may have against the estate of the other by reason of a breach of this Agreement, a waiver by either of any testamentary provisions which the other may voluntarily make for him or her, or a waiver by either of rights against the estate of the other created by other provisions of this Agreement.

ARTICLE TWELVE

Resolution of Differences

We have entered this Agreement in a spirit of compromise, considering foremost the best interests of the children. If in the future we have a disagreement about how to interpret or apply this Agreement, we shall endeavor to resolve our differences by discussion ourselves. If we cannot agree, we shall attempt to arrive at agreement by using a neutral person as mediator, or through our respective counsel, if any. Neither shall petition a court to enforce or interpret the judgment in this case until we have first made these attempts at agreement in good faith.

ARTICLE THIRTEEN

Nature of the Agreement

- A. We have incorporated in this Agreement our entire understanding. We agree that there have not been made, and we have not relied on, any promises or representations other than those expressly set forth herein.

- B. In the event that any part of this Agreement shall be held invalid, such invalidity shall not invalidate the whole Agreement, but the remaining provisions shall continue to be valid and binding.
- C. This Agreement shall be construed and governed according to the laws of the Commonwealth of Massachusetts.

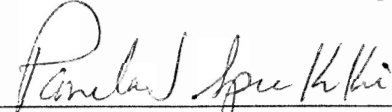
ARTICLE FOURTEEN
Enforcement of the Agreement

- A. The failure of either of us to insist in any instance upon the strict performance of any of the terms hereof shall not be construed as a waiver of such terms for the future, and the same terms shall nevertheless continue in full force and effect.
- B. If either shall commit a breach of any of the provisions of this Agreement and legal action shall be reasonably required to enforce such provisions and be instituted by the other, the person in breach shall be liable to the person who prevails in the court action for all court costs and reasonable attorney's fees incurred in instituting and prosecuting such action.

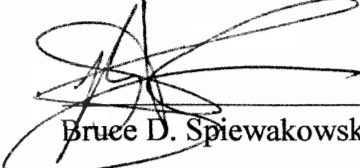
ARTICLE FIFTEEN
Status of the Agreement

At the hearing of the divorce, a copy of this Agreement shall be submitted to the court and we shall request that this Agreement be incorporated but not merged in the divorce judgment, so that it survives with its own independent significance, provided the Health Insurance provisions and all other provisions relating to the children shall merge in the judgment.

IN WITNESS WHEREOF, we have set our hands and seals as of the date written in the first sentence of this Agreement.



Pamela J. Spiewakowski



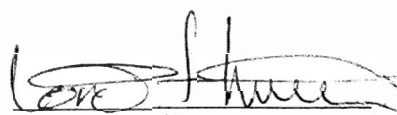
Bruce D. Spiewakowski

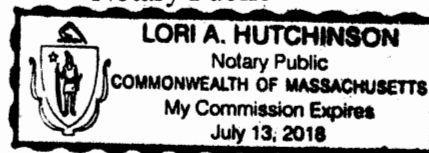
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 17 day of April, 2013, before me, the undersigned Notary Public, personally appeared Pamela J. Spiewakowski, and provided to me through satisfactory evidence of identification, which was Photo ID, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily as her free act and deed for its stated purpose.

Dated: 4/17/13


Notary Public



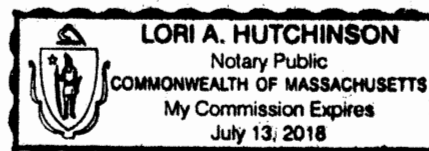
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 17 day of April, 2013, before me, the undersigned Notary Public, personally appeared Bruce D. Spiewakowski, and provided to me through satisfactory evidence of identification, which was Photo ID, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed for its stated purpose.

Dated: 4/17/13


Notary Public



Bruce D. Spiewakowski and Pamela J. Spiewakowski

This action came on for hearing before the Court,
 Honorable Ronald W. King, presiding
 and the issues having been duly heard, the Court makes the following
 Findings and Order

Worcester Probate and Family Court
 225 Main Street
 Worcester, MA 01608
 (508)831-2200

FINDINGS

- An irretrievable breakdown of the marriage of the parties does exist.
- An irretrievable breakdown of the marriage of the parties does **not** exist.
- The separation agreement executed by the parties does make proper provisions for:
 - Custody
 - Support and maintenance
 - Alimony
 - Disposition of marital property
- The separation agreement executed by the parties does **not** make proper provisions for:
 - Custody
 - Support and maintenance
 - Alimony
 - Disposition of marital property
- Upon entry of the judgment, the spouse may resume his/her former name of:

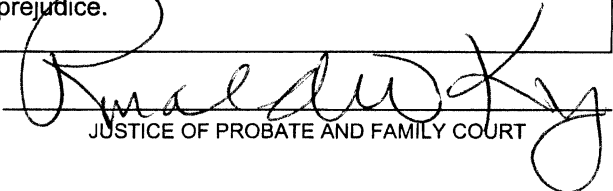
ORDER FOR APPROVAL

- The separation agreement executed by the parties is hereby approved as fair and reasonable and the same shall have the full force and effect of an order of the Court and is incorporated and merged in this order.
- The separation agreement executed by the parties is hereby approved as fair and reasonable and the same shall have the full force and effect of an order of this Court and is incorporated but not merged in this order and shall survive and remain as an independent contract.
- The separation agreement executed by the parties is hereby approved as fair and reasonable and shall have the full force and effect of an order of this Court and is incorporated but not merged in this order and shall survive and remain as an independent contract.
 - Except: for those provisions related to the children and health insurance which provisions shall merge and shall not survive.

ORDER OF DISAPPROVAL

- The Court hereby disapproves the agreement executed by the parties and the same is null and void and of no further effect. Judgment shall be entered dismissing this action without prejudice.

13 Date: May 02, 2013


 JUSTICE OF PROBATE AND FAMILY COURT

256813

CASE NO. 1301205 NAME Spiewakowski DATE 11/5/13

GROUND(S): 1A 1B C&A OTHER _____ COUNTERCLAIM _____

T.O. PATERNITY / 209C MODIFICATION CONTEMPT

MERGE SURVIVE SURVIVE (EXCEPT AS TO CHILDREN'S ISSUES WHICH SHALL MERGE) + health insurance

RESUME FORMER NAME OF NAME

CUSTODY:

LEGAL: J - M - F
PHYSICAL: J - M - F

VISITATION:

M - F REASONABLE UPON REASONABLE NOTICE

OTHER:

SUPPORT:

\$ _____ PER WEEK D.O.R./C.S.E.
 F.S.D.
 DIRECT INCOME ASSIGNMENT

INSURANCE:

M F
FOR: CHILD(REN) SPOUSE

~~MEDICAL
 DENTAL~~

UNINSURED MEDICAL AND DENTAL

M F 50/50

USE & OCCUPANCY OF MARITAL HOME:

M F

OPERATING CHARGES;

OTHER:

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court Department

Worcester Division

Docket No. 13D1205JP
FILED APR 29 2013

Joint Petition For Divorce Under M.G.L. Ch. 208, Sec. 1A

BRUCE D. SPIEWAKOWSKI and PAMELA J. SPIEWAKOWSKI
Petitioner Petitioner
of 82 CENTER ROAD of 82 CENTER ROAD
(Street and No.) (Street and No.)
DUDLEY MA 01571 DUDLEY MA 01571
(City or Town) (State) (Zip) (City or Town) (State) (Zip)

- Now come the Husband and Wife in a joint petition for divorce pursuant to Massachusetts General Laws, Chapter 208, Sec. 1A.
- The parties were lawfully married at WEBSTER MA on AUGUST 10, 1996 and last lived together at 82 CENTER ROAD on APRIL, 20 13.
- The minor child REN of this marriage and date(s) of birth is/are:
ABIGAIL M. SPIEWAKOWSKI 11/18/2000
BRETT D. SPIEWAKOWSKI 2/19/2003
- The parties certify that no previous action for divorce, annulment, affirmation of marriage, separate support, desertion, living apart for justifiable cause, or custody of child _____ has been brought by either party against the other except NA.
- On or about FEBRUARY, 20 13, an irretrievable breakdown of the marriage under M.G.L. Ch. 208, Sec. 1A occurred and continues to exist.
- Wherefore, the parties pray that the Court:
 - grant a divorce on the ground of irretrievable breakdown
 - approve the separation agreement executed by the parties
 - incorporate and merge said agreement executed by the parties
 - incorporate but not merge said agreement, which shall survive and remain as an independent contract
 - allow Wife to resume her former name of _____
 - _____

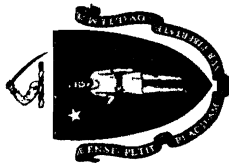
Date 4/24/13
Pamela J. Spiekthor
SIGNATURE OF WIFE OR ATTORNEY
82 Center Rd Dudley
(Print address if not pro se)

[Signature]
SIGNATURE OF HUSBAND OR ATTORNEY
82 CENTER ROAD DUDLEY
(Print address if not pro se)

Tel. No. (508) 282-7766
B.B.O. # _____

Tel. No. (508) 962-0426
B.B.O. # _____

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT FILED APR 29 2013



CERTIFICATE OF ATTENDANCE

presented to

Bruce Spiewakowski

for completion of the required approved parent education program.

Name of Program

Children Cope with Divorce
Jewish Family Service of Worcester, Inc.

Program Number

01-95WO-0003

Docket Number

Date April 22nd & 23rd 2013



Michael McGinnis LICSW



Katherine Kaiser LICSW

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court Department

Worcester Division

Docket No. 1301205JP

Parrela & Spiewakowski
Plaintiff/Petitioner

MOTION FOR

v.

DRB

Bruce D. Spiewakowski
Defendant/Respondent

FILED APR 29 2013

Now comes Bruce & Parrela, the plaintiff/defendant/petitioner/respondent,
(name of moving party)

in this action who moves this Honorable Court as follows:

To approve the enclosed
Domestic Relations Order.

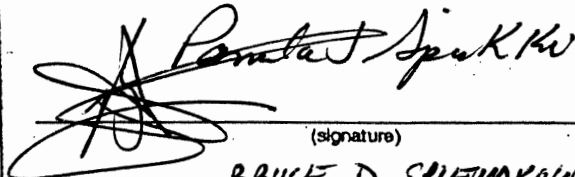
NOTICE OF HEARING

This Motion will be heard at the Probate & Family

Court in _____
(city)

on _____
(month/day/year)

at _____
(time of hearing)



(signature)

BRUCE D. SPIEWAKOWSKI
(PRINT name)

82 CENTER ROAD
(street address)

JUDLEY
(city or town)

MA
(state)

01571
(zip code)

Date: APRIL 24, 2013

Tel. No. (508) 962-6426

The within motion is hereby ALLOWED — DENIED.

Date

Justice of the Probate and Family Court

INSTRUCTIONS

1. Generally, refer to Mass.R.Civ.P./Mass.R.Dom.Rel.P. 6 and 7; Probate Court Rules 6, 29, and 29B.
2. If the opposing party is represented by an attorney who has filed an appearance, service of this motion MUST be made on the attorney.
3. Certificate of Service on Reverse side must be completed.
4. All motions shall be accompanied by a proposed order which shall be served with the motion.

9 CS

AFFIDAVIT DISCLOSING CARE OR CUSTODY PROCEEDINGS

JUDICIAL COURT OF MASSACHUSETTS



DOCKET NUMBER

Pursuant to Trial Court Rule IV

Name of Case: Spiewakowski

13D1205JP

<input type="checkbox"/> Boston Municipal Court	<input type="checkbox"/> District Court	<input type="checkbox"/> Juvenile Court	<input checked="" type="checkbox"/> Probate & Family Court	<input type="checkbox"/> Superior Court
Division	Division	Division	Division	Division

Section 1 I, Pamela, hereby declare, to the best of my knowledge, information and belief, that all the information on this form is true and complete: FILED APR 29 2013

Section 2 The name(s) of the child(ren) whose care or custody is at issue is (are):
A. Spiewakowski, Abigail B. Spiewakowski, Brett C. _____
(LAST, FIRST) (LAST, FIRST) (LAST, FIRST)
 Use only the letter appearing in front of the child's name above when referring to that child when completing the remaining sections.

Section 3 The party filing this affidavit may request certain addresses to be kept confidential if the address is a shelter for battered persons and their dependent child(ren), or the party filing this affidavit believes that he/she or the child(ren) is/are in danger of physical or emotional abuse, or the party is filing an action under G.L.c. 209A. If you believe that this provision applies to you, check box at right, complete sections 10 and 11 on the reverse side of this page and DO NOT complete sections 4 and 5 below.

Section 4 The address(es) of the above-named child(ren) whose care or custody is at issue in this case is/are:
 Address(es) Address(es) During Last 2 Years, If Different
 CHILD A. 82 Center Road, Dudley, MA
 CHILD B. _____
 CHILD C. _____

Section 5 My address is: 82 Center Road, Dudley, MA

Section 6 I have have not participated in and I know do not know of other care or custody proceedings involving the above-named child(ren) in Massachusetts or in any other state or country.

Certified copies of any pleadings or determinations in a care or custody proceeding outside of Massachusetts listed in sections 7 and 8 must be filed with this affidavit unless already filed with this court or an extension for filing these documents has been granted by this court.

Section 7 The following is a list of all pending or concluded proceedings I have participated in or know of involving the care or custody of the above-named child(ren):

Letter of Child	Court	Docket No.	Status of Case (Custody awarded to) (Date of award)	[W]itness [P]arty [O]ther [N]one
CHILD	_____	_____	_____	[]
CHILD	_____	_____	_____	[]
CHILD	_____	_____	_____	[]

Section 8 The names and addresses of parties to care or custody proceedings involving (any of) the above-named child(ren) or those claiming a legal right to this (these) child(ren) during the last two years (not including myself) are:

Letter of Child	Name of Party/Claimant	Current (or last known) Address of Party/Claimant
CHILD	_____	_____
CHILD	_____	_____
CHILD	_____	_____

Section 9 If the box at the right is checked, this affidavit discloses the adoption of one or more of the above-named child(ren) and I am requesting the court to impound this affidavit. See instructions.

This affidavit must be personally signed by the party listed in section 1 above, unless he/she is under 18 years of age or has been adjudged incompetent, in which case the attorney of record must sign. A revised affidavit must be filed with the court if new information is discovered subsequent to this filing.

Signed this 24th day of APRIL, 2013 under the penalties of perjury.
 X Pamela J. Spiewakowski Pamela J. Spiewakowski
SIGNATURE OF PARTY OR ATTORNEY OF RECORD FOR INCOMPETENT/JUVENILE PRINTED NAME OF PERSON SIGNING

ADDRESS OF ATTORNEY OF RECORD FOR INCOMPETENT/JUVENILE

THE PARTY FILING THIS AFFIDAVIT MUST FURNISH A COPY OF IT TO ALL OTHER PARTIES TO THIS ACTION.

4CS

To: Mr. Bruce Spiewakowski
82 Center Road
Dudley, MA 01571

Ed Berger & Company
3 SCHOOL STREET
BOSTON, MASSACHUSETTS 02108

From: Edward P. Berger
3 School Street
Boston, MA 02108

(617) 227-4900

Subj: Pension valuation for Bruce Spiewakowski from the
Warren Police Department / Retirement Group 4
employee.

Re: Spiewakowski vs. Spiewakowski

Date: April 17, 2013

FACTS:

1. Mr. Bruce Spiewakowski's date of birth is May 27, 1965, making him 47.89 years of age on the effective date of this analysis (4/17/2013).

2. Mr. Spiewakowski's date of employment (starting date) under the Massachusetts Public Employees Retirement System (Retirement Group 4) is approximately September 8, 1987 -- giving him a total of approximately 25.61 years of creditable service in the system as of 4/17/2013 -- (or he will have 27.72 years of service, as of 5/27/2015 (his age 50 projected retirement date)) -- (or he will have 32.72 years of service, as of 5/27/2020 (his age 55 projected retirement date)).

3. The Massachusetts Public Employees Retirement System is a contributory retirement system, governed by the Commonwealth's retirement law, Chapter 32 of the Massachusetts General Laws. If he were to terminate public employment anytime before reaching age 55, Mr. Spiewakowski might choose to receive a refund of all of his contributions plus interest (his "annuity account" balance, which was \$ 116,394.40 on 3/31/2012); but by so doing, he would also be relinquishing all claims to future retirement benefits. For those who are eligible to receive this "cash refund," it represents a minimum value of the accrued pension benefit.

4. His highest retirement allowance is provided by Option A (one of three options), where the amount of the annual benefit is given by the following formula:

Annual Retirement Benefit	=	Age factor (table)	X	Years of Creditable Service	X	Average (High 3) Salary
---------------------------	---	--------------------	---	-----------------------------	---	-------------------------

5. Age Factors - for members of Retirement Group 4

- .018 - for retirement at age 48,
- .020 - for retirement at age 50,
- .025 - for retirement at age 55 (or older).

Maximum Retirement Benefit = 80% of High-3 Avg Income
(Maximum will be reached at age 55 in Mr. Spiewakowski's case)

6. A participant in the Massachusetts Public Employees Retirement Program (who started after 1/1/78) may retire at any age with 20 years of service OR anytime after he/she has reached age 55, with a 10-year "years of service" requirement. In Mr. Spiewakowski's case, if he were to terminate employment on 4/17/2013, since he already has more than 20 years of service, he may retire immediately, if he wishes to. We shall consider three cases: (1) where he terminates service on 4/17/2013 and then retires on 5/27/2013, and (2) and (3) where he continues working under the Commonwealth of Massachusetts public employees retirement system until age 50 (5/27/2015), and until age 55 (5/27/2020), and retires at each of those ages (assuming that his 2012 income level grows at a 2% annual rate until those projected retirement ages). Therefore, we shall compute his retirement benefits and their present values for the following three cases:

Case I: He Terminates on 4/17/2013,
and then he Retires on 5/27/2013 (age 48);

Case II: He Terminates on 5/27/2015 (age 50),
average compensation grows at 2% vs. 2012,
and then he Retires on 5/27/2015 (age 50);

Case III: He Terminates on 5/27/2020 (age 55),
average compensation grows at 2% vs. 2012,
and then Retires on 5/27/2020 (age 55).

7. Using the formula given above and age factors given by the Massachusetts Public Employees Retirement Board (in 5 above), Mr. Spiewakowski's retirement benefits will be as follows:

Case I: He Terminates on 4/17/2013,

and then he Retires on 5/27/2013 (age 48),

ACCRUED Ret. Benefit = **\$ 3,321.48 / month**

Case II: He Terminates on 5/27/2015 (age 50),

average compensation grows at 2% vs. 2012,

and then he Retires on 5/27/2015 (age 50),

PROJECTED Ret. Benefit = **\$ 4,196.50 / month**

Case III: He Terminates on 5/27/2020 (age 55),

average compensation grows at 2% vs. 2012,

and then Retires on 5/27/2020 (age 55),

PROJECTED Ret. Benefit = **\$ 6,685.82 / month**

8. **EMPLOYMENT COVERTURE RATIO** (for PROJECTED Benefits cases - used to exclude the portion of benefits earned after 4/17/2013): Since Mr. Spiewakowski has earned 25.61 years of service (as of 4/17/2013) and since he will have earned 27.72 years (as of 5/27/2015), and 32.72 years (as of 5/27/2020), the Employment Coverture Ratios are as follows:

Ret. at age 50, Emp. Cov. = $25.61 / 27.72 = .92388$

Ret. at age 55, Emp. Cov. = $25.61 / 32.72 = .78270$

9. **MARITAL COVERTURE RATIO** (used to exclude the portion of benefits earned prior to the marriage, 8/10/96): Since the Spiewakowskis were married on 8/10/96 (16.69 years of service, up to 4/17/2013) and since Mr. Spiewakowski started working under the MGL Ch. 32 Retirement System on 9/8/87 (25.61 years of service, up to 4/17/2013) the Marital Coverture Ratio = $16.69 / 25.61 = .65170$.

10. **VETERANS SUPPLEMENT:** Since Mr. Spiewakowski IS NOT a veteran - he WILL NOT, therefore, be eligible to receive the veterans' retirement supplement (\$ 15 per year for each year of civilian employment up to a maximum of \$ 300 per year).

ASSUMPTIONS:

1. For the ACCRUED BENEFITS case (Case I), we shall assume that Mr. Spiewakowski terminates service with the Warren Police Department on 4/17/2013 and then retires on 5/27/2013 (at age 48).

2. For the PROJECTED BENEFITS cases (Cases II and III), we shall assume that Mr. Spiewakowski continues working for the Town of Warren until ages 50 and 55 -- and then retires on 5/27/2015, and 5/27/2020 respectively. We shall further assume that his 2012 income (regular compensation) grows at a 2% annual rate until the projected retirement dates.

3. Mortality rates used are from the 1984 Unisex Pension Mortality Tables with a 1-year setforward for males. The probability that Mr. Spiewakowski lives to age 48 (to start drawing the retirement benefits given above) is **1.0000**; that he lives to age 50 is **.98931**; and that he lives to age 55 is **.95237**.

4. The retirement benefits, given above, are for single life annuities. That is, the given monthly retirement benefits will be paid for as long as Mr. Spiewakowski lives; but after his death, no further payments will be made to his beneficiaries.

5. Lump Sum Equivalentents were calculated using the Pension Benefit Guaranty Corporation's (PBGC) Prospective Actuarial Tables -- Effective for Terminations on or after 12/1/80. PBGC current interest rate for immediate annuities is **2.25%**.

6. Social Security benefits are not included in any figures and/or calculations in this report.

7. We shall assume a post-retirement Cost-of-Living Adjustment (COLA) of 2% per year, on the first \$ 12,000 of retirement income. Cost-of-Living Adjustments require an action of the legislature every year; and although they have not been granted consistently for the past ten years, they do have a long history of being granted prior to that. So, on a long term basis, the assumption of a 2% COLA is quite conservative.

CALCULATIONS:

The "Lump Sum Equivalents" of the given monthly retirement benefits from a typical strong insurance carrier (Best's rating = A+), for single life annuities, are as follows:

	<u>LUMP SUM VALUES</u>		
	Case I	Case II	Case III
	Term 4/17/13	Term 5/27/15	Term 5/27/20
	Ret 5/27/13	Ret 5/27/15	Ret 5/27/20
	Ret. @ 48	Ret. @ 50	Ret. @ 55
	<u>ACCRUD BNFTS</u>	<u>PRJCTD BNFTS</u>	<u>PRJCTD BNFTS</u>
Projected Income Growth vs. 2012	n/a	2%	2%
Monthly Benefit (at start of retirement)	\$ 3,321.48	\$ 4,196.50	\$ 6,685.8
Annual Benefit	\$ 39,857.71	\$ 50,357.97	\$ 80,229.8
Cost-of-Living Adjustment (on first \$ 12,000 of retirement income)	2%	2%	2%
Lump Sum Value (before coverture and mortality adjustments)	\$ 876,843	\$ 1,031,825	\$ 1,394,621
Employment Coverture	1.0000	.92388	.78270
Probability of living to indicated age	1.0000	.98931	.95237
Lump Sum Value (after coverture and mortality adjustments)	\$ 876,843	\$ 943,092	\$ 1,039,578

2. The PRESENT VALUES of the above Lump Sums, at Mr. Spiewakowski's current age (47.89 years), assuming the Rates of Decline (discount rates) given below, are as follows:

	<u>PRESENT VALUES</u>		
	Term 4/17/13	Term 5/27/15	Term 5/27/20
	Ret 5/27/13	Ret 5/27/15	Ret 5/27/20
	Ret. @ 48	Ret. @ 50	Ret. @ 55
	<u>ACCRUD BNFTS</u>	<u>PRJCTD BNFTS</u>	<u>PRJCTD BNFTS</u>
Present Value	<u>\$ 873,000</u>	<u>\$ 866,883</u>	<u>\$ 782,617</u>
Marital Coverture	.65170	.65170	.65170
Present Value of portion earned during marriage	<u>\$ 568,934</u>	<u>\$ 564,947</u>	<u>\$ 510,031</u>

NOTE:

The STANDARD pre-retirement discount factors of the Pension Benefit Guaranty Corporation (PBGC STD), are determined as follows:

For first seven years preceding retirement,

$$\begin{aligned} \text{Discount Rate} &= \text{Primary Rate} - .75\% \\ &= 4.00\% \text{ (currently)} \end{aligned}$$

For next eight years preceding retirement,

$$\begin{aligned} \text{Discount Rate} &= \text{Primary Rate} - 2.00\% \\ &= 4.00\% \text{ (currently)} \end{aligned}$$

For remaining years preceding retirement,

$$\begin{aligned} \text{Discount Rate ALWAYS} &= 4.00\%, \\ \text{where Primary Rate} &= 2.25\% \text{ (currently)} \end{aligned}$$



Edward P. Berger

TOWN OF DUDLEY

Ora E. Nierodzinski
Town Clerk
Dudley, Massachusetts 01571
Tel. (508) 949-8004

MASSACHUSETTS
OFFICE OF THE TOWN CLERK



FILED APR 29 2013



The Commonwealth of Massachusetts
DEPARTMENT OF PUBLIC HEALTH
REGISTRY OF VITAL RECORDS AND STATISTICS
CERTIFICATE OF MARRIAGE

(State file number)

Dudley

(City or town making return)

This certificate must be delivered to the person before whom the marriage is to be contracted before he proceeds to solemnize the same

Registered No. _____

1 Place of Marriage _____

City or Town Webster
(Do not enter name of village or section of city or town)

2 Date of Marriage August 10, 1996
(Month) (Day) (Year)

Intention No. 36

3 FULL NAME GROOM Bruce Daniel Spiewakowski		12 FULL NAME BRIDE Pamela Jean Kaskewicz	
3A SURNAME AFTER MARRIAGE Spiewakowski		12A SURNAME AFTER MARRIAGE Spiewakowski	
4 DATE OF BIRTH May 27, 1965	5 OCCUPATION Police Officer	13 DATE OF BIRTH Sept. 4, 1970	14 OCCUPATION Hair Stylist
6 RESIDENCE NO. & ST. 1 Leo Avenue CITY/TOWN Dudley ST. MA ZIP CODE 01571		15 RESIDENCE NO. & ST. 1 Leo Avenue CITY/TOWN Dudley ST. MA ZIP CODE 01571	
7 NUMBER OF MARRIAGE (1st, 2nd, 3rd, etc.) 2nd	8 WIDOWED OR DIVORCED Div.	15 NUMBER OF MARRIAGE (1st, 2nd, 3rd, etc.) 1st	17 WIDOWED OR DIVORCED
9 BIRTHPLACE Webster Massachusetts (City or town) (State or country)		18 BIRTHPLACE Worcester Massachusetts (City or town) (State or country)	
10 MAIDEN NAME OF MOTHER Janice Estelle Bougourd		19 MAIDEN NAME OF MOTHER Donna Marie Daubney	
11 NAME OF FATHER Walter Francis Spiewakowski		20 NAME OF FATHER Paul Kaskewicz	
21 THE INTENTION OF MARRIAGE by the above-mentioned persons was duly entered by me in the records of the Community of <u>Dudley</u> according to law, this <u>22nd</u> day of <u>July</u> , 19 <u>96</u>			
COURT WAIVER Issued <u>July 30, 1996</u> by <u>Ora E. Nierodzinski</u> (Month) (Day) (Year) (City or Town Clerk or Registrar)			
22 I HEREBY CERTIFY that I joined the above-named persons in marriage at No. <u>United Church of Christ Fed.</u> St., (If marriage was solemnized in a church, give its NAME instead of street and number) <u>Webster</u> on <u>August</u> <u>10,</u> <u>1996</u> (Name of city or town) (Month) (Day) (Year)			
Signature <u>s/Prescott E. Grout</u> <u>Prescott E. Grout</u> (Print or type name)		Official station <u>Clergyman</u> (Minister of the Gospel, Clergyman, Priest, Rabbi, or Justice of the Peace)	
Residence No. <u>9 Healy Road</u>		St., City or Town of <u>Dudley</u>	
23 Certificate recorded by city or town clerk <u>August 14, 1996</u> (Month) (Day) (Year) <u>Ora E. Nierodzinski</u> CLERK OR REGISTRAR			

The foregoing is a true copy of the original certificate placed on file in this office and issued this date August 22, 1996.

A True Copy. Attest:

Ora E. Nierodzinski
Ora E. Nierodzinski, Town Clerk

Seal

2 03

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT

1301205JP

WORCESTER DIVISION

DOCKET #

REQUEST FOR TRIAL — PRE-TRIAL ASSIGNMENT

THIS FORM NOT TO BE USED FOR MARK-UP OF TEMPORARY ORDERS AND MOTIONS

Please assign for hearing:

Parola J. Spiewakowski
Plaintiff/Petitioner

v.

Bruce D. Spiewakowski
Defendant/Petitioner

Type of case: Divorce

Time required: 10 Minutes

Hearing at: Worcester

Uncontested

Contested

- Merits
- Custody
- Support
- Visitation
- 208, §34
- Other:

The following papers must be on file before cases can be assigned for hearing:

- Summons or Return of Service
- Marriage Certificate
- Statistical Form R-408
- Financial Statement (Supp. Rule 401)
- Affidavits of Both Parties (§1A Divorces)
- Notarized Agreement (§1A Divorces)
- Request for Interpreter Service

Has discovery been completed? Yes No Has this case been pre-tried? Yes No

I hereby certify that, in my opinion, this case is ready for trial.

Requested by:

Parola Spiewakowski
82 Centa Road
Dudley, MA 01571
(508) 282-7764

Opposing Counsel:

Bruce Spiewakowski
82 Centa Road
Dudley, MA 01571
(508) 962-6426

FOR REGISTER'S USE ONLY
ACTION

The above matter has been assigned for: _____ (Trial) _____ (Pre-Trial Conference) at
_____ AM / PM on _____, _____, at _____.

_____ Returned without action. Data incomplete. See above requirements.

Clerk's initials

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

Probate & Family Court

Docket No.

1301205 JP

FILED APR 29 2013

AFFIDAVIT OF IRRETRIEVABLE BREAKDOWN OF MARRIAGE

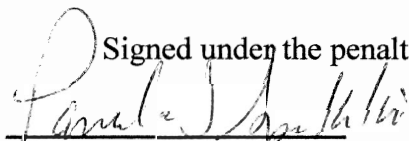
On this 17th day of APRIL, 2013 personally appeared petitioners Pamela J. Spiewakowski of Dudley, Worcester County, Massachusetts and Bruce D. Spiewakowski of Dudley, Worcester County, Massachusetts. We declare that:

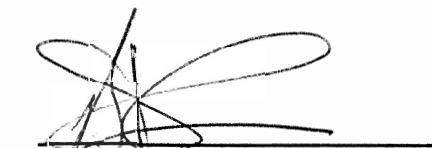
We are husband and wife and we have filed a Joint Petition for Divorce. We married in Webster, Massachusetts on August 10, 1996 and we lived together as husband and wife within Massachusetts from August of 1996 until April of 2013. We last lived together in Dudley, Massachusetts in April of 2013.

We have no doubt that our marriage is irretrievably broken down as of February of 2013; differences developed between us, such as different goals, objectives, needs inside of our marriage, outlook on life and attitudes; reconciliation and/or counseling will not be of help to us.

The Marital Separation Agreement that we entered into resolves all issues between us. As such, we respectfully ask that the court declare that the marriage is irretrievably broken and that we be granted a divorce. We also ask that our Marital Separation Agreement be approved.

Signed under the penalties of perjury.


Pamela J. Spiewakowski


Bruce D. Spiewakowski

5 CS

Retain for Proof of Payment
Worcester Probate and Family Court
225 Main Street
Worcester MA 01608

Receipt 67518

Date 04/29/20

13

Case Number W01301285JP

Description W01301285JP Spienakowski, Bruce D.
and Spienakowski, Pamela J.
Received From Spienakowski, Bruce D.

On Behalf Of Spienakowski, Bruce D.

Payment Type	Amount	Reference
CHECK	215.00	1356
Applied Type	Amount	
GENERAL REVENUE FUND	200.00	
SURCHARGE	15.00	

Change .00

Balance Due .00

Clerk CARLSON

Trans Date 04/29/20

0130 AM

000000