The foregoing instrument is a full, true and correct copy of the original on file in this office.
Attested March 17, 2018
Tracy L. Zuver Clerk of Common Pleas Court
By Deputy

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FILED
FULTON COUNTY
COMMON PLEAS COURT
2018 MAR 16 A 11: 17
TRACY L. ZUVER

DRM:bat
3/9/18

IN THE COMMON PLEAS COURT OF FULTON COUNTY, OHIO

Todd A. Graham 240 Westfield Drive Archbold, OH 43502	:	Case No. 16 DV 000176
Plaintiff	:	
-vs-	:	**FINAL JUDGMENT ENTRY**
Conetta L. Graham 1116 Smokewood Way Nashville, TN 37221	:	Bill Garrett Davidson County Batch# 84502 DEEDDIV 04/25/2018 10:05:40 AM 9 pgs Fees: $47.00 Taxes: $0.00 20180425-0038847
Defendant	:	

This cause came on for final hearing this 9th day of June, 2017, before Magistrate Richard L. Altman, to whom this cause was referred by the Honorable Judge Jeffrey L. Robinson, to hear the testimony of the witnesses, consider all evidence, and certify the findings and recommendations that make up the regular Judgment Entry which is to be approved by counsel under the provisions of Rule 53 and 75(a) of the Rules of Civil Procedure, on the Complaint of the Plaintiff, the Answer and Counterclaim of the Defendant, and the evidence.

Present in court was the Plaintiff, represented by his attorney, Daniel R. Michel, and the Defendant, represented by her attorney, Matthew O. Hutchinson.

After consideration of the evidence, the Court finds that Defendant has been duly served with summons and a copy of the Complaint, and the Plaintiff was served with a copy of the Counterclaim as required by law, which service is hereby approved; that Plaintiff is and has been

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for at least six (6) months immediately preceding the commencement of this action a bona fide resident of the State of Ohio and County of Fulton; that neither party is a member of the military service of the United States of America; that both parties have received notices of all proceedings herein; that Defendant is not currently pregnant; and that the Court has jurisdiction of the cause of action and the parties hereto.

The Court further finds that the parties were married on the 14th day of August, 1971, and three children have been born the issue of said marriage; all of whom are now adults and legally emancipated.

The Court further finds that the parties are incompatible, and that by reason thereof, each are hereby granted a divorce on the grounds of incompatibility.

The Court finds that the Magistrate issued his Decision on December 28, 2017. The Court further finds that fourteen (14) days have elapsed since the filing of said Magistrate's Decision, and that no objections thereto have been filed.

The Court, after reviewing said Decision, hereby adopts the findings and recommendations of the Magistrate as the Order of this Court.

It is therefore **ORDERED, ADJUDGED** and **DECREED** as follows:

1. That Plaintiff and Defendant be and they hereby are granted an absolute divorce from each other, and the bonds of matrimony heretofore existing between the parties are hereby severed and set at nought, and both parties are released from the obligations of the marital contract, except as herein stated.

2. The court hereby accepts and adopts as an ORDER of this Court the following STIPULATIONS entered into between the parties:

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A. The parties are the owners of a condominium located at 1116 Smokewood Way, Nashville, TN 37221. The parties stipulate that said property is entirely marital and that it shall be allocated to Defendant Conetta L. Graham; that they will jointly engage the services of Victor Andrews, a licensed and certified appraiser in the state of Tennessee, who will assess the fair market value of said residence, and then provide a certified report of his analysis. The parties stipulate that the Court may accept Mr. Andrews' findings into evidence, without the need of further testimony. The parties further stipulate that the mortgage balance as of the date of the final hearing is $79,493.00; this shall be assumed by Connetta L. Graham, and she will indemnify, save and hold Todd Graham harmless on this, and all other obligations associated with this residence, including but not limited HOA fees, real estate taxes, assessments, and insurance. Upon the full payment of the current outstanding mortgage, Todd Graham shall provide a Quit Claim deed to be prepared by the attorney for Connetta Graham..

B. The parties further stipulate and agree that the Defendant shall be awarded, free of any claim on the part of the Plaintiff, the following pensions with values as set forth:

(i) Michigan Public School Employees' Retirement System defined benefit pension with a fair market value as of May 26, 2016 of **$658,118.54**. This pension is currently in pay status, and generates monthly pension payments to the Defendant of $2,679.24. The above – stated fair market value was determined using cost of living adjustment of 2.479%.

(ii) State Teachers Retirement System of Ohio defined benefit pension with a fair market value of **$161,054.10** as of May 26, 2016.

(iii) The reduced present value of Defendant's Social Security benefits derived during the marriage is **$269,164.09** as of May 26, 2016.

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(iv) The full analyses and reports of the foregoing plans prepared by Pension Evaluators shall be admitted into evidence as joint exhibits for the Court's consideration without further need of authentication testimony.

C. The parties stipulate and agree that the Plaintiff shall be awarded, free of any claim on the part of the Defendant, the following pensions with associated values as set forth:

Todd's IRA 401K

(i) Farmers & Merchants State Bank 401(k) defined contribution plan with a fair market value as of June 1, 2017 of **$281,716.**

(ii) The reduced present value of Plaintiff's Social Security benefits derived during the marriage is **$548,787.81** as of May 26, 2016.

D. The parties will each retain his/her own Individual Retirement Account, free of any claim on the part of the other. The fair market value of Plaintiff's IRA as of June 1, 2017 is **$644,914.00**. The fair market value of Defendant's IRA as of June 1, 2017 is **$108,012.00.**

E. The allocation of motor vehicles shall be as follows: Defendant shall receive the 2008 Saturn Vue (**$2,500.00**), free of any claim on the part of the Plaintiff, free of any debt owing thereon; Plaintiff shall be allocated the 2014 Chevy Traverse (**$14,225.00**), free of any claim on the part of the Defendant, free of any debt owing thereon.

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F. The parties own 1,481 shares of Farmers & Merchants Bank stock, presently valued at $52 per share, for a total of $77,012. These shares are vested, and shall be allocated to Todd A Graham.

Todd's Stocks

G. Each party shall receive all personal property in his/her possession, free of any claim on the part of the other. For purposes of R.C. 3105.171, the parties agree that the value of said personal property is relatively equal and need not be considered further by the Court.

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H. The parties jointly own a condominium in the state of Michigan along with the Defendant's mother, now deceased. The Defendant and each of the Defendant's siblings shall be entitled to each receive the sum of **$7,500.00** from the sale proceeds as and for their share of their inheritance (the Defendant's share shall be deemed her separate property), with the balance of the proceeds divided equally between Plaintiff and Defendant (**$6,250 each** estimated).

3. It is the ORDER of the court that the stocks associated with the Farmers and Merchants State Bank restrictive stock agreement entered on August 15, 2014 (which became vested on August 15, 2017), are considered to be marital property subject to division pursuant to R.C. 3105.171. Based upon the stipulation that the stock would be valued at $51.90 per shares the value of the 2014 stock is hereby placed at a total value of $25,95[illegible]. This amount shall be added into the funds held in trust by Attorney Michel in the amount of $40,736.58, along with the accounts in Farmers and Merchants State Bank that are left to be divided containing approximately $21,000 to $22,000 in funds. Leaving what the Court determines to be approximately $87,686.58 to $88,686.58 (subject to the real values in the Farmers and Merchants State Bank accounts). Defendant shall receive 60% of those undivided sums based upon the Court's numbers approximately $52,611.60. Those funds are to be divided in the most expeditious manner, as determined by the parties. if the parties cannot on their own divide those funds, the Court will do so by separate order.

As to the restricted stock awards from Farmers and Merchants State Bank to the Defendant awarded in August 2015 and August 2016 (not yet vested), said awards are determined to be Plaintiff's non-marital property due to the speculative nature of said awards not being completed during the marriage. Accordingly, the August 2015 and August 2016 stock

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awards are determined to be the sole property of the Plaintiff, free of any claim on the part of the Defendant.

4. It is further ORDERED that the funds currently held in trust by attorney Daniel R. Michel, representing Plaintiff's net bonus ($40,736.58) shall be divided between the parties with the Plaintiff receiving 40% of said sum, and the Defendant receiving 60% of said sum.

5. The Court hereby awards to Defendant all credit card points associated with the Oxford credit card; however, Plaintiff may purchase said points from Defendant for the sum of $2,500.00. The court awards to the Plaintiff all of the credit card points associated with the parties joint General Motors credit card.

The parties are ORDERED to cooperate in the removal of the other's name and/or closing all joint credit card accounts, and to refrain from using the other party's credit. Further, the parties shall each assume responsibility for any charges incurred by him/her, and shall indemnify, save and hold the other harmless thereon.

6. It is further ORDERED that the parties shall divide all jointly held bank accounts, as such balances existed, as of December 1, 2017, with Plaintiff being entitled to forty percent (40%) of said sums, and Defendant being entitled to sixty percent (60%) of said sums. The parties STIPULATE and AGREE, that the total balance of said accounts as of said date is $30,476.28, and that Defendant's share of said accounts is therefore $18285.77. After reconciling all off-sets and credits for transactions occurring after December 1, 2017, it is determined that Defendant is entitled to the sum of $20,789.86 through January 31, 2018.

The parties are ORDERED to cooperate in the removal of the other's name and/or closing all joint bank accounts, and to refrain from the continued use of the other party's accounts. Further, the parties shall each assume responsibility for any debits incurred by him/her

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from said accounts after January 31, 2018; and shall indemnify, save and hold the other harmless thereon. Accordingly, the parties will cooperate in further reconciliation of said accounts until all joint accounts are fully separated and segregated.

7. Pursuant to 3105.18 the court ORDERS that Plaintiff shall pay directly to the Defendant the sum of $5,750.00 per month as and for spousal support effective as of December 1, 2017. This ORDER of spousal support shall continue until further order of this court. Said support shall be terminable upon the death of either party; re-marriage of Defendant, or Defendant's cohabitation with a non-related adult. It is further intended that this spousal support shall be considered "alimony" as defined by the Internal Revenue Code Section 71 (as it exists in December 2017) and as amended. As such, all of Defendant's spousal support payments received are intended to be fully included for tax purposes on the gross income of Defendant under Section 71(1)(B), and are intended to be fully deductible by Plaintiff for tax purposes under Section 215 of the Internal Revenue Code. If it is subsequently established, as a result of a final and binding judicial determination by the Internal Revenue Service, or a court of competent jurisdiction, or as a result in a change of governing laws, then if any or all of Plaintiff's spousal support payments are not deductible by him or included in Defendant's income, then this award of spousal support shall be considered subject to modification.

Spousal Support

It is further ORDERED that the Court shall retain jurisdiction over the issue of both the amount and duration of spousal support in this matter. As such, plaintiff's retirement shall act as an "automatic trigger point" for modification of spousal support.

8. It is further ORDERED that Plaintiff shall pay the sum of $3,000 as and for attorney fees incurred by Defendant over and above attorney fees incurred by Defendant prior to June 9, 2017.

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9. It is further ORDERED that the parties shall cooperate in the filing of their 2017 income tax return, and shall do so in the most economical and advantageous manner possible (i.e. married filing separate or married filing joint as determined by their tax preparer). The parties shall be equally responsible for the preparation fees and any net income tax obligation owing (after application of all refunds), and/or shall equally divide any net income tax refund due them (after accounting for all obligations owing).

It is further ORDERED that the parties shall separately file their 2018 income tax returns, and all income tax returns thereafter.

10. Within fifteen (15) days after journalization of this Entry, each party shall execute and deliver all deeds, conveyances, titles, certificates and other documents or instruments necessary and proper to effectuate the terms of this Decree. Upon the failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, this Decree shall operate as such conveyance, and the Clerk is directed to CERTIFY so much of this Decree as is necessary to effectuate such conveyances and the County Auditor, County Recorder, and any and all other public and private officials are hereby authorized and directed to accept the properly certified copy of this Decree in lieu of the document regularly required for such conveyance or transfer.

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11. Costs assessed equally between Plaintiff and Defendant.

Hon. Jeffrey L. Robinson, Judge

APPROVED:

ARTHUR LAW FIRM CO., L.P.A.

By: _____
Daniel R. Michel, 0066560
Attorney for Plaintiff

SHINDLER NEFF LLP

By: /s/Matthew O. Hutchinson via electronic approval 03-09-2018
Matthew O. Hutchinson
Attorney for Defendant