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Karen A. Yarbrough
Cook County Clerk
Date: 01/04/2022 08:06 AM Pg: 1 of 17

MEMORANDUM
Of
JUDGMENT

(For Recorders use only)

MEMORANDUM OF JUDGMENT

On November 9, 2021, Judgment was entered in the Circuit Court of Cook County, Illinois in the matter of DOMINIKA NAJDA and PAWEL NAJDA, Case No. 17 D 530641 consolidated with 17 D 530644, in favor of JOSEPH J. WALCZAK, P.C. of 12628 S. Harlem Ave., Palos Heights, Illinois 60463 and against PAWEL NAJDA of 10731 Lombard, Chicago Ridge, IL 60415 in the amount of THIRTY SIX THOUSAND EIGHTY EIGHT DOLLARS (\$36,088.00). A true and correct certified copy of said judgment entered on November 9, 2021 is attached hereto. On September 23, 2021, a Judgment of Dissolution of Marriage was entered in the Circuit Court of Cook County, Illinois, Case No. 17 D 530641 awarding PAWEL NAJDA an interest in the property located at 13032 S. Avers, Ct., Alsip, Illinois 60803. A true and correct copy of the Judgment is attached hereto and incorporated herein.

Property Address: 12032 S. Avers Ct.
Alsip, Illinois 60803

Property Identification No. 24-26-123-012-0000

Joseph J. Walczak

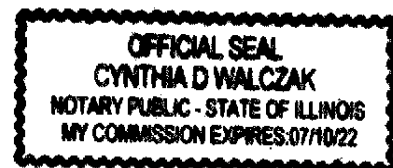
LEGAL DESCRIPTION: LOT 12 IN PINEVIEW SUBDIVISION OF THE NORTH ½ OF LOT 13 (EXCEPT THE NORTH 140.27 FEET AND EXCEPT THE SOUTH 70.2 FEET) IN BRAYTON FARMS NUMBER 2, A SUBDIVISION OF THE WEST 80 ARCES OF THE NORTH WEST ¼ OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF FOTO'S SUBDIVISION AND FIRST ADDITION TO FOTO'S SUBDIVISION, LYING NORTH OF THE NORTH LINE OF 120TH PLACE AS DEDICATED IN SAID SUBDIVISIONS, ALL IN PART OF SAID LOT 13, IN COOK COUNTY, ILLINOIS.

I, a Notary Public, state that Joseph J. Walczak signed this instrument for the purposes set forth herein. Subscribed and Sworn to before me this 16th day of November, 2021.

Cynthia D Walczak

Notary Public

Prepared by & Mail To:
Joseph J. Walczak, P.C.
Attorney At Law
12628 S. Harlem Ave.
Palos Heights, Illinois 60463
708-361-3390
joseph@josephwalczak.com



 Chicago Title

21 0291880P
Accom. ONLY

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EXHIBIT A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION

IN RE THE MARRIAGE OF:)
)
 DOMINIKA NAJDA,)
 Petitioner,) No. 17 DS 30641
 and) Consolidated with 17 D 530644
)
 PAWEL NAJDA,)
 Respondent.)

JUDGMENT

This cause coming to be heard before the Court via Zoom video on JOSEPH J. WALCZAK, P.C.'s Verified Petition for Entry of Consent Judgment for Legal Fees, Joseph J. Walczak, having appeared and PAWEL NAJDA having appeared and consented to this Judgment, and the Court being fully advised in the premises:

IT IS HEREBY ORDERED:

- Judgment is entered in favor of JOSEPH J. WALCZAK, P.C. and against PAWEL NAJDA for legal fees in the amount of \$36,088.00.

JUDGE

Judge D. Renee Jackson -2170

Dated: _____

Prepared by:
 Joseph J. Walczak
 Law Firm of Joseph J. Walczak, P.C.
 12628 S. Harlem Avenue
 Palos Heights, IL 60463
 708-361-3390



Agreed: _____
 Pawel Najda

ENTERED
Judge D. Renee Jackson -2170
NOV 09 2021
IRIS J. MARTINEZ CLERK OF THE CIRCUIT COURT OF COOK COUNTY, IL

Joseph J. Walczak Email: joseph@josephwalczak.com
 Pawel Najda Email: najdapde@gmail.com
 Dominika Najda: rainbowsugar64@gmail.com
 Diane Panos Email: dianec@panoslaw.com



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EXHIBIT B

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – DOMESTIC RELATIONS DIVISION

IN RE: THE MARRIAGE OF)

DOMINIKA NAJDA,)

and)

PAWAL NAJDA,)

Petitioner)
Judge)

ENTERED

No. 2017 D 530641

consolidated with

No. 2017 D 530644

SEP 23 2021

Respondent.)

IRIS Y. MARTINEZ
CLERK OF THE CIRCUIT COURT

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming to be heard on for trial upon the Petition for Dissolution of Marriage of the Petitioner and Respondent: the Petitioner, DOMINIKA NAJDA, after due notice failing to appear, and PAWAL NAJDA, appearing individually and through counsel, Joseph J. Walczak of the Law Office of Joseph J., P.C., and the Court having heard the testimony of PAWEL NAJDA in support of the allegations contained in his Petition for Dissolution of Marriage, and the Court having heard the testimony of the GAL, Noreen Daly, in this matter, and the Court having considered all the evidence and now being fully advised in the premises, finds that:

A. DOMINIKA NAJDA is held in default on July 15, 2021 for failure to appear and participate in this trial and her Petition for Dissolution of Marriage titled DOMINIKA NAJDA v. PAWEL NAJDA, Case No. 2017 D 530641 is hereby stricken, and PAWEL NAJDA's Petition for Dissolution of Marriage, titled PAWEL NAJDA v. DOIMINIKA NAJDA, 2017 D 530644 is granted.

B. This Court has jurisdiction of the parties hereto and of the subject matter hereof.

B. Petitioner and Respondent were domiciled in and a resident of the State of Illinois at the commencement of this action and has been so domiciled and maintained her residence for a period in excess of ninety (90) days prior to the making of these findings.

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C. The parties were lawfully married on September 24, 2011 in Burbank, Illinois, in the County of Cook, Illinois, where said marriage is registered.

D. Two (2) children were born to the parties as a result of their marriage, namely: Emilia, born in year 2012, and currently eight (9) years old; and Gabriela, born in year 2016, and currently five (5) years old. No other children were born to or adopted by the parties and DOMINIKA NAJDA is not now pregnant.

E. Petitioner and Respondent have not lived as husband and wife for a continuous period in excess of six (6) months and have met the six-month statutory separation requirement.

F. Irreconcilable differences have caused an irretrievable breakdown of the marriage, the parties' efforts to reconcile have failed and future attempts at reconciliation would be impracticable and not in the best interests of the family.

G. PAWEL NAJDA has proved the material allegations of his Petition for Dissolution of Marriage by substantial, competent and relevant evidence, and a Judgment for Dissolution of Marriage should be entered herein.

H. PAWEL NAJDA presented a Motion in Limine to this Court and after notice and a hearing at which DOMINIKA NAJDA was heard and testified, and DOMINIKA NAJDA was barred from introducing certain evidence at trial as set forth in Order entered July 8, 2021 (hereinafter the "July 8 Order") and said findings and ruling is incorporated herein by this reference.

I. The following facts were admitted into evidence at trial based upon DOMINIKA NAJDA's failure to respond to PAWEL NAJDA's Request to Admit at trial pursuant to the July 8, 2021 Order and DOMINIKA NADJA admits the following:

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1. Dominika Najda purchased the marital residence located at 12032 S. Avers Court, Alsip, Illinois 60803, PIN 24-26-123-0000 (hereinafter "the Marital Residence") while Dominika Najda was married to Pawel Najda.

2. Dominika Najda used her wages which she earned during the marriage and other marital funds as a down payment for the purchase of the Marital Residence.

3. Pawel Najda and Dominika Najda agreed not to put Pawel Najda on title to the Marital Residence at the time of purchase of the Marital Residence because Pawel Najda had pending lawsuit for a car accident against him.

4. Pawel Najda and Dominika Najda always contemplated that the Marital Residence would be their joint property and both would be joint and equitable owners of the Marital Residence.

5. Upon taking possession of the Marital Residence in September of 2012, Pawel Najda performed substantial work and made substantial improvements to the Marital Residence, including, but not limited to:

- A. Replaced and installed all outside windows with new windows.
- B. Replaced and installed new Garage Door, Front Entrance Door and Patio Door.
- C. Installed a bathroom in the basement.
- D. Installed new carpet and tile throughout the basement.
- E. Installed new lighting in the basement.
- F. Painted the entire house.
- G. Installed hardwood floor of approximately 700 sq. feet on first floor.
- H. Replaced and installed two new skylights.
- I. Installed new water heater, furnace and air conditioner.
- J. Replaced and installed 11 interior doors.
- K. Replaced and installed new trim throughout the first floor and basement.
- L. Installed recessed lights, ceiling fans, and light fixtures throughout the home.
- M. Installed Island in the kitchen.
- N. Installed concrete driveway and patio.
- O. Installed front and back landscaping.

6. Pawel Najda paid for all of the materials for the work performed to the Marital Residence in paragraph 5A-O heretofore, from his wages and earnings and the funds he spent on said materials which was at least \$40,000.

7. Pawel Najda performed his personal labor to complete the work described in paragraph 5A-O which would have cost at least \$70,000.00, in labor costs from professional contractors to complete the work set forth in paragraph 5A-O.

8. Pawel Najda improved the value of the Marital Residence by \$110,000.00 due to his personally making the improvements to the Marital Residence delineated in paragraph 5A-O.

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9. Pawel Najda's business known as PD&E Services, Inc. is defunct, has no assets and is of no value.

10. The 2015 Toyota Sienna which is titled in Pawel Najda's name is worth at least \$14,000.00

11. The Marital Residence has a current value of at least \$250,000.

12. Pawel Najda has no business interests and owns no real estate except that listed in his Financial Affidavit dated April 9, 2021.

J. PAWEL NAJDA timely served Trial Exhibits 1-30 upon DOMINIKA NAJDA in accordance with the Trial Order entered February 2, 2021 and DOMINIKA NAJDA did not file objections to the Trial Exhibits by June 30, 2021 and the Trial Exhibits 1-30 are admitted into evidence. PAWEL NAJDA's current paystubs are admitted into evidence pursuant to the Trial Order.

K. DOMINIKA NAJDA failed to timely file any Motions in Limine to bar witnesses and exhibits in accordance with the Trial Order.

L. PAWEL NAJDA testified as to the value of the house as approximately \$250,000 and the value of the Toyota Sienna has increased to at least \$20,000 in the current market.

M. The Court finds that the property and debt division contained in this Judgment, and the terms of this Judgment are fair and equitable under the circumstances; and

THE COURT HAVING CONSIDERED THE PLEADINGS ON FILE, THE TESTIMONY OF WITNESSES AT TRIAL, PAWEL NAJDA'S TRIAL EXHIBITS, THE GAL'S DRAFT PARENTAL ALLOCATION JUDGMENT, AND THE ARGUMENTS MADE AT TRIAL, and other relevant evidence, and

THEREFORE, ON MOTION OF THE ATTORNEY FOR PAWEL NAJDA, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

ARTICLE I DISSOLUTION OF MARRIAGE

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1.1 The parties are awarded a Judgment for Dissolution of Marriage and the bonds of matrimony between Petitioner, DOMINIKA NAJDA, and Respondent, PAWAL NAJDA, are hereby dissolved.

ARTICLE II MAINTENANCE

2.1 DOMINIKA NAJDA is a registered nurse, is fully able to support herself, has substantial earning capacity, has voluntarily ceased her employment, and any and all claims and rights of DOMINIKA NAJDA to maintenance and support from PAWEL NAJDA are hereby absolutely and forever barred, ended, and terminated.

2.2 PAWEL NAJDA is fully able to support himself and any and all claims and rights of PAWEL NAJDA to maintenance and support from DOMINIKA NAJDA are hereby absolutely and forever barred, ended, and terminated.

ARTICLE III ALLOCATION OF PARENTAL RESPONSIBILITIES

3.1 An Allocation of Parental Responsibilities and Parenting Plan as AMENDED on September 23, 2021 is incorporated herein (the "Allocation Judgment").

ARTICLE IV CHILD SUPPORT & OTHER CHILD-RELATED EXPENSES

4.1 **Child Support.** PAWEL NAJDA (sometimes referred to herein as "FATHER") shall pay to DOMINIKA NAJDA (sometimes referred to herein as "MOTHER") the sum of \$53.46 per month as and for child support commencing September 23, 2021 Said support shall be paid through the state disbursement unit. As MOTHER failed to provide exhibits and her recent income, and is in default of this cause, the Court based child support upon FATHER's current monthly income of \$4,972.00 and imputed MOTHER's monthly income in the amount of \$6,411.00 from her 11/2/2018 Financial Affidavit (Father's Ex. 21) and PAWEL NAJDA having

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167 overnights with the minor children in calculating support.

4.1A. OBLIGATION TO SEEK EMPLOYMENT: Both parents have an obligation to support the minor children. DOMINIKA NAJDA was ordered to seek employment in order entered in this cause on November 12, 2020 (Exhibit A to PAWEL NAJDA's Trial Exhibit 10). DOMINIKA A. NAJDA shall continue to seek employment and maintain a weekly job diary, and make at least 10 applications for employment each and every week. The job diary shall contain the following information at a minimum: 1) The date of the application; 2) the name and address of the employer; 3) the title of the position for which you applied; and 4) any response from the prospective employer to your application, including any receipt that you applied. DOMINIKA A. NAJDA shall also keep a record of any denials of employment, interviews of employment and offers of employment. DOMINIKA A. NAJDA shall provide PAWEL NAJDA with a copy of her monthly job diary *via* email at naidapde@gmail.com, or such other email he provides her in the future in writing, by 5:00 p.m. on the last day of each month until she obtains full-time employment.

4.2 Payment of Educational Expenses. See AMENDED ALLOCATION JUDGMENT.

4.4 Payment of Extracurricular Expenses. See the AMENDED ALLOCATION JUDGMENT.

4.5 Child Tax Dependency Exemptions. For purposes of federal and state income taxes, for so long as the parties' children can be claimed as dependent exemption (if they can be claimed per IRS regulations), DOMINIKA NAJDA shall claim Emilia every year and PAWEL NAJDA shall claim Gabriela every year beginning in tax year 2019. Both parties shall file any amended tax returns which may be necessary to effectuate this provision. Both parties shall

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cooperate and execute Internal Revenue Service (IRS) Form 8332, and any other necessary documents, by March 1st of each year, in order to effectuate claiming of the dependency exemption as set forth above. When Emilia can no longer be claimed by a parent because the child is emancipated or for any other reason, the parties shall rotate the dependency exemption for Gabriela, with DOMINIKA NAJDA claiming in EVEN YEARS and PAWEL NAJDA claiming in ODD YEARS.

ARTICLE V MEDICAL EXPENSES AND HEALTH INSURANCE

5.1 **Primary Hospitalization and Major Health Insurance.** PAWEL NAJDA shall maintain primary hospitalization and major medical insurance coverage for the benefit of the minor children as long as it is available through his employer. If said insurance is not available through his employer, then both parties shall have duty to provide medical insurance for the minor children upon PAWEL NAJDA's written demonstration to DOMINIKA NAJDA that he is unable to become a member of a health maintenance organization or participate in a cost reimbursement plan providing the same or similar coverage. DOMINIKA NAJDA and PAWEL NAJDA shall be equally (50/50) responsible for the payment of the minor children's health insurance coverage (medical, dental, and optical). DOMINIKA NAJDA shall reimburse PAWEL NAJDA for his fifty percent (50%) share by the first (1st) day of each month, unless otherwise agreed upon by the parties in writing. PAWEL NAJDA shall provide DOMINIKA NAJDA with proof of the costs of the children's portion of the health insurance upon PAWEL NAJDA's reasonable request, but no more often than once a year.

5.2 PAWEL NAJDA shall provide DOMINIKA NAJDA with identification card(s) from the medical, optical and dental insurance carrier(s), expense reimbursement plan(s), or health maintenance organization(s) disclosing the existence of current coverage for the benefit of the

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minor children and shall also provide him with any literature available regarding coverage and benefits under the policies.

5.3 **Uncovered Medical Expenses.** DOMINIKA NAJDA and PAWEL NAJDA shall be equally (50/50) responsible for the payment of the medical, vision and dental expenses incurred on behalf of the children that are not paid for by insurance, including but not limited to, prescriptions and co-pays. Each party shall provide the other with proper documentation as to the expenses incurred by the last day of each month. Each party shall reimburse the other for his or her share of the children's uncovered healthcare expenses within thirty (30) days of receiving receipts, invoices or other proper documentation for same. No expense shall be eligible for reimbursement if it is submitted to the other party after sixty (60) days from the day it is incurred.

5.4 **Extraordinary Expenses.** DOMINIKA NAJDA and PAWEL NAJDA shall be equally (50/50) responsible for the payment of all "extraordinary" medical, psychiatric, vision, dental and orthodontia expenses on behalf of the children, provided that advance notification shall not be required in cases of emergency where delay may imperil the children's health or safety. Each party shall provide the other with proper documentation as to the expenses incurred by the last day of each month. Each party shall reimburse the other for his or her share of the child's extraordinary healthcare expenses within thirty (30) days of receiving receipts, invoices or other proper documentation for same. An orthodontia or psychiatric or therapist expense shall be eligible for reimbursement only if both parties agree to the expense and the expense is submitted to the other party after sixty (60) days from the day it is incurred.

5.5 For purposes of this Judgment, the term "extraordinary medical and dental expenses" includes, but is not limited to, expenses incurred on behalf of the child for operations, treatments, medications and services rendered as a result of accidents, illnesses or conditions

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requiring hospitalization or extended care and treatment, psychiatric or psychological care and treatment, orthodontia and major dental work, and the like. Said term shall not include expenses incurred for routine medical or dental examinations, services and treatments, routine eye examinations and the purchasing of eyeglasses and/or contact lenses, or for services and medications required in the treatment of common or minor accidents, illnesses or conditions.

5.6 The parties' obligations under this Article shall commence upon the effective date of this Judgment and shall continue until the termination of the parties' respective obligations to pay or contribute to that children's educational expenses under Article VII of this Judgment. The parties' obligation to ensure their respective children shall cease upon the first of the following to occur: (1) the child's twenty-third (23rd) birthday if working full-time and able to obtain full medical coverage; (2) the child's twenty-sixth (26th) birthday if the child is enrolled as a full time student in a college or trade school; or (3) beyond the age the child may be carried as a dependent on health care insurance coverage, not to exceed the child's twenty-sixth (26th) birthday.

5.7 Upon entry of this Judgment, the parties shall be solely (100%) responsible for obtaining his and her own health insurance plan. Each party shall be solely (100%) responsible to pay all costs associated with his and her own health insurance from the date of the entry of this Judgment forward, which includes payment of all his/her own medical care.

ARTICLE VI EMANCIPATION

6.1 For purposes of this Judgment, a minor child shall be deemed to be emancipated upon the occurrence of the first of the following events:

- (a) The child's death;
- (b) The child's attaining eighteen (18) years of age, completion or discontinuance of a high school education, whichever occurs last, but in no event longer than the child obtaining the age of 19 years;

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- (c) The child's entry into the armed forces of the United States, but the emancipation event shall be deemed terminated and nullified upon his discharge therefrom as if such emancipation event had not occurred;
- (d) The child's maintaining a full-time residence away from home provided that residency at a boarding school, college, university or vocational school, camp or similar facility shall not be deemed to constitute a residence away from the home;
- (e) The child's obtaining full-time employment, exclusive of employment during school vacation periods; or
- (f) The child's marriage.

ARTICLE VII POST-HIGH SCHOOL EDUCATIONAL EXPENSES

7.1 The issue of the parties' obligations to pay for a college, university or vocational school education for the minor children is reserved pursuant to Section 513 of the Illinois Marriage and Dissolution of Marriage Act (750 ILCS 5/513), or any succeeding statutory provision.

ARTICLE VIII INCOME TAXES

8.1 DOMINIKA NAJDA and PAWEŁ NAJDA have filed separate federal and state income tax returns for the years 2017-2020 years. PAWEŁ NAJDA shall indemnify and hold DOMINIKA NAJDA harmless against any liability for any incorrect information that he may have supplied for the preparation of the income tax returns. DOMINIKA NAJDA shall indemnify and hold PAWEŁ NAJDA harmless against any liability for any incorrect information that she may have supplied for the preparation of the income tax returns.

ARTICLE IX DIVISION OF PROPERTY

A. Real Estate

9.1 12032 South Avers Court, Alsip, Illinois. The parties acquired the real estate located at 12032 South Avers Court, Alsip, Illinois ("Marital Residence") and this real estate is marital property. Said residence is encumbered by a mortgage and has equity.

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9.2 The parties shall within 30 days after the entry of this Judgment of Dissolution of Marriage list the Marital Residence for sale with a licensed real estate agent on the multiple listing service who has no prior association with either party prior, and both shall execute the listing agreement, and the initial listing sale price shall be that recommended by the listing realtor but in no event lower than \$250,000 unless by written agreement or Court Order. If the parties cannot agree on the listing realtor within 21 days after the entry of this Judgment of Dissolution of Marriage, PAWEL NAJDA shall choose the realtor who he has no prior association. If the property does not sell within three months from the date the listing agreement is executed, the parties shall reduce the listing sale price 10%, and thereafter 10% every three months, until the property is sold, unless the parties agree otherwise in writing. The parties shall split the net proceeds from the sale of the Marital Residence equally (50/50) after payoff of reasonable closing costs and the current balance of the first mortgage with Wells Fargo, NA with an original amount of \$136,350. Any liens placed upon the marital residence for DOMINKA's attorney's fees shall be satisfied only from DOMINIKA NAJDA's 50% share of the net proceeds. Any liens placed upon the marital residence for PAWEL NAJDA's attorney's fees shall be satisfied only from PAWEL NAJDA's 50% share of the net proceeds. Excepting the first mortgage, each party shall be solely responsible for payment of any lien on the marital residence for any debt incurred by that party. DOMINIKA NAJDA shall be entitled to exclusive possession of the Marital Residence until it is sold and shall be solely responsible for the mortgage, payment, insurance, real estate taxes, utilities and repairs until the property is sold and shall not receive any credit for any payment of mortgage payments, real estate taxes, utilities repairs or other expenses related to the property. In the event either party brings an action in court to enforce the provisions of this paragraph and prevails, the prevailing party shall be

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entitled to his or her reasonable attorney's fees and costs in incurred in enforcing this provision.

Each party shall be responsible for the cost of any damage he or she may do the Marital

Residence prior to the closing on the sale of the Marital Residence.

9.3 Vacant land located at 13933 Fairbanks Street, Cedar Lake, Indiana. PAWEL NAJDA purchased property located at 13933 for the sum of \$6,800 in 2017 with 1,800 of marital funds and a loan from his father and sister in the amount of \$5,000. The property has a current value of approximately \$10,000 and PAWEL NAJDA is awarded 100% of his interest in said property free and clear of any claim for DOMINIKA NAJDA as a set-off the value of the Toyota Sienna vehicle awarded to DOMINIKA NAJDA. However, PAWEL NAJDA shall pay \$900.00 to DOMINIKA NAJDA as and for her 50% share of the \$1,800.00 in marital funds used to purchase the property. Said payment must be made by December 23, 2021. PAWEL NAJDA shall be responsible for repayment of all loans for the purchase of this property.

B. Bank Accounts, Retirement Accounts and Vehicles

9.4 DOMINIKA NAJDA shall be awarded, as her sole and separate property, free of any claim by PAWEL NAJDA, the following assets:

- (a) One Hundred Percent (100%) of any and all bank accounts and retirement accounts held solely in her name;
- (b) 2015 Toyota Sienna.
- (c) 2004 Sprinter.

9.5 PAWEL NAJDA shall be awarded, as his sole and separate property, free from any claim by DOMINIKA NAJDA, the following marital assets:

- (a) One Hundred Percent (100%) of any and all bank accounts and retirement accounts held solely in his name;
- (b) 2018 Honda CBR.(PAWEL NAJDA shall be solely responsible for payment of the loan for this vehicle);

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C. Business Interests

9.6 **PD&E Services, Inc.** PAWEL NAJDA was the owner of a corporation known as PD&E Services, Inc. and said company is defunct and dissolved, and has no value and no assets and PAWEL NAJDA is awarded all interest in this defunct business.

D. Other Personal Property

9.7 DOMINIKA NAJDA shall be awarded, as her sole and separate property, free of any claim by PAWEL NAJDA, all the personal property and other property of any type or nature, in her possession and control, not otherwise divided herein. PAWEL NAJDA shall be awarded, as his sole and separate property all of the personal property and other property of any type or nature, in his possession or control, free of any claim by DOMINIKA NAJDA, all the personal property in his possession and control, not otherwise divided herein. PAWEL NAJDA has a 401k at UPS with a value of approximately \$14,000 and PAWEL NAJDA is awarded 100% of his 401k at UPS and his interest in 13933 Fairbanks Street, Cedar Lake, Indiana as an offset of DOMINIKA NAJDA keeping 100% interest in the 2015 Toyota which PAWEL NAJDA testified has an approximate value up to \$20,000.

E. Worker's Compensation Claim

9.8 PAWEL NAJDA suffered an injury to his wrist in year 2020 and is awarded all right and claim to any damages he may recover in his pending worker's compensation claim relating to said injury, which was disclosed in his financial affidavit dated April 9, 2021 as PAWEL

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NAJDA Exhibit 13. PAWEL NAJDA shall be solely responsible for any medical bills and medical expenses relating to the injury and shall hold DOMINIKA NAJDA harmless for same.

ARTICLE X DEBTS AND LIABILITIES

10.1 Except as otherwise set forth in this Judgment, each party shall be solely responsible for any and all debts and liabilities which he or she has individually incurred, and the party incurring same shall indemnify and hold the other party harmless therefrom.

10.2 DOMINIKA NAJDA shall be solely (100%) responsible any and all debt currently held in her name, including any student loan debts:

10.3 PAWEL NAJDA shall be solely (100%) responsible any and all debt currently held in his name.

10.4 Joint Credit Cards and Other Joint Accounts. Each party shall be responsible for any joint credit card changes he or she incurred. Each party shall remove the other party's name from all credit card and any and all other accounts on which the other party is liable (or close such account if removal is not possible) and, until said name is removed, incur no future obligation on any credit card accounts or other accounts on which the other may be liable, including, but not limited to, the use or attempted use of the other party's credit lines, credit cards or special charge privileges. Each party shall indemnify and hold the other party harmless in relation to any such charges, fees and penalties. Immediately upon the entry of a Judgment, neither party shall write any check nor incur any liability regarding any bank or financial account allocated to the other party.

ARTICLE XI

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ATTORNEY'S FEES

11.1 DOMINIKA NAJDA shall be solely (100%) responsible for the payment of all of her attorneys' fees and costs incurred by her in connection with these proceedings (this includes all past and present attorneys representing DOMINIKA NAJDA, experts, consultants or any other person/company owed any money in connection with these proceedings).

11.2 PAWEL NAJDA shall be solely (100%) responsible for the payment of all of his attorneys' fees and costs incurred by him in connection with these proceedings (this includes all past and present attorneys representing PAWEL NAJDA, experts, consultants or any other person/company owed any money in connection with these proceedings).

ARTICLE XII

Maiden Name

12. DOMINIKA NAJDA is granted leave to resume the use of her maiden name Zacherek if she so chooses.

Judge
ENTERED

SEP 23 2021

ENTERED:

IRIS V. MARTINEZ
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

s/ Judge D. Renee Jackson #2170

JUDGE