

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE FAMILY COURT FOR THE
NINTH JUDICIAL CIRCUIT
08-DR-10-1801

JUN 13 2008 10:38 AM
FAMILY COURT

Jennifer Butler Murray,

Plaintiff,

vs.

William Murray,

Defendant.

ORDER SEALING RECORD

| | |
|--------------------------|--|
| DATE OF TRIAL: | June 13, 2008 |
| TRIAL JUDGE: | Judy L. McMahon |
| ATTORNEY FOR PLAINTIFF: | Robert N. Rosen |
| ATTORNEYS FOR DEFENDANT: | John O. McDougall and Howard A. London (<i>pro hac vice</i> motion pending) |
| COURT REPORTER: | Deeanne Varnadoe |

Plaintiff is represented by Robert N. Rosen. Defendant is represented by Howard A. London of the Chicago, Illinois, law firm of Beermann Swerdlove, LLP (who has filed an application with the Supreme Court to be admitted to practice before this Court upon *pro hac vice* motion) and John O. McDougall of the Columbia, South Carolina, law firm of McDougall & Self, L.L.P.

Plaintiff has filed a Complaint dated May 12, 2008. Defendant has filed an Answer dated June 9, 2008. The parties have entered into an AGREEMENT dated June 6, 2008, settling their case. Each of the parties believes that it is in his/her best interests, and especially in the interest of their children, for an Order to be issued sealing the record in this matter. The parties believe if the file in this matter is not sealed that the parties, and especially their children, will suffer irreparable harm. As to the AGREEMENT of the parties dated June 6, 2008, regarding the sealing of the record, the parties have agreed as follows:

7cc-RR(P)

Seal the Record: Both parties agree to request that the Court seal the file and that the file shall remain sealed pursuant to Rule 41.1 SCRCP in that there is no public or professional significance to the lawsuit; there may be perceived harm to the parties if the case file is not sealed and there is no alternative other than sealing the file to protect the legitimate privacy interest of the parties; the public interest is not affected by the sealing of the file; and the file contains material which may expose private financial matters which could adversely affect the parties. Notwithstanding the sealing of the record as aforesaid, the parties hereto, their respective attorneys, and the Family Courts of the State of South Carolina, shall have access to said records as may be necessary in any future disputes involving the Husband and Wife and with respect to any future litigation involving the Husband and Wife in the Family Court or any other court. In the event that either of the parties hereto or any third party is desirous of unsealing the record in this action, or any subsequent action, except as aforesaid, the parties hereto shall be given prior notice of any motion or other proceeding to unseal the record and shall be given the opportunity to be heard thereon.

I have reviewed the pleadings which have been filed in this matter, the request of the parties to seal the record in this matter, and the testimony and evidence presented at the hearing in this matter. In determining whether to approve the sealing of the record in this matter, the Court has considered the following:

1. There is no public or professional significance of the lawsuit between the parties;
2. There is perceived harm to the parties, and especially their children, from the disclosure of the file in this matter;
3. There is no alternative to sealing the complete file in this matter to protect the legitimate private interests of the parties and their children;
4. The sealing of this record does not in any way affect the public health and safety of the citizens in our state. The private interests of each of the parties, and their children, are best served by the sealing of the record in this matter. The file contains materials which may expose private financial matters and other private matters which could

adversely affect the parties and their children; the issues that have been raised in Plaintiff's Complaint relate to sensitive custody issues and the protection of the children and the parties outweighs the public access to this file.

5. The agreement of the parties as to the sealing of the record, as set forth herein above, should be approved by this Court and made an Order of this Court in each and every particular.

6. A Memorandum of Order summarizing the AGREEMENT of the parties dated June 6, 2008, and the FINAL DECREE OF DIVORCE / APPROVAL OF AGREEMENT dated June 13, 2008, is being filed to provide the public with that information which may be necessary regarding the property and custody issues in this case.

NOW, THEREFORE, based upon the foregoing, it is

ORDERED that the Clerk of Court, Charleston County, be, and hereby is, ordered to seal the record in this matter; it is further

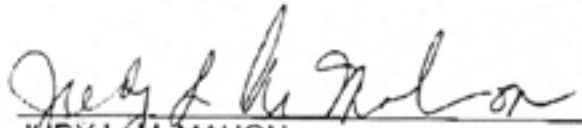
ORDERED that the agreement of the parties as set forth herein above as to the sealing of the record is approved by this Court and made an Order of this Court in each and every particular; it is further

ORDERED that if either party, or any third party, desires for this Court to unseal the record in this matter, the Court will consider a Motion to unseal the record upon appropriate Motion by either party or a third party, with each party having the opportunity to be heard on the Motion to unseal the record; it is further

ORDERED that notwithstanding the sealing of the record, the parties, their respective attorneys, and the Family Court of the State of South Carolina, shall have access to said records as may be necessary in any future disputes involving the parties

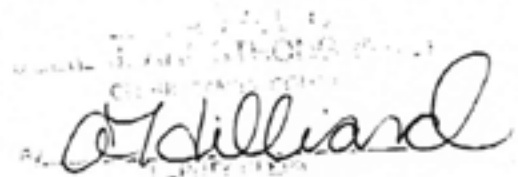
hereto, and in respect to any future litigation filed between the parties hereto in the Family Court or any other court.

AND IT IS SO ORDERED.


JUDY L. McMAHON
JUDGE OF THE FAMILY COURT FOR
THE NINTH JUDICIAL CIRCUIT

AT CHAMBERS:
Charleston, South Carolina
June 13 2008

TMZ


The undersigned hereby certifies that the foregoing is a true and correct copy of the original as filed with the Court.

A. Dilliard

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE FAMILY COURT FOR THE
NINTH JUDICIAL CIRCUIT
08-DR-10-1801

FILED JUN 13 2008
JUDY L. McMAHON
CLERK OF COURT

Jennifer Butler Murray,

Plaintiff,

vs.

William Murray,

Defendant.

**MEMORANDUM OF ORDER
(Final Decree of Divorce / Approval of
Agreement / Order To Seal Record
dated June 13, 2008)**

DATE OF TRIAL:

June 13, 2008

TRIAL JUDGE:

Judy L. McMahon

ATTORNEY FOR PLAINTIFF:

Robert N. Rosen

ATTORNEY FOR DEFENDANT:

John O. McDougall and Howard A. London (*pro hac vice* motion pending)

COURT REPORTER:

Deeanne Varnadoe

NOTICE IS HEREBY GIVEN that the above captioned proceeding resulted from the issuance of this Court's Order dated June 13, 2008, which sealed the records in this proceeding and the FINAL DECREE OF DIVORCE / APPROVAL OF AGREEMENT / ORDER TO SEAL RECORD dated June 13, 2008.

1. Jennifer Butler Murray, hereinafter referred to as Mother, employed the services of Robert N. Rosen of the Rosen Law Firm, LLC, in Charleston, South Carolina. William Murray, hereinafter referred to as Father, has employed the services of Miles N. Beermann and Howard A. London of the Chicago, Illinois, law firm of Beermann Swerdlove, LLP, and John O. McDougall, of the McDougall & Self, L.L.P., law firm in Columbia, South Carolina. Howard A. London has filed an application with the Supreme Court to be admitted to practice before this Court upon *pro hac vice* motion.

C. RR(P)

2. The parties were married on July 4, 1997, in Chicago, Cook County, Illinois; four (4) children were born to the parties, Caleb James Murray (born January 11, 1993), Jackson William Murray (born October 6, 1995), Cooper Jones Murray (born January 27, 1997), and Lincoln Darius Murray (born May 30, 2001).

3. In the FINAL DECREE OF DIVORCE / APPROVAL OF AGREEMENT / ORDER TO SEAL RECORD dated June 13, 2008, the Court approved the Agreement of the parties dated June 6, 2008, settling the issues between them related to equitable apportionment of marital assets and debts, custody of the children of the parties, child support, alimony, the enforcement of the Antenuptial Agreement between the parties dated July 1, 1997, and other related matters. The following is a summary of the FINAL DECREE OF DIVORCE / APPROVAL OF AGREEMENT / ORDER TO SEAL RECORD dated June 13, 2008, and the Agreement of the parties dated June 6, 2008 (hereafter referred to as the AGREEMENT). The following is a summary of the Final Decree and Agreement of the parties. For enforcement purposes, the provisions of the FINAL DECREE OF DIVORCE / APPROVAL OF AGREEMENT / ORDER TO SEAL RECORD dated June 13, 2008, and the AGREEMENT of the parties dated June 6, 2008, prevail.

AS TO CUSTODY OF THE CHILDREN

4. The parties agree that each of them is a fit and proper parent and as such they shall be and hereby are jointly vested with the permanent care, custody, and control of the minor children of the parties. The children shall primarily reside in the home of Mother and as such Mother shall be hereby designated as the primary custodial parent. The children shall spend substantial time with Father, who shall be designated as the secondary custodial parent. The specifics regarding the custody, contact and visitation regarding the children are set forth in the AGREEMENT.

CHILD SUPPORT

5. Father shall pay child support to Mother. The specific provisions regarding the child support, maintenance of health insurance, etc., which Mother shall receive from Father are set forth in the AGREEMENT.

ANTENUPTIAL AGREEMENT DATED JULY 1, 1997

6. The provisions of the Antenuptial Agreement dated July 1, 1997, shall be enforced between the parties. The specific enforcement of the terms of the Antenuptial Agreement is addressed by the parties in the AGREEMENT.

MUTUAL WAIVERS OF MAINTENANCE (Alimony and/or Separate Maintenance and Support)

7. As provided in Article 5 of the Antenuptial Agreement dated July 1, 1997, each party has waived any right to receive maintenance (alimony) from the other, and the parties have reaffirmed their mutual waivers with the exception of paragraph 3.5 set forth in the AGREEMENT, which addresses that which Father shall pay to Mother to maintain the "status quo" regarding her maintenance pending the payment to her of the lump sum payment that is due to her pursuant to Article 9 of the Antenuptial Agreement dated July 1, 1997.

EQUITABLE APPORTIONMENT

8. Mother shall have that property (real property) located at Sullivan's Island, South Carolina, together with all furniture, appliances, and miscellaneous personal property in or about the Sullivan's Island home, and that property (real property) titled in her name located in Hemet, California, together with all furniture, appliances, and miscellaneous personal property in or about the Hemet, California, property, free and clear of any claim and/or interest from Father.

9. In accordance with Articles 2, 4, and 6 of the Antenuptial Agreement, Mother and Father shall each retain (a) all property titled in his/her respective names and/or within his/her respective possession and control and (b) all of his and her respective separate property as defined by the Antenuptial Agreement. This includes, but is not limited to, real estate, bank and investment accounts, retirement accounts, employee benefits rights, furniture, furnishings, artwork, and other personal property, as well as the intangible property, including property rights relating to a party's career.

10. As provided in Article 8 of the Antenuptial Agreement, Mother shall retain, as her separate non-marital property, the residence that Father has purchased for her located at Sullivan's Island, South Carolina, as well as all personal property contained in and about that residence, and the residence at Hemet, California, as well as all personal property contained in and about that residence. Mother is to have this property free and clear of any claim and/or interest from Father.

11. As provided in Article 6 of the Antenuptial Agreement, Mother and Father have each waived any right to a division of marital property, and each reaffirmed and ratified that waiver, and each will instead receive the property provided for in the AGREEMENT as detailed therein.

12. As provided in Article 9 of the Antenuptial Agreement, Father shall pay Mother a lump sum payment, tax-free property settlement, the specifics of which are addressed in the AGREEMENT.

13. As provided in the Antenuptial Agreement, Father shall be awarded and retain as his separate, non-marital property, free and clear of any claim of Mother, all property interests which he now owns or hereafter acquires, including but not limited to all property described as Father's separate property in the Antenuptial Agreement, all legal

and equitable interest, real estate, personal property, intangible property, intellectual property, property titled in Father's name, property held in or through a trust, partnership, or other legal entity in his name, either individually or in some form of joint ownership, and/or all other property which he otherwise owns, controls or possesses, either directly or indirectly, including, but not limited to, the real estate in California, Massachusetts, and New York, of which he shall have exclusive ownership and possession.

14. As provided in the Antenuptial Agreement, Mother shall retain and be awarded as her separate, non-marital property, free and clear of any claim and/or interest from Father, all property interests which she now owns or hereafter acquires, including, but not limited to, all property described as Mother's separate property in the Antenuptial Agreement, which includes the lump sum payments which Father shall be paying to Mother, all legal and equitable interest, real estate, personal property, intangible property, intellectual property, property titled in Mother's name, property held in or through a trust, partnership, or other legal entity in her name, either individually or in some form of joint ownership, and all other property which she otherwise owns, controls, possesses, either directly or indirectly, including, but not limited to, the real estate located in Hemet, California, of which she shall have exclusive ownership and possession.

15. As provided in Article 10 of the Antenuptial Agreement, Mother and Father have each waived all rights in any retirement plan or pension of the other, and each reaffirmed and ratified that waiver. Each party expressly waived all interest in any qualified or non-qualified defined benefit or defined contribution pension plan, profit sharing plan, 401(k) plan, deferred compensation plan, individual retirement account, or other pension, retirement, or employee benefit plan, or annuity (hereinafter all referred to as "retirement plan" or "retirement plans") of which the other party is or becomes a participant. Each

party's interest in his or her own retirement plan shall be his/her respective non-marital property.

16. Father shall receive all of the personal property and effects in his Palisades, New York, residence except for the items specifically provided in the AGREEMENT which shall be awarded to Mother.

17. Father shall receive all the personal property and effects in his Pauma Valley, California, residence except for the items specifically provided in the AGREEMENT which shall be awarded to Mother.

18. Mother shall receive all items of personalty specifically set forth in the AGREEMENT.

DEBTS AND LIABILITIES

19. Except as otherwise set forth in the AGREEMENT, each party shall bear sole liability for all debts and liabilities which he or she has respectively incurred, including, but not limited to, credit card debts, and if the parties shall hereafter incur any debt or liability whatsoever for which the other party shall become liable.

ATTORNEY'S FEES, MEDIATOR'S FEES, AND ARBITRATOR'S FEES

20. Each party shall be solely responsible for the payment of his or her respective attorney's fees, accountant fees, costs, and legal expenses incurred by him or her in connection with these proceedings, and shall indemnify and hold the other harmless. Each party waives his or her rights to any hearing regarding attorney's fees.

21. Father shall solely be responsible for payment of all mediation fees and costs incurred in connection with the mediation process commencing May 13, 2008, through the finalization of this AGREEMENT.

GOVERNING LAW

22. Both parties expressly agree that the law of the state of South Carolina shall be the governing law with respect to any disputes arising from the AGREEMENT and that the Family Court for the Ninth Judicial Circuit shall retain jurisdiction for the resolution and/or adjudication of any disagreement, dispute or action related thereto which may arise between the parties on account of the AGREEMENT or other Order entered by agreement of the parties.

APPROVAL, NON-MODIFICATION AND ENFORCEMENT OF AGREEMENT

23. The Family Court of the Ninth Judicial of the State of South Carolina shall have continuing jurisdiction to enforce the terms and conditions of the AGREEMENT, along with any Order issued in respect thereto, and Mother and Father shall be subject to the jurisdiction and contempt powers of the Family Court of the Ninth Judicial Circuit of the State of South Carolina with respect to any breach or violation of the AGREEMENT or the Order of the Court. Both parties have submitted themselves to the jurisdiction of the Family Court of the Ninth Judicial Circuit, State of South Carolina, for the resolution of any disputes which arise between them on account of the AGREEMENT. Both parties have agreed that before resorting to Court intervention in any dispute under the AGREEMENT, that they will attend at least one, 4-hour session of mediation with an agreed upon mediator.

24. Mother and Father have acknowledged and agreed that their AGREEMENT is a complete property and support agreement with respect to all matters raised and with respect to all those which could have been raised in the controversy between them, and that the AGREEMENT is considered by them to be a fully integrated property and support agreement. It is the intent of the parties that the provisions of their AGREEMENT shall

