Dory Zatuchni (610) 527-2733 August 15, 1996 . . - -

In June, 1990, my husband walked out on me. For the seventeen years of our marriage, I devoted myself to his, our children's and his business' best interests. Therefore, my ex-husband, while refusing a divorce, promised to support me and our children until our youngest graduated college.

Our first year of separation was difficult. I was made to feel as if our marriage had never existed. Although my former husband did provide some financial support, his visits to his children were rare. He was coping with his own demons, and found that dealing with his children was too psychologically burdensome. Thus did I become the sole provider of social and emotional support for our three children, then-aged 10, 12 and 17. Money, too, was becoming a significant problem.

My attorney recommended I not seek employment. He stated my husband was responsible for the financial support of me and family, and not working would look better in Court. I was not in a position to heed my attorney's advice.

I found a job as a social worker. This position utilized my education—an MSW earned twelve years earlier. I was paid \$25,000 annually; less than 13% of my ex-husband's average annual income of \$200,000.

Eleven months later, my ex-husband agreed to a divorce. He unilaterally reduced my financial support from \$5,000 per month to less than \$2,000 per month. Our eldest daughter had enrolled in college. Our middle child was still attending private school. My ex-husband stopped paying our children's tuitions. There was no discussion as to what was best for the children, and he did not seek any of the financial compromises offered by our daughters' schools.

He also cashediincourrectiesmentpplan. Thesstoppedpaying the mortgage, utility bills, and insurance and medical bills. Collection agencies called me. He refused to speak

with them, instead referring them back to me. The net income I earned was sufficient for food, transportation and utilities only. I was forced to rely upon personal loans from family.

This went against the terms of our verbal divorce agreement. I was to get 30% of my ex-husband's gross annual income, which averaged \$200,000 for each of the past five years. He was to keep his business, and I was to keep the house. He was also to keep all rental income from our joint properties, although we would split the proceeds when he determined they should be sold. We were also supposed to equally divide our retirement savings, which he took for his own use.

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I filed for a hearing. In May, 1992, my ex-husband made a verbal claim before the Court that his net income was \$72,000 per year. My net was \$16,608. The Court based an interim order on Pennsylvania guidelines and awarded me \$1,114 per month, effective April, 1992. The case was also listed for Court on August 5, 1992 before a Master.

In August, the Court appearance was rescheduled until December 10, 1992. In December, it was pushed back until January. At that time, before another Master, I was awarded \$4,600 per month based upon my ex-husband's tax return which showed a net income of \$12,416 per month, almost exactly twice what he previously claimed before the Court. My ex-husband also specified to the Court that he promised his eldest daughter he would pay 100% of her college tuition.

My ex-husband changed his mind. He appealed and offered me a reduced settlement. In April, 1993, we submitted an amended agreement to the Court under still another Master. This agreement was hand-written, publicly read to the Court, initialed in each of its parts and signed in whole before the Court.

Four months later, my ex-husband was back in Court with another plea to reduce his own hand-written agreement. The following week, we went before another Master because of my ex-husband's failure to comply. His petition to reduce the settlement was dismissed. The Master ordered my ex-husband to pay me \$28,000.

My husband paid. My attorney took \$15,000 off the top as the payment for her continued representation. My husband did not pay any accruing charges. By the time we signed a "final" decree, he was more than \$60,000 in arrears. My legal fees had exceeded \$40,000. My ex-husband again appealed. He ran up another \$33,000 in missed child support since this agreement.

The following year he filed for personal bankruptcy. According to his tax records, he earned more than \$150,000 that year. We went to Court six times that year, and to

the bankruptcy court four times.

On the stand, my ex-husband admitted he never intended to honor his contracts. He claimed poverty. My attorney demonstrated he received in 1995 \$17,000 per month. He now gets at least \$6,000 per month in payment of previously-earned commissions.

In August, 1996, a Judge eliminated everything he owed, eliminated child support for the daughter who had come of age during these proceedings, and ordered child support of one-third the previously agreed-to amount. No alimony has ever been received. I am still in my ex-husband's bankruptcy trying to get some percentage of the property he had promised me and we had legally agreed upon. He has not paid any money for our second child's tuition. He has paid his own attorneys and accountants more than \$25,000 this year alone. I cannot pay my own legal fees, which are still climbing.

What this proves is that the current system does not work. Our legal system is abused by those with enough money to stretch, distort and confuse it. Therefore, despite the best legislative intent, Pennsylvania imposes no negative consequence for behavior that is clearly wrong. It imposes no responsibility for one's own children. It takes no regard for spouses who sacrifice their economic lives for the sake of a family which the other spouse may unilaterally dissolve.

Marriage is a commitment. If the marriage ends, certain commitments must continue. No fault does not mean no strings.