



IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
DOMESTIC RELATIONS DIVISION

ANAHITA RAHNEMAEI,

Plaintiff,

v.

MOHAMMED HEYAT.

Defendant.

CIVIL ACTION NO.
DR-2010-900375 DAC

ORDER

THIS CAUSE came back before this Court on remand by the Court of Civil Appeals from a final judgment of this Court dated September 13, 2011 which divorced the parties, awarding custody of their minor child, **Ali Heyat** to the Plaintiff/Wife and provided *inter alia* that Defendant/Husband pay child support of \$991.00 per month and further awarded Plaintiff a one-half ($\frac{1}{2}$) interest in and to real estate (apartments) owned by Defendant in Iran, which property was transferred to a third party thereby depriving Plaintiff of any right thereto without compensation. As our Court of Civil Appeals stated this Court “. . . cannot set aside the transfer of the Iranian apartments, and the Trial Court cannot award the Wife any interest in those apartments because they are no longer owned by the Husband.”

On remand this Court was to “. . . recalculate child support based on an amount of imputed income for the husband supported by the evidence at the July, 2011 trial or from new evidence concerning husband's present income . . .” Further, on remand this Court was to “. . . make adjustments to the award to provide the wife the value of that portion of the marital estate . . .” this Court “. . . has concluded she should receive”.

CHILD SUPPORT

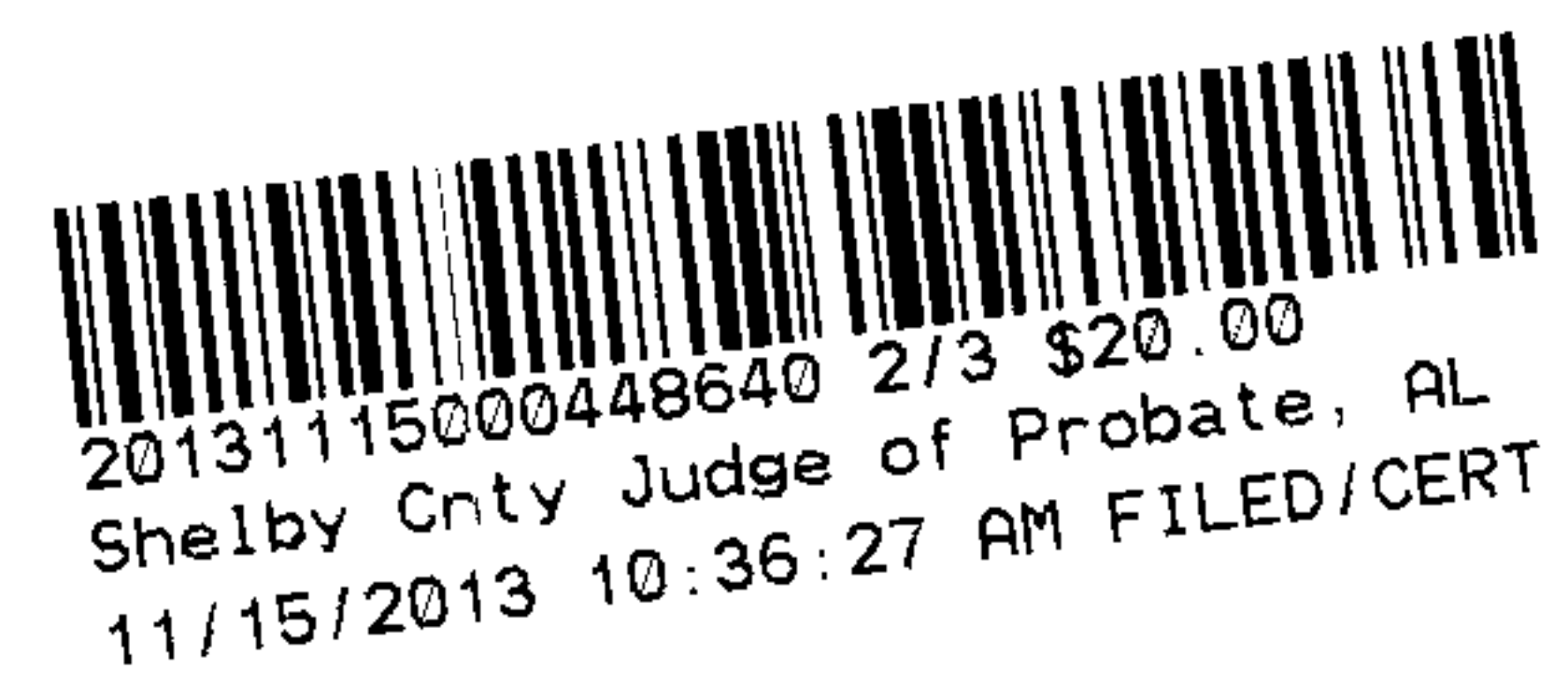
Having heard additional evidence concerning Defendant's ability to earn income, it is **ORDERED** that Defendant shall continue to pay the monthly sum of child support originally awarded in the Court's Final Judgment of Divorce dated September 13, 2011 of \$991.00 per month as set forth in Paragraph 6 thereof. The award of child support is in conformity with Rule 32 A.R.J.A. and in accordance with the Court of Civil Appeals remand in this cause.

IRANIAN PROPERTY

Our Civil Court of Appeals stated as to the Iranian properties the Court was on remand " . . . to set that value . . ." and to adjust the equities of the parties based " . . ." on the testimony and evidence it received at the July 2011 trial." The Plaintiff valued the apartments at \$500,000.00 . As the Defendant said he didn't own the apartments he did not testify to their value. Therefore, the fixing of values by Plaintiff went unchallenged or uncontroverted. Due to Defendant's transfer of the real estate owned by him valued at \$500,000.00 to a third party, Paragraph 11 of the parties' said Final Judgment of Divorce is hereby AMENDED by deleting the terms thereof and providing the following:

"11. Defendant shall pay to Plaintiff the sum of \$250,000.00 for her interest in and to the Iranian real estate formerly owned by Plaintiff.

As \$150,000.00 is presently held by the Clerk of this Court, the Clerk of this Court is directed to pay to Plaintiff said \$150,000.00 which shall be forwarded to her counsel, Bruce Gordon, 600 University Park Place, Ste 100, Birmingham,



Alabama 35209 which shall be a credit toward the
\$250,000.00 owed by Defendant to Plaintiff under this
Paragraph."

Any and all other provisions of said Final Judgment of Divorce shall remain unaltered and
in full force and effect.

The Clerk is directed to serve a copy of this Order on counsel for the parties as follows:

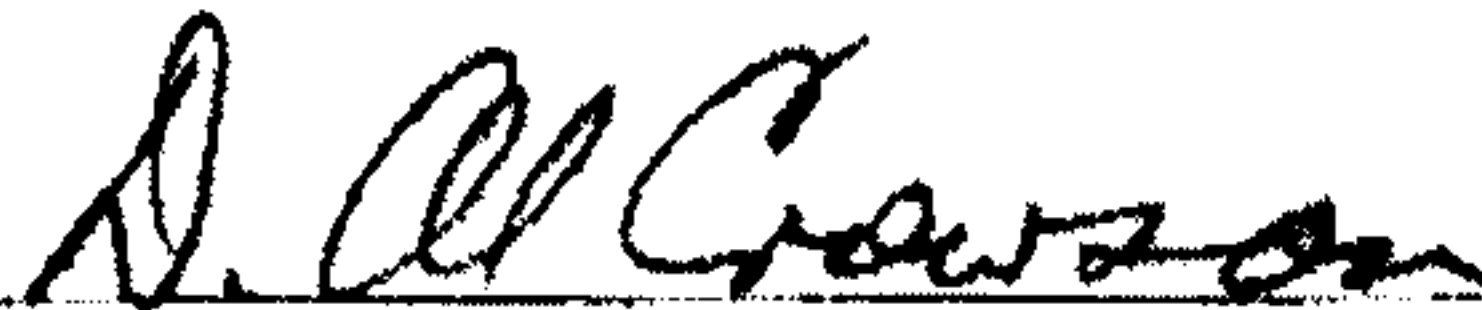
Attorney for Plaintiff

Bruce L. Gordon
600 University Park Place, Ste 100
Birmingham, Alabama 35209

Defendant, Pro se

John E. Medarais
230 Bearden Road
Pelham, Alabama 35124

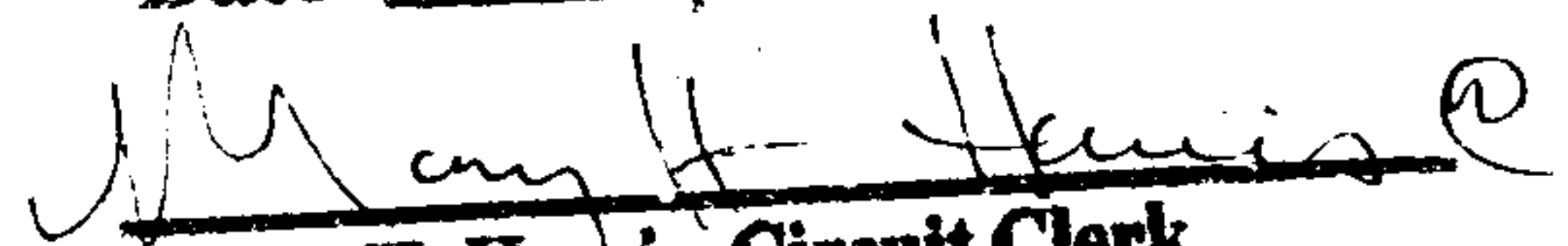
DONE and ORDERED this 20th day of September, 2013.




D. Al Crowson,
Circuit Judge

Certified a true and correct copy

Date: 11/15/13



Mary H. Harris, Circuit Clerk
Shelby County, Alabama


20131115000448640 3/3 \$20.00
Shelby Cnty Judge of Probate, AL
11/15/2013 10:36:27 AM FILED/CERT