

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
BESSEMER DIVISION

MICHAEL JONES,

Plaintiff,

vs.

BETTY JONES,

Defendant.

FILED IN OFFICE  
JUL 6 - 2006  
EARL N. CARTER, JR.  
CLERK  
BESSEMER DIVISION  
Case No. DR 04 471

DECREE OF DIVORCE

This cause was heard on May 9, 2006 on the Plaintiff's Complaint and Defendant's Counterclaim. Both parties were present with counsel, the Honorable Garry Abbott representing the Plaintiff and the Honorable Jim Holliman representing the Defendant. Sworn testimony and other evidence was then presented and having considered the same, the Court does find and order as follows:

1. That the bonds of matrimony heretofore existing between the Plaintiff and the Defendant are hereby dissolved, and the said parties are forever divorced from one another on the grounds of incompatibility of temperament and an irretrievable breakdown of the marriage relation.

2. That neither party shall again marry except to each other until sixty (60) days after the date of this decree. If an appeal from this decree is taken within forty-two (42) days, neither party shall marry again except to each other during the pendency of said appeal.

3. That the costs of Court accrued herein are hereby taxed to the Plaintiff.

4A. The Plaintiff is a 51 year-old male who is presently unemployed with no income and not entitled to any retirement benefits. He is in self-described poor health, testifying that he has heart problems; had suffered a stroke; and, had bad varicose veins in his left leg. He has no health insurance and recently had his vehicle repossessed. He testified he is presently living with relatives.

4B. The Defendant is a 56 year-old female who runs a beauty shop started while the parties herein were married - while not a beautician she collects booth rents from beauticians, answers the telephone and makes appointments. She also cleans houses on a part-time basis earning \$240.00 per month for one and \$150.00 per month on another. Prior to the marriage she owned a house located at 1301 8th Avenue, Midfield, Alabama 35064 that she now rents to a tenant. She describes her health as good since she



feels good, but has been diagnosed with congestive heart failure having had several cardiac arrests during a heart operation, and also suffers from severe high blood pressure for which she takes medication.

5. Mr. And Mrs. Jones had known each other some twenty years prior to their August 25, 1994 marriage and each had children from prior marriages. While they separated many times during their marriage they separated for the final time sometime between April, 2003 and August 11, 2003. No children were born or adopted by them during the marriage. While together they lived in a house Mr. Jones purchased from his parents prior to the marriage located on Pocahontas Road. First Mr. Jones refinanced the mortgage and later, both he and Mrs. Jones refinanced the debt jointly.

6. Five years into the marriage Mr. Jones received a half-million dollar settlement from an asbestos lawsuit filed on his behalf. From the net proceeds he gave his wife \$100,000 outright, and spent the remainder on his children, himself and his family. All of the funds were exhausted by the above expenditures and lavish spending on gambling trips and vacations. He also bought his wife a new 2000 Cadillac Eldorado and helped her establish Jones and Company Hair and Nail Design in Vestavia Hills. While Mrs. Jones contends that after he spent his portion of the settlement he invaded the \$100,000 he had given her, it is clear the money was spent on their families and they had a good time - until the money was gone and their health problems grew.

7. It is clear Mr. and Mrs. Jones had a stormy relationship with many separations. Mr. Jones attempted to establish that he had given his wife monies to settle any financial claims she may have against him in the event of a divorce but these financial advancements have no legal effect this court considers as final and binding. Furthermore, Mr. Jones' attempts during trial to establish that Mrs. Jones was under representing income from her business and value of her Midfield rental home were successfully rebutted by her - the fact is that she is earning little, if any income from her business in Vestavia Hills and had to refinance the Midfield house due to the financial predicament Mr. Jones placed her in by not continuing to pay the mortgage and utility bills during the end of 2003 and beginning of 2004 as he had promised her and in fact, told her he was doing.

8. After Mr. Jones left the homeplace in April, 2003 but before he retired from U.S. Steel and signed documents to receive his his half-million dollar lump sum retirement benefits on or about February 10, 1994, he went to a high school reunion dance where he started a relationship with one Jo Beth Norris whom he had known back in high school. Mrs. Jones became



suspicious that her husband was seeing another woman when her daughter reported she had seen her husband and Ms. Norris at Habaneras restaurant. Mrs. Jones also testified that although the parties had separated, they continued a sexual relationship and were going through marriage counseling; however, although he was still at the time paying the mortgage and utility expenses at the homeplace where she was living, after Christmas 2003 he stopped attending their marriage counseling sessions and stopped returning her telephone calls. He also stopped paying the mortgage and utilities forcing a foreclosure of the property and Mrs. Jones' actual eviction therefrom. While he gave her \$2,500.00 to help her move when she was evicted, she was under extreme financial distress causing her to move in with her son and rearrange her personal and business affairs. During this time, Mr. Jones, on the other hand, financed a new apartment with Ms. Norris; bought new furniture and a cell phone (while Mrs. Jones' cell phone was disconnected) and Ms. Norris drove a new vehicle.

9. It is clear from the evidence that Mr. Jones entered into a close relationship with Jo Beth Norris and the court can infer they had an intimate relationship. For example, they entered into a joint lease at an apartment complex on March 8, 2004; he purchased and contributed significant funds for Ms. Norris to establish a dance studio; and is shown in newspaper photographs with Ms. Norris and her children in articles advancing the dance studio.

10. Mr. Jones contends that he spent all of the second half million dollars and no longer has any money left. While there is no direct evidence to suggest otherwise, the evidence gives a strong inference that Mr. Jones intended to spend his retirement money in such a way as to leave very little with his soon to be ex-wife Mrs. Jones in the way of any voluntary or court ordered directive.

11. The parties hereto own no joint real estate. Mrs. Jones' Midfield house is not part of the marital estate, and the parties' former homeplace, which Mr. Jones allowed to be foreclosed upon while his wife lived therein and didn't know the mortgage was not being paid thereon, has reverted back into Mr. Jones' family under circumstances the court politely considers dubious.

12. The parties hereto have divided their personalty to their own mutual satisfaction and each is entitled to own the same without claim from one to the other. The parties are ordered to execute any documents necessary to evidence the change in legal ownership status (e.g., changing title of the Cadillac Mrs. Jones has in her possession from Mr. Jones' name into Mrs.



Jones' name) within thirty (30) days of the date of this Order.

13. The parties hereto own no joint debts.

14. When asked by the court, at the end of the trial, what monetary relief she sought from her husband, she responded she thought the sum of \$35,000 plus her attorney fees would be a fair sum. She also openly thought she was probably being too nice to her husband and the court concurs with her in her opinion. Mr. Jones claims not to have any money left from his second half million dollar retirement funds and while he did provide his wife with some funds and assets after they separated, the court finds that the sum of \$35,000 alimony in gross is a most reasonable and generous (in favor of Mr. Jones) settlement of Mrs. Jones claims in the marital estate. The court therefore awards her a judgment against Mr. Jones in the amount of \$35,000 alimony in gross.

15. The issue of period alimony is reserved in the event marital assets are discovered or Mr. Jones finds himself in a position to again become a wage earner, although in all fairness, he did share the first half million dollars he had with his wife and family, and did provide her with some financial support with the second half million he received from his retirement.

16. Based upon all the factors for the court to consider in deciding whether to award an attorney fee, the court finds that Mrs. Jones is entitled to an attorney fee award, especially considering Mr. Jones' conduct in ending the marriage and the considerable assets at his command during the end of the marriage. Mrs. Jones is awarded an attorney fee in the amount of \$9,750.00 plus costs of \$793.00 which the court finds to be a fair and reasonable fee for the litigation work done by her attorney.

17. Any requested relief not granted herein shall be deemed denied.

DONE and ORDERED this the 29th day of June, 2006.

I, Earl N. Carter, Jr., as Clerk of the Circuit Court, Tenth Judicial Circuit of Alabama, Bessemer Division, do hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of reported in said Court.

Witness my hand and the seal of said Court, this 17th

day of July, 2006

Clerk

Earl N. Carter, Jr.

Eugene R. Verin  
Eugene R. Verin, Circuit Judge