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ALABAMA JUDICIAL DATA CENTER
IN THE CIRCUIT COURT OF SHELBY COUNTY



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Shelby Cnty Judge of Probate, AL
04/14/2008 04:07:32PM FILED/CERT

JAMIE CRUMP STEWART VS JAMES PAUL STEWART JR

MORRISON RAMONA JOHNSON
P.O. BOX 278

CASE NUMBER: DR 2006 000655 00
PARTY NUMBER: C001

COLUMBIANA AL 35051

ISSUED ON: 02/28/2008 CLERK: MARY H. HARRIS
P.O. BOX 1810
COLUMBIANA AL 35051
(205) 669-3760

(02/28/2008) KAL

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
(DOMESTIC DIVISION)

JAMIE CRUMP STEWART
Plaintiff,

v.

JAMES PAUL STEWART, JR.
Defendant.

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CIVIL ACTION NO.: DR 006-655
CV 07-61

ORDER

THIS MATTER, came on to be heard, beginning the 29th day of January 2007, the 8th day of March 2007, which was then continued for hearing by the parties until the conclusion at which time testimony was resumed on the 15th day of January 2008 at 9 A.M., at which time testimony was taken and evidence introduced, all of which was concluded the 16th day of January 2008. The matter was submitted on Plaintiff Protection from Abuse Complaint and Complaint for Divorce and Defendant Answer and Counterclaim for Divorce and Plaintiff Motion for Sanctions. Therefore, upon due consideration of the testimony and evidence presented, the Court is of the opinion the following Order is due to be entered. Accordingly it is therefore,

ORDERED, ADJUDGED, AND DECREED by this Court as follows:

1. The Plaintiff's Complaint for Divorce is hereby **granted**; that the bonds of matrimony heretofore existing between the parties are dissolved, and the said Jamie Crump Stewart (hereinafter referred to as Wife and said James Paul Stewart, Jr. (hereinafter referred to as Husband are divorced, each from the other. That neither party shall marry again except to each other until sixty (60) days after the date of this

Judgment of Divorce, and if an appeal is taken [which must be instituted within forty-two (42) days from this Judgment, or from the date that a post-trial motion is denied], then neither party shall again marry except to each other during the pendency of the appeal.

2. The evidence reflects that there was one child born of the marriage, namely James Cole Stewart whose date of birth is June 1, 2006.

CUSTODY

3. The Wife shall have the sole care, control and custody of said minor child.

The Husband shall have the following visitation periods specified hereinbelow:

A. Husband Visitation Periods

- (a). **Weekend** - Every first and third weekend from Thursday of the first full weekend of the month at 12:00 p.m., with the child being picked up by the Husband from day care, and returning the child no later than 4:00 p.m. the following Sunday at the parking lot of McAlister Restaurant located at 5405 Highway 280 South, Shelby County, AL 35242; at which time the minor child shall be exchanged between the parties. Said scheduled visitation shall begin the first full weekend of the month following the execution of this agreement.
- (b). **Christmas** - Until the child reaches the age of three (3) years, the Husband shall have visitation privileges with the minor child for a period of four (4) days during the Christmas holidays beginning 3:00

p.m. on Christmas Day until 3:00 p.m. the 29th day of December.

Beginning Christmas 2009, the Husband shall have visitation with said child beginning at 6:00 p.m. on the first day of the school holiday season as set out in the school calendar until 3:00 p.m. Christmas Day and all odd numbered years thereafter. In even years, from 3:00 p.m. Christmas Day until 6:00 p.m. on the following January 2nd.

- (c). **Summer** - For two non-consecutive one (1) week periods, said periods to be selected during the month of June and August until the minor child reaches the age of 36 months at which time the Summer visitation period shall expand to two non-consecutive two (2) week periods; said periods to be selected one week after the child is excused from his classes to begin his summer vacation and one week prior to the designated time that school is to begin for the Fall session (elementary and/or 4K included) Husband shall give Wife thirty (30) days written notice of his intent to exercise his Summer custodial period. During the summer months the parties shall alternate the 4th of July Holiday, with the Wife having custody during even years and the Husband having visitation during odd years. Said period shall begin at 6:00 p.m. on July 3rd and end at 6:00 p.m. on July 4th, if said holiday is Mid-week. If the 4th of July is on Friday, the parent who has the child shall begin their respective period on Thursday at 6:00

p.m. until Sunday at 5:00 p.m.

- (d). **Thanksgiving** - Every odd year from 3:00 p.m. on the Wednesday before Thanksgiving Day until the following Sunday at 3:00 p.m.
- (e). **Mother's Day** - Wife shall have custody of the child on each Mother's Day. Said custodial period shall begin at 9:00 a.m. on Mother's Day until 6:00 p.m. on the same day. In the event Mother's Day does not fall on a weekend when Wife has her regularly scheduled custodial period with the child, then the Mother's Day custodial period shall be in addition to the Wife's regular custodial period.
- (f). **Father's Day** - Husband shall have the child on each Father's Day. Said period shall begin at 9:00 a.m. on Father's Day until 6:00 p.m. on the same day. In the event Father's Day does not fall on a weekend when Husband has custody of the child, then the Father's Day period shall be in addition to Husband's regular custodial period.
- (g). **Spring Break** -Husband shall have Spring Break holiday with the minor child in the odd years when the child begins elementary school. Said visitation shall commence at 3:00 p.m. on Friday immediately after school has adjourned for the holidays, and shall continue until 3:00 p.m. on the Saturday which follows the Spring Break week. Wife shall have Spring Break holiday with the minor child in the even

years. Said periods shall commence at 3:00 p.m. on Friday immediately after school has adjourned for the holidays, and shall continue until 3:00 p.m. on the Saturday following the Spring Break week.

- (h). **Easter Holiday** - Husband shall have the minor child on Easter Sunday in the odd numbered years from 10:00 a.m. until 5:00 p.m. of the same day. Wife shall have the minor child on Easter Sunday in the even years from 10:00 a.m. until 5:00 p.m. of the same day.
- (i). **Child birthdays** -The Husband shall have the minor child on odd numbered years from 10:00 am until 2:00 pm of the same day on the child birthday until the child enters K4 at which time the Husband shall have the child on odd numbered years from 3:00pm until 6:00 pm of the same day. The Wife shall have the minor child on even numbered years during anyone of the children's birthday. Should the child's birthdays occur during the Wife's weekend custodial period, the Husband shall have custody with the child on that day from 2:00 p.m. until 6:00 p.m. of the same day.
- (j). **Husband's birthday**- The child shall be with the Husband on his birthday from 3:00 p.m. until 7:00 p.m. of the same day.
- (k). **Wife's birthday**- The child shall be with the Wife on her birthday from 3:00 p.m. until 7:00 p.m. on the same day.

- (l) Any other reasonable times and places on which the parties can agree.
- (m). **Phone Contact.** - Each of the parties shall be able to maintain and have phone contact with the minor child between 6:00 pm and 7:00 pm while the child is in the other parties custody.
- (n). All exchanges of the minor child between the parties shall be at the McCalisters Restaurant located at 5406 Highway 280 South, Shelby County, AL 35242; while the Wife resides at the marital residence. After the Wife obtains a new residence, the Wife shall select a new public location for the exchange of the child within a three (3) mile radius of her new address; unless otherwise agreed to, in advance, in writing.

GOOD PARENTING PROVISIONS

- 4. The parties recognize that they have the following obligations to the child and to one another:
 - (a). Each parent shall foster and encourage a positive relationship between the child and the other parent.
 - (b). Each parent shall refrain from making unflattering or derogatory remarks to, or regarding the other parent in the presence of the child.
 - (c). Each parent shall keep the other parent advised at all times as to the current residence address and telephone number of the child.
 - (d). Each parent shall promptly return telephone calls placed to the other, and see

that the child does the same.

- (e). The parties shall communicate with one another and respects the others rules concerning the child's homework, discipline, and recreation.
- (f). Neither party shall at any time allow an unrelated person of the opposite sex, nor anyone involved sexually with the party, to remain with the party after midnight when the children are present.
- (g). Neither party shall consume or be under the influence of alcohol or drugs during any custodial/visitation period or when in the presence of the minor child.

NOTIFICATION OF ILLNESS OR ACCIDENT

5. In the event that the child becomes seriously ill or requires hospitalization due to an illness or accident, the party having the actual physical custody of the child at the time of such occurrence shall promptly notify the other party of such occurrence. Such notification shall include the nature of the illness or accident, the location of the child, and the name of the child's treating physician.

THE CHILD'S ACTIVITIES

6. Neither party shall schedule activities for the minor child which will preclude the other party from having the child with him or her at the times and places set forth hereinabove. In the event that it is necessary to schedule activities for the child, the parties shall jointly confer and shall make joint decisions concerning those activities as much as possible, and it shall be the responsibility of the party who is exercising his or her custodial/visitation period to transport the child to those activities. The scheduling of activities shall not be utilized to deprive either party of any

custodial/visitation periods.

ACCESS TO INFORMATION

7. Both parties shall have access to information concerning the child, including, but not limited to, medical, dental and hospital records, school records, report cards, and any other information concerning the parties' minor child.

SUPPORT AND INCOMING WITHHOLDING ORDER

8. Based upon the oral testimony and the evidence presented, it is the determination of this Court that income of the parties exceeds the guidelines as set out in *Rule 32 A.R.J.A.* However, it is the determination of this Court, based upon the evidence, that child support in the amount of \$1,500.00 per month in a timely fashion, due on the **first day of each month**, to commence on the 1st day of March 2008. Said payments of child support shall be paid to the Clerk of Court for Shelby County.

Reference is made to a separate Order, entitled Order of Continuing Income Withholding For Support dated this date which is specifically incorporated herein as a part of this Judgment. Such Order SHALL NOT BE SERVED on Husband's employer unless and until such is requested pursuant to Section 30-3-60 et seq., Code of Alabama 1975. A copy of the guideline forms have been filed and made a part of the record in this cause.

REAL PROPERTY

9. The parties jointly own real estate located at 909 Belgrave Court, Shoal Creek Alabama 35242-7202. The described real estate is the marital residence of the parties. The Husband shall have the mortgage to the homeplace refinanced, within one hundred twenty (120) days

of the final decree, in such a manner to have the Wife removed from the obligation of any debt associated with the real estate described herein. At the time of the refinancing, the Wife shall execute a statutory warranty deed transferring any right, title and interest she may have in said real estate. Husband shall pay to the Wife at the time of execution of said deed the sum of TWENTY-ONE THOUSAND AND NO/100 (\$21,000.00) dollars for her interest in said homeplace. Husband shall indemnify and hold Wife harmless of any debt on said homeplace. If, however, the refinancing of said real estate is not accomplished as herein described, then either party may petition the Court to have said property sold on the Shelby County courthouse steps, at public auction

The Wife shall continue to have exclusive occupancy and possession of said residence for a period of thirty (30) days from the date of entering the final decree of divorce, at which time the Wife shall vacate the premises and remove the items which she is awarded as set out in Paragraph 15. The house shall be left in good condition, normal wear and tear excepted, and Wife shall not encumber said property in any manner prior to executing the statutory warranty deed. The Husband shall continue to make all mortgage payments, second mortgage payments or equity line payments; property tax and insurance payments and be responsible for the maintenance and repairs on said residence until the Wife's name has been removed from the deed and mortgage(s). The Husband shall indemnify and hold harmless the Wife from any and all indebtedness regarding the residence.

Husband is also vested with full right, title and interest in and to any other residences in which he has any beneficial or equitable interest and the Wife is divested from same.

BUSINESSES

10. Husband is hereby vested with all right, title and interest in and to his business, equipment, and vehicles that run with same.

TAXES

11. Husband shall be responsible for and pay any and all taxes filed jointly or in his name since the date of marriage, the years ending in 2005 and 2006, and shall indemnify and hold harmless the Wife. In the event there is a refund resulting from any joint filing, the proceeds will be divided in direct proportion to each party's income.

COLLEGE

12. The issue of college education is reserved.

RELOCATION NOTICE

13. Pursuant to the recently enacted Alabama Parent-Child Relationship Act, Alabama law requires each party in this action who either has custody of or the right of visitation with a child to notify other parties who have custody of or the right of visitation with the child of any change in his or her address or telephone number, or both and of any change or proposed change of principal residence and telephone number or numbers of a child. This is a continuing duty and remains in effect as to each child subject to the custody or visitation provisions of this decree until such child reaches the age of majority or becomes emancipated and for so long as you are entitled to custody of or visitation with a child covered by this order. If there is to be a change of principal residence by you or by a child subject to the custody provisions of this order, you must provide the

following information to each other person who has custody or visitation rights under this decree as follows:

- (a). The intended new residence, including the specific street address, if known.
- (b). The mailing address, if not the same as the street address.
- (c). The telephone number or numbers at such residence, if known.
- (d). If applicable, the name, address and telephone numbers of the school to be attended by the child, if known.
- (e). The date of the intended change of principal residence of the child.
- (f). A statement of the specific reasons for the proposed change of principal residence of a child, if applicable.
- (g). A proposal for a revised schedule of custody of or visitation with a child, if any.
- (h). Unless you are a member of the Armed Forces of the United States of America and are being transferred or relocated pursuant to a non-voluntary order of the government, a warning to the non-relocating person that an objection to the relocation must be made within 30 days of the receipt of the notice of relocation will be permitted.

You must give notice by certified mail of the proposed change of principal residence on or before the 45th day before a proposed change of principal residence. If you do not know and cannot reasonably become aware of such information in sufficient time to provide a 45-day notice, you must give such notice by certified mail not later than the 10th day after the date you obtain such

information.

Your failure to notify other parties entitled to notice of your intent to change the principal residence of the child may be taken into account in a modification of the custody of or visitation with the child.

If you as a non-relocating party, do not commence an action seeking a temporary or permanent order to prevent the change of principal residence of a child within 30 days after receipt of notice of the intent to change the principal residence of the child, the change of principal residence is authorized.

MEDICAL INSURANCE

14. Wife shall provide hospital and major medical and dental insurance for the parties minor child, until the child reaches the age of majority, marries, or becomes self-supporting. Husband and Wife shall equally divide the expense for all necessary and reasonable hospital, medical, doctor, prescription drug, ophthalmology, dental, orthodontic, and psychiatric or other necessary counseling bills for said child not covered by insurance during the same period for which the Wife is obligated to provide insurance heretofore described.

The parties shall submit one to the other, proper documentation in writing regarding out-of-pocket expenses pertaining to non-covered necessary and reasonable hospital, medical, doctor, prescription drug, ophthalmology, dental, orthodontic, and psychiatric, or other necessary counseling bills for said child for reimbursement and/or payment from the other party. After submission of the documentation, a reimbursement shall be made within thirty (30) days of receipt of same to the forwarding party.

HOUSEHOLD FURNITURE, FURNISHINGS AND PERSONAL EFFECTS

15. Wife is AWARDED the following items of personal property which were owned by her prior to the marriage and brought into the marriage:

- a) Black table in upstairs hall
- b) Entertainment center
- c) 42" Sony Wega TV
- d) Sofa
- e) Loveseat
- f) Coffee table
- g) End table
- h) Eliptical machine
- i) Patio furniture, table & 4 chairs

Wife is further AWARDED the following items of personal property:

- a) Leather sofa, recliner and chair
- b) Cole's baby furniture
- c) 15" flat screen Magnavox TV
- d) Dining room table and chairs
- e) Dining room rug
- f) All of her jewelry
- g) Gas grill
- h) All of her childhood pictures and letters
- i) Kitchen rug
- j) Entrance table
- k) All of her personal clothes, shoes, hats and jackets
- l) One-half of the following items:
 - Throw rugs, yard tools, blankets, child's toys,
 - weights, any paintings and pictures that were
 - purchased after the marriage, linens, towels,
 - dishes, cookware, pots and pans, kitchen utensils

In the event the parties and their attorneys cannot agree upon a division of the items listed above, the Court will entertain a Motion presenting the disagreement to the Court for the Court to make a decision.

All pictures and videos of Cole are hereby AWARDED to Plaintiff and Defendant jointly and Defendant shall be responsible for payment of the cost of duplication of said photographs

and videos.

The Husband is AWARDED all right title and interest in and to all other furniture, furnishings, appliances, household goods and his own personal clothing and effects and other personal property, not specifically awarded under other items of this Decree.

MOTOR VEHICLES

16. (A). The Husband is vested with full right, title and interest in the vehicle which he is currently driving, and the Wife is divested of any right, title or interest therein.

(B). The Wife is vested with full right, title and interest in the 2006 Hummer H3 vehicle which she is currently driving and the Husband is divested of any right, title or interest therein. The Wife shall be responsible for the indebtedness on same and shall indemnify and hold harmless the Husband regarding said debt.

(C). Title to any boats, sea-dos or other water craft vehicle belonging to the Husband prior to the marriage is hereby vested in his name and Wife is divested of any interest therein.

OTHER PROPERTY

17. (A) All items of personal or real property currently in the Husband's name or belonging solely to him, including: Contractor Mechanical Engineers, (except as specifically referred to in this Agreement), including without limitation, cash, checking and savings accounts, IRA's, securities, mortgages, life insurance policies, and the like, shall be his sole property, and the Wife hereby renounces any interest that she may have therein.

(B) All items of personal or real property currently in the Wife's name or belonging solely to her (except as specifically referred to in this Agreement), including without limitation, cash,

checking and savings accounts, IRA's, securities, mortgages, life insurance policies, trusts, and the like, shall be her sole property, and the Husband hereby renounces any interest that he may have therein.

(C). The Husband shall retain ownership of the 2007 *Thunder Mountain Customs Keystone* Motorcycle purchased during the marriage for approximately FORTY-EIGHT THOUSAND (\$48,000.00) DOLLARS. The debt is financed at Legacy Credit Union which is the account of the wife. The indebtedness is approximately TWENTY SIX THOUSAND AND NO/100 (\$26,000.00) DOLLARS as of the 1st day of January, 2008. The Husband shall be responsible for the payment of said motorcycle. The monthly payment for same is SIX HUNDRED EIGHTY-FIVE AND 00/100 (\$685.00) DOLLARS and due no later than the 8TH day of each month; said payments shall be made timely so as to not adversely effect the credit of the Wife. The Wife's name shall be removed within thirty (30) days after the entering of this decree, otherwise, the ownership of same shall be transferred to the Wife.

ALIMONY IN GROSS

18. Husband shall pay to Wife the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) as alimony in gross. Said amount shall be paid to the Wife, within sixty (60) days of the date of this order.

DEBTS

19. In the event any indebtedness does exist and is not specifically referred to in this Agreement, then the Husband shall pay any and all such debts which he may have incurred, and he shall indemnify and hold harmless the Wife from any liability or claims thereon. The Wife

shall likewise assume and pay any and all such debts since the date of separation, the 17th day of June 2007, that she may have incurred, and shall indemnify and hold harmless the Husband from any liability or claims thereon

EXECUTION OF DOCUMENTS

20. Each of the parties hereto shall, when and as requested by the other party, execute and deliver to such other party any and all documents, deeds, releases and conveyance necessary or convenient to show title to the property of the said parties vested in accordance with the terms of this Agreement.

PROTECTION FROM ABUSE

21. That the Wife was caused to file a Petition for Protection from Abuse in this matter. The Court finds that the Wife was warranted in filing said Petition for Protection from Abuse. These allegations were made in Case No. CV-2007-061. CV-2007-061 is dismissed and costs taxed as paid. However, in determining the award of custody, marital assets, property settlement and the award of alimony in gross and the award of attorney fees, the Court took the testimony from both parties as it related to CV-2007-061 into consideration. Any restraining orders outstanding are hereby dismissed.

SANCTIONS

22. This Court recognizes the fact of the difficulties which occurred as a result of the Husband's non-compliance of the discovery request of the Wife and find the Wife's counsel expended numerous additional hours which the Husband was ordered and required to provide. The Court finds that the Husband is non-complaint and further that sanctions should be imposed as a

result of the non-compliance. The sanctions shall be addressed in the award of attorneys fees herein below.

MISCELLANEOUS

23. There was testimony of certain cash being removed from the residence and an engagement ring which Husband had given to Wife. Those items are vested in Wife and the Husband is divested of any right, title or interest therein.

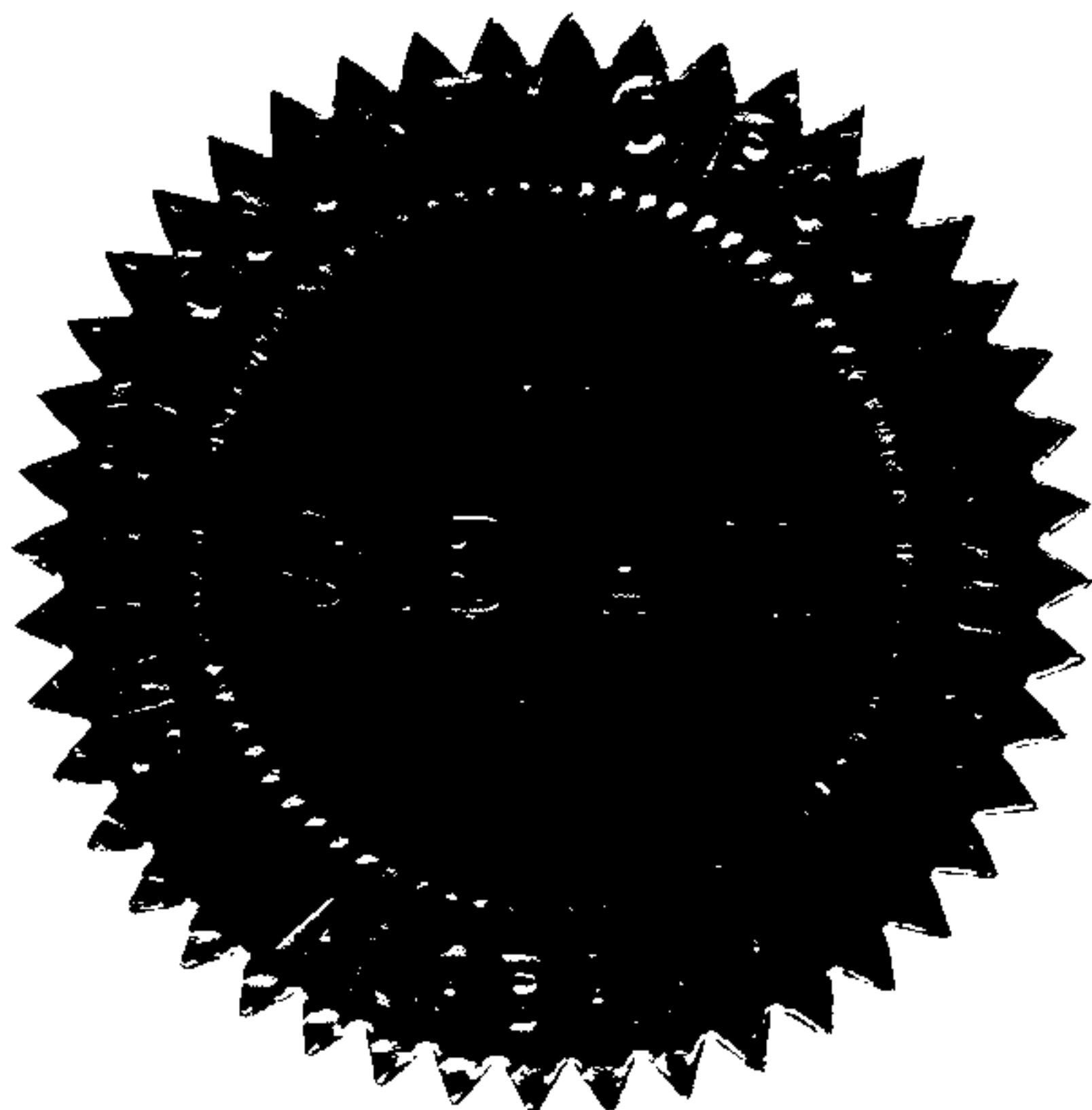
24. (A). The Husband shall pay to Wife's counsel, Ramona J. Morrison and Frederick A. Erben, the amount of SEVENTEEN THOUSAND AND NO/100 DOLLARS (\$17,000.00) in addition to a reimbursement of expense in the amount of TWO THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$2,900.00).

(B). The award of Attorneys fees set out hereinabove, does not necessarily represent the entire fees for said counsel, however represents the contribution which the Husband shall make to the Wife for payment of said fees. The Husband can extinguish his obligation set out herein, by paying directly to the offices of Frederick A. Erben, 2025 Third Avenue North, Suite 102, Birmingham, AL 35203; or Ramona J. Morrison, 101 N. Main Street, Columbiana, AL 35051.

(C). Court costs shall be taxed as paid.

****LAST ITEM****

DONE and executed in triplicate on this the 27th day of February, 2008.



Harris
CIRCUIT JUDGE

I, Mary Harris, Clerk and Register of the Circuit Court for Shelby County, Alabama, do hereby certify that the foregoing is a correct copy of the original decree rendered by the Judge of the Circuit Court in the above stated cause, which said decree is on file and entered in my office.

Witness by hand and seal this the 28th

day of February, 2008
Mary H. Harris
Clerk & Register of Circuit Court

RECEIVED AND FILED
MARY H. HARRIS

CIRCUIT & DISTRICT
COURT CLERK
SHE/RYCO

Copies of this Order mailed pursuant
to Rule 77(d) of the Alabama Rules of
Civil Procedure this date.

Dated: _____.

Frederick A. Erben, Esq.
BEDDOW, ERBEN & BOWEN, P.A.
2025 Third Avenue North
Suite 102-The Massey Building
Birmingham, AL 35203

Ramona J. Morrison, Esq.
CROWSON & MORRISON, LLC
101 N. Main Street
Columbiana, AL 35051

Douglas L. Key, Esq.
KEY, GREER
2163 Highway 31, South
Pelham, AL 35124

CS-42 Calculator**Plaintiff:**

Monthly Gross Income*: 2274
Pre-Existing Child Support: 0
Pre-Existing Alimony: 0
Monthly Adjusted Gross Income: 2274
Percentage of Income: 21.71 %
Health Insurance Payments: 438

Total Child Support Obligation:

Work Related Child Care Costs:

Health Insurance Costs:

Total Child Support Obligation:

Child Support Obligation:

Adjustment For Health Insurance:

Recommended Child Support:

Defendant:

Monthly Gross Income*: 8200
Pre-Existing Child Support: 0
Pre-Existing Alimony: 0
Monthly Adjusted Gross Income: 8200
Percentage of Income: 78.29 %
Health Insurance Payments: 0

992

455

438

1885

Child Support Obligation:

Adjustment For Health Insurance:

Recommended Child Support:

Number of Children: 1

Choose Obligor: Defendant

Calculate

20080414000151770 20/24 \$83.00
Shelby Cnty Judge of Probate, AL
04/14/2008 04:07:32PM FILED/CERT

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
Plaintiff Jamie Crump Stewart vs. Defendant James Paul Stewart, Jr.

20080414000151770 21/24 \$83.00
Shelby Cnty Judge of Probate, AL
04/14/2008 04:07:32PM FILED/CERT

I am X currently employed. My employer's name and address are:
Construction & Mechanical

currently employed. My employer's name and address are:
Construction & Mechanical Engineers 1828 Briar Meadow Road
Birmingham, Alabama 35210

Last position title: _____
Average monthly salary last year of employment: \$ _____
Monthly income includes: _____

My gross monthly income includes:
(For examples of "I":

(For examples of "income that must be included, see back of form. If income varies by month, enter the estimated average monthly income.)

Employment income \$
Self-employment income \$
Other employment-related income \$
Other non-employment related income \$
Total \$

3a. I incur the following amount monthly for child care

3b. The child(ren) of the parties is/are
~~X~~ not covered by health insurance from me
 and/or my employer.
 _____ covered by health insurance, and I pay the
 following amount monthly for the insurance
 coverage.

\$ _____
(If none, write "None.")

RECEIVED AND FILED
MARY H. HARRIS
JUN 10 1964
CIRCUIT & DISTRICT
COURT CLERK
SHE/RYCO

understand that I will be required to maintain all income documentation, including my most recent income tax return, used in preparing this affidavit and that such documentation shall be made available as directed by the court.

understand that any intentional falsification of the information presented in this income statement/affidavit shall be deemed contempt of court.

CHILD SUPPORT OBLIGATION
INCOME STATEMENT/AFFIDAVIT

Case Number
DR-06-0655HCL

IN THE CIRCUIT COURT OF SHELBY COUNTY
Plaintiff JAMIE CRUMP STEWART v. Defendant JAMES PAUL STEWART, JR.

AFFIDAVIT

I, JAMIE CRUMP STEWART, being duly sworn upon my oath, state as follows:

1. I am the ☒ Plaintiff ☐ Defendant in the above entitled matter.

My Social Security number is: [REDACTED]

2. I am currently employed. UAHSF-THE KIRKLIN CLINIC
P.O. BOX 55407, BIRMINGHAM, AL 35255-5407



20080414000151770 22/24 \$83.00
Shelby Cnty Judge of Probate, AL
04/14/2008 04:07:32PM FILED/CERT

Last position title: _____

Average monthly salary last year of employment: \$ _____

3. My gross monthly income includes:
(For examples of income that must be included, see back of form. If income varies by month, enter the estimated average monthly income.)

Employment income	<u>2274.16</u>
Self-employment income	_____
Other employment-related income	_____
Other non-employment related income	_____
Total	_____

3a. I incur the following amount monthly for child-care \$ 793.00
(If none, write "None")

3b. The child(ren) of the parties is/are
☐ not covered by health insurance from me
and/or my employer.

☒ covered by health insurance and I pay the
following amount monthly for the insurance
coverage.

\$ 438.00
(If none, write "None")

4. I understand that I will be required to maintain all income documentation used in preparing this affidavit (including my most recent income tax return) and that such documentation shall be made available as directed by the court.

5. I understand that any intentional falsification of the information presented in this income statement/affidavit shall be deemed contempt of court.

Sworn to and subscribed before me this 16th

day of June, 2008.

Jamie Stewart
Affiant

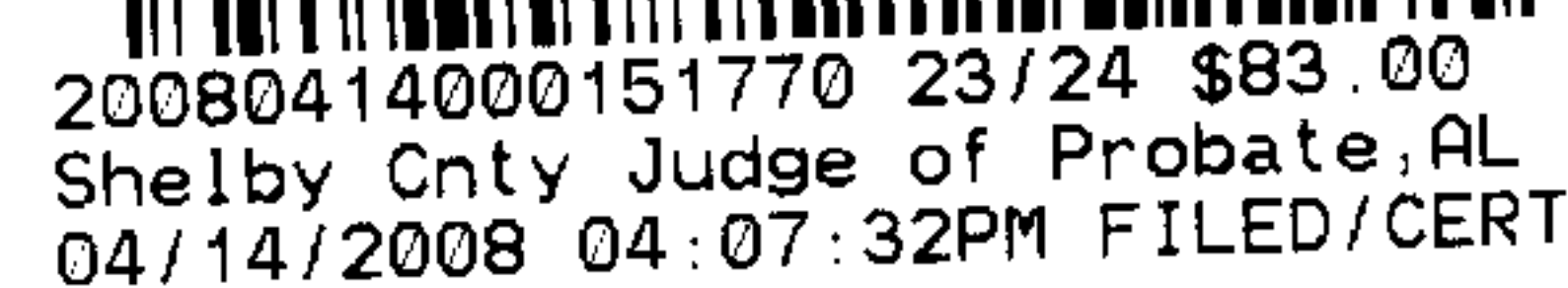
Frederick D. Baker
Notary/Clerk/Register

RECEIVED AND FILED
MARY H. HARRIS

CIRCUIT & DISTRICT
COURT CLERK
SHELBY COUNTY

☐ NOTICE OF AN ORDER TO WITHHOLD INCOME FOR CHILD SUPPORT

☒ Original ☐ Amended ☐ Termination Date: 2-27-08
☒ State/Tribe/Territory State of Alabama
City/Co./Dist./Reservation Shelby County
Non-governmental entity or Individual Jamie Stewart v. James
Case Number DR-2006-655



Construction & Mechanical Engineers RE:

Employer's/Withholder's Name
1828 Briar Meadow Road

Employer's/Withholder's Address
Birmingham, Alabama 35210

Employer's/Withholder's Federal EIN Number (if known)

Stewart, James Paul, Jr.
Employee's/Obligor's Name (Last, First, MI) [REDACTED]
Employee's/Obligor's Social Security Number DR-2006-655
Employee's/Obligor's Case Identifier Stewart, Jamie Crump
Obligee's Name (Last, First, MI)

ORDER INFORMATION: This document is based on the support or withholding order from State of Alabama.
You are required by law to deduct these amounts from the employee's/obligor's income until further notice.

\$	<u>1,500.00</u>	Per	<u>month</u>	current child support
\$	<u> </u>	Per	<u> </u>	past-due child support - Arrears greater than 12 weeks? ☐ yes ☐ no
\$	<u> </u>	Per	<u> </u>	current cash medical support
\$	<u> </u>	Per	<u> </u>	past-due cash medical support
\$	<u> </u>	Per	<u> </u>	spousal support
\$	<u> </u>	Per	<u> </u>	past-due spousal support
\$	<u> </u>	Per	<u> </u>	other (specify)

for a total of \$ 1,500.00 per month to be forwarded to the payee below.

You do not have to vary your pay cycle to be in compliance with the support order. If your pay cycle does not match the ordered payment cycle, withhold one of the following amounts:

\$_____ per weekly pay period. \$_____ per semimonthly pay period (twice a month).
\$_____ per biweekly pay period (every two weeks). \$_____ per monthly pay period.

REMITTANCE INFORMATION: When remitting payment, provide the pay date/date of withholding and the case identifier. If the employee's/obligor's principal place of employment is in the State of Alabama, begin withholding no later than the first pay period occurring 14 days after the date of service. Send payment within **seven (7)** working days of the pay date/date of withholding. The total withheld amount, including your fee, may not exceed 60 % of the employee's/obligor's aggregate disposable weekly earnings.

If the employee's/obligor's principal place of employment is not in the State of Alabama, for limitations on withholding, applicable time requirements, and any allowable employer fees, follow the laws and procedures of the employee's/obligor's principal place of employment (see #3 and #9, ADDITIONAL INFORMATION TO EMPLOYERS AND OTHER WITHHOLDERS).

Make check payable to: Alabama Child Support Payment Center (ACSPC)

Send check to: **P. O. Box 244015, Montgomery, AL 36124-4015**

If remitting payment by EFT/EDI, call **1-866-252-4453** before first submission. Use this FIPS code:

Bank routing number: _____ Bank account number: _____

If this is an Order/Notice to Withhold:

Print Name H. L. Conwill

Title of Issuing Official Circuit Judge

Signature and Date KH Conall 2/27/08

☐ IV-D ☐ Agency ☒ Court

Attorney with authority under state law to issue order/notice.

If this is a Notice of an Order to Withhold:

Print Name _____

Title (if appropriate)

Signature and Date

☐ Attorney ☐ Individual ☐ Private Entity

NOTE: Non-IV-D Attorneys, individuals, and non-governmental entities must submit a Notice of an Order to Withhold and include a copy of the income withholding order unless, under a state's law, an attorney in that state may issue an income withholding order. In that case, the attorney may submit an Order/Notice to Withhold and include a copy of the state law authorizing the attorney to issue an income withholding order/notice.

IMPORTANT: The person completing this form is advised that the information on this form may be shared with the obligor.

OMB 0970-0154

ADDITIONAL INFORMATION TO EMPLOYERS AND OTHER WITHHOLDERS

☐ If checked, you are required to provide a copy of this form to your employee/obligor. If your employee works in a state that is different from the state that issued this order, a copy must be provided to your employee/obligor even if the box is not checked.

1. **Priority:** Withholding under this Order or Notice has priority over any other legal process under state law (or tribal law, if applicable) against the same income. If there are federal tax levies in effect, please notify the contact person listed below. (See 10 below.)
2. **Combining Payments:** You may combine withheld amounts from more than one employee's/obligor's income in a single payment to each agency/party requesting withholding. You must, however, separately identify the portion of the single payment that is attributable to each employee/obligor.
3. **Reporting the Paydate/Date of Withholding:** You must report the paydate/date of withholding when sending the payment. The paydate/date of withholding is the date on which the amount was withheld from the employee's wages. You must comply with the law of the state of employee's/obligor's principal place of employment with respect to the time periods within which you must implement the withholding and forward the support payments.
4. **Employee/Obligor with Multiple Support Withholdings:** If there is more than one Order or Notice against this employee/obligor and you are unable to honor all support Orders or Notices due to federal, state, or tribal withholding limits, you must follow the state or tribal law/procedure of the employee's/obligor's principal place of employment. You must honor all Orders or Notices to the greatest extent possible. (See 9 below.)
5. **Termination Notification:** You must promptly notify the Child Support Enforcement (IV-D) Agency and/or the contact person listed below when the employee/obligor no longer works for you. Please provide the information requested and return a complete copy of this Order or Notice to the Child Support Enforcement (IV-D) Agency and/or the contact person listed below. (See 10 below.)

THE EMPLOYEE/OBLIGOR NO LONGER WORKS FOR: _____

EMPLOYEE'S/OBLIGOR'S NAME: _____ **CASE IDENTIFIER:** _____

DATE OF SEPARATION FROM EMPLOYMENT: _____

LAST KNOWN HOME ADDRESS: _____

NEW EMPLOYER/ADDRESS: _____

6. **Lump Sum Payments:** You may be required to report and withhold from lump sum payments such as bonuses, commissions, or severance pay. If you have any questions about lump sum payments, contact the Child Support Enforcement (IV-D) Agency.
7. **Liability:** If you have any doubts about the validity of the Order or Notice, contact the agency or person listed below under 10. If you fail to withhold income as the Order or Notice directs, you are liable for both the accumulated amount you should have withheld from the employee's/obligor's income and any other penalties set by state or tribal law/procedure.

8. **Anti-discrimination:** You are subject to a fine determined under state or tribal law for discharging an employee/obligor from employment, refusing to employ, or taking disciplinary action against any employee/obligor because of a child support withholding.

9. **Withholding Limits:** For state orders, you may not withhold more than the lesser of: 1) the amounts allowed by the Federal Consumer Credit Protection Act (15 U.S.C. § 1673(b)); or 2) the amounts allowed by the state of the employee's/obligor's principal place of employment. The federal limit applies to the aggregate disposable weekly earnings (ADWE). ADWE is the net income left after making mandatory deductions such as: state, federal, local taxes, Social Security taxes, statutory pension contributions, and Medicare taxes. The Federal CCPA limit is 50% of the ADWE for child support and alimony, which is increased by 1) 10% if the employee does not support a second family; and/or 2) 5% if arrears greater than 12 weeks. For tribal orders, you may not withhold more than the amounts allowed under the law of the issuing tribe. For tribal employers who receive a state order, you may not withhold more than the amounts allowed under the law of the state that issued the order.

Child(ren)'s Names and Additional Information: James Cole Stewart DOB 6-1-06 DO NOT SERVE

10. If you or your employee/obligor have any questions, contact _____ **(Circuit Clerk)**
by telephone at _____ by Fax at _____ or by internet at _____