

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

WENDY S. YOUSIF,)
)
PLAINTIFF,)
) CIVIL ACTION NO.:
VS.) DR 06 438 GDR
)
NIDAL F. YOUSIF,)
)
DEFENDANT.)

FINAL JUDGMENT OF DIVORCE

THIS CAUSE coming on to be heard and both parties appearing in Open Court with their attorneys and representing to the Court that they are in agreement and the Memorandum Agreement being entered on June 14, 2007 and being signed by the parties and their respective attorney's. Upon consideration thereof, together with ore tenus testimony, it is

ORDERED and ADJUDGED by the Court:

1. That the bonds of matrimony heretofore existing between the parties are dissolved, and the said Wendy S. Yousif and Nidal F. Yousif are divorced each from the other.
2. 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.

3. **Custody and Residency.**

(a) The parties shall have joint custody of the minor children of the marriage, namely, Shawn Fareed Yousif, 16 years of age, d.o.b. December 6, 1990; Sami Ryan Yousif, 13 years of age, d.o.b. March 31, 1994; Jordan Sameer Yousif, 10 years of age, d.o.b. June 27, 1996; and Caleb Nidal Yousif, 5 years of age, d.o.b. May 29, 2002. Plaintiff shall have the primary legal and physical custody and shall provide the primary residence for said children. Defendant and Plaintiff understand that joint custody means that both parties shall retain full parental rights and responsibilities with respect to their children regardless of which party has physical custody at any particular time. Defendant and Plaintiff agree that the custody established herein means shared parental responsibility and requires both parents to confer so that major decisions affecting the health and welfare of the children shall be jointly determined.

(b) It is the intention of the parties that the minor children have free and open access to both parents; they shall foster that access by permitting and encouraging open communication and encouraging the minor children to spend time with both parents in accordance with the wishes of the minor children. In the event that the parties are unable to reach a mutual agreement regarding the specific periods of the children's residency with their father, he shall be entitled to no less than the following:

1. (a) The first and third weekends of each month from 6:00 p.m. on the first and third Friday until 6:00 p.m. on the following Sunday.

(b) Should either a Federal or State holiday, or the children's school schedule, excuse the children from attendance at school on the Friday beginning the custodial/visitation period and/or on the Monday following said period, the first and third weekend custodial/visitation period shall be extended to include said Friday and/or Monday. The Friday custodial/visitation period shall begin at 9:00 a.m. The Monday custodial/visitation period shall end at 6:00 p.m.

(d) The custodial/visitation periods specified in the preceding paragraphs (a) and (b) shall be superseded by the specific custodial/visitation periods as set forth in the following paragraphs 2. through 9.

2. CHRISTMAS: Christmas Holidays from 6:00 P.M Christmas Day until 6:00 P.M. on the following January 2nd.

3. THANKSGIVING: In even numbered years on the week of Thanksgiving from 4:00 P.M. on Wednesday afternoon until 6:00 P.M. the following Friday. During said years and when the regularly scheduled weekend custodial/visitation period does not fall on the weekend following Thanksgiving Day, the third weekend of November may be substituted for the weekend immediately following Thanksgiving Day.

4. EASTER: The children will be with their mother each and every Easter from 6:00 P.M. on the Saturday before Easter until Easter Sunday at 6:00 P.M.

5. EID: The children will be with their father on Eid from 6:00 p.m. on the night prior to the celebration of Eid until 6:00 p.m. the following day.

6. SUMMER: Beginning in 2008, two (2) fourteen day periods during the school summer break each year, at times to be selected by the parent exercising custodial/visitation period upon written notice to the other party at least thirty (30) days in advance. Such periods shall be separated by at least two (2) weeks, and shall be scheduled so that the children are returned to the primary residence at least one week before the beginning of the fall school term.

7. SPRING BREAK: Spring school break in even numbered years as set by the school calendar. Said spring break custodial/visitation period shall commence at 6:00 P.M. on the Friday beginning the spring break, and conclude at 6:00 P.M. on the following Friday.

8. FALL BREAK: Fall school break in odd numbered years as set by the school calendar. Said fall break custodial/visitation period shall commence at 6:00 P.M. on the first day of the fall break, and conclude at 3:00 P.M. on the last day of the fall break.

9. FATHER'S DAY: The Father shall have the right of custodial/visitation period with the children for Father's Day of each year. Said custodial/visitation period shall begin at 4:00 P.M. on the Saturday prior to Father's Day and shall end no later than 6:00 P.M. on Father's Day.

10. MOTHER'S DAY: The Mother shall have the right of custodial/visitation period with the children for Mother's Day of each year. Said custodial/visitation period shall begin at 4:00 P.M. on the Saturday prior to Mother's Day and shall end no later than 6:00 P.M. on Mother's Day.

11. BIRTHDAYS: The children's birthday in odd numbered years from 4:00 P.M. until 7:30 A.M. the following day. The same period shall be reserved for Plaintiff in even numbered years.

12. OTHER VISITATION:

(a) The custodial/visitation periods as provided herein are intended by the Court to be the *minimum* to which each parent is entitled. The parties are encouraged to extend such periods, as herein allowed, as the children grow older, and as may be in the best interest of said children, and to reschedule, by mutual agreement, any custodial/visitation period which is inconvenient for the parties or interferes with the children's extra curricular activities, with both parties keeping in mind the best interest of the children.

(b) Each party shall give the other party the right of first refusal for child care during his or her custodial/visitation period, in the event the custodial parent is required to be out of town for an overnight stay or is otherwise in need of extended child care.

13. NOTIFICATION OF ILLNESS OR ACCIDENT: In the event that the children become seriously ill or require hospitalization due to an illness or accident, the party having the actual physical custody of the children 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.

14. PROPRIETY:

(a) Neither party shall in any way attempt to harass, harm, hinder, decrease, or destroy the natural love of the children for the other parent. Neither parent shall make disparaging remarks or otherwise speak badly of the other parent to another party, to, or in the presence of, the children and both parents shall make every effort to prevent others from doing so. Further, the parties shall strive to maintain harmonious relations for the benefit of the parties' children.

(b) Neither party shall be under the influence of alcohol or narcotic drugs, during any custodial/visitation period, or when in the presence of the minor children.

(c) Neither party shall at any time allow an unrelated person of the opposite sex to remain with the party after 10:00 p.m. when the children are present.

15. TELEPHONE ACCESS: Each party shall have reasonable telephone access with the minor children while in the physical control of the other parent. The children shall also have reasonable telephone access to both parents at all reasonable times. Each party shall provide the other party with the address and telephone number where the minor children may be located during their respective custodial/visitation periods.

16. NOTICE: Except as provided with respect to the extended summer time custodial/visitation period specified hereinabove, no advance notice shall be required of the parent exercising his or her custodial/visitation period. However, that party shall notify the other party, as soon as practicable, if that party is unable to visit with the children at the scheduled time and place.

17. THE CHILDREN'S ACTIVITIES: Neither party shall schedule activities for the minor children which will preclude the other party from having the children with him or her at the times and places set forth hereinabove. In the event that it is necessary to schedule activities for the children, 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 children to those activities. The scheduling of activities shall not be utilized to deprive either party of any custodial/visitation periods.

18. ACCESS TO INFORMATION: Both parties shall have access to information concerning the children, including, but not limited to, medical, dental and hospital records, school records, report cards, and any other information concerning the parties' minor children.

This Order shall be deemed to be a release, thereby allowing school officials and/or medical providers to furnish both parties with any of the children's school, medical, dental, hospital or psychological records.

(c) Alabama law requires each party in this action who has either 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 has 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 or visitation 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:

1. The intended new residence, including the specific street address, if known.
2. The mailing address, if not the same as the street address.
3. The telephone number or numbers at such residence, if known.
4. If applicable, the name, address, and telephone number of the school to be attended by the child, if known.
5. The date of the intended change of principal residence of a child.
6. A statement of the specific reasons for the proposed change of principal residence of a child, if applicable.
7. A proposal for a revised schedule of custody of or visitation with a child, if any.
8. 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 receipt of the notice or the 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 that you obtain such information.

Your failure to notify other parties entitled to notice of your intent to change the principal residence of a 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.

4. **Child Support and Income Withholding Order.**

(a) Defendant shall pay to Plaintiff One Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,750.00) per month for the support and maintenance of the minor children of the parties. The first such payment is to be paid on or before July 1, 2007 and subsequent payments shall be made on the first day of each month thereafter until such time as the minor children shall reach the age of nineteen (19), marry or become self-supporting, whichever shall first occur. It is the intent of the parties that as the child support obligation may change, they shall determine the correct amount to be paid under the guidelines without the necessity of a formal modification. However, in the event that the parties cannot agree, either party may petition the Court for a modification under the law existing at that time. The parties have agreed to the amount of child support set out herein due to Defendant paying extracurricular activities.

(b) On or before April 30th of each year, the parties shall provide each other with a copy of their final income tax returns for the previous year. Should either party obtain a filing extension, the final tax return shall be forward to the other party within 15 days of filing.

(c) That reference is hereby made in this Agreement to a separate Order entitled, Order of Continuing Withholding for Support, pursuant to Code of Alabama, 1975 section 30-3-60, et. seq., which shall be entered but **NOT** served upon Defendant's employer until further order of the Court. As an alternative method of payment, the Defendant shall make all child support payments directly to the Plaintiff.

(d) As additional support, Defendant shall pay to the minor child, Fareed Yousif, the sum of One Hundred and 00/100 Dollars (\$100.00) per week to assist in his purchase of gasoline.

(e) Additionally, Defendant shall pay all extracurricular expenses for the children including, but not limited to sports fees, school fees, sporting uniforms and equipment, automobile insurance, piano lessons and the like.

5. **College Education.**

Defendant shall pay and be responsible for expenses related to the children's college education. This responsibility shall include expenses for an undergraduate degree based on the prevailing rates at a state funded University, such as the University of Alabama or Auburn University. Expenses to include: room, board, books, tuition, and fees, less any scholarships and the like. The Defendant's obligation for said expenses shall be conditioned upon the following: The child's enrollment status be at a minimum a "part-time" student; the child progressing towards a degree; the child maintaining a "C" or better overall grade point average; and, a copy of the child's grades being sent to both parents as soon as same are received by the child or other parent. Enrollment must be continuous for the period of this obligation, except that the child may take a hiatus for a period of up to one quarter/semester. It is not the intent of the parties that a child attend summer school unless it benefits the child.

6. **Insurance.**

Medical Insurance

(a) Plaintiff shall provide and maintain major medical, hospitalization, vision and dental insurance for the benefit of the minor children for so

long as there is an obligation to pay child support or college expenses as set out herein. Plaintiff shall provide to Defendant a proper identification card within thirty (30) days from the date of the memorandum agreement of the parties. Defendant shall maintain the current policy of insurance until Plaintiff's medical insurance is in place.

(b) Plaintiff and Defendant shall each pay one-half (1/2) of non-covered medical expenses incurred for the children including, but not limited to, hospital, doctor, dental, orthodontic and psychological. Plaintiff shall pay all routine co-pays, prescriptions and checkups for the children.

(c) Plaintiff shall provide to Defendant bills, receipts, invoices, or other statements for major medical, dental, vision and health costs incurred for and on behalf of the minor children within 30 days of receipt. If she is called upon to pay for said expenses at the time of service being rendered, Defendant shall promptly reimburse Plaintiff upon receiving documentation but no later than fifteen (15) days from receipt thereof.

Life Insurance

(d) Plaintiff is the owner of a policy of life insurance on Defendant's life in the amount of \$500,000.00. Plaintiff shall maintain the current policy in effect for so long as there is an obligation for child support or college expenses to be paid.

7. Alimony.

Periodic Alimony

(a) Defendant shall pay to Plaintiff the sum of Seven Hundred Fifty and 00/100 Dollars (\$750.00) per month as periodic alimony for her support and maintenance. The first such payment is to be paid on or before July 1, 2007 and

subsequent payments shall be made on the first day of each month thereafter until the death of Defendant or Plaintiff, remarriage of Plaintiff or cohabitation of Plaintiff in accordance with Alabama law. Upon the occurrence of any of the aforementioned events, Defendant's obligation to pay periodic alimony to Plaintiff shall cease.

Alimony En Gros

(b) Defendant shall pay to Plaintiff as *alimony en gros* the sum of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00). Defendant shall satisfy this obligation by paying to Plaintiff the sum of One Thousand and 00/100 Dollars (\$1,000.00) per month for a period of ten years or until such time said sum is paid in full. The first such payment is to be paid on or before July 15, 2007 and subsequent payments shall be made on or before the fifteenth day of each month thereafter until paid in full.

8. **Real Property.**

(a) Defendant is awarded the full right, title and interest of the parties in and to the family home situated at 536 N. Lake Cove, Birmingham, Alabama 35242 and Plaintiff is divested of any right, title or interest therein. Plaintiff shall convey her interest in said home to Defendant by appropriate deed. Defendant shall assume and pay the mortgage indebtedness against said home and all other charges, assessments, taxes and insurance connected with it and shall indemnify and hold Plaintiff harmless against any claims thereon. Defendant will pay to Plaintiff as her equity, the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00). Judgment is entered in favor of Plaintiff and against Defendant in said amount. Said sum shall be paid as follows: Sixty Thousand and 00/100 Dollars (\$60,000.00) within fifteen days from the date of the memorandum agreement; Twenty Thousand and 00/100 Dollars (\$20,000.00) on or

before June 14, 2008; and, Twenty Thousand and 00/100 Dollars (\$20,000.00) on or before December 31, 2008. The parties understand that said sum is a property settlement and shall not be taxable to Plaintiff nor deductible by Defendant. In the event the real property is sold prior to the satisfaction of the monies owed to Plaintiff in paragraph 7(b) herein, Defendant shall pay to Plaintiff, to reduce said balance, an amount equal to one-half of the net proceeds. In the event Defendant fails to make any of the payments as set out herein, Plaintiff shall have the right to immediately file a petition with the court to have the property sold by judicial sale.

(b) Defendant is awarded all right, title and interest in the properties known as Mays Bends, Pell City, Alabama; and, the property associated with Extreme Automotive, 6503 Third Avenue North, Birmingham, Alabama. Defendant shall pay and be responsible for the indebtedness thereon and shall indemnify and hold Plaintiff harmless against any claims or liability thereon.

(c) The escrow surplus in the amount of \$5,982.00 shall be used by the parties to pay off Jordan Yousif's braces and the remainder of any soccer fees.

9. **Personal Property.**

Furniture and Furnishings

(a) Plaintiff and Defendant have amicably divided all furniture, furnishings, fixtures, appliances, goods and wares located in the marital residence except the major furniture shall be divided as set out on Exhibit A, attached hereto and incorporated by reference herein with Plaintiff having those items in the left column and Defendant the right column.

(b) Plaintiff is awarded the piano and shall be responsible for the indebtedness thereon.

Automobiles

(c) Plaintiff shall have all right and interest in the Honda Odyssey Van and Defendant is divested of any and all right and interest therein. Defendant shall be responsible for any outstanding indebtedness due and owing on said automobile and shall indemnify and hold Plaintiff harmless therefrom. Defendant is awarded all right and interest in the Ford Mustang and any other vehicle in his individual name. Plaintiff is divested of any and all right and interest therein.

Other Personal Property

(d) The parties agree that each has made full and fair disclosure of any assets, real and personal, vested in either of them, and each shall take sole title to and possession of all items of personal property currently in his or her name or belonging solely to him or her (and not specifically referred to in this agreement), including, without limitation, cash, checking and savings accounts, jewelry, securities, IRA's, KEOGH's and/or pension and profit-sharing plans, partnerships, business interests, insurance policies and the like, and each hereby renounces any interest that he or she may have in property vested in the other.

10. Debts.

(a) Except as otherwise provided herein, each party shall be responsible for all debts in his or her separate name. The parties shall indemnify and hold harmless the other from any claims or liability thereon. Defendant warrants all bills for June will be paid in a timely fashion.

(b) Each party warrants to the other that they have not incurred debts upon which the other party would be liable in any manner whatsoever which has not been disclosed.

(c) Neither party shall hereafter directly nor indirectly incur further debts or credit obligations that would obligate the other party either individually or jointly.

(d) Each party acknowledges that the assumption of the obligation to hold the other harmless from any liability upon the debt or obligations contained herein is the assumption of a separate and distinct obligation in addition to the obligation to assume and pay the liabilities.

(e) Each party shall remove the name of the other party, or close the accounts, from any and all checking and savings accounts, credit cards, etc. within thirty (30) days from the entry of a final judgment herein.

11. **Taxation.**

Income Tax Returns 2006

(a) The parties shall file separate state and federal tax returns for the year 2006. Defendant shall be entitled to all deductions for the children, mortgage interest, etc. for 2006. That the Defendant shall be solely and absolutely responsible for and shall hold the Plaintiff harmless from any liability upon any tax liability for their joint returns or his business interest for any year during which the parties were married unless such tax liability can be directly attributable to the separate estate or investments of the Plaintiff. Further, Defendant shall pay any and all costs of defending the parties against such asserted deficiencies.

Income Tax Dependency Exemption.

(b) Plaintiff shall claim Sami and Caleb as dependents for income tax purposes and Defendant shall claim Fareed and Jordan as dependents for income tax purposes. Each party shall execute all necessary documents to effectuate same.

12. **Business Interests.**

All business interests, together with its assets and liabilities, shall be the separate property of Defendant, free from all rights, claims, and interests of the Plaintiff. Plaintiff hereby relinquishes any ownership interest that she may have in any of said partnerships and assigns the same to the Defendant. Further, she agrees to execute any documents that may be necessary to carry out the provisions of this paragraph. Defendant shall assume and pay any outstanding indebtedness, including contingent liabilities, relating to said businesses, and shall indemnify and hold the Plaintiff harmless therefore. Defendant shall indemnify and hold the Plaintiff harmless from and against deficiency assessments, tax liens or any claim for taxes or penalties that may arise as a result of any and all income tax returns previously filed for said businesses. Defendant shall further indemnify and hold the Plaintiff harmless from any expenses, including reasonable attorney's fees, in connection with the tax indemnity set out in this paragraph.

13. **Attorney's Fee and Court Costs.**

(a) Defendant shall pay to Plaintiff the sum of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) with which to pay her attorney of record, Julia C. Kimbrough, for professional services in this action within 30 days of the memorandum agreement herein. Said payment shall be made directly to Julia C. Kimbrough, P.O. Box 380275, Birmingham, Alabama 35238.

(b) Court costs shall be taxed as paid.

14. **Miscellaneous.**

Each party hereto shall execute and deliver to the other party any documents that may be required to accomplish the intention of this instrument and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this final judgment shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with such force and effect as shall be necessary to effectuate the terms of this Final Judgment of Divorce.

DONE and ORDERED this the 17TH day of JULY, 2007.

s/DAN REEVES
CIRCUIT JUDGE

Certified a true and correct copy
Date 6/10/08
Mary H. Dennis @
Circuit Clerk
Shelby County, Alabama