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Shelby Cnty Judge of Probate,AL  
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**IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA  
DOMESTIC RELATIONS DIVISION**

**MERCEDES BERTADILLO,**

**PLAINTIFF,**

**vs.**

**UBALDO MARTINEZ,**

**DEFENDANT.**

) ) ) ) ) ) ) ) ) )

**CIVIL ACTION NO. DR 07-260**

## FINAL JUDGMENT OF DIVORCE

THIS CAUSE came on for final hearing on the 24<sup>th</sup> day of March, 2008 and was submitted to the Court for final judgment upon the pleadings on record in this cause and Default entered by Clerk of this Court on February 14, 2008. The Plaintiff, appearing individually, was represented by and through her attorney of record, Brenda L. Harrell. Neither the Defendant nor counsel on his behalf appeared in open Court. Upon consideration thereof, together with ore tenus testimony, the Court is of the opinion the following Order should be entered. Accordingly, it is

**ORDERED and ADJUDGED by the Court:**

1. That the bonds of matrimony heretofore existing between the parties are dissolved, and the said **Mercedes Bertadillo** (hereinafter referred to as "Plaintiff") and said **Ubaldo Martinez** (hereinafter referred to as "Defendant") 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. The Plaintiff shall have the exclusive care, custody, and control of the parties' minor child, namely: Emmanuel Martinez, born December 27, 1989.

4. That the Defendant is awarded reasonable visitation rights with the minor child of the parties. Due to the fact that the minor child is currently enrolled in college, the Defendant shall the minor child to arrange visitation with said child.

5. 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 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:

- 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 number of the school to be attended by the child, if known.
- e. The date of the intended change of principal residence of a 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 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 45<sup>th</sup> 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 10<sup>th</sup> 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, then change of principal residence is authorized.

6. For the use and benefit of the said minor child, the Defendant shall pay to the Plaintiff the sum of four hundred six dollars and forty-one cents (\$406.41) per month for the support and maintenance of the child as set by the Child Support Guidelines, A.R.J.A. Rule 32. Said payments shall begin on April 1, 2008, and continue on the first day of each month thereafter.



7. The Defendant is hereby ordered to pay retro-active child support to the Plaintiff in the sum of four hundred six dollars and forty-one cents (\$406.41) per month for the months of June 2007 through March 2008.

8. That the CS-42 filed herein is hereby adopted and incorporated and made a part of this Order.

9. That reference is hereby made in this Order to a separate order entitled, Order/Notice To Withhold Income For Child Support, pursuant to Code of Alabama 1975, § 30-3-60, et seq., which is specifically incorporated herein as a part of this cause, and this Order **SHALL** be served immediately.

10. That, the Defendant shall pay one-half (1/2) the college tuition and fees for the minor child for the 2007 – 2008 school year. The Defendant shall pay this money directly to the Plaintiff. The Plaintiff shall provide the Defendant with the amounts of said tuition and fees.

11. The Defendant shall provide and maintain medical and dental insurance for the use and benefit of the minor child. The Defendant shall provide proof of the existence of said coverage to the Plaintiff within thirty (30) days of the Final Judgment of Divorce and furnish appropriate cards for Plaintiff's use.

12. The Plaintiff shall be responsible for and pay the first \$200.00 per year of the minor child's medical related expenses which are not covered or reimbursed by insurance. Thereafter, the parties shall be jointly responsible on a 50/50 basis for all uninsured medical expenses of the said child. The Plaintiff shall submit to the Defendant the child's uninsured medical bills within thirty (30) days of incurring same,

and the Defendant shall pay or reimburse his one-half (1/2) within thirty (30) days of receipt of same.

13. That the Plaintiff and Defendant shall have reasonable telephone visitation with the minor child of the parties.

14. That, as post minority support for the parties' minor child, Emmanuel Martinez, the Defendant shall pay to the Plaintiff the sum of four hundred six dollars and forty-one cents (\$406.41) per month for the support and maintenance of the child as set by the Child Support Guidelines, A.R.J.A. Rule 32. Said payments shall begin on January 1, 2009, and continue on the first day of each month thereafter until said child reaches the age of twenty-one (21).

15. That, as post minority support for the parties' minor child, Emmanuel Martinez, the Defendant shall pay one-half (1/2) the college tuition and fees for said minor child. Said support shall continue until said child reaches the age of twenty-two (22) or he graduates from college with a Bachelor's Degree, whichever comes first. The Defendant can pay this money directly to the college, if permitted by the college, or to the Plaintiff. The Plaintiff shall provide the Defendant with the amounts of said tuition and fees.

16. That the residence located at 39 Houston Drive, Pelham, Alabama 35124 is hereby awarded to the Plaintiff. That the Plaintiff shall have sole use and occupancy of said residence, and the Defendant is divested of any and all interest he may have therein. Except as otherwise provided herein, the Plaintiff shall be responsible for and pay, as each installment becomes due, any indebtedness against said residence, and the Plaintiff shall indemnify and hold harmless the Defendant therefrom.



17. That because the Defendant has possession of real property and a business in Mexico, the residence located at 365 Sheffield Road, Columbiana, Alabama 35051 is also awarded to the Plaintiff. That the Plaintiff shall have sole use and occupancy of said residence, and the Defendant is divested of any and all interest he may have therein. The Plaintiff shall be responsible for and pay, as each installment becomes due, any indebtedness against said residence, and the Plaintiff shall indemnify and hold harmless the Defendant therefrom.

18. That, except as otherwise provided herein, each party to this action is awarded and shall retain the personal property presently in their respective possession.

19. That the 199 Ford Escort automobile is hereby awarded to the Plaintiff and the Defendant is divested of any right, title or interest therein, and further the Defendant shall perfect such documents necessary to transfer title to the Plaintiff forthwith. The Plaintiff shall be responsible for any indebtedness due on said automobile and shall hold the Defendant harmless therefrom.

20. That the 1998 Toyota pick-up truck automobile is hereby awarded to the Defendant and the Plaintiff is divested of any right, title or interest therein, and further the Plaintiff shall perfect such documents necessary to transfer title to the Defendant forthwith. The Defendant shall be responsible for any indebtedness due on said automobile and shall hold the Plaintiff harmless therefrom.

21. That, except as otherwise provided herein the Plaintiff and Defendant shall pay and be responsible for paying the individual debts in their respective names.

22. That the Defendant is hereby ordered to pay the balance of the debt owed to Mr. Burnett for a loan made by the Defendant using the property located at 39 Houston Drive, Pelham, Alabama 35124 as collateral.

23. That the Defendant is hereby ordered to pay the balance (\$2,388.27) of the Plaintiff's medical bill owed to UAB Hospital. The Defendant may pay this money to the Plaintiff or to UAB Hospital.

24. The Defendant shall pay to the Plaintiff the sum of four hundred (\$400.00) Dollars per month as periodic alimony. The first payment shall be due on the 1st day of April, 2008, and continue on the first day of each month thereafter.

25. That the costs of Court accrued herein are hereby taxed to the Defendant.

\*\*\* LAST ITEM \*\*\*

DONE and ORDERED this the 28<sup>th</sup> day of March, 2008.

*Hewitt*

Hewitt L. Conwill, Circuit Judge

Copies of this Order mailed to Brenda L. Harrell  
and Ubaldo Martinez pursuant to Rule 77(d)  
of the Alabama Rules of Civil Procedure  
this date.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

RECEIVED AND FILED  
MARY HARRIS  
APR 16 2008  
CLERK & DISTRICT  
COURT CLERK  
SHELBY COUNTY

I, Mary Harris, Clerk and Register of the Circuit Court of Shelby County, Alabama, do hereby certify that the foregoing is a correct copy of the original Court order entered by the Circuit Court in the above captioned cause, which said order is in file and placed in my office.

Witness my hand and seal this the 16<sup>th</sup>

day of April 2008  
*Mary H. Harris*  
Clerk & Register of Circuit Court