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CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

**IN THE CIRCUIT COURT FOR SHELBY COUNTY
DOMESTIC RELATIONS DIVISION**

MICHAEL REAGAN REEVES,)
)
 Plaintiff,)
)
 vs.)
)
 LINDSEY BRIDGES REEVES,)
)
 Defendant.)

Case No. DR 2014-900265

FINAL JUDGMENT OF DIVORCE

This cause came to be heard before the Court on January 16, 2015, February 26, 2015 and February 27, 2015 on Plaintiff's Complaint for Divorce and Defendant's Counter-Petition. The Plaintiff, Michael Reagan Reeves, appeared individually and was represented by and through his attorney of record, Ann S. Derzis. The Defendant, Lindsey Bridges Reeves appeared individually and was represented by and through her attorney of record, Hill Sewell. Upon consideration thereof, together with ore tenus testimony, the exhibits admitted into evidence, and the arguments, contentions of the parties and counsel, the Court is of the opinion the following Order should be entered, thereof, it is,

1. That the bonds of matrimony heretofore existing between the parties are dissolved, and the said **MICHAEL REAGAN REEVES** and the said **LINDSEY BRIDGES REEVES** 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. Thereafter, each party may, and they are hereby permitted to again contract marriage.


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3. CUSTODY

The Plaintiff and the Defendant shall have joint legal custody of the parties' minor child, namely, MARI HAYDEN REEVES, (DOB 09-13-2006). The Defendant shall be designated as the primary physical custodian. The parties confer with one another on all major decisions affecting the health and welfare of the minor child, keeping in mind the best interests of the child. If the parties cannot agree, the following tie-breakers shall apply:

WIFE: Academic, Medical & Civic

HUSBAND: Athletic, Religious, and Cultural

The Parties shall have the following periods of custodial time with the minor child as follows:

- A. Every other week from Friday at 6:00 p.m. through Friday at 6:00 p.m.
- B. The Defendant shall have the minor child on Mother's Day each year from 10:00 a.m. until 8:00 p.m., regardless of any visitation provided herein.
- C. The Plaintiff shall have the minor child on Father's Day each year from 10:00 a.m. until 8:00 p.m., regardless of any visitation provided herein.
- D. The Defendant shall have the minor child on the minor child's birthday from 5:00 p.m. until 8:00 p.m. regardless of any visitation provided herein.
- E. Thanksgiving – the parties will alternate holiday visitation as follows: ODD YEARS – The Plaintiff shall have the minor child for thanksgiving from 3:00 p.m. the Wednesday before until 3:00 p.m. the day of Thanksgiving. The Defendant shall have the minor child from 3:00 p.m. Thanksgiving until 3:00 p.m. Friday. After such time, regular custodial times will resume.

In the EVEN YEARS – The Defendant will have the minor child from 3:00 p.m. on Wednesday until 3:00 p.m. Thanksgiving Day. The Plaintiff will have the minor child from 3:00 p.m. Thanksgiving Day until 3:00 p.m. Friday.



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- F. Christmas – In ODD YEARS – The Plaintiff shall have the minor child on Christmas Eve from 3:00 p.m. Christmas Eve until 3:00 p.m. Christmas Day. The Defendant shall have the minor child from Christmas Day at 3:00 p.m. and the following day at 3:00 p.m.
- In the EVEN YEARS – The Defendant shall have the minor child from 3:00 p.m. Christmas Eve until 3:00 p.m. Christmas Day and the Plaintiff will have the child from 3:00 p.m. Christmas Day until the following day at 3:00 p.m.
- G. Easter – In EVEN YEARS - The Plaintiff will have the minor child from 6:00 p.m. Saturday night until Easter Sunday at 3:00 p.m. The Defendant will have the minor child from 3:00 p.m. Easter Sunday until the following day at 3:00 p.m.
- In ODD YEARS – The Defendant will have the minor child from 3:00 p.m. Saturday until Easter Sunday at 3:00 p.m. The Plaintiff will have the minor child from 3:00 p.m. Easter Sunday until the following day at 3:00 p.m.
- H. Defendant shall have the minor child on the Defendant's birthday from 5:00 p.m. until 8:00 p.m., regardless of any visitation provided herein.
- I. Plaintiff shall have the minor child on the Plaintiff's birthday from 5:00 p.m. until 8:00 p.m. regardless of any visitation provided herein; and,
- J. At any and all such other reasonable times and intervals as can be agreed upon between the Plaintiff and Defendant.
- K. The parties agree to keep the other informed when he or she will be taking the minor child outside the State of Alabama, and to provide the address and telephone number where the child will be at all times, whether on vacation or otherwise, until such time as the minor child reaches the age of majority.

L. CHILD SUPPORT

The Plaintiff shall pay to the Defendant the sum of \$500.00 a month for the maintenance and support of the minor child, beginning August 1, 2015, and continuing for each month thereafter until the child reaches the age of majority, marries or otherwise becomes self-supporting. Child Support is due and payable on the 1st day of each and every month.


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M. WITHHOLDING

That reference is hereby made in this ORDER to a separate ORDER entitled NOTICE TO WITHHOLD INCOME FOR CHILD SUPPORT that is specifically incorporated herein as part of this Court's ORDER in this cause and said ORDER/NOTICE shall be served upon the Plaintiff's employer.

The Child Support Guidelines were not followed in view of the joint-custody arrangement and visitation schedule agreed upon by the parties and ORDERED by this COURT.

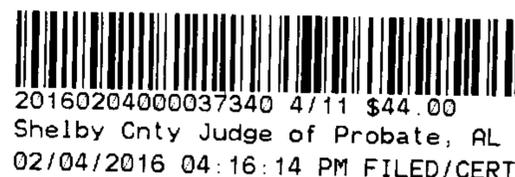
4. NOTIFICATION OF ILLNESS OR ACCIDENT

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 minor 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.

5. PROPRIETY

Neither party shall in any way attempt to harass, harm, hinder, decrease, or destroy the natural love of the child 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 minor child 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' child.

- A. Neither party shall be under the influence of alcohol, during any custodial/visitation period, or when in the presence of the minor child.
- B. 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 child is present.
- C. Each party shall be entitled to daily phone contact with the minor child when they are not in his/her physical custody. Said contact shall be reasonable as to times and duration in accordance with the daily routines of the minor child.



D. Neither party shall schedule activities for the minor child that 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.

6. ACTIVITIES OF THE MINOR CHILD

The parties' desire to be involved in the various activities of their minor child. These include academic, religious, civic (such as Girl Scouts or other civic related organizations or community projects), cultural (such as music, theater, and the like), athletic, medical, dental, psychological, and the like. The parties shall cooperate with one another in adjusting their schedules to assure that the child is delivered to and returned from such activity. It is further ORDERED that both parties will notify one another of all conferences, programs, or events relating to such activities in such a way that both parties will have an opportunity to participate in such activities of the child.

7. RIGHTS OF PARENTS

The parties shall keep each other timely and meaningfully informed of the child's progress in school including academic and social developments and the general well-being of the child.

The parties shall provide, on a timely basis to the other, major information concerning said child's education and health, including but not limited to, report cards, psychological and medical evaluations, school testing and any other like documents.



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Furthermore, each party shall provide, to the other in writing and in a timely fashion, school and extracurricular activities scheduled, including but not limited to, school terms, designated dates of school holidays, sporting events, and other special events in which the minor child participates.

If either parent is out of town due to business, the other may sign all school forms, field trip forms, etc.

Either parent has full authority to authorize emergency medical treatment for the minor child.

8. HEALTH INSURANCE

For as long as Plaintiff remains employed and has access to health insurance, Plaintiff shall provide and maintain hospitalization and major medical, dental, optometric, and prescription drug insurance for the use and benefit of the child. Plaintiff shall provide proof of the existence of said coverage to Defendant within thirty (30) days following the FINAL JUDGMENT OF DIVORCE and furnish appropriate cards for Defendant's and minor child's use. This ORDER shall have the affect of a Qualified Medical Child Support Order requiring the insurance carrier to communicate with Plaintiff, as well as Defendant, and to reimburse Plaintiff, should he file claims with the carrier for reimbursement for out of pocket expenses covered by insurance. Plaintiff shall provide said insurance until the child reaches the age of majority, marries or becomes self-supporting.

9. COSTS NOT COVERED BY INSURANCE

Costs related to extra-curricular activities, child care, and all non-covered medical and dental expenses incurred by the minor child, including, but not limited to co-pays, hospital, doctor, dental, orthodontic, optical, psychological, prescription drugs and the like shall be split 60% Plaintiff and 40% Defendant.

For any of the above-referenced costs, the parties shall either pay their portion directly to the required entity or the party paying the cost in full shall submit a receipt/bill to the non-paying



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party within thirty (30) days of incurring the cost. The non-paying party shall then have thirty (30) days from the date a receipt/bill is received from the paying party to reimburse the paying party.

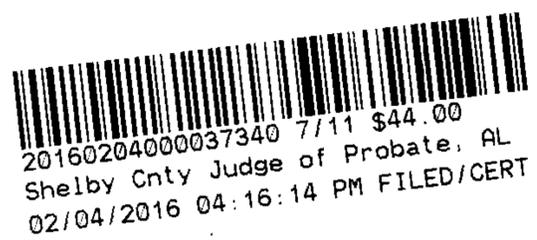
10. LIFE INSURANCE FOR THE USE AND BENEFIT OF THE MINOR CHILD

Plaintiff shall maintain a policy of life insurance on his life in the minimal face amount of at least One Hundred Thousand Dollars (\$100,000.00) naming the minor child as irrevocable beneficiary for so long as the child is a minor, unmarried, and not self-supporting; however, should the child attend college, Defendant shall continue said coverage. The insurance proceeds shall be placed in trust for the sole benefit of said minor for her maintenance and support and to be paid over to the minor upon reaching the age of twenty-five (25) years. Plaintiff will serve as the trustee of said trust. Defendant shall provide Plaintiff evidence of said insurance within thirty (30) days following the FINAL JUDGMENT OF DIVORCE and annually thereafter.

Defendant shall maintain a policy of life insurance on her life in the minimal face amount of at least One Hundred Thousand Dollars (\$100,000.00) naming the minor child as irrevocable beneficiary for so long as the child is a minor, unmarried, and not self-supporting; however, shall the child attend college, Defendant shall continue said coverage. The insurance proceeds shall be placed in trust for the sole benefit of said minor for her maintenance and support and to be paid over to the minor upon reaching the age of twenty-five (25) years. Plaintiff will serve as Trustee of said Trust. Defendant shall provide Plaintiff evidence of said insurance within thirty (30) days following the Final Judgment of Divorce, and annually thereafter.

11. REAL PROPERTY

The Plaintiff is awarded possession of the marital home located at 1417 Oakridge Drive, Birmingham, Alabama 35242; said property being owned by the Plaintiff prior to the marriage to the Defendant. The Defendant's name is not listed on the property mortgage.



12. PERSONAL PROPERTY

The Defendant is awarded the 2007 Mercedes Benz E-350 and assume all debt, if any, to said vehicle and shall indemnify and hold the Plaintiff harmless thereon. The Plaintiff agrees to execute any and all necessary documents in order to transfer full title of said vehicle over to the Defendant.

The Defendant is awarded the red and tan living room furniture (1 sofa, 1 loveseat, 1 chair, 1 ottoman, 2 end tables, and 1 coffee table. The Defendant is also awarded the guest bedroom furniture (1 queen sleigh bed, 1 mattress and box springs, 2 end tables, 1 armoire and 1 Vizio television in the master bedroom). The parties shall divide all of the pictures and child's memorabilia evenly between them. The Defendant is awarded all of Mary Hayden's baby clothes and all ski gear.

13. LUMP SUM PAYMENT

Plaintiff will make a one-time payment to the Defendant of \$10,000.00. Alimony is reserved.

14. DEBTS

The Defendant will be solely responsible for any debt accrued on her American Express card and for any other debts incurred in her name. Plaintiff will be responsible for any credit card debt incurred in his name.

15. TAX EXEMPTIONS

Beginning with the 2014 tax year, the Plaintiff and the Defendant will alternate years claiming the child as a dependent on tax returns with the Plaintiff claiming the minor child in even numbered years and the Defendant claiming the minor child in odd numbered years. The parties will file a joint return for the 2013 tax year and whatever money is refunded will be split equally between the parties.



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16. **ATTORNEYS FEES**

Each party shall be responsible for his or her own attorney's fees associated with this matter

17. **COURT COSTS**

Court Cost shall be taxed as paid.

DONE and ORDERED this the 30th day of July, 2015.

(Handwritten Signature)

CIRCUIT JUDGE



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CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY

MICHAEL REAGAN REEVES, SR.

PLAINTIFF,

VS.

LINDSEY BRIDGES REEVES

DEFENDANT,

CIVIL ACTION NUMBER:

DR 2014-900265

ORDER

This matter coming to be heard before the Court on September 21, 2015, based on the Defendant's Motion to Alter or Amend Final Judgment and the Plaintiff's Motion to Alter, Amend or Vacate, or in the Alternative Motion to Reconsider. The Plaintiff, Michael Reagan Reeves, Sr., being represented by Ann S. Derzis, and the Defendant, Lindsey Bridges Reeves, being represented by William Hill Sewell, and upon information provided and argument of counsels, the Court is of the opinion that the following Order should be entered and it is therefore;

ORDERED, ADJUDGED and DECREED as follows:

1. That Paragraph 3(L) (Child Support) of the Final Judgment of Divorce shall be amended as follows:

The Plaintiff shall pay to the Defendant the sum of Seven Hundred Two and no/100 Dollars (\$702.00.00) per month for the support and maintenance of the minor child of the parties. Said payments are to begin October 1, 2015 and are due and payable on the first day of each month thereafter until said minor child reaches the age of majority, marries or otherwise becomes emancipated. The Plaintiff's obligation for child support payments shall terminate when said minor child reaches the age of majority, marries, becomes self-supporting or as otherwise provided by law, whichever event shall first occur.

2. Paragraph 6 (Activities of the Minor Child) of the Final Judgment of Divorce shall be amended by adding the following paragraph:

All expenses associated with the extra-curricular activities of the minor child will be divided between the parties with the Plaintiff paying 60% and the Defendant paying 40%. The parties shall either pay their portion directly to the required entity or the party paying the cost in full shall submit a receipt/bill to the non-paying party within thirty (30) days of incurring the cost. The non-paying party shall then have thirty (30) days from the date the receipt/bill is received to reimburse the paying party. Any receipts and/or proof held longer than 30 days shall not be subject to reimbursement.

3. Paragraph 8 (Health Insurance) of the Final Judgment of Divorce shall be amended by adding the following paragraph:



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All expenses associated with non-covered medical and dental expenses of the minor child will be divided between the parties with the Plaintiff paying 60% and the Defendant paying 40%. The parties shall either pay their portion directly to the required entity or the party paying the cost in full shall submit a receipt/bill to the non-paying party within thirty (30) days of incurring the cost. The non-paying party shall then have thirty (30) days from the date the receipt/bill is received to reimburse the paying party. Any receipts and or proof held longer than 30 days shall not be subject to reimbursement.

4. Paragraph 9 (Costs Not Covered By Insurance) of the Final Judgment of Divorce shall be deleted in its entirety due to the amendments made to Paragraphs 6 and 8 as set out above.

5. Paragraph 12 (Personal Property) of the Final Judgment of Divorce shall be amended by adding to the items awarded to the Defendant a Smith' and Wesson 380 and back patio furniture. The Defendant shall have thirty (30) days from the date of this Order to remove her personal property from the residence of the Plaintiff or said property shall be forfeited. The parties shall cooperate with each other in setting up a time for the Defendant to retrieve her property.

6. Paragraph 13 (Lump Sum Payment) of the Final Judgment of Divorce shall be amended as follows:

The Plaintiff will make a one-time payment of \$10,000.00 to the Defendant within thirty (30) days of the date of this Order.

7. Paragraph 15 (Tax Exemptions) of the Final Judgment of Divorce shall be amended as follows:

The parties will file a joint income tax return for the tax year of 2013 within sixty (60) days of this Order. The parties will equally divide any tax refund and/or tax liability due on said tax return.

8. Each party shall be responsible for their own attorney fees associated with this matter.

9. All other provisions of the Final Judgment of Divorce not altered or amended herein remain in full force and effect.

DONE and ORDERED this the 1st day of October,
2015.

H. Brown
CIRCUIT JUDGE

