

IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA
(Domestic Relations Division)

IN RE: THE MARRIAGE OF

PEGGY H. RIFFE,

PLAINTIFF

vs.

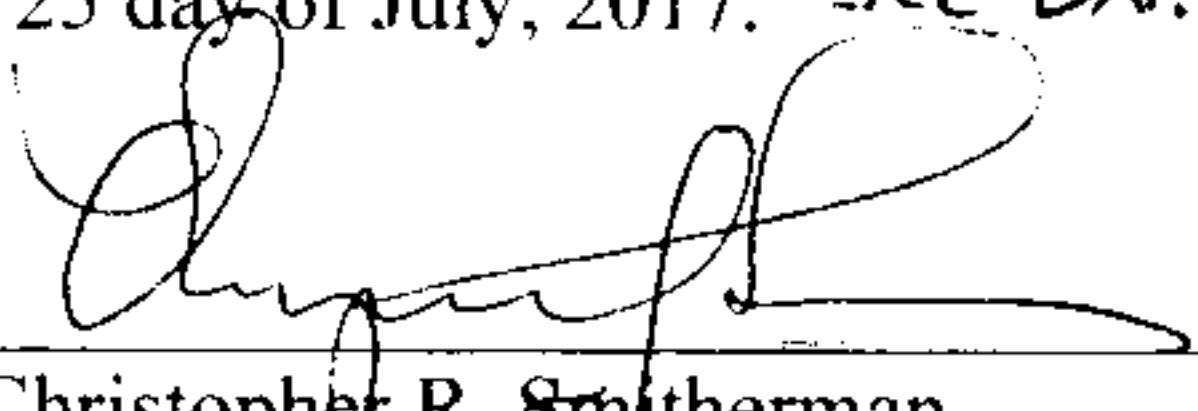
GERALD DWAYNE RIFFE,

DEFENDANT

Case No. DR-2015-70

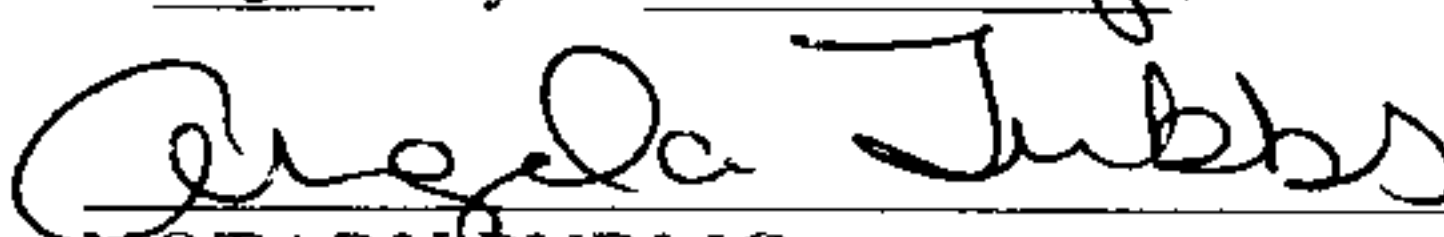
NOTICE OF JUDGMENT

I, Christopher R. Smitherman, hereby file this Final Judgment of Divorce with the Shelby County Judge of Probate for purposes of notice of judgment in favor of Christopher R. Smitherman and against the Defendant Gerald Dwayne Riffe and assert my claim to any and all property to which Gerald Dwayne Riffe maintains an interest. Specifically, the Circuit Court of Shelby County awarded the sum of Four Thousand five Hundred and 00/100 (\$4,500.00) Dollars as reasonable attorney fees due to a finding of Defendant's contempt in said action. See paragraph 16 of Final Judgment of Divorce dated the 25 day of July, 2017. See Exhibit A



Christopher R. Smitherman
725 West Street
Montevallo, Alabama 35115
205-665-4357

Sworn to and subscribed before me on this the 8th day of May, 2018.



NOTARY PUBLIC
MCE: 8/23/20



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Shelby Cnty Judge of Probate, AL
05/08/2018 11:00:54 AM FILED/CERT



IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

RIFFE PEGGY H,
Plaintiff,

V.

RIFFE GERALD DEWAYNE,
Defendant.

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Case No.: DR-2015-000070.00

FINAL JUDGMENT OF DIVORCE

THIS CAUSE, coming to be heard by this Court on May 17, 2017 on two separate Motions to Alter, Amend or Vacate the FINAL JUDGMENT OF DIVORCE entered by this Court on April 2, 2017 filed by both the Plaintiff and Defendant. At said hearing, counsel for both parties argued their respective Motions to Amend the Final Judgment of Divorce and upon consideration thereof, it is, **ORDERED, ADJUDGED and DECREED** that the **FINAL JUDGMENT** entered on April 2, 2016 is hereby **Set Aside, Vacated and Held for Naught** and:

1. This cause originally came before this Court for trial on December 1, 2016, where the Plaintiff, appeared with counsel, Hon. Chris Smitherman, and the Defendant, appeared with counsel, Hon. Rich Shuleva and the Court having heard testimony and considered all the exhibits admitted into evidence by the Plaintiff and Defendant, that the bonds of matrimony heretofore existing between the parties are dissolved, and the said **PEGGY H. RIFFE** and **GERALD DEWAYNE RIFFE** are divorced each from the other on the grounds of incompatibility.
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 42 days from the date of 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.

PERSONAL PROPERTY:

3. The parties have divided between themselves, to their mutual satisfaction, the personal effects, household furniture and furnishings, and all other articles of personal property which have been used by them in common and neither party shall make any claim to such items which are in the possession or under the control of the other.

4. All items of personal property currently in the Wife's name shall be the Wife's sole property and the Husband is hereby divested of any interest that he may have therein.

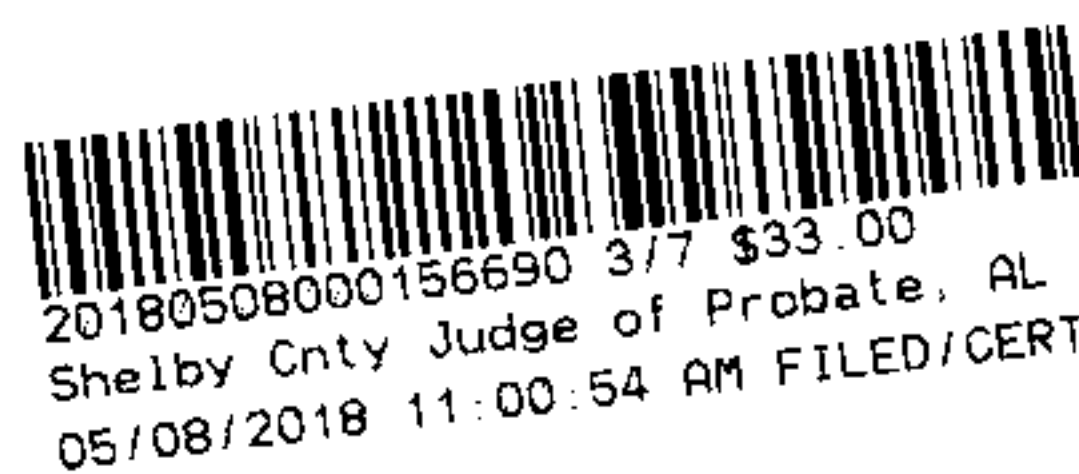
5. All items of personal property currently in the Husband's name shall be the Husband's sole property and the Wife is hereby divested of any interest that she may have therein.

FINANCIAL ASSETS:

6. Each party shall retain any bank account currently held in his or her respective control not otherwise referenced in this Order.

REAL PROPERTY:

7. The parties own the real property where the marital residence is located at 128 Caroline Drive, Montevallo, Shelby County, Alabama, and an additional parcel of land which was acquired during the marriage of the parties. The included parcels are No.(s) 27-2-04-0-003-007.003 and No. 27-2-04-0-003-



007.001. The real property acquired during the marriage includes the marital residence located at 128 Caroline Drive, Montevallo, Alabama and an additional lot used during the marriage as rental property.

The Defendant, Husband is awarded sole possession of all real property as described herein and the wife is divested of all interest in said property, contingent upon payment being made in full within 90 days of this ORDER. The Court finds the fair market value of the residence and land to be \$180,000 and awards the Plaintiff, Wife \$90,000 for her joint interest in the real property at 128 Caroline Drive, Montevallo, AL, and the Court finds the fair market value of the additional, rental lot to be \$30,000 and awards the Plaintiff, Wife \$15,000 for her joint interest in the rental property. The total award to the Plaintiff, Wife for her interest in all real property is \$105,000 which shall be paid within 90 days of this Order.

8. The Court awards the Defendant all right, title and interest in all real property as referenced in paragraph 7. The Court Orders counsel for the Defendant, Husband to prepare a Quit Claim Deed for both the marital residence and the rental property and said documents shall be executed upon payment to the Plaintiff, Wife in full. Both parties shall execute the proper documents for the Plaintiff, Wife's name to be removed from all real property contained herein.

AUTOMOBILES:

9. The Plaintiff, Wife is awarded her car and the Defendant, Husband shall transfer all right, title and interest in the aforesaid automobile within (30) days of the Final Judgment of Divorce.

10. The Defendant, Husband is awarded his car and the Plaintiff, Wife shall transfer all right, title and interest in the husband's

automobile within (30) days of the Final Judgment of Divorce.

DEBTS:

11. Unless specifically ordered herein, the Defendant, Husband shall be responsible for all outstanding marital and family debts existing on the date of the separation. Each party is responsible for any post separation debts and hold the other harmless from payment of the same.

MEDICAL INSURANCE:

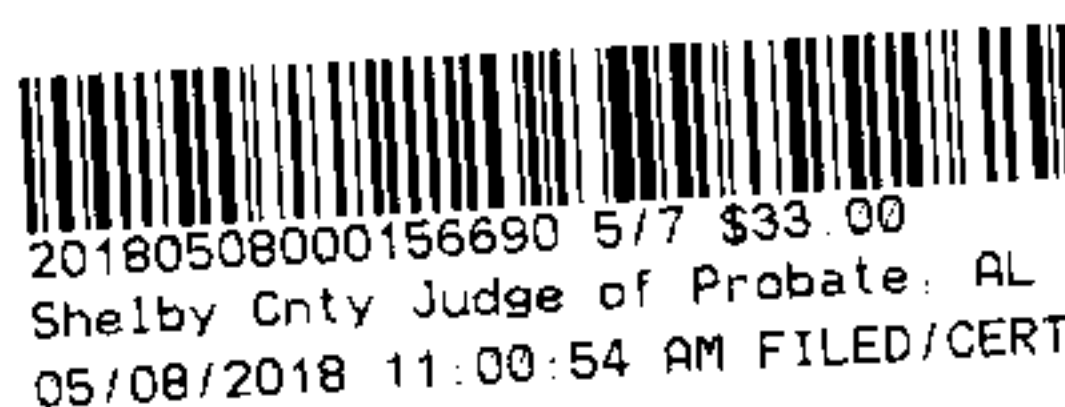
12. The Defendant, Husband shall maintain a health insurance policy, which is the same coverage that the Plaintiff has to date, on the Plaintiff for nine (9) months following the entry of this final judgment of divorce.

PERIODIC ALIMONY:

13. The Defendant, Husband shall pay to the Plaintiff, Wife as support and maintenance the periodic monthly sum of seven hundred dollars (\$700.00) per month. The first payment is due on August 1, 2017 and by the first day of the month each following month.

VANGUARD RETIREMENT ACCOUNT:

14. The Court finds that the Defendant, Husband's VanGuard Retirement Account has a value of \$97,000.00 on June of 2015. It was undisputed by the testimony that the Defendant, Husband earned a portion of the retirement before entering into marriage with the Plaintiff, Wife. The Plaintiff, Wife is awarded \$35,000 of the Defendant's Vanguard 401K retirement account.



Counsel for the Defendant shall prepare a QDRO within 60 days and counsel for the Plaintiff, Wife shall cooperate with all efforts to assist the Court in entering said Order. The Court shall retain jurisdiction of said case until such time as the proper QDRO is hereby entered.

RAILROAD RETIREMENT ACCOUNT:

15. As the Railroad Retirement system is unique and operates on a tiered system, the amount awarded to the Plaintiff, Wife is only from the Defendant, Husband's Tier II divisible portion of the Defendant, Husband's retirement. The Plaintiff, Wife will not draw said money until the Defendant, Husband opts to retire. The Plaintiff, Wife is hereby awarded \$1200.00 per month of the Defendant, Husband's Tier II United States Railroad Retirement pursuant to a separate order which shall be prepared, within 60 days, by the Plaintiff, Wife's lawyer, Defendant, Husband's lawyer, and approved by the Defendant, Husband's employer, the United States Railroad in conjunction with the Railroad Retirement Act. The Court's basis for this determination is contained in Plaintiff, Wife's Exhibit 6, Statement of Railroad Actual or Estimated Retirement Benefits as furnished in compliance with the federal law / regulation 20 CFR Part 295. The Court shall retain jurisdiction of said case to insure the proper, timely order is entered as required by the Railroad Retirement Act or by the proper arm of the government to insure said benefits shall be paid per the terms of this Order.

ATTORNEY FEES:

16. The Court reserved the issue of Contempt, Sanctions and Attorney Fees throughout the pendency of the case in order to assess the issue with the totality of the circumstances. Before Defendant, Husband's current counsel filed a notice of



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appearance, the Court found the Defendant, Husband in Contempt of Court and on a full review of the record the Plaintiff, Wife has had to pay for her lawyer due to the noncompliance of the Defendant, Husband with this Court's Orders. Therefore, the Plaintiff, Wife is awarded a \$4,500 attorney fee which shall be reduced to judgment against the Defendant, Husband, Gerald Dewayne Riffe, in favor of Plaintiff, Wife's Counsel, Christopher R. Smitherman. All other outstanding attorney fees or motions for attorney fees are hereby DENIED and each party shall be responsible for their own respective cost of litigation.

17. All other relief requested, not specifically set forth herein, is hereby DENIED. All outstanding Motions filed since the date of the hearing on the Motion to Alter, Amend or Vacate are hereby DENIED.

18. Court Costs have previously been taxed as paid.

DONE this 25th day of July, 2017.

/s/ LARA M ALVIS
CIRCUIT JUDGE

Certified a true and correct copy

Date: 05-08-18

Mary H. Harris RHP
Mary H. Harris, Circuit Clerk
Shelby County, Alabama

