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58-DR-2013-900820.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

WOOD JERRY DEWAYNE,
Plaintiff,

V.

WOOD PATRICIA,
Defendant.

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Case No.: DR-2013-900820.00

Final Judgment of Divorce

This case came before the Court for trial on January 25, 2017, July 26, 2017, and August 31, 2017, and was submitted for Final Judgment. Upon consideration of the pleadings, applicable case law, exhibits properly admitted at trial, demeanor of the witnesses and ore tenus testimony, it is hereby **ORDERED, ADJUDGED and DECREED** as follows:

1. The bonds of matrimony heretofore existing between the parties are hereby dissolved, and the said JERRY DEWAYNE WOOD and said PATRICIA WOOD are forever divorced each from the other on the grounds of incompatibility and irreconcilable differences.

2. 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), 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 upon the payment of costs of this suit.

Custody

3. The parties are hereby awarded the joint legal custody of the minor child, namely, Delana Louise Wood, born February 7, 2007. Joint custody means that both parties shall retain full parental rights and responsibilities with respect to the child, regardless of which party has physical custody at any particular time. The Mother shall have the right to establish the primary residence for the minor child. The Father shall have the mandatory visitation



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with the minor child as follows. This visitation schedule shall be followed if the parties are not able to come to any agreement outside of this mandated schedule and should be considered the minimum visitation. Both parties are encouraged to work toward allowing the minor child to have the maximum contact with both parents.

a) WEEKENDS: On the first and third weekends of each month from 6:00 pm on Friday until 6:00 pm on Sunday. Should either a Federal or State holiday, or the child's school schedule, excuse the child 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 am The Monday custodial/visitation period shall end at 6:00 pm The custodial /visitation period specified in this paragraph shall be superseded by the specific custodial/visitation periods set forth in the following paragraphs (b) – (j).

b) CHRISTMAS: Christmas Holidays in odd numbered years beginning at 6:00pm on the first day of the school holiday season as set out in the school calendar until 3:00 pm Christmas Day. In even numbered years from 3:00 pm ChristmasDay until 6:00 pm on the following January 2nd.

c) THANKSGIVING: In even numbered years on the week of Thanksgiving from 4:00 pm on Wednesday afternoon until 6:00 pm the following Friday. During said years 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.

d) EASTER: In even numbered years from 6:00 pm on the Saturday before Easter until Easter Sunday at 6:00 pm.

e) SUMMER: Parties shall alternate seven-day or one-week periods in the summer, with the minor child being returned to the Mother one (1) week before school begins.

f) 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 pm on the Friday beginning the spring break,



and conclude at 6:00 pm on the following Friday. This custodial/visitation period shall take the place of the weekend custodial period closest to spring break.

g) 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 pm on the first day of the fall break, and conclude at 3:00 pm on the last day of the fall break. This custodial / visitation period shall take the place of the weekend custodial period closest to fall break.

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

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

J.) CHILD'S BIRTHDAY: In even numbered years, on the child's birthday from 4:00 pm to 8:00 pm In odd numbered years, on the child's birthday from 4:00pm to 8:00 pm.

Custodial / Visitation Conditions:

1.) 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 extracurricular activities, with both parties keeping in mind the best interests of the children.

2.)

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 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.

3.) Propriety: 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.

4.) Telephone Access: Each party shall have reasonable telephone access with the minor child while in the physical control of the other parent.

5.) Scheduling of the Child's Activities: 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 herein above. 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.) Access to Information: 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. 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 child's school, medical, dental, or hospital records.

7.) Notice: Except as provided with respect to the extended summer custodial / visitation period specified herein above, 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.

8.) Both parties shall notify the other should they take the children out of the State of Alabama.

9) **PARENT RELOCATION:** Alabama law requires each party in this



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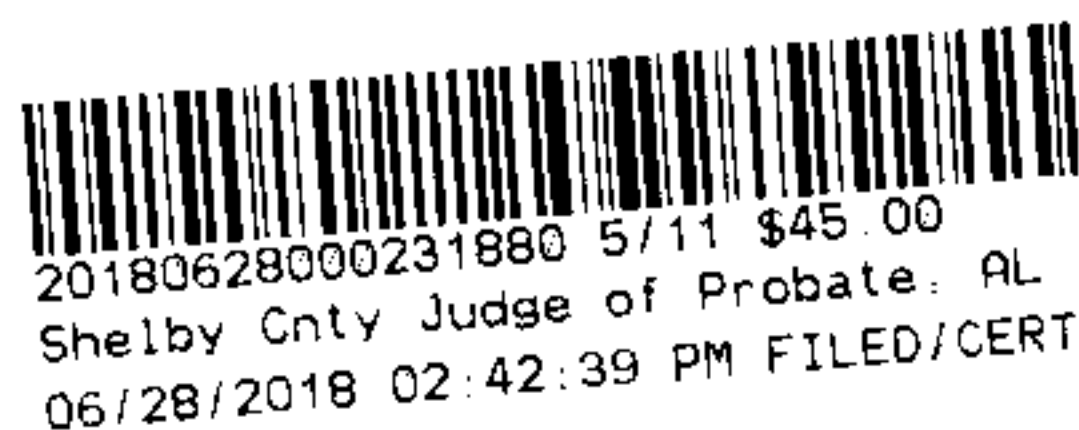
action who has either custody of or the right of visitation with a child to notify other parties who have custody of or the right of visitation with the child of any change in his or her address or telephone number, or both, and of any change or proposed change of principal residence and telephone number 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:

The intended new residence, including the specific street address, if known.

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

Counseling

4. The Plaintiff / Father shall be responsible for paying all outstanding counseling fees. Additionally, the parties are hereby ordered to continue with Janet Stoudemire until released from her care. Until said release occurs, the Plaintiff / Father is hereby responsible for the cost associated with said service.

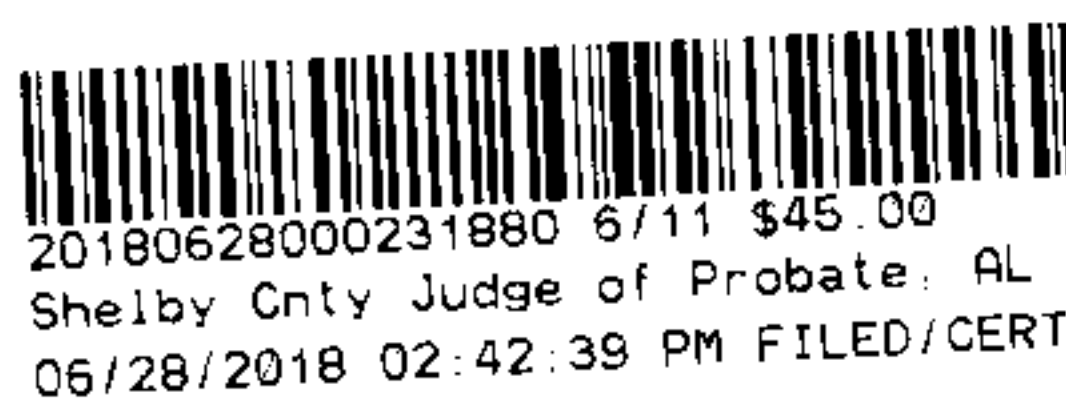
Child Support

5. The Husband shall continue to pay to the Wife the sum of One-Thousand Two-Hundred and 00/100 Dollars (\$1,200.00) per month for the support and maintenance of the minor child, continuing each month thereafter until the child obtains the age of majority, marries or otherwise becomes self-supporting.

6. This amount is a deviation from the Child Support Guidelines established by (Rule 32 A.R.J.A) based on the difference in the income of the parties, earning potential, past income earnings evidenced at trial and needs of the minor child.

7. The parties shall split the costs (50/50) of all extracurricular activities that are agreed upon by the parties. If the parties can not agree to certain extracurricular activities, the parent paying for said activity shall send proof of payment to the nonpaying parent within 30 days of payment being made and reimbursement shall be due 30 days after proof of payment is requested. All cost associated with extracurricular activities shall be split 50/50 by the parties. In addition, all activities not agreed upon wherein reimbursement is requested, neither parent shall exceed \$2500 in reimbursement cost per year for extracurricular costs that are not agreed upon by both parties. This shall include uniforms, necessary equipment, registration fees, travel expenses for the child and all other necessary costs associated with said activity. No travel expenses for the adult parent / chaperon shall be reimbursed under this provision.

8. The minor child shall be immediately enrolled in dance class. The Mother shall transport and make arrangements to have the child transported to and from said dance lessons.



Income Withholding Order

9. An Income Withholding Order for support is not necessary or applicable in this cause as the Father / Husband is self-employed and shall pay all court-ordered monies directly to the Mother / Wife.

Medical Insurance

10. The Mother shall provide health insurance for the parties' minor child and shall provide proof of insurance and insurance card to the Father for any necessary or emergency medical treatment that may take place while the minor child is in his care, custody and control.

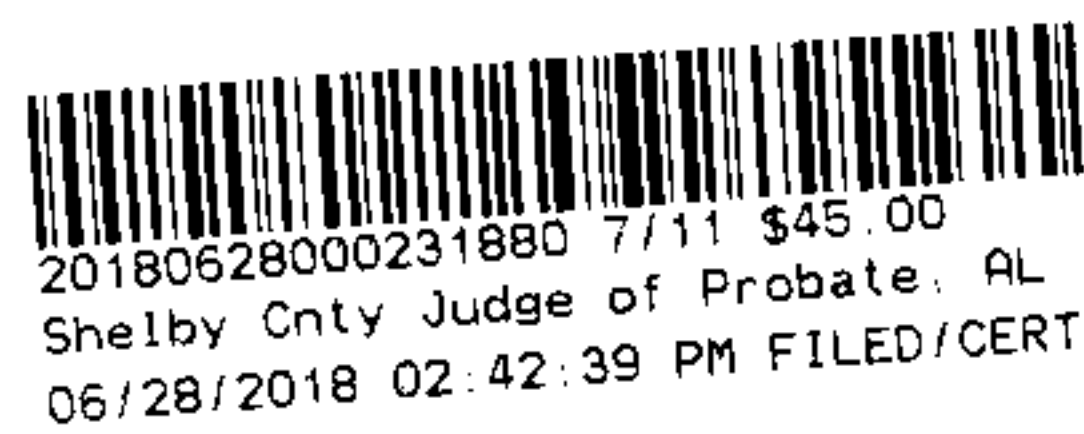
11. The parties shall equally share (50/50) the non-covered medical expenses incurred on behalf of the minor child, including but not limited to, all doctor, hospital, medical, prescription drug, dental, orthodontic care, optical care, co-pays and the like. The party incurring said non-covered expenses shall provide written documentation to the other party within thirty (30) days of incurring said expense. The reimbursement shall be paid within 45 days of receiving request and proof of payment.

Life Insurance

12. The Plaintiff / Father shall insure his life in the form of life insurance for the benefit of the minor child of the parties in the face value of a minimum of \$500,000.00, and shall name the Wife / Mother as the trustee / beneficiary on said policy or policies held for the use and benefit of the minor child.

Husband / Father shall provide proof of continuing coverage to the Wife / Mother annually within six months of the final judgment of divorce and thereafter, by no later than February 1 of each calendar year until the minor child reaches the age of majority, is emancipated or marries. The Husband / Father shall take no action to diminish or encumber the death benefits payable thereunder.

Real Property



13. The Plaintiff / Husband is hereby awarded all right, title and interest in the following real properties:

- 1) The building located on U.S. Highway 280 (Mask Wood Properties);
- 2) The marital residence located at 6395 Highway 51, Wilsonville, Alabama, 35186;
- 3) Property located at 5400 County Road 51, Wilsonville, Alabama, 35186;
- 4) Lake Louise Property;
- 5) Louise Maske's home;
- 6) ALL Maple Leaf Properties.

The Defendant / Wife is divested of any and all interest therein and both parties shall execute all necessary documents to transfer interest / title to said property in accordance with the Orders of this Court. To the extent that any such asset is encumbered at the time of the entry of the final judgment of divorce, the Plaintiff / Husband shall indemnify and hold Defendant / Wife harmless from any such indebtedness or encumbrance.

14. The Plaintiff / Husband shall pay to the Defendant / Wife as property settlement the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for her interest in said real properties within 120 days of the entry of the final judgment of divorce.

15. Plaintiff / Husband is awarded all interest in and to his businesses, JDW Construction and WBC Enterprises, and the Defendant / Wife shall be divested of any interest therein.

16. The Wife shall be awarded the following items:

- a) All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of Wife or subject to her sole control, except as otherwise indicated herein.
- b) All clothing, jewelry, and other personal effects in the possession of Wife or subject to her sole control
- c.) All sums of cash in the possession of Wife or subject to her sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in Wife's sole name or from which Wife has the sole right to withdraw funds or which are subject to Wife's sole control.
- d) All brokerage accounts, stocks, bonds, mutual funds, and securities registered in Wife's name, together with all



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dividends, splits, and other rights and privileges in connection with them.

e) All sums, whether matured or unmatured, accrued or otherwise not accrued, vested or otherwise, together with all increases, thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of Wife's past, present employment.

f) All individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in Wife's name.

17. The Husband shall be awarded the following items, except as otherwise set out herein:

a) All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of Husband.

b) All clothing, jewelry, and other personal effects in the possession of the Husband or subject to his sole control

c.) All sums of cash in the possession of Husband or subject to his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in Husband's sole name or from which Husband has the sole right to withdraw funds or which are subject to Husband's sole control, not specifically set forth herein.

d) All brokerage accounts, stocks, bonds, mutual funds, and securities registered in Husband's name, together with all dividends, splits, and other rights and privileges in connection with them

e.) All sums, whether matured or unmatured, accrued, vested or otherwise, together with all increases, thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of Husband's past, present or future employment

f.) All individual retirement accounts, simplified employee



pensions, annuities, and variable annuity life insurance benefits in Husband's life.

Automobiles

18. The parties shall be awarded all right, title and interest in and to the vehicles currently in his or her possession and each party shall be responsible for any balance due on said vehicles, if any, and shall indemnify and hold the other party harmless therefrom. Further, each party shall be responsible for paying for and maintaining insurance on each of their respective vehicles.

Debts

19. Each party shall be responsible for all debts in his or her separate name and each shall indemnify and hold harmless the other from any claims or liability thereon.

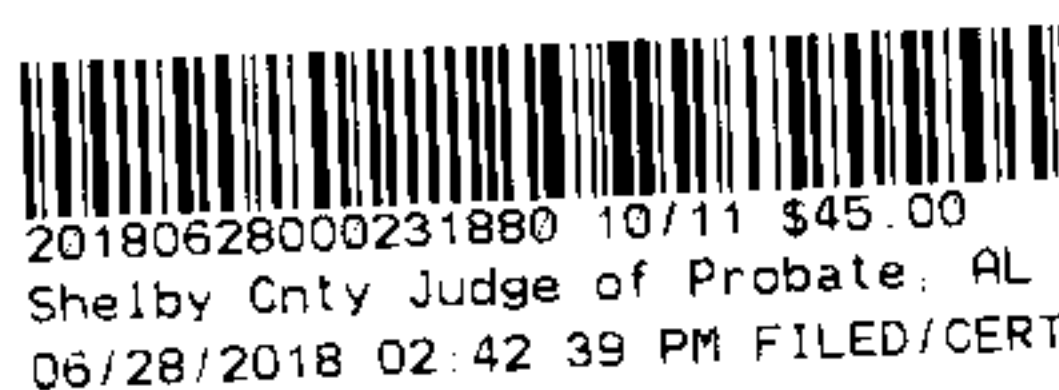
Miscellaneous

20. Each party hereto shall execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this Order and shall do all things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Order shall constitute an actual grant, assignment, and conveyance of property and right in such a manner, and with such force and effect as shall be necessary to effectuate its terms.

Attorney's Fees

22. The Plaintiff / Husband shall pay to the Defendant / Wife the sum of \$19,500.00 as a contribution toward the Defendant / Wife's attorney fees to Ramona J. Morrison. This amount does not necessarily reflect the Defendant / Wife's total attorney fees, but only the portion of the attorney fees the Plaintiff / Husband is responsible for paying. Said sum shall be paid to the offices of Ramona J. Morrison, P.O. Box 278, Columbiana, AL 35051.

23. The Plaintiff / Husband shall be responsible two-thirds of all outstanding Guardian ad Litem fees payable to Margaret Casey and the Defendant / Plaintiff shall be responsible for one-third of all outstanding Guardian Ad Litem fees payable to Margaret Casey. The Clerk of Court



shall immediately disburse any and all Guardian ad Litem fees being held upon entry of this Order.

24. Court costs are hereby taxed as paid.

25. Any and all requested relief not specifically addressed herein is hereby **DENIED**.

DONE this 27th day of February, 2018.

/s/ LARA M ALVIS
CIRCUIT JUDGE

Certified a true and correct copy
Date: June 28, 2018
Mary H. Harris Ty
Mary H. Harris, Circuit Clerk
Shelby County, Alabama



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