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10/18/2010 10:36 AM
DR-2010-900208-00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

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

PAULA KIMBERLY SHIVERS,
Plaintiff,

vs.

JERRY TODD SHIVERS,
Defendant.

CASE NUMBER: 58-DR-2010-900208

FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for final judgment upon the pleadings and proof. Upon consideration thereof, it is ordered and adjudged by the Court as follows:

FIRST: That the bonds of matrimony heretofore existing between the parties are dissolved, and the said Paula Kimberly Shivers and said Jerry Todd Shivers are divorced from the other.

SECOND: That neither party shall marry again except to each other until sixty (60) day 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.

THIRD: That the costs of Court accrued herein are hereby taxed as paid.

FOURTH: That reference is hereby made in this Final Judgment of Divorce to a separate order entitled Order/Notice to Withhold Income for Child Support", which is specifically incorporated herein as a part of this Court's order and decree in this cause; however this Order/Notice **shall be ENTERED BUT NOT served**. The Parties have agreed to an **alternative method** for payment of child support.

FIFTH: It is further ORDERED, ADJUDGED, and DECREED by the Court that the agreement of the parties filed and entered into a memorandum agreement in this cause, attached hereto, is hereby ratified and approved and made a part of this decree the same as if fully set out herein and the parties to this cause are ordered to comply therewith.

DONE and ORDERED this the 14th day of October, 2010.
LAST ITEM

[Signature]
CIRCUIT JUDGE, Civil Division

Copies of this Judgment mailed pursuant to
Rule 77(d) of the Alabama Rules of Civil
Procedure this date.

Dated: _____, 20____

Certified a true and correct copy
Date: 4-17-19
[Signature]
Mary H. Harris, Circuit Clerk
Shelby County, Alabama



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MARY H. HARRISIN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA
DOMESTIC RELATIONS DIVISION

OCT - 8 2010

CIRCUIT & DISTRICT
COURT CLERK
SHELBY CO

PAULA KIMBERLY SHIVERS,)

Plaintiff,)

vs.)

CASE NUMBER: 58-DR-2010-900208

JERRY TODD SHIVERS,)

Defendant.)

AGREEMENT OF THE PARTIES

THIS AGREEMENT made this day by and between Paula Kimberly Shivers, hereinafter referred to in the alternative as Plaintiff, and Jerry Todd Shivers, hereinafter referred to in the alternative as the Defendant.

WHEREAS, of the marriage there was the following offspring; namely, Taylor Elizabeth Shivers, age 13, Olivia Lane Shivers, age 10 and Ashley Meredith Shivers, age 5. The Wife is not now pregnant.

WHEREAS, Paula Kimberly Shivers has filed a Complaint for divorce in the Circuit Court of the Shelby County of Alabama in the above style, and said case is now pending and undetermined; and

WHEREAS, the parties consider it to their best interest to settle between them their respective rights as to child custody, child support, visitation, and to settle between them now and forevermore alimony, property rights, dower rights, inheritance rights, and all other rights of property otherwise growing out of the marriage relationship existing between them and which either of them now has or may hereafter have or claim to have to any property of every kind, nature and description, real, personal or mixed, now owned by either of them;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration herein expressed, the parties hereto agree as follows:

INCORPORATION INTO DECREE:

In the event a decree of divorce is entered in this cause, the parties agree that this Agreement shall be incorporated in said decree of divorce by reference thereto, and this Agreement shall be binding and conclusive on the parties.

CHILD CUSTODY, VISITATION & SUPPORT:

The physical custody of the minor children, namely, Taylor (DOB: 12/13/96); Olivia (DOB: 10/19/99) and Ashley (DOB: 7/12/05) shall be with the Wife. Husband will be



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allowed visitation arrangements as set forth below and can visit with one or more of the girls at other non-specified times as long as Wife agrees with same including for example, taking them to soft ball, school trips and the like.

Legal custody of the minor children will be shared jointly. Decisions in all areas of the children's lives, including but not limited to Education, Health, Civic Endeavors, and the like will be made jointly by Wife and Husband. The parties recognize the needs of their minor children for each parent's love, attention and influence and the parties agree to cooperate fully with each other in order to provide for the best interest and welfare of their minor children. The parties further recognize the need to cooperate one with the other, when possible, in matters affecting the general health, welfare, education and well-being of their minor children. The Husband and Wife are specifically afforded the right to be timely advised of all the children's major health matters and to participate in discussions involving the children's health care. Both parties shall have access to all school, educational, doctor, hospital, or other medical reports, tests, and evaluations on said children. This provision constitutes consent for the release of such information to either or both Husband and Wife.

The Wife shall be the primary custodian of the children. The time the Husband shall be afforded with the minor children shall be at any and all reasonable times as can be mutually agreed upon between the parties. However should the parties not agree as to visitation the following schedule shall be followed:

a. Weekend Visitation: Husband shall have the children the first, third, and alternating fifth weekends of each month from 5:00 p.m. on Friday until 5:00 p.m. the following Sunday; the Wife shall have the children the second, fourth and alternate fifth weekends of each month from 5:00 p.m. on Friday until 5:00 p.m. the following Sunday. The first weekend of the month is defined as the first Friday of each month. The first fifth weekend of the year will be used by Wife for visitation purposes, with the next fifth weekend to be used by Husband. Husband, his father, or an agreed upon person may retrieve and deliver the girls back to the Wife. All deliveries and pick ups will be at an agreed upon public place and if they can not agree, until the Wife moves it will be at the Fire Station on Inverness Parkway. After she moves, she will select a place near her home. Pick-up and Drop-off may be made from the children's home after this divorce decree is final and no restraining order exists between Husband and Wife.

b. Summer Vacation: Husband will have the children the last ten days of June and the last 10 days of July the change in custody to occur at 5 p.m. During June and July, the Husbands normally scheduled first weekend visitation will be given to Wife, and the Wife's normally scheduled fourth weekend visitation will be given to Husband to provide for a longer length of continual summer vacation. The Wife shall have the children the remaining time during the summer.

c. Christmas: The Wife shall have the children 7 continuous days before December 25th



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until 2 p.m. Christmas Day and the Husband shall have the children from December 25th 2:00 p.m. until January 1st at 5:00 p.m. in even years, and the Husband shall have the children 7 continuous days before December 25th until Christmas Day and the Wife shall have the children from December 25th 2:00 p.m. until January 1st at 5:00 p.m. in odd years. If the person with visitation rights is within a 60 mile radius anytime during the five days prior to Christmas Eve, a 48 hour visitation will be allowed to the other party within five days before Christmas Eve. The children will attend a church service during the week of Christmas.

d. Easter: Wife shall have the children from the day school is dismissed until 3pm on Easter day in Odd years and the Husband shall have the children from the day school is dismissed until 3pm on Easter day in Even years. The children will attend church on Easter morning.

e. Thanksgiving. In odd years, Wife shall have the children for Thanksgiving Holiday from Wednesday at 5:00 p.m. until Friday at 5:00 p.m. Husband shall have the children for the same time periods in even years.

f. School, Federal and State Holidays. Should either a Federal or State holiday, or the children's school be closed on the Friday beginning the weekend time period or the Monday following the weekend, Husband's first, third and fifth weekend time period shall be extended to include said Friday and Monday provided Husband is off work to stay with the children. Otherwise the children shall be retrieved at the usual time on Friday and returned on Sunday. Wife's second and fourth and alternate 5th weekend time period shall be extended to include said Friday and Monday.

g. A.E.A./Spring Break: The parties shall share alternating Spring Breaks with the children – the Husband having the children from the Monday through Friday of the week the children are off school in Odd years, and the Wife having the children from the Monday through Friday of the week the children are off school in Even years. This visitation will be extended by the normal weekend visitation either prior to or directly following the Spring Break week, with no break in visitation between the weekend and the week in question to allow for a continuous vacation of 7 days.

h. Birthdays. Every birthday of the children both parties are allotted a two (2) hour period if birthday is during school term or one-half (1/2) day (to be construed as one-half the waking hours, with transfer to occur at 2:00 or 3:00 p.m., if waking hours are from 8:00 a.m. until 8:00 p.m.) if during the summer or on a weekend. The time will be worked out between the parties; however, if the parties cannot agree, then the Husband chooses in odd years and the Wife in even years.

i. Father's and Mother's Day and Parents' Birthdays: Anything to the contrary notwithstanding, the children shall be with the Husband on Father's Day and on his birthday and with the Wife on Mother's Day and on her birthday from 9:00 a.m. until 6:00 p.m.



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j. Telephone: At all times, regardless of location or physical custody of the children, all parties will allow the children reasonable telephone access to the other parties and any party may telephone the child/children a minimum of once daily. Each party agrees to keep the others notified if the children can not be reached on their or the children's cell phones as the address and telephone number where the children may be reached. if not on their normal schedule.

k. Overnight Guests: Neither party shall have overnight guest, not related by blood or marriage, of the opposite sex in their homes, hotels, or other places while the children are with them.

l. Notification: In the event either party plans to take the children out of the Jefferson/Shelby County area for more than forty-eight (48) hours, they each agree to notify the other of the destination, address and telephone number where the child or children can be reached.

m. Other: Nothing herein prevents the party by agreement to change the dates and times set forth, so long as both parties are in agreement. Either parent can visit with the children at any other reasonable time and place so long as the parties can agree.

n. Guns and ammunition: There shall be no guns or ammunition in the households in which the children are located unless locked in a gun safe.

o. Alcohol: Neither party will consume alcohol to any degree considered legally intoxicated while in the presence of the children and will not drive under the influence of alcohol.

p. Child Support: Husband shall pay to Wife the sum of Eight Hundred and Seventy Three (\$873.00) Dollars per month as support and maintenance for the minor children of the parties. Said sum shall be due and payable in equal installments on the 1st and 15th of each month. Child support shall continue until the youngest child reaches the age of nineteen, enters college, marries, becomes self-supporting, dies, or as otherwise provided by law, whichever shall first occur. Child support is presently due for October 2010 forward. Husband and Wife agree to make decisions regarding school activities and functions together and split the cost of all school expenses and field trips (i.e. Six flags trip, etc.) for the children. They also agree to split the ordinary and usual cost for extra activities (i.e. school and local softball and children's activities.) Should Husband desire and Wife agree that any of the children can be on travel ball, Husband agrees to pay the additional cost of same for the children. Once he starts a child on travel ball for a season he must continue to pay for that season.

q. Hospital and Major Medical Insurance and Non-covered Medical Expenses
 Wife has secured a policy of family hospital, medical and dental insurance at a monthly cost of \$440 and \$70 respectively, from the Catholic Diocese. In the event this hospital coverage



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becomes unavailable due to a change of employment, Wife will seek to obtain additional family coverage through her new employer if available. Husband and Wife each agree to be responsible for the payment of one half of all past due and future deductibles, non-covered hospital, medical, psychological, psychiatric, physical therapy, hospital, prescription medicines, eye care, dental and orthodontic expenses incurred on behalf of the children of the parties, not covered by said insurance, for as long as the children can be carried as dependents on Wife's policy. Husband shall pay same within 30 days of obtaining written receipt by Wife.

r. College: College cost for the minor children are hereby reserved.

s. Children's First Automobile: After each child turns 16 years of age, Husband will be responsible for ½ the cost of a reliable automobile for their use, including ½ insurance costs and maintenance.

INCOME WITHHOLDING ORDER.

The parties hereby agree that an Order/Notice to Withhold Income for Child Support order will be entered and go into effect upon husband's employment. Husband will make payments directly to Wife until the Order/Notice to Withhold Income goes into effect. In the event of change of employment by Husband in the future, husband is to notify his employer of the IWO and to pay any such deficiencies which may result from the IWO until such IWO returns to effect.

RELOCATION OF CHILDREN.

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:

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



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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 thirty 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.

REAL ESTATE:

Marital Residence. The parties jointly own the marital residence and lot located at 317 Windchase Trace, Birmingham, Alabama 35242, and Wife and the children shall continue to reside in said marital residence until the home is sold. All rights of physical possession will be awarded to Wife to maintain a continuity of life for the children. The Wife will have exclusive physical rights to the property until it is sold, with the Husband allowed to enter the homestead only with written permission by Wife stating date, time, duration, and purpose. During this time, and until the home is sold, the home will remain titled to Husband and Wife as joint tenants with rights of survivorship. Husband may not change the primary address and phone number information used by the mortgage company to contact Wife. No one will be allowed to rent space in the home unless mutually agreed upon by Husband and Wife. The Wife will have the option of living in the home for thirty months prior to placing the home on the market with the following conditions requiring the sale of the property prior to this time period.

a. Husband marries another individual and gives Wife a 6 month notice in writing that the home will need to be sold to eliminate his financial ties to Wife. Wife will have the option to refinance and purchase $\frac{1}{2}$ the equity from Husband or the husband may refinance and purchase the equity from wife based on the current market value and based on a contractual offer made by an unrelated third party, if an equitable dollar amount can not be agreed upon by Husband and Wife.

b. Currently, there is an Obama Mortgage Reduction Pre-Approval being finalized by CitiMortgage on the homestead. Husband agrees to sign requested documentation from



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CitiMortgage if required to complete this approval. If this plan is not approved for reasons other than the Husband declaring bankruptcy, and other arrangements can not be made with the mortgage company for an affordable mortgage rate for wife within 90 days after the Obama Reduction is denied, the home will be marketed for sale. If Husband's bankruptcy causes a denial in the Obama Reduction Plan, Wife will be allowed to reapply toward another mortgage reduction plan or re-enter the Obama Mortgage Reduction plan for approval. After an approved reduced mortgage arrangement is being paid, if Wife receives a demand letter from CitiMortgage and can not pay the amount due within 2 weeks AND Husband has reaffirmed on the household if in Bankruptcy, then the home will be marketed for sale. If Wife decides to leave the home for reasons other than financial constraints, she will give a 6 month notice to Husband and continue to pay reduced mortgage payments during this time. If the home is placed on the market due to financial constraints, the husband and wife will assume equal responsibility for debt repayment to the mortgage company until the home is sold.

c. If Wife should remarry, she and her new husband will have 4 months to pay Husband for his $\frac{1}{2}$ equity within 30 month period, should any exist, or the home must be put on the market for sale. Wife will have the option to refinance and purchase $\frac{1}{2}$ the equity from Husband or the husband may refinance and purchase the equity from wife based on the current market value and based on a contractual offer made by an unrelated third party, if an equitable dollar amount can not be agreed upon by Husband and Wife.

Wife shall choose 3 realtors when the sale of the home is eminent and Husband will choose the final realtor from these three choices. The commission rate associated with the sale of the home will be as low as possible given other comparable services to provide the greatest financial benefit. Husband reserves the right to choose additional realtors with lower commission rates for consideration. If the selling price for the home cannot be agreed upon by the parties at any time, then the realtor will set the asking price based upon their CMA (Comparable Market Analysis) or Market Value with allowances for Custom Home Improvements. Upon the closing of a sale of the residence, the net proceeds of the sale, after satisfaction of the mortgage indebtedness, real estate commissions and normal and routine closing costs, shall be divided as stated herein below. All costs or expenses paid by Husband or Wife for repairs or maintenance needed to sell the home or repairs needed for the Wife and children to remain in the home i.e. air conditioner, heating system, and the like, will be reimbursed to Husband or Wife out of the equity proceeds, upon the sale of the home, and the remaining divided as stated below.

The parties agree that utilities, telephone, and cable, shall be paid by the Wife, during the Period of Wife's occupancy. All major repairs in the marital residence such as heating and air conditioning system, septic system or plumbing system, or repairs suggested by the realtor for the sale, i.e., repainting, and the like, shall be paid by Husband and Wife equally or if by one person that person repaid before the division of the equity. Additionally, should Husband be behind in his payments to Wife for child support and the like than these shall be deducted as well. The



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closing attorney for the sale of the marital residence shall issue separate checks for each party, one to the Husband for his reimbursement of any maintenance costs and fifty percent (50%) of the remaining equity proceeds after deduction of all items referenced herein, and one to the Wife for her reimbursement of any maintenance costs and fifty percent (50%) of the remaining equity proceeds, after deduction of all items referenced herein. Wife will be reimbursed for any unpaid child support from the residential property proceeds prior to the 50% division of funds. If the parties cannot agree as to the amounts expended by each with receipts of same so that the closing attorney can prepare same then all disputed proceeds after payment of the mortgage, realtor, etc shall be deposited into the children's savings accounts in equal amounts until an agreement can be reached or the Court rules on same. Non-disputed amounts will be distributed to Husband and Wife at the home closing. Husband and Wife shall each pay and be responsible for 50% of termite bond fees and similar costs necessary to maintain the value and sales potential of the home. Wife shall claim the residence as her primary place of residence and claim the mortgage interest deduction on her Federal and State income tax returns, for the tax year 2010 and thereafter, until the home is sold. If Husband and Wife agree upon an alternate division of the deduction for home mortgage interest for the year 2009 or any year afterward until the home is sold, the division will be used in place of the details described herein. The Husband shall claim all the losses of the business "Steamola Steam Fair" Restaurant. If the house is not sold by within twenty four months of being placed on the market for sale, either party may petition the Court for a judicial sale. Each party shall pay one-half (1/2) of any deficit and each party shall receive equity proceeds as described above, less any amounts as stated herein, after payment of all mortgage indebtedness and costs associated with said sale. Husband and Wife shall not in any way attempt to hinder, destroy, or decrease the value of the home in any way. When the home is for sale, Wife shall keep the home in showable condition. Husband shall keep the yard maintained and in showable condition or pay someone who will do so. Husband at prearranged times can enter the yard to do the yard work. He is not allowed to enter the home or garage unless specific written agreement is made between Husband and Wife. Supplies (i.e. lawn mower etc.) will be left in the driveway.

The home will immediately be listed for sale if vacated by wife after an approved reduced mortgage payment arrangement is being paid by Wife AND Husband has reaffirmed on the household if in Bankruptcy, and any mortgage arrearage at the time the home is put on the market will be taken out of wife's equity. Males that are not accompanied by their wife or a blood relative are not allowed to be in the home past 11pm at night. Wife will advise Husband of any repairs or pending issues with the home until the home is sold. Wife will advise Husband of any changes she elects to make to the home- Painting, carpet, construction projects, prior to giving authorization to others to begin work.

2. Lot in Midfield, Alabama. The parties jointly own a lot located in Midfield, Alabama, which shall be immediately listed for sale. Upon the closing of a sale of the lot, the net proceeds of the sale, after satisfaction of any indebtedness, real estate commissions and normal and routine closing costs, shall be divided equally between the parties.


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AUTOMOBILES:

(a) The Wife is hereby awarded all right, title and interest in her 2006 Nissan Pathfinder auto. The Husband is hereby divested of any interest which he may have therein and agrees to properly execute all documents necessary to reflect this conveyance.

(b) The Husband is hereby awarded all right, title and interest in his 2009 Pontiac G6 auto. The Wife is hereby divested of any interest which she may have therein and agrees to properly execute all documents necessary to reflect this conveyance. The Husband agrees to pay all outstanding indebtedness on said automobile, if any, and hold the Wife harmless therefrom.

PERSONALTY:

(a) The Wife is vested in full possession, right, title and interest in all household furnishings, goods, wares, and appliances presently located in the family residence except for those items specifically listed in Exhibit "A" as Husbands and attached hereto.

(b) Each party is hereby awarded all of their items such as clothing, clothing accessories, jewelry, bank accounts and the like, and the other party is divested of all right, title and interest which they may have therein.

(c) All assets purchased for "Steamola" restaurant shall be equally divided between the parties. Pending taxes for local city, employee tax, ABC tax associated with the business shall be paid by the Husband. The Husband shall be responsible for all federal taxes associated with this business. Exhibit "B" includes a listing and/or photograph of all currently held items to be sold and includes purchase values of items or estimated market value. All Steamola assets will be relocated to the residential property by November 15, 2010 to insure proceeds are divided upon sale. Wife will have access to equipment storage unit. Wife will be recognized as a joint owner of the equipment stored in the rental unit by having her name added to the rental contract as such and by being given any key and/or combination code to access the equipment until it is relocated to the residential property. Wife is indemnified and held harmless as to any debts the Husband might have as to Steamola.


(d) The joint credit account held with Regions bank in the amount of \$400 will also be paid out of the equipment sales proceeds.

DEBTS:

(a) Each party shall pay the debts in their individual name and each party shall pay their own debts incurred since the date of separation.

(b) To each the Husband and Wife, separately and severally, agree that each shall be responsible for their individual personal debts after the execution of this agreement and that each shall make no claim upon the other for payment of said debts.

MISCELLANEOUS:


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(a) Each party shall pay their own attorney of record, if any. Court costs taxed as paid.

(b) The parties agree to execute all documents necessary to promptly complete the transfers above. In the event either party fails to make the conveyances the parties, agree that the Circuit Clerk may make the transfers by general warranty deed, upon petition setting forth the facts of the failure to convey. Said Clerk shall make the conveyance without such other or further notice to which the parties may be entitled.

(c) The parties shall file separate tax returns for 2009 unless otherwise agreed. Wife shall claim the three children and Husband shall claim the mortgage interest. The Husband shall claim any and all losses of the restaurant and be solely liable for any taxes not paid on same in the year 2009 and thereafter. The Husband agrees to hold the wife harmless for any tax liability rising from the years prior to 2009 either individually or arising from the "Steamola" Restaurant.

(d) The Parties waive any and all rights now and in the future to periodic or rehabilitative alimony or alimony in gross.

(e) Before this decree is executed, no modification of this agreement shall be binding upon either of the parties unless reduced in writing and subscribed by both of the parties and incorporated herein and attached hereto. After the decree is signed, no modification of or deviation from this agreement, written or otherwise, shall be binding on the parties unless ratified by a Court of competent jurisdiction.

(f) That the Protection from Abuse document previously filed with this Court by the Plaintiff against the Defendant shall be dismissed and held for naught.

(g) Husband and Wife will each retain sole ownership of any retirement accounts. They shall each be responsible for paying the taxes that will be incurred from cashing in portions of their retirement accounts.

(h) The parties both agree that, upon the execution of this document by both parties, the child support, custody arrangements, and the rights of parents as discussed herein will become effective immediately.

Both parties agree that the above agreement is an integrated bargain and that as such the entire provisions herein are to provide consideration for the entire provisions of the each spouse.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as above expressed on this the 8th day of October, 2010.

WITNESSES:

Ireg L. L. L. s/n

Ireg L. L. L. s/n

Paula Kimberly Shivers
 Paula Kimberly Shivers

Jerry Todd Shivers
 Jerry Todd Shivers

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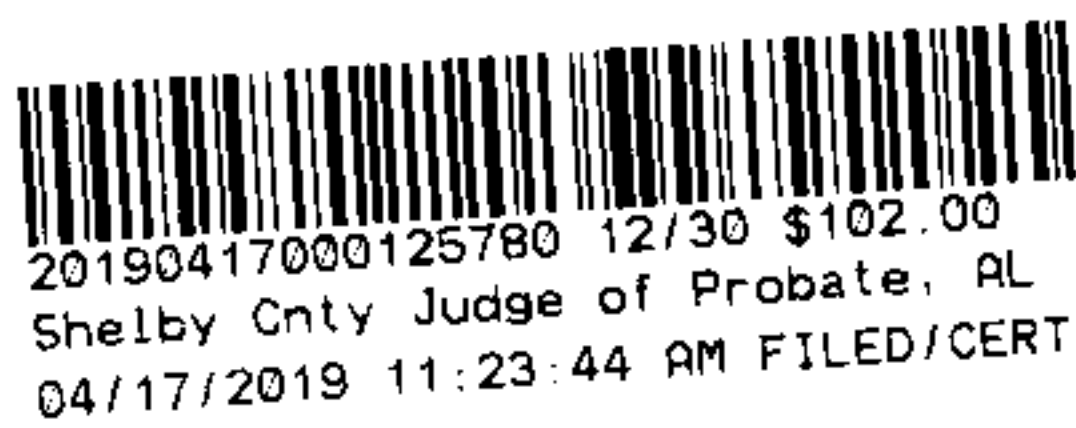
Paula Shivers

06/25/2010

List of Personal/Home Assets

WIFE HUSBAND

Grand Piano from inheritance		XX
Grandfather clock	XX	
Parlor mirror	XX	
Bear-claw coffee table and 2 end tables	XX	
two older refurbished motorbikes, One '74 Honda (on/off road) and one '84 Honda	SPLIT \$	SPLIT \$
Beige Leather Couch – 20 yrs old, no tears		XX
2 end tables and coffee table bought from neighbor		XX
2 lamps w/ downstairs coffee table set		XX
Floral Couch and loveseat from Rich's – approx 15 yrs old, no tears	XX	
2 children's bean bag chairs	XX	
TV – Sylvania	XX	
Small TV Stand	XX	
Taylor's room:	XX	
Small TV	XX	
Pinewood dresser with mirror	XX	
Computer desk with bookshelf	XX	
Queen size Pine bed	XX	
White nightstand	XX	
Ashley's room: 14 year old furniture	XX	
Double dresser with mirror	XX	
dresser with bookshelf	XX	
small TV	XX	
Rocking Chair and Infant changing table	XX	
Queen mattress set	XX	
Olivias room:	XX	
Queen size bed	XX	
Computer Desk with bookshelf	XX	
Lingere Stand	XX	
Dresser with mirror	XX	
small TV	XX	
Office:		
2 Fax/Printer Stand	ONE	ONE
Office Desk and chair		XX



Small desktop TV
Home Computer
Marble top table
Pictures in office

XX
XX
XX
XX

Guest Room:

Queen Wood bed
Desk top computer
Computer Stand
Side table
Tall Dresser
Lamp on tall dresser
Japanese Lamps

XX
XX
XX
XX
XX
XX
ONE ONE

Dining Room:

Dining table with 6 chairs
China Cabinet
Box of silverware

XX
XX
XX

Den:

Bookshelf – Cherry
Formal Framed Picture of Taylor/Olivia and Framed Picture of Ashley
2 plant stands
Green Couch and loveseat
Wingback/Queen Anne Chair
Picture over mantle
Dad Statue
Picture silk-screen poster replica
Black floor rug
Entertainment Center
32" Flat Screen TV (OLEVEA Brand) broken

XX
XX
XX
XX
XX
XX
XX
XX
XX
XX
XX
XX

Kitchen:

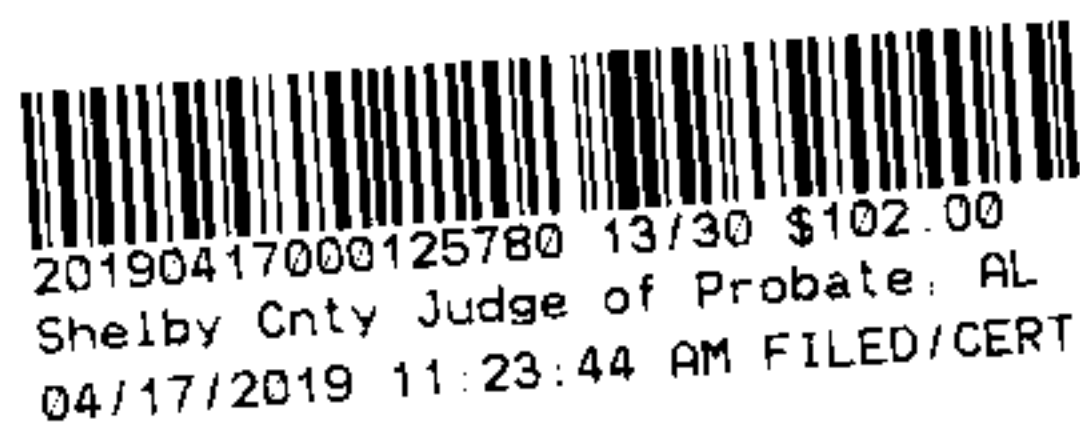
White Kitchen table with 4 Chairs – 20 yrs old
Outdoor Grill
Dishes and Pans
Grill in Box
Blue Wedding Dishes & Everyday Pots,pans

XX
XX
XX
XX
SPLIT SPLIT

Basement:

Fireproof Safe
mini fridge.

XX
XX



DD *PKS*

Bowflex Exercise machine		XX
Exercise bench	XX	
Stereo with speakers – 20 yrs old		XX
Extra speakers in office	XX	
CD holder upright stand		XX
200 CD's	SPLIT 1/2	SPLIT 1/2
treadmill	XX	
Master Bedroom		
King size bed – 20 yrs old		XX
Sheets(2 sets)/Pillows/Spread		XX
Nightstand from wife's maternal parents; refinished 20 yrs ago	XX	
Long dresser – woman's from wife's maternal parents, refinished 20 yrs ago	XX	
Mans Tall dresser, from wife's maternal parents; refinished 20 yrs ago	XX	
Full size stand up mirror – 20 years old	XX	
small TV	XX	
Foot bench	XX	
College and High School rings and keepsake box on dresser		XX
clothes stand by bed (total of 2)		XX
Washer / Dryer	XX	
Misc		
lawn equipment	XX	
craftsman work table		XX
Plastic shelving units	SPLIT 1/2	SPLIT 1/2
ladders	SPLIT 1/2	SPLIT 1/2
2 craftsman standup toolboxes		XX
Disney world tickets		XX
Tent –unopened		XX
Loading ramps		XX
bikes – children's toys	XX	
1 Mega top cooler / true	SPLIT \$	SPLIT \$
1 Steamer oven	SPLIT \$	SPLIT \$
small restaurant ware	SPLIT 1/2	SPLIT 1/2
Steamship memorabilia in boxes	SPLIT 1/2	SPLIT 1/2
Outdoor patio furniture – table and 4 chairs	XX	2 CHAIRS
Outdoor patio furniture – 2 lounge chairs	ONE	ONE
Photographs	XX	COPIES
Rifles-22 and Knives		XX
Golf net and pitching machine		XX
Nail guns		XX



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Dag PKS

Golf clubs
Wireless Server(1)
Chainsaws(2)
Parts Cleaner
Small compressor
Baseball Collection/Husband Closet Contents

SPLIT 1/2 SPLIT 1/2

	XX
ONE	ONE
	XX
	XX
	XX



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SW *PKS*

26 ply mold chairs, Tan and Black, model 2507, retail \$135 each, \$55.00 each

21 ply mold bar stools, retail \$110.00, sale \$45.00

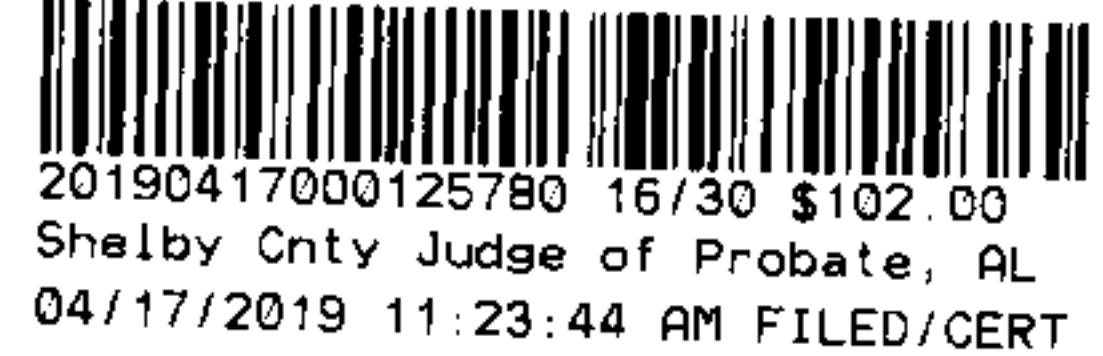
14 brass drop lights, (2.5) ft chain, \$50.00 each

3 Hunter ceiling fans, 5 blade, (4 lights)

16 Tables (2 people) came from quiznos \$40 each

New office chair on wheels \$20

Cambro condiment dispenser (12 Tray) \$45



Location

Dear Star 155 electric char griller (24 inch) 208/1 phase \$600

Dear Wells G13 Flat griddle 208/1 phase \$600

Dear Ice Bin Scotsman (HTB 350-H) \$300

Dear Stainless Table (6ft) John Boos \$400

Dear Southbend, Steamer 5 pan STRE 5 D, 208/ 3 phase \$2500

Dear Cvap holding cabinet, (4000A Series) serial 20080404-002 \$1100

Dear Equipment stand on wheels, wasserstrom, 40 inches wide, 37 inches deep, 18 inches tall, heavy duty stainless. Shelf underneath. \$200

Bevels /Proofing holding cabinet (PH C70-MD17) \$1100

7 foot Stainless table (Tabco) \$400

Bevels Air upright cooler (drink) 26 1/4 wide by 77 1/4 (4 Shelf) \$900

Riteway lid and straw dispenser (upright 4 holes) \$50

Stainless extension shelf 5 ft long, 14 inches tall, mounts on prep tables etc. (extra shelf above table) \$60

Stainless table 6ft (john boos) 30 inches wide, 5 inch back splash, tubular lower support, (no bottom shelf) \$60

Rubbermaid mop bucket / with mop strainer \$55

Timer Sidewall mount sink - 18 inch

Q14 Toaster Oven

1 noshizaki ice maker (model KM - 500 MAH)

2 ladders / ships / Freezer Unit

JW PKS

Heavy duty 8ft stainless cabinet manufactured by Edwards equipment, 4 sliding doors, on wheels \$100

5 soft soap hand dispensers \$30

2 corner stainless steel shelves \$40

1 beverage air under counter cooler with prep top, \$500

Water heater, Rheem model ELD52-B
3 phase, 208 volt, with stand and trap primer installed. \$500

Light weight stainless table (30 x 36) \$100

2 stainless steel shelves, 5 ft each, (mount on side of wall) \$150

4 shelf heavy duty aluminum shelving (square tubing) meat rack shelving \$65

Holeman QT 14 toaster oven, (quiznos) \$1100

3 Totes heavy duty garbage cans \$25/each

2 Totes garbage cans \$100

1 True COOLER \$1300

megatops (1/2 HP)
115V/ 60HZ / 10.5 AMPS
Model Tssu-72- 30m-b-s

\$700

Federal open cooler / RSS4SC-5B

2 shelf

120v / opencooler. (previous from Quiznos)

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9/28/15

30 x 36 metro storage rack 4 shelves

\$ 60

2 approved fire extinguishers

\$ 100

1 heavy duty 24 inch wide / 6 ft long stainless steel table. (manufactures by Edwards stainless)

\$ 450

Adapter plate for Coke fountain machine for ice make to coke machine.

\$ 100

1 set 24 x 24 metro shelves, 4 shelves, (48 inches)

\$ 60

1 set 30 x 30 4 shelve metro shelving (6ft)

\$ 60

8 foot stainless steel table with wheels, 30 inches wide with 4 inch back splashes

\$ 400

1 stainless steel table on wheels with lower shelf, 24 x 30, heavy duty manufactured by Edwards equipment

\$ 200

box of black garbage bags, (200 each)

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04/09/19

STATE OF ALABAMA
CHILD SUPPORT ENFORCEMENT DIVISION
COURT ORDER PAYMENT SUMMARY

CP NAME: PAULA K. SHIVERS
CP ID: P0002543627

NCP NAME: JERRY T. SHIVERS
NCP ID: P0002568829

COURT ORDER NUMBER: 59DR10900208
DHR FILE NUMBER: 59-50828
CASE ID: 000000000829234

SUPPORT TYPES AND TERMS

CHILD SUPPORT
RETROACTIVE CHILD SUPPORT
MEDICAL SUPPORT
MEDICAL REIMBURSEMENT
SPOUSAL SUPPORT
FEES

EFFECTIVE DATE: July 1, 2017
BALANCES BY ACCOUNT TYPE:
CP INT 915.39
CS NA AR 25,595.97

CURRENT		ARREARS		BALANCES		INTEREST	
\$970.00	PER MONTH	\$200.00	PER MONTH	\$26,565.97		STATE	
	PER		PER			CP	\$915.39
	PER		PER			MEDICAID	

TOTAL AMOUNT DUE FOR THIS COURT ORDER: \$27,481.36

PAYMENT RECEIVED

DATE	TOTAL	ORDER	AMOUNT	ACCOUNT POSTED TYPE	AMOUNT	ACCOUNT POSTED TYPE	AMOUNT	ACCOUNT POSTED TYPE
11/19/2018	769.00	769.00	769.00	CS NA CU				
11/19/2018	10.00	10.00	10.00	CS NA CU				
11/19/2018	100.00	100.00	100.00	CS NA CU				
08/31/2018	296.08	296.08	296.08	CS NA AR				
08/25/2018	296.08	296.08	194.76	CS NA CU	101.32	CS NA AR		
08/18/2018	296.08	296.08	296.08	CS NA CU				
08/11/2018	296.08	296.08	296.08	CS NA CU				
08/04/2018	296.08	296.08	296.08	CS NA CU				
07/31/2018	296.08	296.08	296.08	CS NA AR				
07/23/2018	296.08	296.08	214.88	CS NA CU	81.20	CS NA AR		
07/18/2018	296.08	296.08	296.08	CS NA CU				
07/10/2018	275.96	275.96	275.96	CS NA CU				
07/01/2018	296.08	296.08	296.08	CS NA CU				
06/25/2018	212.35	212.35	212.35	CS NA CU				
12/28/2017	132.00	132.00	132.00	CS NA CU				
12/20/2017	132.00	132.00	132.00	CS NA CU				
12/18/2017	275.00	275.00	275.00	CS NA CU				
12/18/2017	10.00	10.00	10.00	CS NA CU				
12/14/2017	132.00	132.00	132.00	CS NA CU				

I certify this to be a true and exact copy
Of the child support payments kept by
The Shelby Co. Dept of Human Resources
P.O. Box 1438, Columbiana, AL 35051

Shelby County
Child Support Worker/Clerical

Shelby
2-8/23

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STATE OF ALABAMA
CHILD SUPPORT ENFORCEMENT DIVISION
COURT ORDER PAYMENT SUMMARY

04/09/19 Page: 2

CP NAME: PAULA K. SHIVERS
CP ID: P0002543627

NCP NAME: JERRY T. SHIVERS
NCP ID: P0002568829

COURT ORDER NUMBER: 59DR10900208
DHR FILE NUMBER: 59-50828
CASE ID: 0000000000829234

PAYMENT RECEIVED			ACCOUNT POSTED		ACCOUNT POSTED		TYPE
DATE	TOTAL	ORDER	AMOUNT	TYPE	AMOUNT	TYPE	
12/07/2017	132.00	132.00	132.00	CS NA CU			
11/30/2017	132.00	132.00	132.00	CS NA CU			
11/22/2017	132.00	132.00	132.00	CS NA CU			
11/15/2017	132.00	132.00	132.00	CS NA CU			
11/10/2017	132.00	132.00	132.00	CS NA CU			
11/02/2017	132.00	132.00	132.00	CS NA CU			
10/25/2017	132.00	132.00	132.00	CS NA CU			
10/18/2017	132.00	132.00	132.00	CS NA CU			
10/12/2017	132.00	132.00	132.00	CS NA CU			
10/04/2017	132.00	132.00	132.00	CS NA CU			
09/08/2017	350.00	350.00	350.00	CS NA CU			
07/21/2017	366.50	366.50	366.50	CS NA CU			
07/07/2017	366.50	366.50	366.50	CS NA CU			
06/23/2017	366.50	366.50	366.50	CS NA CU			
06/09/2017	366.50	366.50	366.50	CS NA CU			
05/26/2017	366.50	239.00	239.00	CS NA CU			
05/12/2017	366.50	366.50	366.50	CS NA CU			
04/28/2017	366.50	366.50	249.66	CS NA CU	116.84	CS NA AR	
04/14/2017	366.50	366.50	366.50	CS NA CU			
04/03/2017	244.34	244.34	244.34	CS NA CU			
03/17/2017	244.33	244.33	244.33	CS NA CU			
03/03/2017	244.33	244.33	244.33	CS NA CU			
02/17/2017	366.50	366.50	366.50	CS NA CU			
02/03/2017	366.50	366.50	366.50	CS NA CU			
01/20/2017	366.50	366.50	366.50	CS NA CU			
01/06/2017	366.50	366.50	366.50	CS NA CU			
12/23/2016	366.50	366.50	366.50	CS NA CU			
12/19/2016	124.00	124.00	124.00	CS NA CU			
12/09/2016	366.50	366.50	366.50	CS NA CU			
11/23/2016	366.50	366.50	366.50	CS NA CU			

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STATE OF ALABAMA
CHILD SUPPORT ENFORCEMENT DIVISION
COURT ORDER PAYMENT SUMMARY

04/09/19 Page: 3

CP NAME: PAULA K. SHIVERS
CP ID: P0002543627

NCP NAME: JERRY T. SHIVERS
NCP ID: P0002568829

COURT ORDER NUMBER: 59DR10900208
DHR FILE NUMBER: 59-50828
CASE ID: 000000000829234

PAYMENT RECEIVED			ACCOUNT POSTED		ACCOUNT POSTED		ACCOUNT POSTED	
DATE	TOTAL	ORDER	AMOUNT	TYPE	AMOUNT	TYPE	AMOUNT	TYPE
11/10/2016	366.50	366.50	366.50	CS NA CU				
10/20/2016	300.00	300.00	3.50	CS NA CU	296.50	CP INT		
10/17/2016	2,127.07	2,127.07	296.50	CS NA CU	736.07	CP INT	1,094.50	CS NA AR
10/14/2016	436.50	436.50	436.50	CS NA CU				
09/30/2016	291.00	291.00	151.00	CS NA CU	140.00	CS NA AR		
09/16/2016	291.00	291.00	291.00	CS NA CU				
09/02/2016	291.00	291.00	291.00	CS NA CU				
08/19/2016	436.50	436.50	296.50	CS NA CU	140.00	CS NA AR		
08/05/2016	436.50	436.50	436.50	CS NA CU				
07/22/2016	436.50	436.50	296.50	CS NA CU	140.00	CS NA AR		
07/08/2016	436.50	436.50	436.50	CS NA CU				
06/24/2016	436.50	436.50	296.50	CS NA CU	140.00	CS NA AR		
06/10/2016	436.50	436.50	436.50	CS NA CU				
05/27/2016	436.50	436.50	296.50	CS NA CU	140.00	CS NA AR		
05/13/2016	436.50	436.50	436.50	CS NA CU				
04/29/2016	291.00	291.00	151.00	CS NA CU	140.00	CS NA AR		
04/15/2016	291.00	291.00	291.00	CS NA CU				
04/01/2016	291.00	291.00	291.00	CS NA CU				
03/18/2016	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR		
03/04/2016	436.50	436.50	436.50	CS NA CU				
02/19/2016	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR		
02/05/2016	436.50	436.50	436.50	CS NA CU				
01/22/2016	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR		
01/08/2016	436.50	436.50	436.50	CS NA CU				
12/24/2015	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR		
12/11/2015	436.50	436.50	436.50	CS NA CU				
11/25/2015	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR		
11/13/2015	436.50	436.50	436.50	CS NA CU				
10/30/2015	291.00	291.00	185.00	CS NA CU	106.00	CS NA AR		
10/16/2015	291.00	291.00	291.00	CS NA CU				

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**STATE OF ALABAMA
CHILD SUPPORT ENFORCEMENT DIVISION
COURT ORDER PAYMENT SUMMARY**

04/09/19 Page: 4

CP NAME: PAULA K. SHIVERS
CP ID: P0002543627

NCP NAME: JERRY T. SHIVERS
NCP ID: P0002568829

COURT ORDER NUMBER: 59DR10900208
DHR FILE NUMBER: 59-50828
CASE ID: 000000000829234

PAYMENT RECEIVED			ACCOUNT POSTED		ACCOUNT POSTED		TYPE	ACCOUNT POSTED		TYPE
DATE	TOTAL	ORDER	AMOUNT	TYPE	AMOUNT	TYPE		AMOUNT	TYPE	
10/02/2015	291.00	291.00	291.00	CS NA CU	106.00	CS NA AR				
09/18/2015	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR				
09/04/2015	436.50	436.50	436.50	CS NA CU						
08/21/2015	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR				
08/07/2015	436.50	436.50	436.50	CS NA CU						
07/24/2015	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR				
07/10/2015	436.50	436.50	436.50	CS NA CU						
06/26/2015	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR				
06/12/2015	436.50	436.50	436.50	CS NA CU						
05/29/2015	291.00	291.00	185.00	CS NA CU	106.00	CS NA AR				
05/15/2015	291.00	291.00	291.00	CS NA CU						
05/01/2015	291.00	291.00	291.00	CS NA CU						
04/17/2015	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR				
04/03/2015	436.50	436.50	436.50	CS NA CU						
03/20/2015	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR				
03/06/2015	436.50	436.50	436.50	CS NA CU						
02/20/2015	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR				
02/06/2015	436.50	436.50	436.50	CS NA CU						
01/23/2015	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR				
01/09/2015	436.50	436.50	436.50	CS NA CU						
12/26/2014	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR				
12/12/2014	436.50	436.50	436.50	CS NA CU						
11/26/2014	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR				
11/14/2014	436.50	436.50	436.50	CS NA CU						
10/31/2014	291.00	291.00	185.00	CS NA CU	106.00	CS NA AR				
10/17/2014	291.00	291.00	291.00	CS NA CU						
10/03/2014	291.00	291.00	291.00	CS NA CU						
09/19/2014	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR				
09/05/2014	436.50	436.50	436.50	CS NA CU						
08/22/2014	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR				

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**STATE OF ALABAMA
CHILD SUPPORT ENFORCEMENT DIVISION
COURT ORDER PAYMENT SUMMARY**

04/09/19 Page: 5

CP NAME: PAULA K. SHIVERS
CP ID: P0002543627

NCP NAME: JERRY T. SHIVERS
NCP ID: P0002568829

COURT ORDER NUMBER: 59DR10900208
DHR FILE NUMBER: 59-50828
CASE ID: 000000000829234

PAYMENT RECEIVED			ACCOUNT POSTED		ACCOUNT POSTED		ACCOUNT POSTED	
DATE	TOTAL	ORDER	AMOUNT	TYPE	AMOUNT	TYPE	AMOUNT	TYPE
08/08/2014	436.50	436.50	436.50	CS NA CU				
07/25/2014	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR		
07/11/2014	436.50	436.50	436.50	CS NA CU				
06/27/2014	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR		
06/13/2014	436.50	436.50	436.50	CS NA CU				
05/30/2014	291.00	291.00	185.00	CS NA CU	106.00	CS NA AR		
05/16/2014	291.00	291.00	291.00	CS NA CU				
05/02/2014	291.00	291.00	291.00	CS NA CU				
04/18/2014	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR		
04/04/2014	436.50	436.50	436.50	CS NA CU				
03/21/2014	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR		
03/07/2014	436.50	436.50	436.50	CS NA CU				
02/21/2014	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR		
02/07/2014	436.50	436.50	436.50	CS NA CU				
01/24/2014	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR		
01/10/2014	436.50	436.50	436.50	CS NA CU				
12/27/2013	436.50	436.50	330.50	CS NA CU	106.00	CS NA AR		
12/13/2013	436.50	436.50	436.50	CS NA CU				
11/27/2013	291.00	291.00	185.00	CS NA CU	106.00	CS NA AR		
11/15/2013	291.00	291.00	291.00	CS NA CU				
11/01/2013	291.00	291.00	291.00	CS NA CU				
10/18/2013	436.50	436.50	436.50	CS NA CU				
10/04/2013	436.50	436.50	436.50	CS NA CU				
09/20/2013	436.50	436.50	436.50	CS NA CU				
09/06/2013	436.50	436.50	436.50	CS NA CU				
08/23/2013	436.50	436.50	436.50	CS NA CU				
08/09/2013	436.50	436.50	436.50	CS NA CU				
07/26/2013	436.50	436.50	436.50	CS NA AR				
07/12/2013	436.50	436.50	423.00	CS NA CU	13.50	CS NA AR		
07/01/2013	450.00	450.00	450.00	CS NA CU				

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**STATE OF ALABAMA
CHILD SUPPORT ENFORCEMENT DIVISION
COURT ORDER PAYMENT SUMMARY**

04/09/19 Page: 6

CP NAME: PAULA K. SHIVERS
CP ID: P0002543627

NCP NAME: JERRY T. SHIVERS
NCP ID: P0002568829

COURT ORDER NUMBER: 59DR10900208
DHR FILE NUMBER: 59-50828
CASE ID: 000000000829234

PAYMENT RECEIVED		ACCOUNT POSTED		ACCOUNT POSTED		ACCOUNT POSTED	
DATE	TOTAL	ORDER	AMOUNT	TYPE	AMOUNT	TYPE	TYPE
05/22/2013	400.00	400.00	400.00	CS NA CU			
05/08/2013	300.00	300.00	300.00	CS NA CU			
04/17/2013	400.00	400.00	400.00	CS NA CU			
04/15/2013	250.00	250.00	250.00	CS NA CU			

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1/11/2019 4:22 PM
58-DR-2010-900208.03
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, _____

PAULA KIMBERLY SHIVERS)

PLAINTIFF,)

vs.)

JERRY TODD SHIVERS,)

DEFENDANT.)

) CASE NO.: DR-2010-900208.03 HLC
) DR-2010-900208.05

ORDER

THIS CAUSE came before the Court upon remand from the Court of Civil Appeals. Upon consideration of that Court's decision and instructions, this Court is of the opinion that the following should be entered.

1. That portion of Paragraph 1. of the Court's Order of June 16, 2017 that awarded the former marital residence to the Plaintiff and required the Defendant to sign a quitclaim deed is stricken and held for naught.

2. The Plaintiff shall immediately place the marital home on the market for sale following the terms and procedures set out in the Final Judgement of Divorce dated the 18th day of October, 2010.

3. That Paragraph 2. Of this Court's Order of June 16, 2017 is stricken and held for naught. In substitution thereof, the following is entered:

The Defendant shall pay to the Plaintiff the sum of Nine Hundred, Seventy Dollars (\$970.00) per month for the support and maintenance of the minor children until such time as the children reach their age of majority, marry or become self-supporting, whichever shall occur first. Payments shall begin

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on the 1st day of July, 2017, and continue on the 1st day of each month thereafter.

4. All other provisions of the Order of June 16, 2017 remain unchanged and in full force and effect.

DONE and ORDERED this 11th day of January, 2019.

Hewitt L. Conwill
HEWITT L. CONWILL
CIRCUIT JUDGE

Certified a true and correct copy
Date: 4-17-19
Mary H. Harris RPH
Mary H. Harris, Circuit Clerk
Shelby County, Alabama


20190417000125780 26/30 \$102.00
Shelby Cnty Judge of Probate, AL
04/17/2019 11:23:44 AM FILED/CERT

INCOME WITHHOLDING FOR SUPPORT

- ☐ INCOME WITHHOLDING ORDER/NOTICE FOR SUPPORT (IWO)
☒ AMENDED IWO
☐ ONE-TIME ORDER/NOTICE FOR LUMP SUM PAYMENT
☐ TERMINATION OF IWO

Date: _____

☐ Child Support Enforcement (CSE) Agency ☒ Court ☐ Attorney ☐ Private Individual/Entity (Check One)

NOTE: This IWO must be regular on its face. Under certain circumstances you must reject this IWO and return it to the sender (see IWO Instructions www.acf.hhs.gov/cas/resource/income-withholding-for-support-instructions). If you receive this document from someone other than a state or tribal CSE agency or a court, a copy of the underlying support order must be attached.

State/Tribe/Territory ALABAMA

Remittance ID (Include w/payment) _____

City/County/Dist./Tribe SHELBY COUNTYOrder ID 58-DR-2010-900208.03 and .05

Private Individual/Entity _____

Case ID _____

Employer/Income Withholder's Name _____

RE: Shivers, Jerry ToddEmployee/Obligor's Name (Last, First, Middle)
418-98-6381

Employer/Income Withholder's Address _____

Employee/Obligor's Social Security Number
01/02/1966

Employee/Obligor's Date of Birth

Shivers, Paula K.

Custodial Party/Obligee's Name (Last, First, Middle)

Employer/Income Withholder's FEIN _____

Child(ren)'s Name(s) (Last, First, Middle)

Child(ren)'s Birth Date(s)

Shivers, Olivia L.10/19/1999Shivers, Ashley M.07/05/2005

ORDER INFORMATION: This document is based on the support order from _____ (State/Tribe).

You are required by law to deduct these amounts from the employee/obligor's income until further notice.

\$ <u>970.00</u>	Per month	current child support
\$ _____	Per _____	past-due child support - Arrears greater than 12 weeks? <input type="checkbox"/> Yes <input type="checkbox"/> No
\$ _____	Per _____	current cash medical support
\$ _____	Per _____	past-due cash medical support
\$ _____	Per _____	current spousal support
\$ _____	Per _____	past-due spousal support
\$ _____	Per _____	other (must specify) _____

for a Total Amount to Withhold of \$ 970.00 per month

AMOUNTS TO WITHHOLD: You do not have to vary your pay cycle to be in compliance with the Order Information. If your pay cycle does not match the ordered payment cycle, withhold one of the following amounts:

\$ <u>223.85</u> per weekly pay period	\$ <u>485.00</u> per semimonthly pay period (twice a month)
\$ <u>447.70</u> per biweekly pay period (every two weeks)	\$ <u>970.00</u> per monthly pay period

\$ _____ Lump Sum Payment: Do not stop any existing IWO unless you receive a termination order.

Document Tracking ID _____



20190417000125780 27/30 \$102.00
 Shelby Cnty Judge of Probate, AL
 04/17/2019 11:23:44 AM FILED/CERT

Employer's Name: _____ Employer FEIN: _____

Employee/Obligor's Name: Shivers, Jerry ToddSSN: 418-98-6361Case Identifier: _____ Order Identifier: 58-DR-2010-900208.03 and .05

REMITTANCE INFORMATION: If the employee/obligor's principal place of employment is Alabama (State/Tribe), you must begin withholding no later than the first pay period that occurs 14 days after the date of service. Send payment within 7 business days of the pay date. If you cannot withhold the full amount of support for any or all orders for this employee/obligor, withhold 55 % of disposable income for all orders. If the obligor is a non-employee, obtain withholding limits from Supplemental Information. If the employee/obligor's principal place of employment is not Alabama (State/Tribe), obtain withholding limitations, time requirements, and any allowable employer fees from the jurisdiction of the employee/obligor's principal place of employment. State-specific withholding limit information is available at www.acf.hhs.gov/css/resource/state-income-withholding-contacts-and-program-requirements. For tribe-specific contacts, payment addresses, and withholding limitations, please contact the tribe at www.acf.hhs.gov/sites/default/files/programs/css/tribal_agency_contacts_printable.pdf or https://www.bia.gov/tribalmap/DataDotGovSamples/tid_map.html.

For electronic payment requirements and centralized payment collection and disbursement facility information [State Disbursement Unit (SDU)], see www.acf.hhs.gov/css/employers/employer-responsibilities/payments.

Include the Remittance ID with the payment and if necessary this locator code: _____

Remit payment to ALABAMA CHILD SUPPORT PAYMENT CENTER (ACSPC)	(SDU/Tribal Order Payee)
at P.O. BOX 244015 MONTGOMERY, AL 36124-4015	(SDU/Tribal Payee Address)

☐ **Return to Sender (Completed by Employer/Income Withholder).** Payment must be directed to an SDU in accordance with sections 466(b)(5) and (6) of the Social Security Act or Tribal Payee (see Payments to SDU below). If payment is not directed to an SDU/Tribal Payee or this IWO is not regular on its face, you must check this box and return the IWO to the sender.

If Required by State or Tribal Law:

Signature of Judge/Issuing Official: _____

Print Name of Judge/Issuing Official: HEWITT L. CONWILL

Title of Judge/Issuing Official: CIRCUIT JUDGE

Date of Signature: 1-11-19

If the employee/obligor works in a state or for a tribe that is different from the state or tribe that issued this order, a copy of this IWO must be provided to the employee/obligor.

☐ If checked, the employer/income withholder must provide a copy of this form to the employee/obligor.

ADDITIONAL INFORMATION FOR EMPLOYERS/INCOME WITHHOLDERS

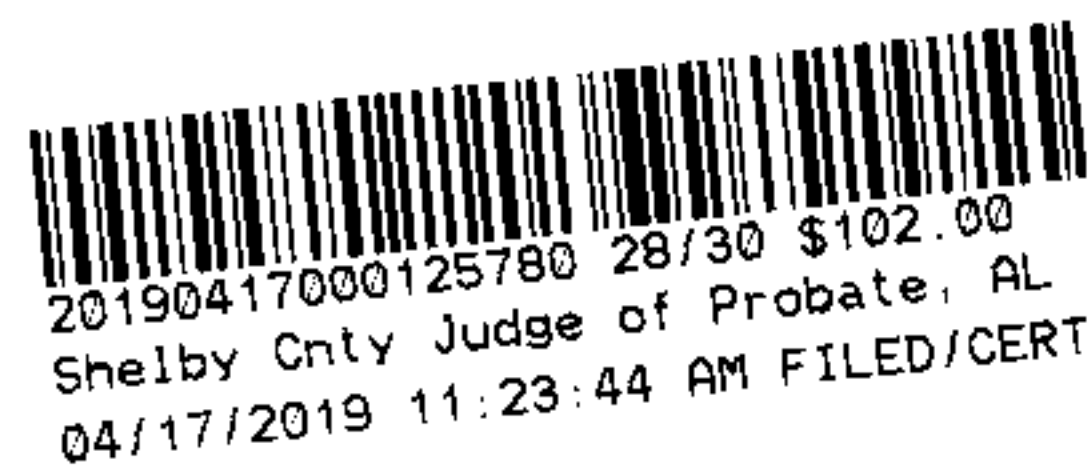
State-specific contact and withholding information can be found on the Federal Employer Services website located at www.acf.hhs.gov/css/resource/state-income-withholding-contacts-and-program-requirements.

Employers/Income withholders may use OCSE's Child Support Portal (<https://ocsp.acf.hhs.gov/csp/>) to provide information about employees who are eligible to receive a lump sum payment, have terminated employment, and to provide contacts, addresses, and other information about their company.

Priority: Withholding for support has priority over any other legal process under State law against the same income (section 466(b)(7) of the Social Security Act). If a federal tax levy is in effect, please notify the sender.

Combining Payments: When remitting payments to an SDU or tribal CSE agency, you may combine withheld amounts from more than one employee/obligor's income in a single payment. You must, however, separately identify each employee/obligor's portion of the payment.

Payments To SDU: You must send child support payments payable by income withholding to the appropriate SDU or to a tribal CSE agency. If this IWO instructs you to send a payment to an entity other than an SDU (e.g., payable to the custodial party, court, or attorney), you must check the box above and return this notice to the sender. Exception: If this IWO was sent by a court, attorney, or private individual/entity and the initial order was entered before January 1, 1994 or the order was issued by a tribal CSE agency, you must follow the "Remit payment to" instructions on this form.



Employer's Name: _____ Employer FEIN: _____

Employee/Obligor's Name: Shivers, Jerry ToddSSN: 418-98-6361Case Identifier: _____ Order Identifier: 58-DR-2010-900208.03 and .05

Reporting the Pay Date: You must report the pay date when sending the payment. The pay date is the date on which the amount was withheld from the employee/obligor's wages. You must comply with the law of the state (or tribal law if applicable) of the employee/obligor's principal place of employment regarding time periods within which you must implement the withholding and forward the support payments.

Multiple IWOs: If there is more than one IWO against this employee/obligor and you are unable to fully honor all IWOs due to federal, state, or tribal withholding limits, you must honor all IWOs to the greatest extent possible, giving priority to current support before payment of any past-due support. Follow the state or tribal law/procedure of the employee/obligor's principal place of employment to determine the appropriate allocation method.

Lump Sum Payments: You may be required to notify a state or tribal CSE agency of upcoming lump sum payments to this employee/obligor such as bonuses, commissions, or severance pay. Contact the sender to determine if you are required to report and/or withhold lump sum payments.

Liability: If you have any doubts about the validity of this IWO, contact the sender. If you fail to withhold income from the employee/obligor's income as the IWO directs, you are liable for both the accumulated amount you should have withheld and any penalties set by state or tribal law/procedure.

Section 30-3-69, Ala. Code 1975

Anti-discrimination: You are subject to a fine determined under state or tribal law for discharging an employee/obligor from employment, refusing to employ, or taking disciplinary action against an employee/obligor because of this IWO.

Section 30-3-70, Ala. Code 1975

Withholding Limits: You may not withhold more than the lesser of: 1) the amounts allowed by the Federal Consumer Credit Protection Act (CCPA) [15 USC §1673 (b)]; or 2) the amounts allowed by the law of the state of the employee/obligor's principal place of employment, if the place of employment is in a state; or the tribal law of the employee/obligor's principal place of employment if the place of employment is under tribal jurisdiction. Disposable income is the net income after mandatory deductions such as: state, federal, local taxes; Social Security taxes; statutory pension contributions; and Medicare taxes. The federal limit is 50% of the disposable income if the obligor is supporting another family and 60% of the disposable income if the obligor is not supporting another family. However, those limits increase 5% --to 55% and 65% --if the arrears are greater than 12 weeks. If permitted by the state or tribe, you may deduct a fee for administrative costs. The combined support amount and fee may not exceed the limit indicated in this section.

Depending upon applicable state or tribal law, you may need to consider amounts paid for health care premiums in determining disposable income and applying appropriate withholding limits.

Arrears Greater Than 12 Weeks? If the **Order Information** section does not indicate that the arrears are greater than 12 weeks, then the employer should calculate the CCPA limit using the lower percentage.

Supplemental Information:

SERVE IMMEDIATELY.



Employer's Name: _____ Employer FEIN: _____

Employee/Obligor's Name: Shivers, Jerry ToddSSN: 418-88-6361Case Identifier: _____ Order Identifier: 58-DR-2010-900208.03 and .05

NOTIFICATION OF EMPLOYMENT TERMINATION OR INCOME STATUS: If this employee/obligor never worked for you or you are no longer withholding income for this employee/obligor, you must promptly notify the CSE agency and/or the sender by returning this form to the address listed in the contact information below:

☐ This person has never worked for this employer nor received periodic income.

☐ This person no longer works for this employer nor receives periodic income.

Please provide the following information for the employee/obligor:

Termination date: _____ Last known telephone number: _____

Last known address: _____

Final payment date to SDU/Tribal Payee: _____ Final payment amount: _____

New employer's name: _____

New employer's address: _____

CONTACT INFORMATION:

To Employer/Income Withholder: If you have questions, contact Clerk of Court (issuer name)

by telephone: 205-669-3760, by fax: _____, by email or website: _____

Send termination/income status notice and other correspondence to:

Clerk of Court, Post Office Box 1810, Columbiana, Alabama 35051 (issuer address).

To Employee/Obligor: If the employee/obligor has questions, contact Clerk of Court (issuer name)

by telephone: 205-669-3760, by fax: _____, by email or website: _____

IMPORTANT: The person completing this form is advised that the information may be shared with the employee/obligor.

Encryption Requirements:

When communicating this form through electronic transmission, precautions must be taken to ensure the security of the data. Child support agencies are encouraged to use the electronic applications provided by the federal Office of Child Support Enforcement. Other electronic means, such as encrypted attachments to emails, may be used if the encryption method is compliant with Federal Information Processing Standard (FIPS) Publication 140-2 (FIPS PUB 140-2).

The Paperwork Reduction Act of 1995

This information collection and associated responses are conducted in accordance with 45 CFR 303.100 of the Child Support Enforcement Program. This form is designed to provide uniformity and standardization. Public reporting for this collection of information is estimated to average two to five minutes per response. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

