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58-DR-2017-900167.00  
CIRCUIT COURT OF  
SHELBY COUNTY, ALABAMA  
MARY HARRIS, CLERK

**IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA  
DOMESTIC RELATIONS DIVISION**

AUTUMN WHITE BRAZIL,	)	
	)	
PLAINTIFF,	)	
	)	
V.	)	CIVIL ACTION NO.
	)	DR-2017-900167.00
	)	CV-2017-000541.00
JOHN ANTHONY BRAZIL,	)	
	)	
DEFENDANT.	)	

**FINAL JUDGMENT OF DIVORCE**

**THIS CAUSE** came on to be heard for trial on the 10<sup>th</sup> day of June 2019 on the Plaintiff's Complaint for Divorce and the Defendant's Answer. The parties appeared with their respective attorneys of record, and the Court proceeded to take *ore tenus* testimony, received evidence, and heard arguments from counsel. Upon consideration thereof, it is **ORDERED, ADJUDGED** and **DECREED** by the Court as follows:

1. The bonds of matrimony heretofore existing between the parties are dissolved, and the said JOHN ANTHONY BRAZIL (hereinafter, "Husband") and AUTUMN WHITE BRAZIL (hereinafter, "Wife") are divorced from the other due to an irretrievable breakdown of the marriage.
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), then neither party shall again marry except to each other during the pendency of the appeal. Thereafter, each party may, and they are hereby, permitted to again contract marriage upon the payment of cost of this suit.



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**CUSTODY**

3. Husband and Wife shall have joint legal custody of the minor child: RUBY A. BRAZIL (born, April 9, 2015). Wife shall have primary physical custody of said child subject to Husband's Visitation as hereinafter set forth. Husband and Wife shall cooperate fully with each other in matters affecting the general health, welfare, education and well-being of their minor child. Husband and Wife shall keep each other meaningfully informed of the school progress, health matters and the like for said minor child.

**VISITATION**

4. The parties shall cooperate with each other to effect visitation/physical custody periods with the minor children. In the event the parties cannot mutually agree upon a schedule, the Husband shall have the right to exercise visitation/physical custody as is contained in the attached "Visitation Schedule", all the provisions of which are adopted herein as though set out at this point.

5. For the exchange of the child, at the beginning/end of each period of custody/visitation, the parties shall meet at the City of Columbiana Police Department, unless otherwise agreed upon in writing.

**OUR FAMILY WIZARD**

6. Both parties, within 10 days of this order, shall register and equally pay within the necessary costs to register through <https://www.ourfamilywizard.com/> and use such online platform to communicate about the various issues regarding the child's

school, medical, and extracurricular activities.

### **CHILD SUPPORT**

7. Beginning July 1, 2019, the Husband shall pay to the Wife the sum of Six Hundred Thirty-four and 00/100 Dollars (\$634.00) as child support, with the same continuing to be due on the first day of each month thereafter until the child marries, becomes emancipated, reaches the age of majority, or as modified by a further Court Order. Said amount is made in compliance with Rule 32, *Alabama Rules of Judicial Administration*. The required guideline forms have been made a part of the record in this case.

8. Under the prior Pendente Lite Order in this case, the Husband was under an obligation to pay child support of \$480.00 per month beginning July 1, 2018. The Husband admitted that he is in arrears for the months of July 2019 through March 2019, which totals Four Thousand Three Hundred Twenty and 00/100 Dollars (\$4,320.00) in principal and One Hundred Forty-four and 00/100 Dollars (\$144.00) in interest through June, 2019. Said judgment of Four Thousand Four Hundred Sixty-four and 00/100 Dollars (\$4,464.00) is hereby entered in favor of the Plaintiff-Wife against the Defendant-Husband. The Court Orders that the Husband pay an additional \$150 per month on top of his monthly child support obligation until the arrearage is paid in full.

### **INCOME WITHHOLDING ORDER**

9. An Income Withholding Order (IWO) which is contained on a separate paper is incorporated herein. Said IWO SHALL BE entered and SERVED upon the Husband's employer. If at any time an IWO is not deducting support as set out above,

the Husband shall pay his support through the Alabama Child Support Payment Center by mailing the same to:

ACSPC  
P.O. Box 244015  
Montgomery, AL 36124-4015

Defendant shall include on his check or money order, the remittance code 58-DR-2017-900167.00.

### **RELOCATION**

10. The parties are subject to and shall comply with the attached "RELOCATION PROVISIONS" which are adopted herein as though set out verbatim at this point.

### **INSURANCE - Health-Insurance Coverage / Cash Medical Support**

11. The child is currently covered with medical insurance through the Alabama Medicaid agency. The Husband and Wife shall each pay and be responsible for fifty percent (50%) of all medical, dental, optical, orthodontic and prescription medicine expenses not covered by said policy for services provided to the minor child. Proof of such costs shall be sent through Our Family Wizard (referenced above) within thirty (30) days of receiving such bills, and the Husband shall pay his portion to the provider or reimburse the Wife as the case may be, within thirty (30) days.

### **REAL PROPERTY**

12. The Husband is awarded the real property located at 2467 Forrest Lake Lane Sterrett, AL 35147, and the Wife is divested of any interest therein. The Wife is not listed on the deed or mortgage to said property. The Husband shall be responsible for

any indebtedness thereon and indemnify and hold the Wife harmless from any payment due thereon.

13. The Wife is awarded the real property located at 2824 Floyd Bradford Road Trussville, AL 35173, and the Husband is divested of any interest therein. The Husband is not listed on the deed or mortgage to said property. The Wife shall be responsible for any indebtedness thereon and indemnify and hold the Husband harmless from any payment due thereon.

### **PERSONAL PROPERTY**

14. The Wife is awarded the following items from the Forrest Lakes home, and the Husband's attorney shall coordinate to the Wife's attorney to have such delivered to her within fourteen (14) days of the entry of this Judgment:

Large Popcorn Cart/Machine  
Antique China  
Books in attic  
Any clothing of Wife or Child  
Large outdoor pots  
Rout Iron décor  
Ruby's twin bed  
Ruby's dresser  
Large standing mirror in master bedroom

15. The Husband is awarded the following items and the Wife's attorney shall coordinate to the Husband's attorney to have such delivered to him within fourteen (14) days of the entry of this Judgment:

two 55 inch Sony flat screen televisions;  
two Amazon Alexas;  
Amazon Firestick; Roku;  
Sony Dream Machine alarm clock;  
Dell Inspiron LT501 computer (serial number: 8A36K0198).

16. Except as specified hereinabove, all items of personal or real property



currently in the Husband's name or belonging solely to him, (except as specifically referred to in this Order), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, retirement plans, business interests, partnerships, insurance policies, books and the like, shall be his sole property, and the Wife hereby renounces any interest that she may have therein.

17. Except as specified hereinabove, all items of personal or real property currently in the Wife's name or belonging solely to her, (except as specifically referred to in this Order), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, retirement plans, business interests, partnerships, insurance policies, books and the like, shall be her sole property, and the Husband hereby renounces any interest that he may have therein.

18. There was no testimony that either party was titled on any automobile in the possession of the other party. Each party is awarded all automobiles in their respective possession and the other party is divested of any interest therein. The parties shall execute such bills of sale and titles necessary to effectuate the provisions of this order.

#### **DEBTS**

19. There was no testimony of any joint debts. On each debt for which a party is responsible, that party shall indemnify and hold harmless the other therefrom.

20. Neither of the parties hereto will cause any debt to be made which subjects the other party hereto to any liability or responsibility, and any debts that either of the parties have made since the time of the separation of the parties will be paid by

the person having made the obligation.

### **PROTECTION FROM ABUSE ORDER**

21. The Protection from Abuse (PFA) action (CV-2017-000541) was consolidated with this action. This Court disbelieves the Wife's testimony in regard to her conduct during the time the PFA Order obtained by her was in effect, and any currently existing PFA order is hereby set aside and husband shall be solely subject to any contact restrictions as shall be set forth herein.

22. Neither Husband nor Wife shall henceforth initiate any contact whatsoever with each other, whether in person, by email, by text, by phone or otherwise except as permitted through the "Our Family Wizard" heretofore addressed in this order. Neither shall go onto the place of employment of the other nor shall either of them approach the other when legitimately in the same location, e.g. school event, etc.

### **OTHER MATTERS**

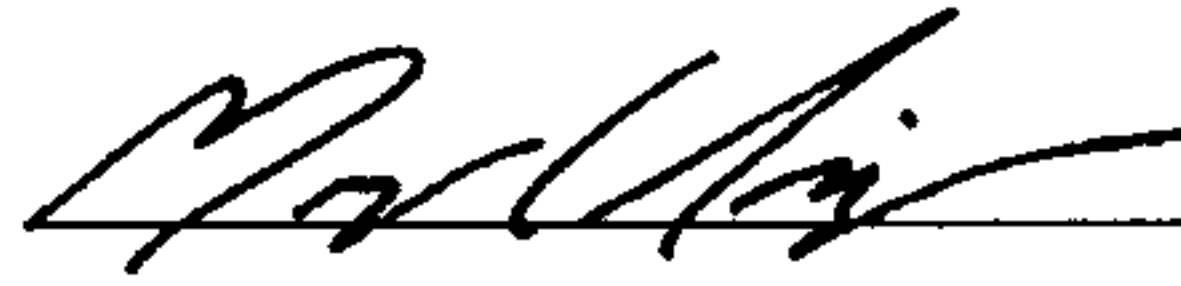
23. The Wife is awarded a property settlement of \$5,000.00 from the Husband. If the Husband sells the Forrest Lakes residence before paying such judgment, the Wife shall receive up to the first \$5,000 from said sale until she is paid in full. If the Forrest Lakes residence is foreclosed upon, the judgment of \$5,000 is entered against the Defendant-Husband in favor of the Plaintiff-Wife, for which let execution lie.

24. Each part shall be responsible for his and her own attorney fees.

25. All other claims not addressed herein are hereby DENIED.

26. All costs of court herein shall be taxed as paid.

**DONE** and **ORDERED** on this the 13<sup>th</sup> day of July 2019.

A handwritten signature in black ink, appearing to read "George C. Simpson", is written over a horizontal line.

George C Simpson  
Circuit Judge



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