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b) The award of child support made herein was determined by application of the Child Support Guidelines established by Rule 32, Alabama Rules of Judicial Administration. Child Support Guideline Calculation (CS 42) and Child Support Income Statement/Affidavit (CS-41) forms have been filed herein and are made a part of the record in this case.

c) The Defendant shall pay Accumulated Child Support Arrears in the amount of **\$10,217.56** plus Accumulated Interest in the amount of **\$1,700.59** for a total arrearage of **\$11,918.50** at the rate of **\$276.00** per **month** commencing on **1st day of July, 2019**. Such sum is hereby reduced to a judgment for which execution may lie. Interest will accrue on this Judgment until it has been satisfied in full as provided in Alabama Code § 8-8-10;

d) Child support payments are to continue until discharge by law.

e) All specified payments are to begin **on 1st of July, 2019** and are to be made payable to **Alabama Child Support Payment Center, P.O. Box 244015, Montgomery, Alabama 36124-4015** unless and until such payments are deducted from Defendant's wages and submitted to the Alabama Child Support Payment Center pursuant Order of Withholding, which this Court directs to be served on the Defendant's employer and/or the Department of Industrial Relations at this time. Such Order of Withholding is specifically incorporated herein as a part of this Court's Order in this case.


f) The Defendant shall immediately notify the Shelby County Department of Human Resources of any change of address, change of employment, or lapse or change in any insurance coverage.

  
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2. Reference is hereby made in this Order to a separate amended order entitled "Order/Notice to Withhold Income for Child Support", which is specifically incorporated herein as a part of this cause and this Order/Notice **SHALL** be served on the Defendant's employer immediately.

3. Pursuant to the Agreement of the Parties incorporated into the Final Judgment of Divorce in the Child Support section, subsection (p) states, in pertinent part, "Husband and Wife agree[d] 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[d] to split the ordinary and usual cost of extra activities (i.e. school and local softball and children's activities.) Should Husband desire and Wife agree[d] 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." Pursuant to the Agreement of the Parties incorporated into the Final Judgment of Divorce in the Hospital and Major Medical Insurance and Non-covered Medical Expenses section, subsection (q), the Defendant is ordered to pay "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." Pursuant to the Agreement of the Parties incorporated into the Final Judgment of Divorce in the Children's First Automobile section, subsection (s), the Defendant is ordered to be "responsible for 1/2 the cost of a reliable automobile for their use, including 1/2 insurance

  
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costs and maintenance." Pursuant to the Agreement of the Parties incorporated into the Final Judgment of Divorce in the Real Estate section, subsection (c) states, in pertinent part, "... 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 paid by one person, that person be repaid before the division of the equity..."

4. Pursuant to the provisions as set out hereinabove in paragraph three (3) of this Order, the Defendant owes to the Plaintiff his one-half of the expenses as set out hereinabove in the amount of Seven Thousand Five Hundred Eighty Three Dollars (\$7,583.00) through July 1, 2019. The Defendant has failed and refused to pay any payments towards the prior judgment of Twelve Thousand Three Hundred Forty Two Dollars (\$12,342.00) in the Court's Order on June 16, 2017. Therefore, the Defendant shall pay the Plaintiff the sum of One Hundred Dollars (\$100.00) per month beginning July 1, 2019 through the Income Withholding Order until such a time as the former marital residence is sold. At the time of sale, the Plaintiff shall receive her fifty (50%) of net equity immediately, and THEN Plaintiff shall first be reimbursed for the expenses owed as set out hereinabove, then the child support arrears from the Defendant's fifty (50%) of net equity.

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If the Defendant still has an arrearage of expenses and/or child support arrears, the Defendant shall pay at a rate of Two Hundred Seventy Six Dollars (\$276.00) per month for child support arrears and One Hundred Dollars (\$100.00) per month towards expenses arrears. The Court therefore renders a judgment against Defendant in favor of Plaintiff in the amount of Nineteen Thousand Nine Hundred Twenty Five Dollars (\$19,925.00) for expenses and Eleven Thousand Nine Hundred Eighteen and 15/100 Dollars (\$11,918.15) for child support arrears and interest. However, should the Defendant fail to pay any amount of the expenses **AS ORDERED** then the Defendant shall be required to pay Two Hundred Dollars (\$200.00) per month towards the expense arrears.


5. The Defendant is hereby found to be in civil contempt of Court, but he may purge himself of civil contempt for compliance with the Court's Orders. Any sentencing shall be determined by the Court should the Defendant fail to comply. However, should the Plaintiff have to return to court for non-compliance of any provision herein, then the Defendant shall be responsible for all attorney fees and costs and be subject to the contempt powers of this Court.

6. Costs are taxed as paid.

**DONE and ORDERED** this 23<sup>rd</sup> day of July 2019.

  
**PATRICK E. KENNEDY**  
**CIRCUIT JUDGE**

**Certified a true and correct copy**  
 Date: 8-30-19

  
 Mary H. Harris, Circuit Clerk  
 Shelby County, Alabama