

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

MARIE VEGA (SELLERS),

*

Plaintiff,

*

v.

*

Case No. DR 2006-448.01 and .02

MICHAEL VEGA,

*

Defendant.

*

Affidavit Regarding Judgment Against Marie Vega a/k/a Marie Sellers and Michael Vega

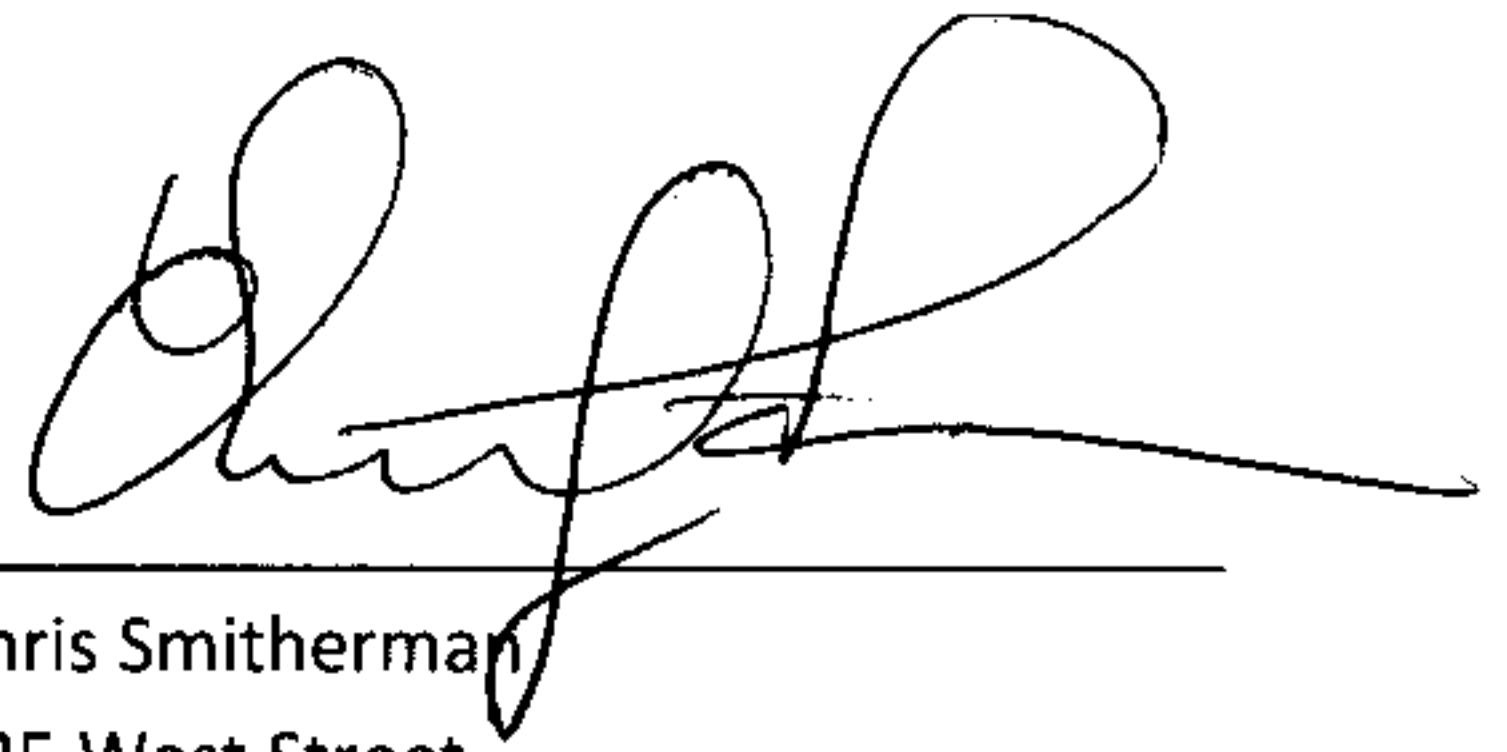
My name is Chris Smitherman and I have practiced law in Shelby County, Alabama since 1995. One of my primary areas of practice is in domestic relations and during my time as an attorney, I served as the guardian ad litem for the above referenced parties' child. This matter was particularly complicated and as a result, I expended a total of approximately 128 hours serving the interest of the minor child thus resulting in a total bill in the amount of \$25,600. To date a total of Two Thousand (\$2,000.00) Dollars was paid yielding an UNPAID balance of Twenty Three Thousand Six Hundred (\$23,600.00) Dollars.

Per order of the Circuit Court of Shelby County, Alabama, in the above styled cause, on or about the 25th day of November, 2014, the Court entered a judgment in favor of undersigned counsel as the guardian ad litem (per paragraph 12 of Court's Order) in the previous stated amount. In particular, judgment in the amount of **Sixteen Thousand Six Hundred (\$17,600.00) Dollars** was entered **against the Plaintiff Marie Vega a/k/a Marie Sellers** AND judgment in the amount of **Seven Thousand (\$7,000.00) Dollars** was entered against the **Defendant Michael Vega**.

To date, no payment has been made and/or received from the Plaintiff AND no payment has been made and/or received from the Defendant. At present, with interest, the correct judgment amount against **the Plaintiff is Twenty Five Thousand Eight Hundred Seventeen and 78/100 (\$25,817.78) Dollars**. Likewise, with interest, the correct judgment amount **against the Defendant is Ten Thousand Eight Hundred Eight Seven and 02/100 (\$10,887.02) Dollars**. These judgment amounts are non-dischargeable under the bankruptcy code as the same are fees under as a guardian ad litem.

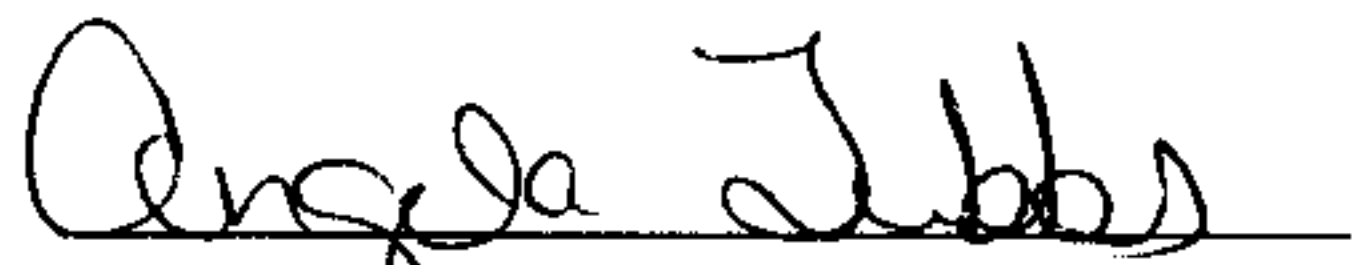


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Chris Smitherman
725 West Street
Montevallo, Alabama 35115
205-665-4357

Sworn to and subscribed before me on this the 16th day of September, 2019.

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Notary Public

My Commission Expires: 8/22/20



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**IN THE CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA**

MARIE VEGA,

PLAINTIFF,

V.

MICHAEL E. VEGA,

DEFENDANT.

**CASE NO.: DR 2006-448.01
DR 2006-448.02**

ORDER

THIS CAUSE came on to be heard upon the merits on September 17, 2014. Present in open court were the Plaintiff, Marie Vega (Sellers) with her attorney, Brian J. Ritchey, Esq., and the Defendant, Michael Vega, with his attorney William K. Bradford, Esq.. Also present in Court was the Guardian Ad Litem for the minor child, Chris Smitherman, Esq.

Upon consideration of the pleadings and proof thereof, including ore tenus testimony of the parties and their witnesses, together with evidence presented and the demeanor of the parties, it is hereby ORDERED and ADJUDGED as follows:

1. The relief requested in the Petition for Modification and for Rule Nisi of Marie Vega, the Plaintiff, is denied. The Court finds that the Plaintiff has failed to present sufficient evidence to support her Petition. Specifically, the Court finds that there is not substantial evidence of a material change in condition or circumstances that would justify a change in custody of the minor child.



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2. Additionally, the Court finds that the Plaintiff has failed to present sufficient evidence that the Defendant is guilty of contempt. Therefore, the Plaintiff's request that the Defendant be held in contempt is denied.

3. Further, the Plaintiff has failed to convince the Court that the condition regarding the presence of her new husband, Wayne Sellers, at any exchange of the child should be removed. Therefore, the requirement in Paragraph 4(u) of the March 20, 2008 Final Judgment of Divorce shall remain in place and Wayne Sellers shall not be present at any exchange of the minor child.

4. Regarding the counseling for the minor child, the Court is of the opinion that the minor child has presently exhausted the benefits of counseling. Therefore, the Court finds that no further counseling is warranted, and the parties are released from any prior orders of the Court regarding the same.

5. The relief requested by Michael Vega in his Petition for Modification of Visitation and Support is due to be granted in part and denied in part.

6. To the extent that the Defendant seeks suspension, restriction of supervision of visitation between the Mother and minor child, such relief is denied. However, the Court does hereby modify Paragraph 4(r) of the March 20, 2008 Final Judgment to add the following:

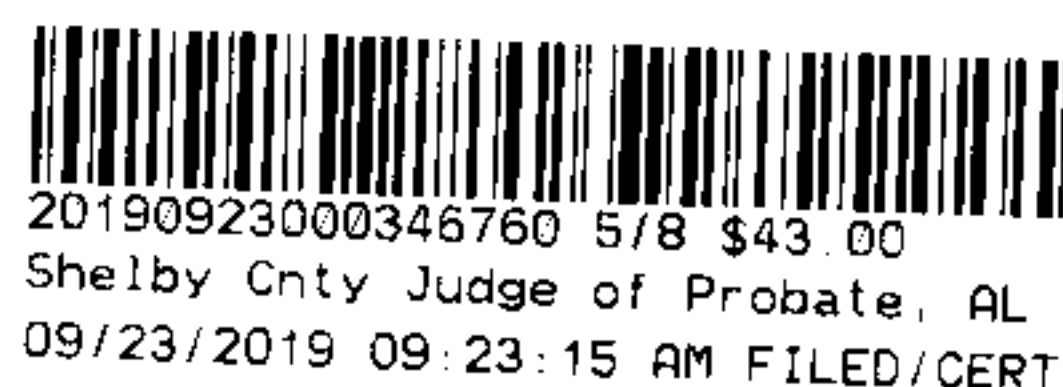
The Plaintiff is ordered to transport the minor child to any and all extracurricular activities of the minor child on a timely basis. Specifically, the Plaintiff is ordered to transport the minor child to any and all soccer games, practices, tournaments, or events that may occur during her custodial periods. The Plaintiff is ordered to timely inform the Defendant in the event that she is unable to do so, and shall allow the Defendant to transport the minor child to events should she be unable to do so, regardless of which party is exercising visitation. If the Defendant does provide transportation for the minor child during the Plaintiff's visitation period, he is ordered to retrieve and return the minor child to the Plaintiff promptly for the remainder of her custodial period. In the event that the minor child has her own transportation, she shall be allowed to attend the above noted activities during those custodial periods of the Plaintiff.

7. The Defendant is to inform the Plaintiff as to the times, teams and locations of any games, tournaments, practices and events. The Defendant may satisfy this requirement by providing, in writing, Internet links to the team or league webpage where such information is located. This is a continuing duty on the part of Defendant, and it shall not be necessary for Plaintiff to request the information.

8. The Court finds that a reservation was made in the Final Judgment of Divorce in which the Court reserved jurisdiction to award child support in the future. Furthermore, the Court finds that it possesses jurisdiction and authority to craft an award of child support and retroactive child support based upon the reservation of jurisdiction as well as the Court's inherent authority under Rule 32 of the Alabama Rules of Judicial Administration. The Court finds that there has been a material change in circumstances regarding the Plaintiff's ability to provide support for the minor child. Additionally, there has been a material change in circumstances regarding the financial needs of the minor child. As the minor child advanced in age, advanced in school, and advanced in her activities, her needs and expenses have commensurately increased. The Court finds that since the time of the initial Final Judgment, Marie Vega has been voluntarily unemployed, and as of the time of the filing of the Defendant's Petition had and presently has the ability to earn a living and provide a portion of the support necessary for the minor child, Vanessa Vega. Therefore, the Court will attribute minimum wage to the Plaintiff and calculate an appropriate amount of child support according to the Child Support Guidelines. The Court attaches and incorporates the appropriate Child Support Form attached to this order.

9. Paragraph 5 of the March 20, 2008 Final Judgment is hereby modified as follows:

The Plaintiff shall pay to the Defendant the sum of Two Hundred Fifty Dollars (\$250.00) to be due and payable per month for the support and maintenance of the parties' minor child, Vanessa Vega, with current payments commencing



November 1, 2014 and payable on the first day of the month each month thereafter until said minor child reaches the age of majority, marries or otherwise becomes self-supporting whichever is the first to occur.

10. The Court Orders that the child support obligation shall be retroactive to the date of the filing of the Defendant's Petition, February 9, 2011, and orders the Plaintiff to pay retroactive child support from March 2011 to October 2014, a total of forty-four (44) months. Therefore, a judgment is entered for retroactive child support / arrearage in the amount of Eleven Thousand Dollars and No Cents (\$11,000.0), for which execution may issue as allowed by law. The Plaintiff is ordered to pay the retroactive child support / arrearage within thirty (30) days of the date of this Order.

11. Paragraph 8 of the Final Judgment of Divorce is modified to read as follows:

8. The Plaintiff shall provide insurance coverage for the child for health, medical and dental care for the minor child. In the event that medical or dental bills are incurred for treatment that is not covered by insurance, the parties shall each be responsible to pay 50% of the expense. The party paying the expense shall submit the expense to the other party within 60 days of incurring the expense, and the other party shall reimburse the paying party within 30 days of receipt of the notice of expense. The Plaintiff shall provide the Defendant a valid and current insurance card for his use while the minor child is in his custody.

12. The Court finds that the Guardian Ad Litem, Chris Smitherman, has expended 128 hours on this matter. The Court approves the GAL's hourly rate of Two Hundred Dollars (\$200.00) per hour. The Court finds the total of Twenty Five Thousand Six Hundred Dollars (\$25,600.00) is owed to the GAL. The parties have previously paid into Court One Thousand Dollars (\$1000.00) per party which has been paid to Chris Smitherman as GAL. After reducing the total award of fees by the amount already paid, a total of Twenty Three Thousand Six Hundred Dollars (\$23,600.00) remains due. The Court has apportioned this amount between the



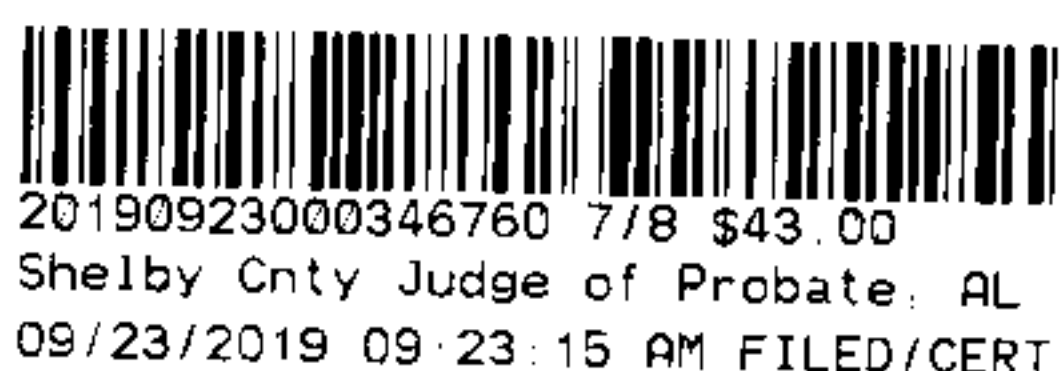
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parties based on evidence heard at the hearing and the relative fault of the parties as well as the relative merits of their positions and claims. The Plaintiff shall be responsible to pay a total of Sixteen Thousand Six Hundred Dollars (\$16,600.00) toward the total GAL fee, and the Defendant shall be responsible to pay a total of Seven Thousand Dollars (\$7,000.00) toward the total GAL fee.

13. The Court has previously entered an Order awarding the sum of Three Thousand Dollars (\$3,000.00) to the Defendant as reimbursement of attorney's fees. This Order, entered on June 21, 2012, mistakenly transposes "Defendant" with "Plaintiff." Therefore, that order is amended to reflect that that the award is imposed on the Plaintiff, Marie Vega, and in favor of the Defendant, Michael Vega. The Court orders that the Plaintiff shall pay this award of attorney's fees to Defendant or his attorneys within 30 days of the date of this Order. This award of fees is a final order for which execution may issue as allowed by law.

14. The Court Orders the Plaintiff to cooperate in signing the appropriate forms or documents, in the correct and appropriate manner in order for the Defendant to obtain a new passport for the minor child. The Plaintiff is ordered to do this within seven (7) days of the Defendant providing such forms to the Plaintiff. The Clerk of Court is ordered to release any passport for the minor child, Vanessa Vega, to the Defendant at his request.

15. After consideration of the evidence and the relative merits of the parties' positions, the Court finds that an award of attorney's fees is due to be granted to the Defendant. Therefore, the Plaintiff shall pay to the Defendant the sum of Ten Thousand Dollars (\$10,000.00) with which to pay his attorney of record, William K. Bradford for his services rendered in this cause. Plaintiff shall remit said payment directly to the office of William K. Bradford at 3928 Montclair Road, Suite 208, Mountain Brook, AL 35213 within Thirty (30) day

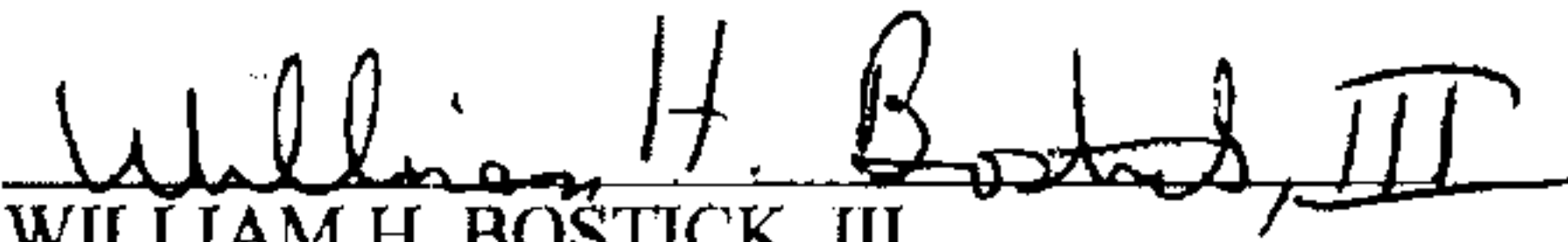


of the date of this Order. This award is a judgment for which execution may issue as allowed by law.


16. All other claims for relief not addressed herein are denied.

17. All other terms and provisions of the Final Judgment rendered on March 20, 2008 are to remain in effect.

DONE THIS 25th DAY OF November, 2014.


WILLIAM H. BOSTICK, III
CIRCUIT JUDGE

In accordance with A.R.C.P., Rule 77(d), The Clerk of Court is directed to serve a copy of this Order upon the following: Brian J. Ritchey, attorney for Plaintiff; William K. Bradford, attorney for Defendant; and Chris Smitherman, GAL.


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