

ALLEN RACHEL GOODWIN,
Plaintiff,

V.

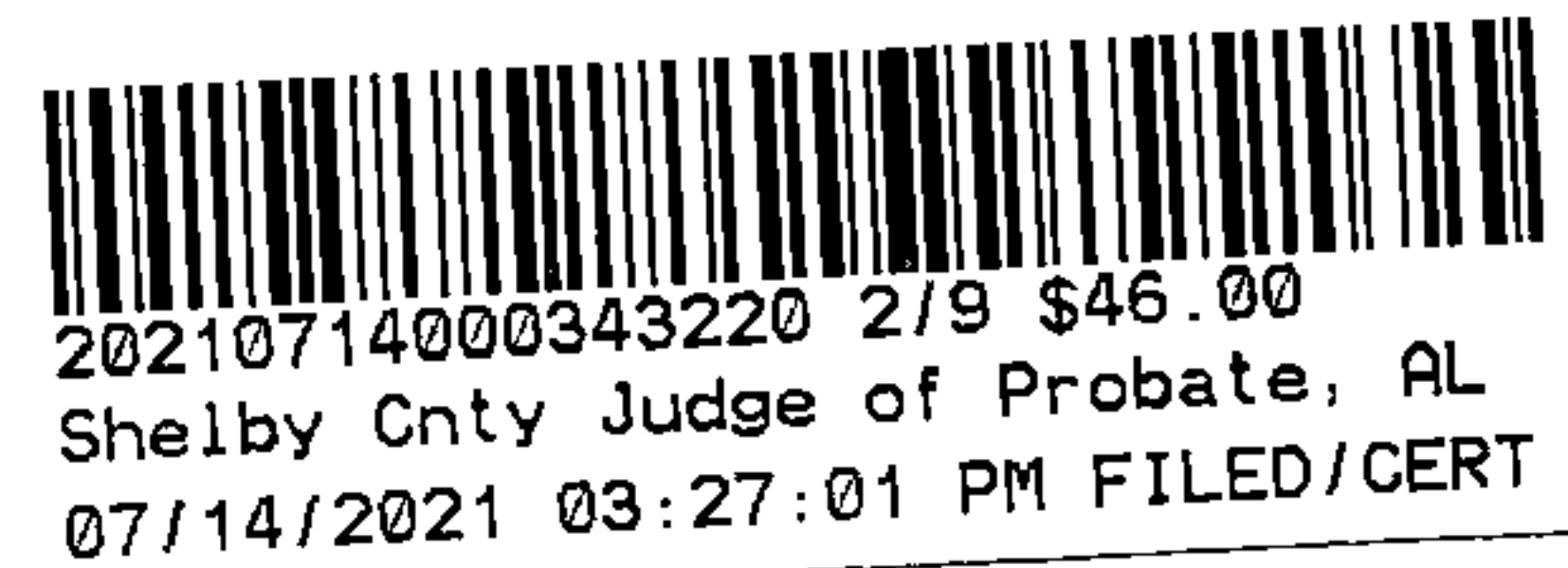
ALLEN JOHNNY,
Defendant.

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) Case No.: DR-2016-900253.00
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This cause filed by the Plaintiff came to be heard by this Court. Plaintiff Rachel Goodwin Allen appeared with her attorney, the Honorable Charles E. Robinson Jr. Defendant Johnny Allen appeared with his attorney, the Honorable John Gray. The Court received evidence and heard testimony, *ore tenus*. After due and thorough consideration of all the evidence, including the Court's observation of the testimony of the witnesses, as well as the evidentiary exhibits submitted by the parties, it is **ORDERED, ADJUDGED and DECREED** as follows:

1. That the bonds of matrimony heretofore existing between the parties are dissolved and the Plaintiff and Defendant are divorced each from the other.
2. That 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.
3. The amount of Plaintiff's income was not disputed; however, the amount of Defendant's income was disputed and the evidence was conflicting. Based on the evidence presented this Court finds the Defendant's monthly income to be not less than \$10,000.00 per month.
4. Based upon the testimony of the parties and Defendant's acknowledgment in open Court, the Court finds, declares and adjudicates the Defendant to be the legal, natural and biological father of the minor children of the parties, to-wit: Zella Rain Allen (d/o/b 07/30/2015).

5. The Plaintiff and Defendant are hereby awarded the joint care, custody and control of the minor children of the parties, to-wit: Ariel Maylani Allen (d/o/b 12/09/2005), Lunden Wade Allen (d/o/b 06/20/2007) and Zella Rain Allen (d/o/b 07/30/2015) with the



Plaintiff being the primary custodial parent and the Defendant being the secondary custodial parent.

6. The parties shall exercise joint legal custody of the minor children of the parties. The Plaintiff shall exercise sole physical custody of the said minor children beginning February 12, 2021, and ending on February 19, 2021, at 6:00 PM. Beginning on February 19, 2021, at 6:00 PM the Defendant shall exercise sole physical custody of the said minor children for a period of seven (7) days that ends on February 26, 2021, at 6:00 PM. Thereafter, the parties shall each exercise sole physical custody of the said minor children for alternating periods of seven (7) days. The parties shall exchange physical custody of the said minor children each Friday at 6:00 PM. The periods of sole physical custody of the said minor children provided for in this paragraph are subject to the periods of sole physical custody of the said minor children awarded in the following paragraph with regard to holidays and special occasions.

7. Notwithstanding the alternating periods of physical custody provided for in the preceding paragraph, the parties shall have the physical custody of the said minor children on holidays and special events as set forth herein.

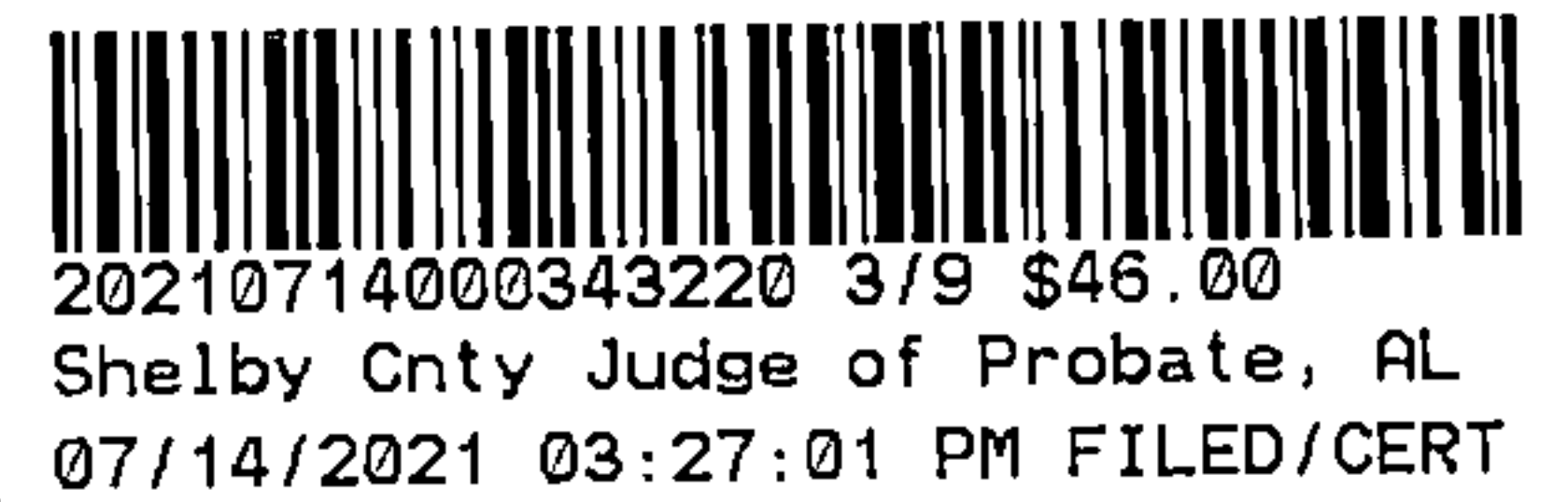
A. In even numbered calendar years, the Plaintiff shall have the sole physical custody of the said minor children on Christmas Eve from 9:00 AM until 7:00 PM of the same day and the Defendant shall have the sole physical custody of the said minor children from 7:00 PM on Christmas Eve until 12:00 Noon on Christmas Day. In odd numbered calendar years, the Defendant shall have the sole physical custody of the said minor children on Christmas Eve from 9:00 AM until 7:00 PM of the same day and the Plaintiff shall have the sole physical custody of the said minor children from 7:00 PM on Christmas Eve until 12:00 Noon on Christmas Day.

B. In even numbered calendar years, the Plaintiff shall have the sole physical custody of the said minor children on New Year's Eve from 9:00 AM until 7:00 PM on New Year's Day and in odd numbered calendar years the Defendant shall have the same period of sole physical custody of the said minor.

C. In even numbered calendar years, the Plaintiff shall have the sole physical custody of the said minor children from 9:00 AM on Thanksgiving Day until 4:00 PM of the same day and the Defendant shall have the sole physical custody of the said minor children from 4:00 PM on Thanksgiving Day until 10:00 PM of the same day. In odd numbered calendar years, the Defendant shall have the sole physical custody of the said minor children from 9:00 AM on Thanksgiving Day until 4:00 PM of the same day and the Plaintiff shall have the sole physical custody of the said minor children from 4:00 PM on Thanksgiving Day until 10:00 PM of the same day.

D. The Plaintiff shall have the sole physical custody of the said minor children during Spring Break in even numbered calendar years and the Defendant shall have the sole physical custody of the said minor children during Spring Break in odd numbered calendar years.

E. The Plaintiff shall have the sole physical custody of the said minor children



during Spring Break in even numbered calendar years and the Defendant shall have the sole physical custody of the said minor children during Spring Break in odd numbered calendar years.

F. The Defendant shall have the sole physical custody of the said minor children during Fall Break in even numbered calendar years and the Plaintiff shall have the sole physical custody of the said minor children during Spring Break in odd numbered calendar years. In the event Fall Break and Thanksgiving are in the same week, the specific periods of sole physical custody for Thanksgiving Day as set out above shall take priority and be controlling.

G. The Plaintiff shall have sole physical custody of the said minor children on the children's birthday during even numbered calendar years from 3:00 PM until 8:00 PM of the same day. The Defendant shall have sole physical custody of the said minor children on the children's birthday during odd numbered calendar years from 3:00 PM until 8:00 PM of the same day.

H. The Plaintiff shall have the sole physical custody of the said minor children every Father's Day from 9:00 AM. until 6:00 PM of the same day and the Defendant shall have the sole physical custody of the said minor children every Mother's Day from 9:00 AM. until 6:00 PM of the same day.

8. While the said minor children are in his or her custody, each party shall allow each of the said minor children to have reasonable telephone access with the other party. If the parties cannot otherwise agree on what constitutes reasonable telephone access, reasonable telephone access shall consist of not less than fifteen (15) minutes on a daily basis with each of the said minor children.

9. Each parent shall have the minor children with him or her for special family events such as weddings, funerals and reunions which pertain to members of the parties' immediate family (parents, grandparents, siblings and/or other children); provided, however, that no such periods shall, without the other party's prior consent, interfere with nor deprive a party of his or her holiday, school break, and special occasion periods with the minor children. The party seeking to have the minor children with him/her for the special family event shall provide as much advance notice as possible to the other party. When a special event occurs, the parties shall agree to reschedule a make-up time as soon as possible.

10. At all times hereafter, each parent shall keep the other informed of their respective business and home telephone numbers, their respective street and mailing addresses, and their respective electronic mail addresses. Both parties shall make themselves available for direct communications with the other for purposes of discussion pertaining to the minor children; provided, however, that neither party shall harass or burden the other with excessive or abusive telephone calls, mailings, electronic mail messages, or any other non-productive communication. Both parties shall refrain from delegating the responsibility of communicating with the other party to third-parties except in bona fide emergencies, and will at reasonable times and places make themselves available to communicate directly with the other party pertaining to the needs and interests of the minor children.



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11. The parties shall promptly notify each other in the event of serious illness or injury of the minor children.

12. The party in whose care the minor children are then being kept shall be authorized to make and decide medical emergency decisions concerning the minor children; provided, however, that in the events such an emergency medical decision should arise, the party then in physical custody of the minor children shall notify and consult with the other party immediately if possible, and otherwise as soon as time may reasonable allow, with regard to any such emergency medical decision.

13. Both parties shall have equal access to all information concerning the minor children including, but not limited to, medical, dental, and hospital records, school records, report cards, recreational and extracurricular activities, and other information concerning the minor children. Should either parent receive a school calendar, parent-teacher conference notice, and/or report card of the children, the parent receiving such shall provide the other parent with a copy thereof immediately. Both parties shall have the opportunity to attend medical and dental appointments of the minor children.

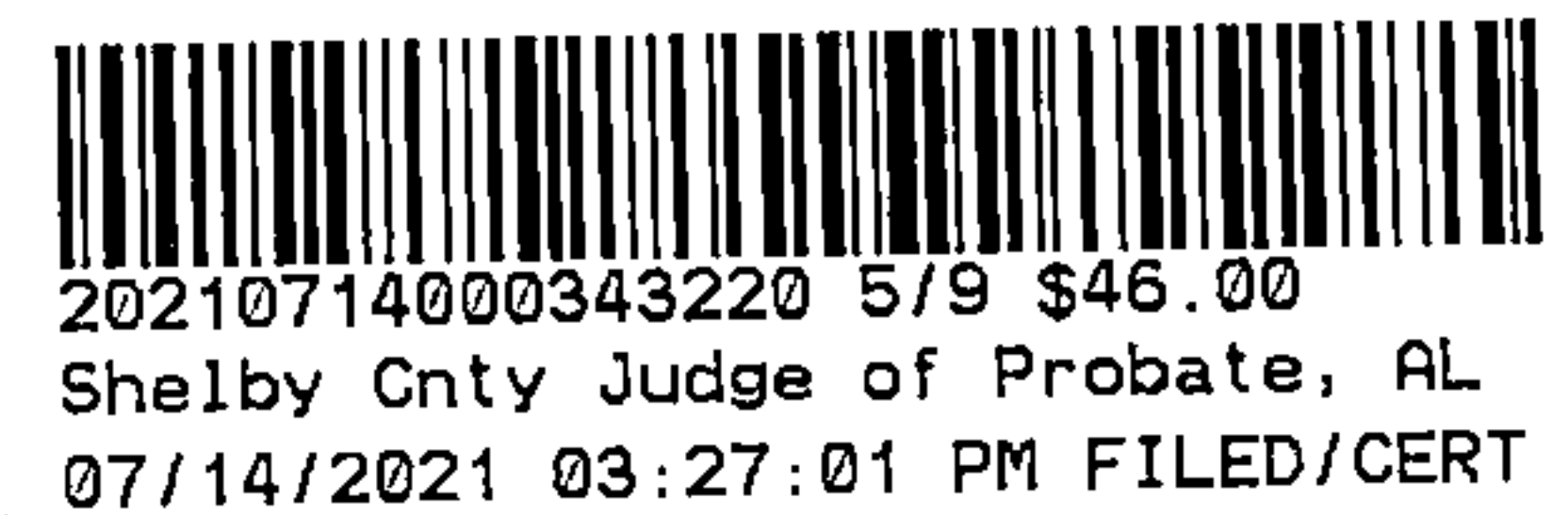
14. Both parties will make themselves available for direct communications with each other for the purposes of discussions pertaining to the minor children.

15. Each party shall encourage the said minor children to honor, respect, and love the other party. Neither party shall alienate nor attempt to alienate or diminish the affection of the said minor children from the other party. Neither party shall disparage or allow others to disparage the other parent to or in the presence of the said minor children. The said minor children are to be insulated to the fullest extent possible from any conflict between the parties and should not be made to be confidants or a messenger of a party with regard to issues that may now or hereafter exist between the parties.

16. The provision for children custody in this Order constitutes a "custody decree" or "custody determination" under the Uniform Children Custody Jurisdiction and Enforcement Act, Sections 30-3B-101, et seq., *Code of Alabama* (1975).

RELOCATION ACT

17. Alabama law requires each party in this action who has either custody of or the right of visitation with a children to notify other parties who have custody of or the right of visitation with the children of any change in his or her address or telephone number, or both, and of any change or proposed change in principal residence and telephone number or numbers of a children. This is a continuing duty and remains in effect as to each children subject to the custody or visitation provisions of this decree until such children reaches the age of majority or becomes emancipated and for so long as you are entitled to custody of or visitation with a children covered by this order. If there is to be a change of principal residence by you or by a children subject to the custody or visitation provisions of this order, you must provide the following information to each other person who have custody or visitation rights under this



decree as follows:

- a. The intended residence, including specific street address, if known.
- b. The mailing address, if not the same as the street address.
- c. The telephone number or numbers at such residence, if known.
- d. If applicable, the name, address, and telephone number of the school to be attended by the children, if known.
- e. The date of the intended change of principal residence of a children.
- f. A statement of the specific reasons for the proposed change of principal residence of a children, if applicable.
- g. A proposal for a revised schedule of custody of or visitation with a children, if any.

18. Unless you a member of the Armed Forces of the United State of America and are being transferred or relocated pursuant to a non-voluntary order of the government, a warning to the non-relocating person that an objection to the relocation must be made within 30 days of receipt of the notice or the relocation will be permitted.

19. 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 obtained such information.

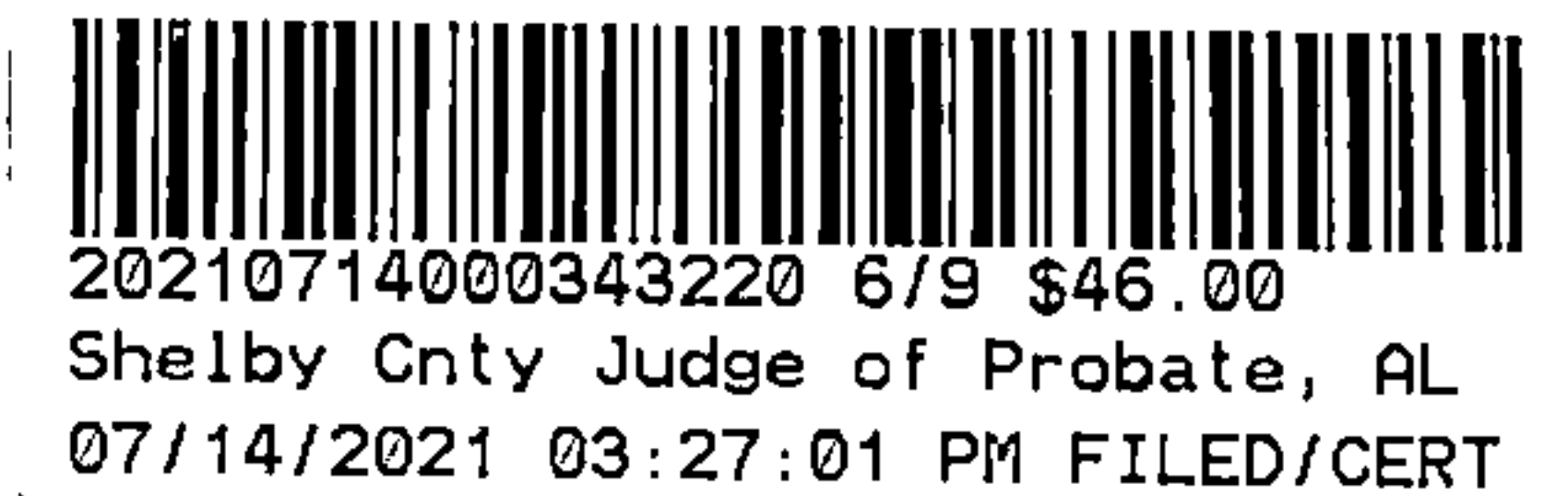
20. Your failure to notify other parties entitled to notice of your intent to change the principal residence of a children may be taken into account in a modification of the custody of or visitation with the children.

21. If you, as the non-relocating party, do not commence an action seeking a temporary or permanent order to prevent the change of principal residence of a children within 30 days after receipt of notice of the intent to change the principal residence of the children, the change of principal residence is authorized.

CHILDREN SUPPORT

22. The amount of Plaintiff's income was not disputed; however, the amount of Defendant's income was disputed and the evidence was conflicting. Based on the evidence presented this Court finds that the Defendant's monthly income to be not less than \$10,000.00 per month.

23. Defendant shall pay to the Plaintiff the sum of \$1,106.50 per month current support commencing on the 1st day of March, 2021, for the support and maintenance for the parties' minor children. The children support payments shall continue on the 1st day of each month thereafter until such time as the parties' minor children attain the age of majority (19 years of age), become self-supporting, marry or die, whichever shall first occur. The amount of



children support ordered to be paid in this case has been calculated in accordance with Rule 32, Alabama Rules of Judicial Administration, as evidenced by the sworn testimony provided at the hearing by Plaintiff and Defendant.

INCOME WITHHOLDING ORDER

24. Reference is hereby made to a separate Order entitled Income Withholding Order, the entry of which is required of this Court by the provisions of Section 30-3-61, Code of Alabama, 1975, as amended, and which is specifically incorporated herein as a part of this Court's Final Order and Decree in this cause. The said Order directs the Obligor's employer, or any future employer, to withhold from income due from the Obligor the amount ordered herein to be paid as support and maintenance of the Obligor's minor children(ren) on a continuing basis. The said withholding Order **SHALL** be served upon the Obligor's employer and payments be made through the office of the Alabama Children Support Payment Center, Post Office Box 244015, Montgomery, Alabama 36124-4015. Until such time as an Income Withholding Order is entered, the Obligor is directed to make the said children support payments to the Obligee through the St. Clair County Circuit Court Clerk's Office until such time as the deductions have started from Obligor's wages in accordance with this Final Judgment of Divorce.

MEDICAL INSURANCE

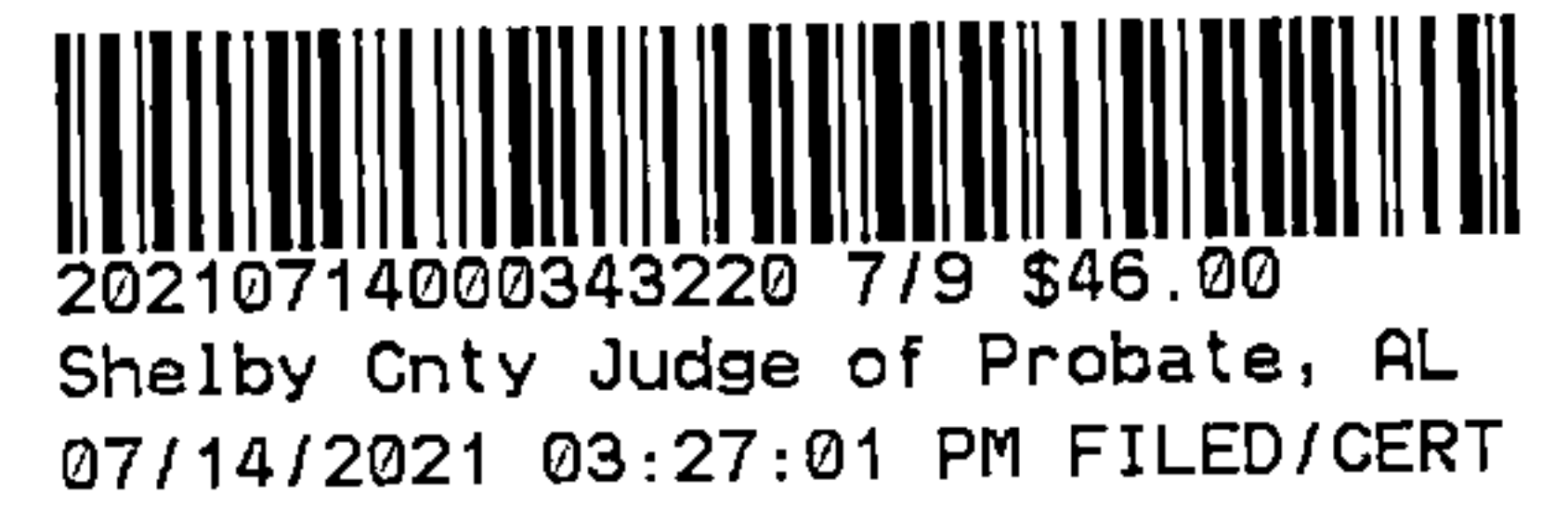
25. The Defendant shall provide and maintain a policy of medical insurance for the benefit of the minor children of the parties until said children obtain the age of nineteen (19) years, marry, dies or otherwise become self-supporting, whichever should first occur. The Defendant shall cause the same to remain in full force and effect paying any premiums thereon and shall take such steps as are necessary to cause appropriate claims to be paid thereby.

26. The parties shall share equally in the payment of any and all medical, dental, orthodontic, ophthalmological, and prescription drug expenses (including deductibles) incurred for and on behalf of the minor children that are not covered by the medical insurance as aforesaid.

REAL PROPERTY

27. The Plaintiff is hereby awarded and shall be vested with all right, title, and interest in and to the real property located at 125 Davis Drive, Odenville, Alabama 35120 and the adjoining lot (hereinafter collectively referred to as the "Odenville marital residence") and the Defendant shall be divested of any interest or claim therein. The evidence presented at the trial indicated that there is no indebtedness owed on same. However, in the event there is indebtedness owed on said Odenville marital residence Defendant shall be responsible to pay any indebtedness that may be owed on the Odenville marital residence and shall hold the Plaintiff harmless from any claim or liability thereon.

28. The Defendant is the owner of certain real property located at 1148 Highland Lake Circle, Birmingham, Alabama 35242. The Defendant shall be vested with all right, title, and interest in and to the said real property and the Plaintiff shall be divested of any interest or



claim therein. The Defendant shall be responsible to pay any indebtedness owed on said real property and shall hold the Plaintiff harmless from any claim or liability thereon.

AUTOMOBILES

29. The Plaintiff shall be vested with all right, title, and interest in and to the 2015 Dodge Durango, the 2012 Jeep Wrangler, the 1973 Plymouth Barracuda (pink), the 1995 Honda Accord, the 2005 Pontiac Sunfire, the 2002 Pontiac Sunfire, the 1981 Pontiac Firebird, the dirt bike (motorcycle) and any other motor vehicle she may have in her possession and the Defendant shall be divested of any interest therein. The Defendant shall be responsible to pay any indebtedness that may be owed on said motor vehicle(s) and shall hold the Plaintiff harmless from any claim or liability thereon.

30. The Defendant shall be vested with all right, title, and interest in and to any motor vehicle he may have in his possession and that Auto Unlimited, Inc. may have in its possession, unless otherwise granted to the Plaintiff herein, and the Plaintiff shall be divested of any interest therein. The Defendant shall be responsible to pay any indebtedness that may be owed on said motor vehicles and shall hold the Plaintiff harmless from any claim or liability thereon.

OTHER PERSONAL PROPERTY

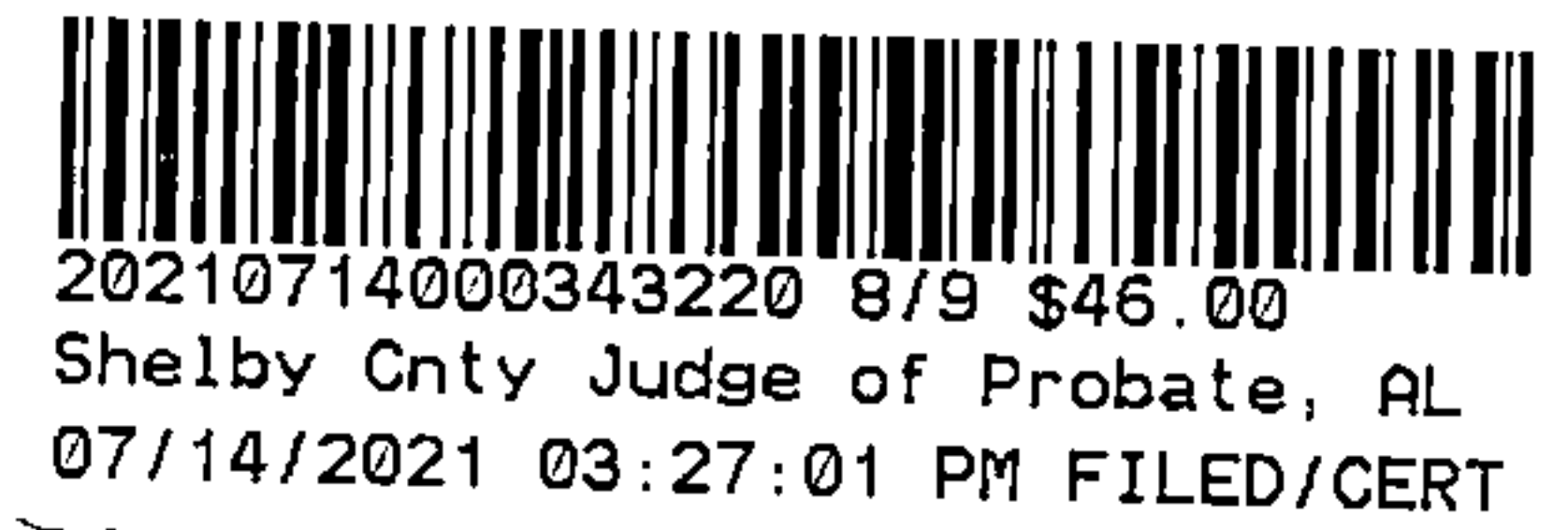
31. Plaintiff shall have all right, title and interest in and to the contents of the Odenville marital residence (except those items awarded to the Defendant as set forth herein) and the boat, motor and trailer located at the Odenville marital residence and the Defendant is hereby divested of any interest that Defendant may have therein.

32. Except as otherwise specifically set forth herein, the Plaintiff shall have all right, title and interest in and to all items of personal property currently in the Plaintiff's possession (except as specifically referred to herein), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, retirement plans, business interests, partnerships, insurance policies, books, and the like, shall be the sole property of the Plaintiff, and the Defendant is hereby divested of any interest that Defendant may have therein.

33. Defendant shall have all right, title and interest in and to the bed frame, two trunks and antique dresser that belonged to Defendant's grandparents which are currently located in the Odenville marital home,.

34. Except as otherwise specifically set forth herein, the Defendant shall have all right, title and interest in and to Auto Unlimited, Inc., and all items of personal property currently in the Defendant's possession (except as specifically referred to herein), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, retirement plans, business interests, partnerships, insurance policies, books, and the like, shall be the sole property of the Defendant, and the Plaintiff is hereby divested of any interest that Plaintiff may have therein.

DEBTS



35. Except as otherwise specifically provided for herein, each party shall pay and be responsible for any indebtedness in his/her own respective name and shall indemnify and hold the other party harmless from any claim or liability thereon.

36. Neither party shall henceforth charge or cause or permit to be charged to or against the other any order or purchase made by him or her, nor make a commitment or incur an obligation in the other's name, nor secure or attempt to secure any credit in the other's name. In the event there are any credit cards, charge accounts, credit lines or other sources of credit for which the parties are jointly liable, such credit sources shall either be closed (and credit cards shall be destroyed or surrendered to the issuer) or the responsible party shall have the other party's name removed from such account, and each party shall apply for such credit sources in their respective names so that the Plaintiff is not liable in any manner for the payment of credit indebtedness obtained by the Defendant and so that the Defendant is not liable in any manner for the payment of credit indebtedness obtained by the Plaintiff.

REHABILITATIVE ALIMONY WITH DEFINITE PAYMENT TERM

37. The Court finds that Plaintiff's separate estate is insufficient to enable her to acquire the ability to preserve, to the extent possible, the economic status quo of the parties as it existed during the marriage, the Defendant has the ability to supply those means without undue economic hardship, and the circumstances of this case make it equitable that the Plaintiff be awarded rehabilitative alimony. Therefore, Defendant shall pay Plaintiff as rehabilitative alimony the sum of ONE THOUSAND and NO/100 DOLLARS (\$1,000.00) per month beginning on March 1, 2021, and on the first day of each month thereafter for a period of sixty (60) months or until such time as the Plaintiff shall die, remarry or otherwise terminate as provided by law, whichever shall first occur.

ALIMONY IN GROSS/PROPERTY SETTLEMENT

38. Defendant shall pay to the Plaintiff as alimony in gross/property settlement the sum of FIFTY THOUSAND and NO/100 DOLLARS (\$50,000.00) which shall be immediately payable in a lump sum; provided, however, that the Defendant may, at Defendant's option, pay said sum in twenty-five (25) equal, consecutive monthly payments of \$2,000.00 per month with the first such installment shall becoming due and payable on the first day of March, 2021, and subsequent installments being due and payable on the first day of each month thereafter, until said entire sum is paid in full.

TAX EXEMPTION FOR MINOR CHILDREN

39. The Plaintiff shall be entitled to claim the minor children Lundon Wade Allen and Zella Rain Allen as exemptions on all federal and state income tax returns to be filed by her hereafter. The Defendant shall execute upon request IRS Form 8332 or any other necessary or expedient form or document required by the IRS, or the State Treasurer or other applicable agency to enable the Plaintiff to claim said children as tax exemptions.

40. The Defendant shall be entitled to claim the minor children Ariel Maylani Allen as an exemption on all federal and state income tax returns to be filed by him hereafter. The Plaintiff shall execute upon request IRS Form 8332 or any other necessary or expedient form or document required by the IRS, the State Treasurer or other applicable agency to enable the Defendant to claim said children as a tax exemption.

ATTORNEY'S FEES

41. The Defendant shall pay to the Plaintiff, as reimbursement for the attorney's fees and expenses incurred in this matter, the sum of TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00), for which amount judgment is entered in favor of the Plaintiff and against the Defendant, for which execution may issue as allowed by law.

EXECUTION OF DOCUMENTS

42. Both parties shall execute and deliver to the other any and all documents necessary or expedient to effectuate transfer of all property (whether real, personal or mixed) as provided for herein and the consummation of the provisions of this Final Judgment of Divorce. Should either party fail to execute the necessary documents, this Final Judgment of Divorce shall become self-executing and the Court may, without the necessity of requiring future signature from either party, convey such property from one to the other as if said party had executed the necessary documents.

COURT COSTS/MISCELLANEOUS

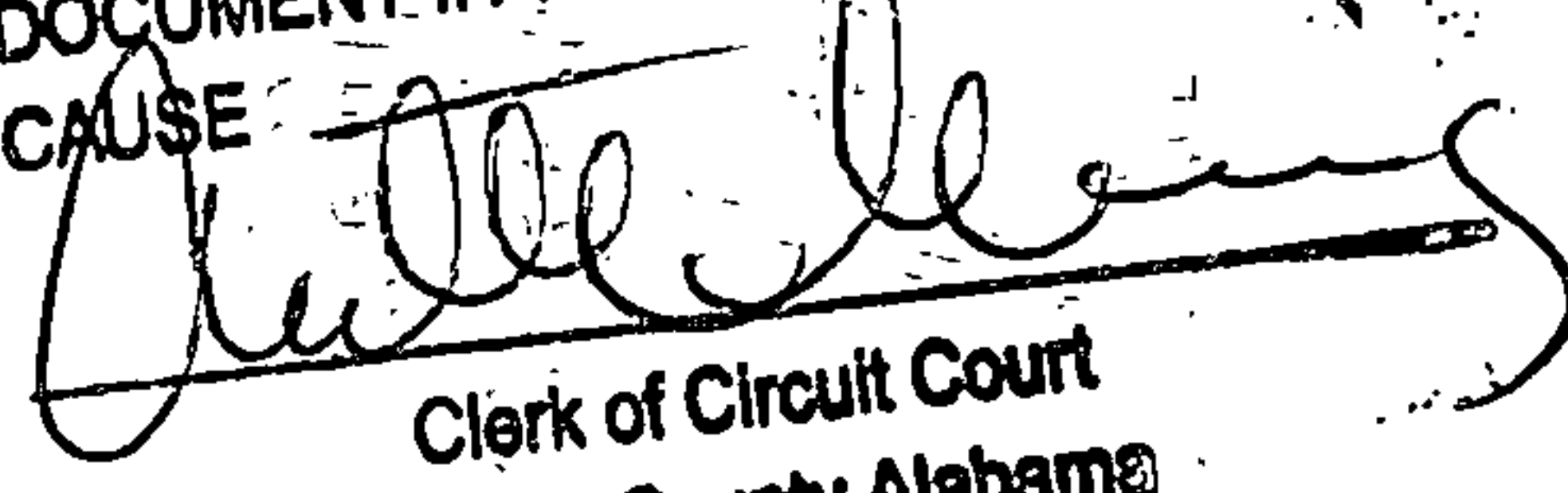
43. Costs of court are taxed against the Defendant for which let execution issue.

44. Any relief requested by any party not specifically granted herein is **DENIED**.

DONE this 8th day of February, 2021.

/s/ BILLY R. WEATHINGTON JR.
CIRCUIT JUDGE

I HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF THE ORIGINAL
DOCUMENT IN THE ABOVE STATED
CAUSE


Clerk of Circuit Court
St Clair County Alabama