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11/7/2024 1:40 PM
58-DV-2024-900979.00
DISTRICT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

WALLER CHRISTI LYNN,
Plaintiff,

V.

MCCARTHY PATRICK RAY,
Defendant.

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) Case No.: DV-2024-900979.00
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)



20241203000372200 1/3 \$28.00
Shelby Cnty Judge of Probate, AL
12/03/2024 11:27:21 AM FILED/CERT

ORDER

This cause came before the court for trial. Both parties appeared pro se. The court received testimony and documentary evidence from the parties, and finds that both parties are credible and proffered truthful and candid testimony.

The undisputed evidence is that the parties had lived together for over a year and were planning a wedding that was canceled shortly before the appointed date. In preparation of the wedding an event contract with Pursell Farms in Sylacauga, Alabama had been executed by Defendant, and prepaid by Plaintiff. The contract was in the amount of \$18,000.00, and Plaintiff used her personal credit cards to make this payment.

When it was determined that there would be no wedding, Plaintiff sought a refund from Pursell Farms. Because of the late date of the cancellation and the apparent expenditures already incurred, the proposed refund was slightly less than \$6,000.00. Plaintiff never received this or any other amount of refund. Instead, the full amount of the \$18,000.00 payment was utilized by Defendant for what Pursell Farms referred to as the "McCarthy Labor Day Trip," wherein Defendant invited family and friends to utilize all of the lodging and catering originally planned for the wedding party.

Certified a true and correct copy

Date: 12/03/2024

Mary H. Harris TB
Mary H. Harris, Circuit Clerk
Shelby County, Alabama



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Defendant refused Plaintiff's requests for reimbursement of the costs for his Labor Day party, which was funded exclusively by Plaintiff and for which she received absolutely no benefit whatsoever. To the contrary, she had incurred an \$18,000.00 credit card indebtedness. Defendant contends that the party was actually a gift to him from the plaintiff. Given the circumstances then existing between the parties, the court finds this assertion to be completely without merit.

Plaintiff also claims, and Defendant acknowledges, that Plaintiff gave to Defendant the amount of some \$24,000.00 which she had obtained from her personal 401(k) account. Defendant states that these funds were given to him and placed in a separate bank account "for safe keeping." When the parties separated, Plaintiff requested the return of her 401(k) funds. Defendant returned only a portion of the funds, leaving Plaintiff approximately \$8,500.00 short of the full \$24,000.00 requested.

Plaintiff makes other claims against Defendant, but these need not be addressed as Plaintiff has represented to the court that she has voluntarily waived any and all damage claims that exceed the jurisdictional limit of this court.

Based upon the foregoing, the court finds that Defendant has received benefits and monies from Plaintiff to which he is not legally entitled, and which are well above the jurisdictional limits of this court. Plaintiff has, nevertheless, waived her claims that are in excess of that amount. Accordingly, it is ORDERED that judgment be, and it



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hereby is, entered in favor of Plaintiff in the amount of \$20,000.00, plus pre-judgment interest at the statutory rate beginning on September 1, 2023.

The Costs of Court are taxed to Defendant.

DONE this 7th day of November, 2024.

/s/ HUB HARRINGTON
DISTRICT JUDGE

Certified a true and correct copy

Date: 12/03/2024

Mary H. Harris TB
Mary H. Harris, Circuit Clerk
Shelby County, Alabama